

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

Application # 23-1029

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	12-7-23
Name of Project	Sharon Thomas Lot Line Revision
Addresses of Project	287 Lattintown Rd
Tax Section, Block, and Lot Numbers	108.3-2-34.100 & 108.3-2-35.100
Zoning District(s)	This application is only valid for R-1 <input type="checkbox"/> and R-AG-1 <input checked="" type="checkbox"/> zones Indicate which
Number of Acres each lot	1.13 & 2.39
Proposed number of acres for each lot	1.40 & 2.12

Reason For Application:

Lot line revision to provide additional acreage to lands of Sharon Thomas

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

Lot line revision to provide additional acreage to lands of Sharon Thomas

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	Sharon Thomas
Address of Property Owner	287 Lattintown Rd
Telephone Number of Property Owner:	845-220-6320
Email of Property Owner	23smt12@gmail.com
Name of Applicant	Sharon Thomas
Address of Applicant	287 Lattintown Rd
Telephone Number of Applicant	845-220-6320
Email Address of Applicant	23smt12@gmail.com
Name of Surveyor	WE James
Address of Surveyor	8 Cheanda Lane, Wallkill
Telephone Number of Surveyor	845-566-6522
Email Address of Surveyor	wejames@optonline.net
Name of Engineer	David Feeney
Address of Engineer	20 Alta Dr, Newburgh
Telephone Number of Engineer	845-590-5543
Email Address of Engineer	feeneyengineering@gmail.com
Name of Attorney	Dan Rusk
Address of Attorney	1390 Rt 9W, Marlboro
Telephone Number of Attorney	845-236-4411
Email Address of Attorney	danrusk@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

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 Y	Ethics code Town of Marlborough Disclosure of Interest (where applicable) Pages 8-10
5 Y	Application Fee Paid (Separate check from Escrow Fee) see page 11.
6 Y	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 Y	Map of the site depicts the locations of all existing and proposed water supply system. 155-31 E (4) (p) [1].
17 Y	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 Y	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 Y	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. https://www.dec.ny.gov/permits/6191.html 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



12-7-23

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, Andrew Poli331, residing at 29 Rodeo Drive, Marlboro 119, PO 6836, make the following statements about interests in the real property which is the subject of this

application, petition or request for a Lot Line Revision,

before the Planning Board of The Town of Marlborough.

Ethics Code

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- 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, Sharon Thomas, residing at 287 Lattintown Rd., make the following statements about interests in the real property which is the subject of this application, petition or request for a Lot Line Revision,

before the Planning Board 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:

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: JT President Date: 12/4/23

ACKNOWLEDGMENT

State of New York,
County of:

On 12/4/03, before me personally appeared Andrew Polizzi, 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.

AMANDA CHANOWSKY
Notary Public, State of New York
Qualified in Orange County
Registration # 01CH6006656
Commission Expires May 4, 2020

Notary

Planning Board Fees

(All Applications Subject To Escrow Fees)

Application Fees:

Lot Line Revision	\$600.00
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Escrow Deposit: *(To be replenished to 75% of original escrow when level drops to 25% remaining in account.)*

Lot Line Revision	\$1,000.00 Minimum
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Please make checks payable to: Town of Marlborough

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): Sharon Thomas

Applicant's Signature: Sharon Thomas

Date: 11/25/2023

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

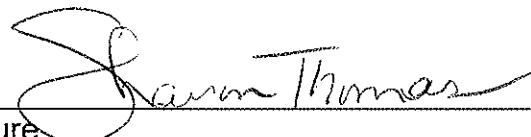
Town of Marlborough Planning Board

Letter of Agent

I (We), Sharon Thomas am (are) the owner(s) of a parcel of land located on 287 Lattintown Rd in the Town of Marlborough, Tax Map Designation: Section 108.003 Block 2 Lot 34.1.

I (We) hereby authorize _____ 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)

Signature



Date

12/4/23

Signature

Date

State Of New York

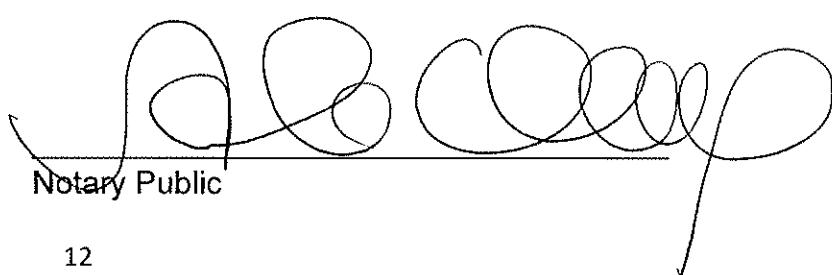
County of



On the 4 day of Dec in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared

Sharon Thomas, 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.

AMANDA CHANOWSKY
Notary Public, State of New York
Qualified in Orange County
Registration # 01CH6006656
Commission Expires May 4, 2020

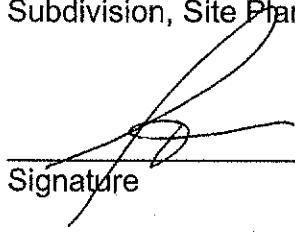

Notary Public

Town of Marlborough Planning Board

Letter of Agent

I (We), Andrew Polizzi am (are) the owner(s) of a parcel of land located on 283 Lathintown Road, in the Town of Marlborough, Tax Map Designation: Section 108.003 Block 2 Lot 35.1.

I (We) hereby authorize _____ 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)


Signature

12/7/23
Date

Signature

Date

State Of New York

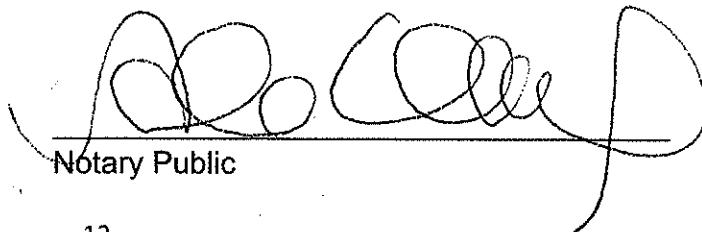
County of

Orange

On the 7 day of Dec in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared

Andrew Polizzi, 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.

AMANDA CHANOWSKY
Notary Public, State of New York
Qualified in Orange County
Registration # 01CH6006656
Commission Expires May 4, 2026


Notary Public

County Clerk
Kingston, NY 12401

60 2012 00014298

Volm-5401 Pg-198

Instrument Number: 2012-00014298

As

Recorded On: September 13, 2012 D01 - Deed

Parties: TRONCILLITO GARY

To

NEP PROPERTIES LLC

Billable Pages: 4

Recorded By: UNIVERSAL

Num Of Pages: 4

Comment:

** Examined and Charged as Follows: **

001 - Deed	60.00	RP5217-126	125.00	Tax Affidavit TP 584	5.00
Recording Charge:	190.00				
		Consideration			
	Amount	Amount	RS#/CS#		
Fax-Transfer	240.00	60,000.00	513	Basic	0.00
				Local	0.00
MARLBOROUGH				Special Additional	0.00
				Additional	0.00
				Transfer	240.00
Tax Charge:	240.00				

** 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: 2012-00014298

MICHAEL A KRAIZA ESQ

Receipt Number: 1188234

ATTORNEY AT LAW

Recorded Date/Time: September 13, 2012 03:20:44P 67 SOUTH PLANK ROAD

Book-Vol/Pg: Bk-D VI-5401 Pg-198

NEWBURGH NY 12550

Cashier / Station: rrsec / Cashier Workstation 2



A large, handwritten signature in black ink, reading "Nina Postupack", is positioned over a horizontal line.

Nina Postupack Ulster County Clerk

Bargain & Sale Deed with Covenants Against Grantor's Acts
Individual or Corporation

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

"**HIS INDENTURE**, made the 6th day of September 2012

BETWEEN

GARY TRONCILLITO, residing at
33 Miki Lane
Marlboro, NY 12542

Party of the first part, and

NEP PROPERTIES, LLC, located at
PO Box 36
Marlboro, NY 12542

Party of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) 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, situate, lying and being more particularly described in the Schedule "A" attached hereto and made a part thereof.

BEING the same premises as described in that certain Deed dated the 12th day of December 2011 conveyed from WILLIAM C. HUNTER, as Executor of the Last Will and Testament of Evelyn A. McClure, deceased and which Deed as recorded in the Ulster County Clerk's Office on December 28, 2011 in Liber 5235 of Deed at Page 223.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads running through the above-described premises to the centerlines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

DO 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.

Second part shall be construed as if it read "parties" whenever the sense of this indenture so requires.

33 Miki Lane
Marlboro, NY 12542

party of the first part, and

NEP PROPERTIES, LLC, located at
PO Box 36
Marlboro, NY 12542

party of the second part,

ITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) 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, situate, lying and being more particularly described in the Schedule "A" attached hereto and made a part thereof.

BEING the same premises as described in that certain Deed dated the 12th day of December 2011 conveyed from WILLIAM C. HUNTER, as Executor of the Last Will and Testament of Evelyn A. McClure, deceased and which Deed was recorded in the Ulster County Clerk's Office on December 28, 2011 in Liber 5235 of Deed at Page 223.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads butting the above-described premises to the centerlines 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.

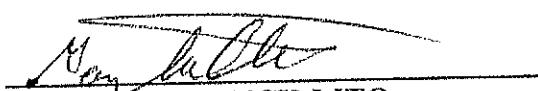
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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.

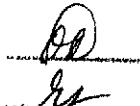
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


GARY TRONCILLITO

CHECKED

ENTERED



STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

- Ulster -

On the 6th day of September 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY TRONCILLITO, 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 me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or e persona upon behalf of which the individual acted, executed the instrument.

REINDA L. CARNEY
Notary Public, State of New York
Reg. #01WE8179830
Qualified in Ulster County
Commission Expires December 31, 2015

NOTARY PUBLIC

Deed
Gain and Sale Deed
ith Covenant Against Grantor's Acts

Section: 108.3
Block: 2
Lot: 35.1
Town/City of: Marlboro
County of: Ulster

GARY TRONCILLITO

to

IP PROPERTIES, LLC

RECORD AND RETURN TO:

Michael A. Kraiza, Esq.
Attorney At Law
67 South Plank Road
Newburgh NY 12550

S C H E D U L E A

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Marlborough, County of Ulster, and State of New York, being known as Lot Number 2 on a map entitled, "Map of lot line reversion prepared for Barbara C. Gephard and Margaret Wischoff filed in the Ulster County Clerk's Office on December 28, 2005 as Map Number 05-1867 and as shown on the Town of Marlborough Tax Map as Tax Lot 108.003-2-35, and described as follows:

BEGINNING at a point, said point being the northeast corner of the lands intended to be conveyed and said point also lying on the westerly side of Lattintown Road;

RUNNING thence North 73 degrees 38' 30" West for a distance of 244.93 feet along Lot Number 1 on the above referenced filed map to a point;

THENCE South 32 degrees 9' 20" West for a distance of 167.86 feet continuing along Lot Number 1 on the above referenced filed map to a point;

THENCE South 33 degrees 45' 37" West for a distance of 147.18 feet continuing along Lot Number 1 on the above referenced filed map to a point in the common boundary line of lands now formerly Troncillito and being Tax Lot 108.003, Block 2, Lot 37 on the Town of Marlborough Tax Map, said point also being 136.46 feet from the southwest corner of Lot 1 on a course of North 72 degrees 43' 40" West;

THENCE running along the common boundary line with lands now or formerly Troncillito, South 72 degrees 43' 40" East 113.54 feet more or less along the common boundary line now or formerly of Troncillito to an x-cut set on a culvert pipe in the common boundary line;

THENCE South 77 degrees 26' 8" East 181.88 feet to a point in the common boundary line;

THENCE South 67 degrees 38' 00" East 168.10 feet to a point on the westerly side of Lattintown Road;

THENCE running along the assumed road line, North 7 degrees 14' 40" West 152.34 feet, and continuing along;

THENCE the westerly side of Lattintown Road, North 6 degrees 2' 00" West 112.00 feet to a point and continuing along the westerly side of Lattintown Road on a curve with a radius of 789.35 feet with an arc length of 91.25 feet to the point or place of BEGINNING.

BEING the same premises conveyed by deed from Margaret Wischoff to Margaret Wischoff, as to a life estate, and Evelyn A. McClure, remainder interest, dated 1/27/06 recorded 2/17/06 as Document #2006-4873. That Evelyn A. McClure died on November 11, 2010 a resident of Ulster County, New York, and her Last Will and Testament was admitted to probate in the Ulster County Surrogate's Court on March 28, 2011 under File #2011-131. That being recorded simultaneously herewith is General Release Terminating Life Estate signed by Margaret Wischoff on November 26, 2011.

CONTRACT OF SALE

DATE: , 2008

SELLER: BARBARA GEPHARD
Address: 501 Old Indian Road, Milton, New York 12547

PURCHASER: SHARON ATKINS
Address: 187 Mount Zion Road, Marlboro, New York 12542

1. PURCHASE AGREEMENT:

Seller shall sell and Purchaser shall buy the property known as 11 Rodeo Drive, Marlboro, NY (SBL: 108.3-2-34.1) and more particularly described on a separate page marked SCHEDULE "A" on the terms stated in this Contract.

2. BUILDINGS and IMPROVEMENTS:

The sale includes:

- 2.1. All buildings and improvements on the Property.
- 2.2. Personal property included in this sale is a Redman Homes, Inc. 1999 Oakcrest mobile home, model no. 80J3BD0C, A630, serial number 12233745 together with the stove, refrigerator, dishwasher, washer and dryer.
- 2.3. Personal property not included in this sale is the shed.

3. PRICE:

The purchase price is \$132,000.00
payable as follows:
Deposit with Binder \$ 0.00
On the signing of this Contract, by check \$4,000.00
subject to collection
Balance in Cashiers' or Certified Check on the \$128,000.00
delivery of the deed at the closing

The firm of RUSK, WADLIN, HEPPNER & MARTUSCELLO shall hold the down payment as escrow agent and said down payment shall be held in a non-interest bearing IOLA account in the Sawyer Savings Bank.

4. TITLE TRANSFER SUBJECT TO:

The Premises are to be conveyed subject to:

- 4.1. Building and zoning regulations.
- 4.2. Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- 4.3. Unpaid assessments payable after the date of the transfer of title.
- 4.4. Covenants and restrictions of record provided same are not violated by the existing improvements or the use thereof.

- 4.5. Possible encroachments, retaining walls, bay windows, hedges, stoop areas, cellar steps, trim and cornices, if any, upon any street or highway, provided the same does not render title unmarketable.
- 4.6. Public utility easements, agreements or declarations of record, provided the same does not render title unmarketable.

5. **TITLE COMPANY APPROVAL:**

Seller shall give and Purchaser shall accept such title as any member of the New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.

6. **DEED and TRANSFER TAXES:**

At the closing Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants against Grantor's Act so as to convey a fee simple title to the property free and clear of all encumbrances, except as stated in this contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

7. **ADJUSTMENTS AT CLOSING:**

The following are to be apportioned pro-rata as of the date of delivery of the deed:

- 7.1. Taxes, water rates, and sewer rents based on the fiscal period for which assessed.
- 7.2. Fuel

8. **FIRE, OTHER CASUALTY:**

This contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply.

9. **CLOSING DATE and PLACE:**

The closing will take place at the law office of the attorney(s) for the Seller(s), RUSK, WADLIN, HEPPNER, & MARTUSCELLO, LLP, located at 1380 Route 9W, PO Box 727, Marlboro, New York, or at the offices of the attorney(s) for the local lending institution that are within either Orange, Ulster or Dutchess County on or before August 29, 2008.

In the event the closing does not occur at any of the above-described locations, the purchaser(s) shall reimburse RUSK, WADLIN, HEPPNER & MARTUSCELLO, LLP at the closing for any travel time outside of the locations specified above at the rate of \$175.00 per hour.

10. **BROKER:**

Purchaser represents that Purchaser has dealt only with Key Properties and Triolo Realty in connection with this sale and seller agrees to pay the broker's commission in accordance with a separate agreement if and when title closes.

11. **PURCHASER'S LIEN:**
All money paid on account of this contract and the reasonable expenses of examination of the title to the Property are hereby made liens on the property. The liens shall not continue after default by Purchaser.
12. **SELLER'S LIABILITY:**
If the seller shall be unable to convey a good and marketable title, subject to and in accordance with this agreement, the sole obligation of the seller shall be to refund the purchasers down payment made herein and to reimburse the purchaser for cost of title examination and, upon the making of such refund and reimbursement, this agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this agreement, and the lien, if any, of the purchaser against the premises shall wholly cease. The seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises wholly marketable. The purchaser may, nevertheless, accept such title as the seller may be able to convey without reduction of the purchase price; or any credit or allowance against the same and without any other liability on the part of the seller. The acceptance of a deed by the purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the seller to be performed pursuant to the provisions of this agreement except those, if any, which are herein specifically stated to survive the delivery of the deed. The term "cost of title examination" is defined for the purpose of this agreement as the expense actually incurred by the purchaser for title examination, in no event, however, to exceed the net amount which would be charged by the title company which is a member of the New York Board of Title Underwriters, for title examination of the above premises without issuance of policy.
13. **LIMITATION OF LIABILITY:**
If Seller is unable to transfer title to Purchaser in accordance with this contract, Seller's sole liability shall be to refund all money paid on account of this contract plus all charges made for examining the title and any appropriate additional searches made in accordance with this contract. Upon such refund and payment this contract shall be considered cancelled, and neither Seller nor Purchaser shall have any further rights against the other.
14. **CONDITION OF PROPERTY:**
Purchaser has inspected the buildings on the Premises and the personal property included in this sale and is thoroughly acquainted with their condition. Purchaser agrees to purchase them "AS IS" and in natural deterioration between now and closing. Purchaser shall have the right, after reasonable notice to Seller, to inspect them before closing.

However, the Seller represents that the plumbing, heating, and electrical systems will be in working order as of the day of closing.
15. **ENTIRE AGREEMENT:**
All prior understandings and agreements between Seller and Purchaser are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation; neither party relying upon any statements made by anyone else that is not set forth in this contract.

The acceptance of a deed by the Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement, except those, if any, which are specifically stated in this agreement as surviving the delivery of the deed.

16. **CHANGES MUST BE IN WRITING:**

This contract may not be changed or cancelled, except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors, and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

This contract may not be assigned without the SELLER'S consent in writing.

17. **SINGULAR ALSO MEANS PLURAL:**

Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

18. **OFFER:**

This contract shall constitute an offer only and shall not be binding upon the seller until such time as the contract is signed by the seller.

19. **RIGHT TO INSPECT:**

Purchaser shall have the right to enter upon the premises with reasonable notice to the Seller for the purpose of inspection within 48 hours prior to title closing.

20. **PURCHASER'S DEFAULT:**

If purchaser defaults in taking title, it is agreed that seller may retain the sum paid to the escrow agent on account hereunder and reserves seller's right to all other remedies, and in such event, purchaser shall not be entitled to receive any sum paid on account under this contract, and the escrow agent shall pay said sum to the seller.

21. **SELLER'S REPRESENTATIONS:**

1. Seller makes no representation as to the taxes, expenses, or any other cost of operation and/or maintaining the premises or the income therefrom.

2. The seller does not and has not made any representation, statements or warranties with respect to the condition of the premises or of the personal property, if any, or other characteristics of the premises, the ability to build, or municipal approvals, if any, or any other expenses or operation of the premises or any matter whatsoever affecting the premises, or the sale. The purchaser hereby expressly acknowledges that no such warranties, statements or representations have been made, either by the seller or anyone acting on behalf of the seller, except as may be specifically set forth herein.

22. **BANK CHECKS/CERTIFIED FUNDS:**
In the event that the purchaser does not at the time of closing have a bank check or certified check to pay the balance of money due to the seller, then, in that event, the purchaser hereby agrees that all papers shall be held in escrow pending the clearance of any draft used to pay the balance of said purchase price and adjustments.

23. **BROOM CLEAN CONDITION:**
The house on the premises they shall be delivered vacant and broom clean at the time of closing.

24. **APPLIANCES:**
If any appliances are included in the transfer the Seller represents and warrants that the appliances and any personal property being transferred herein are sold free and clear of any liens and encumbrances.

25. **VIOLATION NOTICES:**
Violations of record in any town, county in any town, county, city, state, or federal department shall not be an objection of title. Such violations, if any, up to the date of closing shall be complied with by the Seller unless to do so would cost in excess of \$500.00, in which event Seller shall have the option of either complying with such violations or canceling this contract. If Seller exercises the option to cancel this contract by virtue of the foregoing, Seller shall refund to Purchaser all monies paid hereunder together with the cost of title examination, whereupon this contract shall be deemed null and void without any further obligation by either party to the other. If Seller is to cause the removal of said violations, Seller shall do so prior to the closing.

Notwithstanding the foregoing, in the event Seller elects to cancel the contract, Purchaser may elect to proceed with the purchase without Seller complying with the violation, in which event, Seller will credit Purchaser at closing with \$500.00 towards the purchase price.

26. **SMOKE ALARM AFFIDAVIT:**
Seller hereby agrees to provide to the Purchaser an affidavit of compliance of smoke alarm installation in a one or two family home in compliance with Section 378 Subdivision 5 of the Executive Law of the State of New York, if applicable and if requested in writing.

27. **1099 REQUIREMENT:**
Seller hereby agrees to provide pursuant to Section 6045 of the Internal Revenue Code information for the completion of a 1099-B and W-9 signed by the Seller to the Purchaser or to the lending institution Purchaser is obtaining financing through, if applicable.

28. **ESCROWEES:**
A. Seller's attorney ("Escrowee") shall hold the down payment for Seller's account in escrow in an IOLA account maintained by the attorneys for the Seller until closing or sooner termination of this contract and shall pay over or apply the down payment in accordance with the terms of this paragraph. The Social Security or Federal Identification numbers of the

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parties shall be furnished to the Escrowee upon request. At closing the down payment shall be paid by Escrowee to Seller. If for any reason closing does not occur and either party gives notice to Escrowee demanding payment of the down payment, Escrowee shall give prompt notice to the other party of such demand. If Escrowee does not receive notice of objection from such other party to the proposed payment within 10 business days after the giving of such notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such notice of objection within such 10 day period or if for any reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by notice from the parties of this contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the down payment with the Clerk of a Court in the county in which the premises are located and shall give notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

B. The parties acknowledge that, although Escrowee is holding the down payment for Seller's account, for all other purposes Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee, Seller and Purchaser jointly and severally agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

C. Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

D. Escrowee acknowledges receipt of the down payment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

E. Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the down payment or any other dispute between the parties whether or not Escrowee is in possession of the down payment and continues to act as Escrowee.

29. **METHOD OF PAYMENT:**

All money payable under this contract, unless otherwise specified, shall be paid by:

- A. Cash, but not over \$1,000.00;
- B. Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of

New York, unendorsed and payable to the order of the Seller, or as Seller may otherwise direct upon not less than 3 business days notice (by telephone or otherwise) to Purchaser;

C. As to money other than the purchase price payable to Seller at closing, uncertified check of Purchaser up to the amount of \$500.00; and

D. As otherwise agreed to in writing by Seller's attorney.

30. SELLER'S USE OF CLOSING MONEY:

If at closing there are liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

31. CONSTRUCTION OF CONTRACT TERMS:

In any construction of the terms of this contract, none of its terms shall be construed against the Seller by reason of the fact that the Seller or its attorneys drew the contract, since the final terms of this contract are the result of negotiations by parties having equal bargaining powers, with each of the parties having full access to legal representation.

32. AGRICULTURAL DISTRICT NOTICE (RPL § 333.c):

This notice is to inform prospective purchaser/residences that, the property may lie partially or wholly within an agricultural district, farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors, if applicable.

33. SELLER'S AFFIDAVIT:

If a title examination discloses judgments, bankruptcies or other returns against persons having names the same or similar to that of Seller, Seller shall deliver an affidavit at closing showing that they are not against Seller.

34. OBJECTION TO TITLE:

In the event that there are objection to title, Purchaser's attorney shall notify Seller's attorney, in writing, of such objection at least TEN (10) days prior to the date set for closing of title. In the event there is one or more objections to title, the Seller shall be entitled to adjournment of THIRTY (30) days to correct such objection. In the event that the objection is such that it shall require the institution of an action by the Seller to remove such objection, then at the Seller's option, the Purchasers agree that upon the return of the down payment, together with net title company charges, this contract shall be cancelled and neither party shall have any claim against the other.

35. **PROPERTY CONDITION DISCLOSURE STATEMENT:**
Purchasers acknowledge receipt of a Property Condition Disclosure Statement from the seller and notwithstanding the representations or information provided in said Property Condition Disclosure Statement, the purchaser understands and acknowledges purchaser has the right to do a home inspection on the premises for test, including but not limited to: termite, radon, structural, water, septic, testing of the electrical system, plumbing system, and that the purchaser is not relying on any representations contained by the seller in this contract or upon the Property Condition Disclosure Statement.

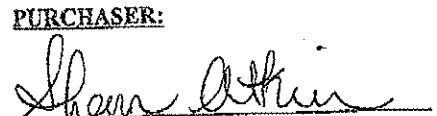
36. **MORTGAGE CONTINGENCY:**
It is understood and agreed that this contract is conditional upon the ability of the purchaser to obtain a first mortgage loan commitment covering the premises in the amount of \$ 129,920 with interest at the prevailing rate. In the event a commitment for such loan is not obtained from a lending institution within 30 days from the date hereof, then either party shall have the option of cancelling this contract, upon which the contract shall be deemed null and void and all sums paid hereunder by the purchasers shall be returned and all further rights of the parties hereto shall cease. The purchaser agrees to make diligent effort to procure such mortgage commitment and to execute all instruments and documents necessary for the obtaining of the same and to pay all expenses incidental to the procurement therefore.

37. **PRELIMINARY INSPECTIONS:**
This contract is subject to satisfactory results of such of the following inspections as may be desired by the Purchaser and to be completed at Purchaser's sole expense: structural, pest, water potability, septic/dye and radon. All such inspections shall be completed by Purchaser's at their own expense, within fifteen (15) days after receipt by Purchaser's attorney of a fully executed copy of this contract. Any objections due to non-satisfactory results of any such inspections shall be deemed waived if not raised, in writing, within thirty (30) days after receipt by Purchaser's attorney of a fully executed copy of this contract.

38. **ATTORNEY AUTHORIZATION FOR EXTENSIONS OF TIME:**
By the execution of this Contract, Seller(s) and Purchaser(s) hereby agree that their respective counsel, on behalf of their respective client(s), are authorized to extend any period of time for the performance by either party of any term or condition of this Contract without the necessity of execution of any agreement by Seller(s) or Purchaser(s), provided that such agreement to extend such period of time is in writing and signed by the attorneys for both parties.

39. **PURCHASER'S REPRESENTATION/CREDIT WORTHINESS:**
If this agreement is made subject to purchasers obtaining a mortgage commitment, purchasers represent that they are credit worthy, and know of no impediment to their obtaining a mortgage commitment for the mortgage sum and under the terms as set forth in this agreement. Purchasers acknowledge that the sellers herein have relied upon this representation, and have caused their attorney to prepare this contract of sale. In the event that a mortgage does not issue because the purchasers lending institution deems purchasers

unworthy of credit, all earnest moneys deposited hereunder shall be returned to the purchaser, less the sum of \$500.00, which shall be paid to RUSK, WADLIN, HEPPNER & MARTUSCELLO, LLP, as its fee for preparing this contract of sale.

SELLER:
Barbara Gephart
SS# _____PURCHASER:
Sharon Atkins
SS# _____

Barbara C. Gephard
Town of Marlborough, County of Ulster

ALL that certain plot, piece, or parcel of land, situate, lying, and being in the Town of Marlborough, County of Ulster, State of New York being known as Lot #1 on a map entitled "Map of Lot Line Revision Prepared for Barbara C. Gephard and Margaret Wischoff" filed in the Ulster County Clerk's Office on December 28, 2005 as map # 05-1867 being more particularly bounded and described as follows:

BEGINNING at a point lying on the westerly side of Lattintown Road (County Highway #11), said point being the southeasterly corner of lands now or formerly of Troncillito Farms, Inc. and also being the northeasterly corner of the parcel herein intended to be described.

THENCE on a curve to the left having a radius of 789.35 feet and an arc length of 20.86 feet along the westerly side of Lattintown Road (County Highway #11) to a point

THENCE north 73 degrees 38 minutes 30 seconds west for a distance of 244.93 feet along Lot #2 on the above referenced filed map to a point.

THENCE south 32 degrees 09 minutes 20 seconds west for a distance of 167.86 feet continuing along Lot #2 on the above referenced filed map to a point.

THENCE south 33 degrees 45 minutes 37 seconds west for a distance of 147.18 feet continuing along Lot #2 on the above referenced filed map to a point.

THENCE north 72 degrees 43 minutes 40 seconds west for a distance of 136.46 feet along lands now or formerly of Troncillito to a point.

THENCE north 32 degrees 57 minutes 30 seconds east for a distance of 182.18 feet along lands now or formerly of Troncillito Farms, Inc. to a point.

THENCE north 35 degrees 00 minutes 00 seconds east for a distance of 163.00 feet continuing along lands now or formerly of Troncillito Farms, Inc. to a point.

THENCE south 69 degrees 30 minutes 11 seconds east for a distance of 128.00 feet continuing along lands now or formerly of Troncillito Farms, Inc. to a point.

THENCE south 73 degrees 38 minutes 30 seconds east for a distance of 233.34 feet continuing along lands now or formerly of Troncillito Farms, Inc. to the point or place of beginning.

SAID parcel contains 49,252.94 square feet or 1.131 acres more or less.

SUBJECT to any easements, covenants, or restrictions of record.

The purpose of this deed is to consolidate the property of Barbara C. Gephard and said description includes premises conveyed to Barbara C. Gephard by deed dated April 12, 2002 recorded in Liber 3341 at Page 334 in the Ulster County Clerk's Office as well as a deed dated January 27, 2006 from Margaret Wischoff to Barbara C. Gephard and being filed in the Ulster County Clerk's Office. - *Simultaneously filed with*

SCHEDULE A

SCHEDULE "B"

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built before 1978 is notified that such property may present exposure to from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead based paint hazards (Check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing.
If checked, the following explanation is provided: None

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (Check (i) or (ii) below):

(i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
If checked, the following documents were provided: None

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment - By Purchaser's execution below, Purchaser acknowledges that:

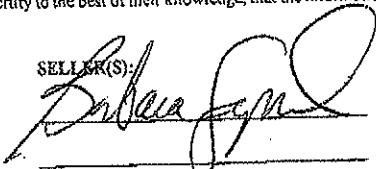
(c) Purchaser has read the Lead Warning Statement above and understand its contents, and has received copies of all information listed above.

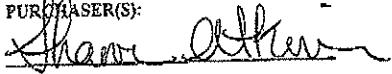
(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards.

Certification of Accuracy

The parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

SELLER(S):


PURCHASER(S):


PURCHASER'S RIDER TO CONTRACT OF SALE

1. In the event that there is a conflict between the language contained in this rider and that of the form contract or first rider annexed thereto (if any), the language of this rider shall control.
2. Seller represents that to the best of their knowledge the dwelling upon the premises is a lawful one family dwelling and that on file at the local building department there exists a Certificate of Occupancy for the said premises and any improvements or additions thereon, or proof that the premises and all improvements and additions thereto were constructed prior to zoning and that no Certificate of Occupancy is required.
3. If the main agreement, or attachment, contains any provision pursuant to which title is to be conveyed subject to restrictions, conditions, agreements, easements, covenants of record, the same shall be deemed to have the following language added hereto: "...provided the same are not violated by existing structures and uses, provided that the same do not prevent the erection and maintenance of a single family dwelling and customary accessory uses, and further provided that the same do not render title unmarketable or uninsurable".
4. If the main agreement, or any other attachment, contains any provision pursuant to which title is to be conveyed subject to utility easements, whether by specific reference to the recorded instruments or by general reference to such easements or record, the same shall be construed to mean those utility easements which might either be observed by inspection of the premises or provided the same are not limited to within fifteen (15) feet of the street line or in the street with no greater privilege than keeping lines clear a distance of not more than fifteen (15) feet except for Power line tower along rear of property.
5. If the main agreement, or any other attachment, contains a provision pursuant to which title is to be conveyed subject to building and zoning ordinances of the municipality in which the premises are located, the same shall be deemed to have the following language added thereto: "...provided the same are not violated by existing structures and uses."
6. If the main agreement, or any other attachment, contains a provision pursuant to which title is to be conveyed subject to any state of facts an accurate survey may show, the same shall be deemed to have the following language added thereto: "...provided the same does not render title unmarketable or uninsurable".

7. Sellers represent to the best of their knowledge:
 - a. That the premises are not located in a designated wetlands area;
 - b. That the premises are not located in the one hundred year flood plain;
8. If the premises, or any portion thereof, are situated in a "flood zone," the purchasers shall have the option of canceling this agreement upon written notice to sellers' attorney. Upon receipt of said notice, this contract shall be deemed cancelled and of no further force or effect and purchaser's downpayment shall be returned forthwith. Purchaser shall have 21 days from the receipt of a fully executed contract of sale to ascertain if the premises lie within a "flood zone."
9. Sellers shall indemnify and save purchasers harmless from any charges made against the premises by any taxing authority for roll-back taxes or tax penalties due as the result of the loss of any prior tax exemption afforded to seller as predecessor in title.
10. Possession of the premises shall be conveyed in vacant and broom clean condition at title Closing.
11. This contract is contingent upon purchasers obtaining a mortgage commitment for a conventional mortgage, to be amortized over 360 months, in a maximum amount of ~~\$190,000.00~~ at prevailing interest rates, within 30 days of the date that a fully executed agreement is delivered to purchasers. This includes VA loans.

In the event that purchasers have not obtained a mortgage commitment on or before the aforesaid date, the attorney for either party hereto may cancel this agreement upon written notice to the other party's attorney. In the event that this agreement is cancelled because of the purchasers inability to obtain a mortgage commitment in accordance with this agreement, the downpayment paid hereunder shall be promptly returned to the purchasers, after which this contract shall be deemed null and void and of no further force or effect.
12. This contract is specifically contingent upon a satisfactory appraisal of the property for an amount at or greater than the sale price set forth in the contract of sale.
13. It is understood and agreed that the downpayment paid pursuant to this agreement shall be held in escrow by the attorney for the sellers herein pending title closing pursuant to the terms and conditions contained in this agreement. In the event that a dispute arises between the parties concerning the disposition of said downpayment, the escrow agent herein shall be relieved of any further responsibility with regard to same by paying the same into a Court of competent jurisdiction pending judicial determination concerning same.
14. Sellers represent that the major appliances conveyed herewith will be in operating condition at closing of title; additionally, sellers represent that the plumbing (including water supply and septic system, if any) heating and air conditioning (if any), electrical and mechanical systems, equipment and machinery will be in working order; and that the roof and ~~basement~~ at the premises shall be free of leaks at the closing of title.

14. This contract is contingent upon the satisfactory results of a "home inspection" conducted at the premises which shall include but not be limited to a structural and systems analysis of the premises, along with an inspection for wood-boring insect and/or pest infestation. If purchasers expect to obtain funding through a VA and/or FHA loan, the cost for the requisite termite inspection shall be born by Purchaser's.

In the event that such inspections disclose infestation of the premises by wood-boring insects or other pests, contamination of the premises by radon in excess of 4 PCL, or other defects, purchaser shall have the option of canceling this agreement or allowing the sellers to cure same by means acceptable to purchaser, at the sole cost and expense of sellers, who shall assign all guarantees as may be appropriate to purchasers. Such inspection(s) shall take place within 10 days of this agreement or be waived.

In the event that purchasers opt to cancel this agreement in accordance with this paragraph, the downpayment paid hereunder shall be promptly returned to purchasers.

15. Sellers warrant that in the event that the premises are conveyed with a well, that such water as is delivered by said well meets the standards established by the Board of Health for drinking purposes and delivers an adequate supply of water per minute.

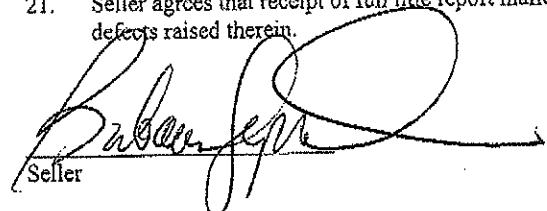
In the event that the well does not meet acceptable drinking standards, as aforesaid, the well shall be properly treated and re-tested at Sellers sole cost and expense. Sampling shall not be performed within five days of treatment. The System shall be adequately flushed and purchaser shall be notified at least 48 hours prior to treatment and sampling.

16. Sellers agree to allow such persons that have been retained by purchasers to conduct the various surveys and inspections provided for herein access to the premises at reasonable times and upon reasonable notice to sellers for the purpose of conducting such inspections, tests, surveys and reports as are authorized herein. It is understood and agreed that water and all systems will be operational at such times as the aforesaid inspections are conducted.

17. Purchaser shall be entitled to all remedies they are entitled to at law or in equity, including the right to maintain an action for specific performance in the event of seller's breach of this agreement.

18. In the event of the death or permanent and disabling injury of any person indicated on this contract of sale as a Purchaser or as a Seller, occurring prior to the Closing of Title, the surviving Purchaser, Seller and/or their estate shall have a period of fifteen (15) days from date of death or date of permanent disability in which to terminate this Contract of Sale, upon which all sums of money paid on account of this transaction shall be promptly refunded. In the event no election to terminate is made within the said fifteen (15) days, the right to terminate shall be forfeited and this Contract shall be binding on the distributees, heirs, executors, administrators and assigns of the respective parties.

19. In the event that seller is unable to convey clear and marketable title to purchaser, seller agrees to reimburse purchaser for reasonable title cancellation and survey costs up to a maximum of \$500.00
20. Seller agrees to maintain the premises up to and including the day of closing, including but not limited to mowing and trimming the lawn, as well as snow and ice removal as required.
21. Seller agrees that receipt of full title report mailed to Seller is sufficient notice of any title defects raised therein.



Seller

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S
ACTS (INDIVIDUAL OR CORPORATION)**

FORM 8002 (short version), FORM 8007 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 15th day of April, 2013,

BETWEEN

SHARON ATKINS n/k/a SHARON THOMAS, of 11 Rodeo Drive, Marlboro, New York 12542,
party of the first part, and

SHARON THOMAS of 11 Rodeo Drive, Marlboro, New York 12542,
party of the second part;

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00)
and other 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 Marlboro, County of Ulster, State of New York and being more
particularly bounded and described in Schedule 'A' attached hereto and made a part hereof;

BEING AND INTENDED to be the same premises conveyed to SHARON ATKINS n/k/a SHARON
THOMAS who~~s~~ acquired title by deed from BARBARA C. GEPHARD dated October 31, 2008 and
recorded in the Ulster County Clerk's Office on January 27, 2009 as Instrument No. 2009-1008.

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.

Section: 108.3

Block: 2

Lot: 34.100

Schedule A Description

ALL that certain plot, piece or parcel of land situate lying and being in the Town of Marlborough, County of Ulster and State of New York, being known and designated as Lot No. 1 on a certain map entitled, "Map of Lot Line Revision Prepared for Barbara C. Gephard and Margaret Wischoff," filed in the Ulster County Clerk's Office on December 28, 2005 as Map No. 05-1867, being bounded and described as follows:

BEGINNING at a point lying on the westerly side of Lattintown Road (County Highway #11), said point being the southeasterly corner of lands now or formerly of Troncillito Farms, Inc. and also being the northeasterly corner of the parcel herein intended to be described;

THENCE on a curve to the left having a radius of 789.35 feet and an arc length of 20.86 feet along the westerly side of Lattintown Road (County Highway #11) to a point;

THENCE North 73 degrees 38 minutes 30 seconds West for a distance of 244.93 feet along Lot No. 2 on the above referenced filed map to a point;

THENCE South 32 degrees 09 minutes 20 seconds West for a distance of 167.86 feet continuing along Lot No. 2 on the above referenced filed map to a point;

THENCE South 33 degrees 45 minutes 37 seconds West for a distance of 147.18 feet continuing along Lot No. 2 on the above referenced filed map to a point;

THENCE North 72 degrees 43 minutes 40 seconds West for a distance of 136.46 feet along lands now or formerly of Troncillito to a point;

THENCE North 32 degrees 57 minutes 30 seconds East for a distance of 182.18 feet along lands now or formerly of Troncillito Farms, Inc. to a point;

THENCE North 35 degrees 00 minutes 00 seconds East for a distance of 163.00 feet continuing along lands now or formerly of Troncillito Farms, Inc. to a point;

THENCE South 69 degrees 30 minutes 11 seconds East for a distance of 128.00 feet continuing along lands now or formerly of Troncillito Farms, Inc. to a point;

THENCE South 73 degrees 38 minutes 30 seconds East for a distance of 233.34 feet continuing along lands now or formerly of Troncillito Farms, Inc. to the point

Schedule A Description - continued

Title Number **GA-121421-U**

Page **2**

or place of BEGINNING.

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.

Sharon Atkins n/k/a
Sharon Thomas
SHARON ATKINS n/k/a SHARON THOMAS

Acknowledgment by a Person Within New York State (RPL § 309-a)

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

On the 15th day of April in the year 2013, before me, the undersigned, personally appeared SHARON ATKINS n/k/a SHARON THOMAS, 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 she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

~~(signature and office of individual taking acknowledgment)~~

JOSEPH M. SAFFIOTI
Notary Public, State of New York
No. 4985013
Qualified in Orange County
Commission Expires August 5, 2013

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

THIS INDENTURE, made this 31st day of October, Two Thousand Eight

BETWEEN

BARBARA C. GEPHARD, residing at 501 Old Indian Road, Milton, NY 12547
party of the first part, and

SHARON ATKINS, residing at 187 Mount Zion Road, Marlboro, NY 12542
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other 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,

SEE ATTACHED SCHEDULE A

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.

IN PRESENCE OF:



BARBARA C. GEPHARD

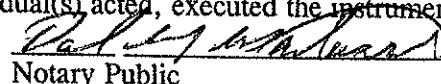
STATE OF NEW YORK)

Ulster

ss:

COUNTY OF ORANGE)

On the 31st day of October, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared BARBARA C. GEPHARD, 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 on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

DANIEL M. MARTUSCELLO
NOTARY PUBLIC, State of New York
Qualified in Ulster County
Commission Expires Sept. 30, 2010

R & R to: **Michael McCann, Esq.**
O'Keefe & McCann
25 Main Street

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BEGINNING at a point lying on the westerly side of Lattintown Road (County Highway #11), said point being the southeasterly corner of lands now or formerly of Troncillito Farms, Inc. and also being the northeasterly corner of the parcel herein intended to be described.

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SAID parcel contains 49,252.94 square feet or 1.131 acres more or less.

SUBJECT to any easements, covenants, or restrictions of record.