

**Town of Marlborough Planning Board****Minor Site Plan Application****Short Term Rentals, Home Occupations, and****Bed and Breakfasts****Application #**

Please refer to the Town of Marlborough Town Code including but not limited to Sections 155-31 O and 155-32.3 on short term rentals, 155-23 on Home Occupations, 155-32 special use permits, and

<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.

Application requirements include but are not limited to the following materials: (155-31 O 4 for short term rentals)

**Project Narrative**

Date of Initial Submission and Latest Revision	
Name of Proposed Business and/or nature (if applicable) 155-31 O 4 (b) (iv)	Sunrise on the Hudson
Address of Project Site 155-31 O 4 (b) (i)	6 Cheroke Drive, Milton NY 12547
Tax Section, Block, and Lot Number(s)	103.3-2-62 , Block 2 , Lot 62,000
Zoning District(s) 155-31 O 4 (b) (iii), 155-12	R Residential District, R-1 Residential District, R-Ag-1 Rural Agricultural District, indicate (R-1 )
Gross Square Footage of Each Building 155-31 O 4 (b) (ix)	3000 <i>Short term rentals not permitted in multifamily houses</i> <i>BnB</i>
Number of Bedrooms to be Rented for Short term rentals and bed and breakfast	3 <i>No increase in bedrooms permitted</i>
Number of Parking spaces 155-31 O 4 (b) (x)	2
Number of Employees 155-31 O 4 (b) (xi)	0
Proposed days and hours of operation are indicated. 155-31 O 4 (b) (xii)	24/7

**Project Description Narrative (see checklist item 2)**

Property is two levels 3,000 SF one family house on a 0.46 acres lot, which is used solely for our family residence. One of the two levels is a finished basement of 1,000 SF. We propose using the 3 bedrooms on the top level for a bed and breakfast. The existing driveway is sufficient to accomodate the guest's car/s. No additional development is planned. The house septic system, the water provided by the town, and driveway are originally designed to accomodate the additional six adults with children. Therefore there will be no impact on services. The nearest neighbor is 40 FT away however a line of trees around the property allows for privacy and noise restrictions will be imposed to avoid impact on our neighbors. The proposal does not conflict with the zoning. No ethics code required.

## Contacts

Name of Property Owner 155-31 O 4 (b) (ii), 155-1	Francesco Mauro & Kaylyn Gardner
Address of Property Owner	6 Cherokee Drive, Milton NY 12547
Telephone Number of Property Owner:	631-977-9845 & 631-312-6703
Email of Property Owner	framauro94@gmail.com & kgardner713@gmail.com
Name of Applicant (if different)	SAME
Address of Applicant	
Telephone Number of Applicant	
Email Address of Applicant	

### Professional contacts if applicable

Name of Surveyor	William E. James , P.E. , P.L.S
Address of Surveyor	8 Cheanoa Lane, Wallkill NY 12589
Telephone Number of Surveyor	845-566-6522
Email Address of Surveyor	wejames@optonline.net
Name of Engineer	NA
Address of Engineer	
Telephone Number of Engineer	
Email Address of Engineer	
Name of Attorney	NA
Address of Attorney	
Telephone Number of Attorney	
Email Address of Attorney	
Name & Profession of Other Involved Personnel	NA
Address of Other Involved Personnel	
Telephone Number of Other Involved Personnel	
Email of Other Involved Personnel	

## Town of Marlborough Planning Board

### Checklist for Minor Site Plan Application

The following items shall be submitted for a Planning Board Minor Site Plan Application to be considered complete.

Please check each required item. Use the separate page attached explaining any waivers requested from the checklist. After final approval is given by the Planning Board, the Building Department should be contacted for further guidance regarding permit requirements 155-32.2.

<b>Y / N</b>	<b>Required Items To Be Submitted</b>
<b>1</b> Y	Twelve (12) copies this completed application, all maps, plans, reports, and a PDF file of all documentation submitted. Any plan sets must be submitted in collated packages.
<b>2</b> Y	Complete Narrative Description Page 1 use additional pages if need 155-31 O 4 (b) A description of the existing site and use 155-31 O 4 (b) (v) A description of the intended site development and use 155-31 O 4 (b) (vi) Anticipated impacts on services (i.e. traffic, water, sewer) 155-31 O 4 (b) (vii) 155-23 D The impact on adjoining property (i.e. noise, visual, drainage, other) 155-31 O 4 (b) (viii) 155-23 D An analysis of how the project complies with the requirements contained within this Chapter 155, Zoning, is included. Any waivers or variances needed have been identified.
<b>3</b> Y	Completed Minor Site Plan Application (Pages 1 and 2) and Disclaimer page 10.
<b>4</b> Y	Site Plan Application Checklist Complete (Automatic application rejection without checklist) pages 3 to 4
<b>5</b> Y	Home Occupation 155-23 D – “There shall be no structural alteration to the principal building in order to accommodate the home occupation. Home occupations shall generate no noise, odor, vibration, smoke, dust, traffic or other objectionable effects.” Short term rentals and home occupations are classified as Type 2 SEQRA action (No Environmental Assessment Form is required).
<b>6</b> N	Letter of Agent Statement Page 11 if applicable. Notice of Disclosure or Interest pages 6-8 if applicable.
<b>7</b> Y	Application Fee Paid (Separate check from Escrow Fee) see page 9
<b>8</b> Y	Initial Escrow Fee Paid (Separate check from Application Fee) see page 9
<b>9</b> 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 (aa) (1).
<b>10</b> N/A	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 (aa) (2).
<b>11</b> N/A	Agricultural Data Statement (If applicable).
<b>12</b> Y	Photographs of the site and buildings and/or aerials thereon are included. They are encouraged, not required by Planning Board. See <a href="https://ulstercountyny.gov/maps/parcel-viewer/">https://ulstercountyny.gov/maps/parcel-viewer/</a>
<b>13</b> N	Show signing proposed for Home Occupation see 155-27 and 155-28. No signing is permitted for short term rentals.155-32.3 l.

MINOR PLAN REQUIREMENTS	
14 <sup>Y</sup>	Outline the proposed design showing Title of the drawing, including the name and address of the owner of record 155-31 O (c) (i).
15 <sup>Y</sup>	Outline the proposed design showing boundary lines of the property. 155-31 O (c) (ii).
16 <sup>Y</sup>	Outline the proposed design North arrow, scale and date. 155-31 D (4) (b).
17 <sup>Y</sup>	Outline the proposed design showing names and uses of all owners of record adjacent to the applicant's property. 155-31 O 4 (c) (iii).
18 <sup>Y</sup>	Outline the proposed design showing existing zoning district 155-31 O 4 (c) (v).
19 <sup>Y</sup>	Outline the proposed design showing location of all existing and proposed buildings and other improvements. 155-31 O 4 (c) (vi).
20 <sup>Y</sup>	Outline the proposed design depicts floor plans, A table indicating square footage of building areas to be used for a particular use, such as home Occupation 155-23 A bed and breakfast 155-1 definition: maximum number of employees 155-23 E.
21 <sup>Y</sup>	Outline the proposed design showing existing and proposed parking, number of parking spaces and analysis of parking requirement. 155-31 O 4 (c) (vii) (viii). Number of off-street parking spaces. short term rental 55-31 O 4 (b) (x) Bed and breakfast 155-27 (minimum of 200 square feet each. See 155-27 A (1) (a)).
22 <sup>Y</sup>	Outline the proposed design showing the names of existing streets, other access ways and site ingress and egress. 155-31 O 4 (c) (iv) and 155-31 O 4 (c) (ix).

The proposed Site Plan has been prepared in accordance with this checklist.

APPROVAL BY THE PLANNING BOARD IS NOT PERMISSION TO START OPERATION. CONTACT THE BUILDING DEPT. FOR SHORT TERM RENTALS ALSO SEE SECTION 155-32.3 FOR PERMIT AND SAFETY INSPECTION REQUIREMENTS.

By: Kaylyn E. G. Financial Analyst Date 9-2-2025

# **Town of Marlborough Planning Board**

## **Legal Notices for Public Hearing**

### **Procedure for Legal Notices:**

1. The Town of Marlborough Planning Board will schedule Public Hearings during a regularly scheduled meeting after approval for the Public Hearing has been granted.
2. Applicants are required to obtain surrounding property owner names and addresses from the Ulster County Parcel viewer for 500 feet from the parcel. See <https://ulstercountyny.gov/maps/parcel-viewer/>.
3. Applicants are required to send a Public Notice Letter, obtained from the Town of Marlborough Planning Board Office, via Certified Mail to property owners no less than 10 days prior to Public Hearing.
4. The Town of Marlborough Planning Board Office will send notification to the Town's official newspaper.
5. All Certified Mail receipts, in addition to a copy of the Ulster County Parcel viewer's listing of names and addresses, must be submitted at the Public Hearing.

Any questions regarding procedures should be directed to The Town of Marlborough Planning Board Office.  
Phone: 845-795-6167  
Email: [marlboroughplanning@marlboroughny.us](mailto:marlboroughplanning@marlboroughny.us)

# 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, Kaylyn Gardner & Francesco Manno, residing at 6 Cherokee Drive, Milton NY 12547, make the following statements about interests in the real property which is the subject of this

application, petition or request for a Bed and Breakfast,

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:

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**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: Kaylyn E Gardner Date: 9/18/2025

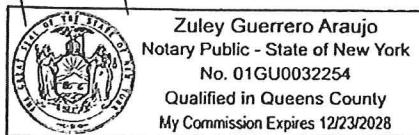
#### **ACKNOWLEDGMENT**

State of New York

County of:

On 09/18/2025, before me personally appeared Kaylyn Gardner - Francesco Mavro, 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



# **PLANNING BOARD FEES**

**(ALL APPLICATIONS Subject to Escrow Fees)**

Please make checks payable to: Town of Marlborough

## **Application Fees:**

Residential Subdivision – Single Family or Town House	\$1,000.00, plus \$150.00 per Lot or Unit
Residential Site Plan – Multi Family Apartments or Condos	\$1,000.00, plus \$100.00 per Unit
Commercial Subdivision	\$1,000.00, plus \$200.00 per Lot or Unit
Commercial Site Plan	\$2,000.00, plus \$10.00 per 1,000 Sf of Bldg.
Minor Site Plan (Short Term Rental, Home Occupation, Bed & Breakfast)	\$500.00
*For Minor Site Plans contact the Building Department for safety inspection, permit and other applicable fees*	
All other Site Plans Reviews	\$1,000.00
Simple 2 Lot Line Revision	\$1,000.00
Recreation Fees (Residential Subdivision & Site Plans-Excludes parent parcel)	\$2,000.00 per Lot or Unit
Recreation Fees Adult Multiple Dwelling Affordable Housing (50 and over)	\$ 500.00 per Unit

**Escrow Fees:** (Escrow is to cover the cost of the attorney, engineer, stenographer and any additional consultants needed. Escrow is to be replenished to 75% of the original escrow when level drops to 25% remaining in account.)

Residential Subdivision – Single Family or Town House	\$2,500.00, plus \$150.00 per Lot or Unit
Residential Site Plan – Multi Family Apartments or Condos	\$2,500.00, plus \$100.00 per Unit
Commercial Subdivision	\$2,500.00 per lot (up to 4 lots) \$200.00 Per Lot Thereafter
Commercial Site Plan	\$3,000.00 Minimum
Minor Site Plan (Short Term Rental, Home Occupation, Bed & Breakfast)	\$1,500.00 Minimum
*For Minor Site Plans contact the Building Department for safety inspection, permit and other applicable fees*	
All other Site Plans Reviews	\$2,000.00 Minimum
Simple 2 Lot Line Revision	\$2,000.00 Minimum
Preliminary Conceptual Site Plan	\$500.00

## **Engineer Inspection Fees (All Town Roads Installation Inspections)**

Improvements as approved by Town Engineer	5% of the Estimated cost to construct
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## 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.

Francesco Mauro & Kaylyn Gardner

Applicant's Name (Print): \_\_\_\_\_

Applicant's Signature: Kaylyn Gardner Francesco Mauro  
9-2-2025

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

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

**Town of Marlborough Planning Board**  
**Letter of Agent**

I (We), \_\_\_\_\_ am (are) the owner(s) of  
a parcel of land located  
on \_\_\_\_\_ in the Town  
of Marlborough, Tax Map Designation: Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_.

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  Lot Line Revision Application. (check one)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State Of New York  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said

State, 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 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.

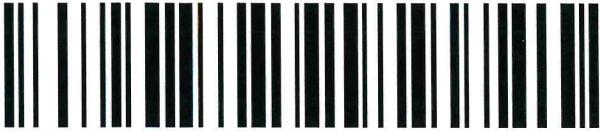
\_\_\_\_\_  
Notary Public



ULSTER COUNTY – STATE OF NEW YORK  
NINA POSTUPACK, COUNTY CLERK  
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 7375 / 287  
INSTRUMENT #: 2024-7561

Receipt #: 2024050682

Clerk: SM

Rec Date: 07/15/2024 03:24:50 PM

Doc Grp: D

Descrip: DEED

Num Pgs: 15

Rec'd Frm: STATEWIDE ABSTRACT CORP

Party1: ROSENSTEIN GEORGE BY ADM

Party2: MAURO FRANCESCO

Town: MARLBOROUGH

103.3-2-62

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	10.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 200.00

Transfer Tax	
Transfer Tax - State	1400.00

Sub Total: 1400.00

Total: 1600.00

\*\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 5228

Transfer Tax

Consideration: 350000.00

Transfer Tax - State 1400.00

Total: 1400.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

Record and Return To:

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

ELECTRONICALLY RECORDED BY CSC

*Nina Postupack*  
Nina Postupack  
Ulster County Clerk

Statewide Abstract Corporation  
Record 202 Mamaroneck Avenue  
The L White Plains, NY 10601 .C  
53 Ak  
Pawlii

57133235

Municipality: Town of Marlborough  
S.B.L.: 103.3-2-62  
Known as: 6 Cherokee Drive, Milton, NY 12547

**ADMINISTRATOR'S DEED**

**THIS INDENTURE** made the 27<sup>th</sup> of June, 2024,

**BETWEEN** Cori Johnston, residing at 74 Beaver Pond Rd., Waterbury Center, VT 05677, as Administratrix of the Estate of George Rosenstein, late of Town of Marlborough, Ulster County, New York who died intestate on the 10th day of November, 2021, party of the first part, and Francesco Mauro and Kaylyn Gardner, ~~as joint Tenants w/ rights~~, residing at 58-18 78th Avenue, Ridgewood NY 11385, party of the second part;

**WITNESSETH:**

That whereas Letters of Administration were issued to the party of the first part by the Surrogate's Court, Ulster County, New York on February 6, 2024 and by virtue of the power and authority given by Article 11 of the Estates, Powers and Trusts Law, and in consideration of Three Hundred Fifty Thousand (\$350,000.00) Dollars, paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land with the improvements thereon erected, situate, lying and being in the Town of Marlborough, County of Ulster, State of New York, and more particularly described as follows:

**SEE SCHEDULE "A" DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF.**

Subject to covenants, easements and restrictions of record.

**BEING** and intended to be the same premises conveyed to Cori Johnston, Administratrix of the Estate of George Rosenstein, who died a resident of Ulster County on November 10, 2021, Ulster County Surrogate's Court File No. 2024-60, by deed of George T. Rosenstein and Sheila M. Rosenstein, dated August 29, 1997 and recorded January 28, 1998, in the Office of the Ulster County Clerk in Liber 2755 of Deeds at Page 314.

Sheila Rosenstein, who died on June 10, 2015, having George Rosenstein as her surviving spouse.

**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 which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or otherwise;

**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 said premises have been incumbered in any way whatever, except as aforesaid.

Subject to the trust fund provisions of section thirteen of the Lien Law.

The word "party" shall be construed as if it read "parties" wherever 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:**

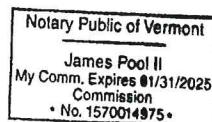


Cori Johnston, Administratrix  
of the Estate of George Rosenstein

**ACKNOWLEDGMENT OUTSIDE OF NEW YORK STATE**

STATE OF Vermont )  
COUNTY OF Washington ss.:

On the 24<sup>th</sup> day of June 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Cori Johnston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Vermont County of Washington.



NOTARY PUBLIC

***First American Title Insurance Company***

Title Number: **SA-123235-U**

**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, and being designated as Lot No. 9. Block A, on a certain map entitled, "Featherstone - Kaley Development" filed 1/08/57 in the Office of the Ulster County Clerk and designated as Filed Map No. 1856, bounded and described as follows:

BEGINNING at a point in the easterly line of Cherokee Drive, said point being the northwesterly corner of Lot No. 10, Block A, as shown on the said map;

THENCE along the said easterly line of Cherokee Drive, North 23 degrees 21' 30" East 100.02 feet to a point;

THENCE along the southerly line of Lot No. 8. Block A, as shown on the said map, South 68 degrees 33' 00" East 208.41 feet to a point;

THENCE along the westerly lines of Lot No. 14 and 13, Block A, as shown on the said map, South 30 degrees 57' 40" West 101.36 feet to a point;

THENCE along the northerly line of the said Lot No. 10, Block A, North 68 degrees 33' 00" West 195.00 feet to the point or place of BEGINNING.

**Swis Code # 513600**  
**Date Deed Recorded 07/15/2024**  
**Bk # 7375 Pg # 287 Instr # 2024-7561**

New York State Department of  
**Taxation and Finance**  
Office of Real Property Tax Services  
**RP- 5217-PDF**  
Real Property Transfer Report (8/10)

**PROPERTY INFORMATION**

1. Property Location 6 Cherokee Drive  
\* STREET NUMBER \* STREET NAME

Marlborough 12547  
\* CITY OR TOWN \* ZIP CODE

2. Buyer Name Mauro Francesco  
\* LAST NAME/COMPANY FIRST NAME

Gardner Kaylyn  
\* LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent  
If other than buyer address(at bottom of form) LAST NAME/COMPANY FIRST NAME

STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel (Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

5. Deed Property Size 100 X 208 OR 0.00 \* FRONT FEET \* DEPTH \* ACRES (B) Subdivision Approval was Required for Transfer

4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name Estate of George Rosenstein by Cori Johnston, Administratrix  
\* LAST NAME/COMPANY FIRST NAME

LAST NAME/COMPANY FIRST NAME

7. Select the description which most accurately describes the use of the property at the time of sale:

A. One Family Residential

Check the boxes below as they apply:

8. Ownership Type is Condominium

9. New Construction on a Vacant Land

10A. Property Located within an Agricultural District

10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

**SALE INFORMATION**

11. Sale Contract Date 05/14/2024

\* 12. Date of Sale/Transfer 06/27/2024

\* 13. Full Sale Price 350000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- A. Sale Between Relatives or Former Relatives
- B. Sale between Related Companies or Partners in Business.
- C. One of the Buyers is also a Seller
- D. Buyer or Seller is Government Agency or Lending Institution
- E. Deed Type not Warranty or Bargain and Sale (Specify Below)
- F. Sale of Fractional or Less than Fee Interest (Specify Below)
- G. Significant Change in Property Between Taxable Status and Sale Dates
- H. Sale of Business is Included in Sale Price
- I. Other Unusual Factors Affecting Sale Price (Specify Below)
- J. None

Comment(s) on Condition:

Administrator's Deed

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

16. Year of Assessment Roll from which information taken(YY) 24 \*17. Total Assessed Value 166,800.00

\*18. Property Class 210 \*19. School District Name Marlboro

\*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))  
103-3-2-62

**CERTIFICATION**

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

**SELLER SIGNATURE**

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

BUYER SIGNATURE

DATE 01/24/2024

BUYER SIGNATURE

DATE 06/27/2024

BUYER'S ATTORNEY

LAST NAME FIRST NAME

AREA CODE TELEPHONE NUMBER (Ex: 9999999)

STREET NUMBER STREET NAME

CITY OR TOWN STATE ZIP CODE

LAST NAME FIRST NAME

AREA CODE TELEPHONE NUMBER (Ex: 9999999)

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FOR COUNTY USE ONLY

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

**Swis Code # 513600**  
**Date Deed Recorded 07/15/2024**  
**Bk # 7375 Pg # 287 Instr # 2024-7561**



**New York State Department of  
Taxation and Finance**

Office of Real Property Tax Services

**RP- 5217-PDF**

Real Property Transfer Report (8/10)

**PROPERTY INFORMATION**

1. Property Location	6	CHEROKEE DRIVE	
* STREET NUMBER		* STREET NAME	
MARLBOROUGH		12547	
* CITY OR TOWN		* ZIP CODE	
2. Buyer Name	MAURO	FRANCESCO	
* LAST NAME/COMPANY		FIRST NAME	
GARDNER		KAYLYN	
LAST NAME/COMPANY		FIRST NAME	
3. Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)		
LAST NAME/COMPANY		FIRST NAME	
STREET NUMBER AND NAME		CITY OR TOWN	
STREET NUMBER AND NAME		STATE	
STREET NUMBER AND NAME		ZIP CODE	
4. Indicate the number of Assessment Roll parcels transferred on the deed	1	# of Parcel's OR <input type="checkbox"/> Part of a Parcel	(Only If Part of a Parcel) Check as they apply:
			<input type="checkbox"/> 4A. Planning Board with Subdivision Authority Exists
5. Deed Property Size	100	X 208 OR 0.00	<input type="checkbox"/> 4B. Subdivision Approval was Required for Transfer
* FRONT FEET		* DEPTH	<input type="checkbox"/> 4C. Parcel Approved for Subdivision with Map Provided
* LAST NAME/COMPANY		FIRST NAME	
6. Seller Name		FIRST NAME	
* LAST NAME/COMPANY		FIRST NAME	
CORI JOHNSTON, ADMIN.		FIRST NAME	
LAST NAME/COMPANY		FIRST NAME	
*7. Select the description which most accurately describes the use of the property at the time of sale:			
<input type="checkbox"/> A. One Family Residential <input type="checkbox"/> 8. Ownership Type is Condominium <input type="checkbox"/> 9. New Construction on a Vacant Land <input type="checkbox"/> 10A. Property Located within an Agricultural District <input type="checkbox"/> 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District			

**SALE INFORMATION**

11. Sale Contract Date	05/16/2024	15. Check one or more of these conditions as applicable to transfer:
* 12. Date of Sale/Transfer	06/27/2024	<input type="checkbox"/> A. Sale Between Relatives or Former Relatives <input type="checkbox"/> B. Sale between Related Companies or Partners in Business <input type="checkbox"/> C. One of the Buyers is also a Seller <input checked="" type="checkbox"/> D. Buyer or Seller is Government Agency or Lending Institution <input type="checkbox"/> E. Deed Type not Warranty or Bargain and Sale (Specify Below) <input type="checkbox"/> F. Sale of Fractional or Less than Fee Interest (Specify Below) <input type="checkbox"/> G. Significant Change in Property Between Taxable Status and Sale Dates <input type="checkbox"/> H. Sale of Business is Included in Sale Price <input type="checkbox"/> I. Other Unusual Factors Affecting Sale Price (Specify Below) <input type="checkbox"/> J. None
*13. Full Sale Price	350,000.00	*Comment(s) on Condition:
( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.		
14. Indicate the value of personal property included in the sale	.00	ADMINISTRATORS DEBD

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

16. Year of Assessment Roll from which information taken(YY)	24	*17. Total Assessed Value	166,800
*18. Property Class	210	*19. School District Name	MARLBORO
*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional Identifier(s))			
103.3-2-62			

**CERTIFICATION**

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any wilful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

**SELLER SIGNATURE**

SELLER SIGNATURE

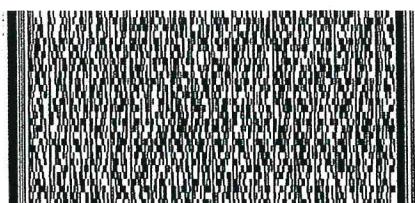
DATE

**BUYER SIGNATURE**

BUYER SIGNATURE

DATE

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly)

\*LAST NAME  FIRST NAME \*AREA CODE  \*TELEPHONE NUMBER (Ex: 9999999) \*STREET NUMBER  \*STREET NAME \*CITY OR TOWN  \*STATE  \*ZIP CODE **BUYER'S ATTORNEY**LAST NAME  FIRST NAME AREA CODE  TELEPHONE NUMBER (Ex: 9999999) 

59123235 T/o melbrough

2

**POWER OF ATTORNEY  
NEW YORK STATUTORY SHORT FORM**

**(a) CAUTION TO THE PRINCIPAL:**

Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, [www.nysenate.gov](http://www.nysenate.gov) or [www.nyassembly.gov](http://www.nyassembly.gov).

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

Sec 103.3

Bk 2

Lot 62

(b) **DESIGNATION OF AGENT(S):**

I, Francesco Mauro residing at 58-18 78th Avenue Glendale, NY 11385, hereby appoint:  
(name and address of principal)

Robert Colon residing at 53 Akindale Road, Pawling, NY 12564 as my agent(s)  
(name and address of agent(s))

If you designate more than one agent above and you do not initial the statement below, they must act together.

My agents may act SEPARATELY.

(c) **DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)**

If any agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

\_\_\_\_\_  
(name(s) and address(es) of successor agent(s))

If you do not initial the statement below, successor agents designated above must act together.

My agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This POWER OF ATTORNEY does not revoke any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."

**(f) GRANT OF AUTHORITY:**

To grant your agent some or all of the authority below, either (1) Initial the bracket at each authority you grant, or (2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (A) real estate transactions;
- (B) chattel and goods transactions;
- (C) bond, share, and commodity transactions;
- (D) banking transactions;
- (E) business operating transactions;
- (F) insurance transactions;
- (G) estate transactions;
- (H) claims and litigation;
- (I) personal and family maintenance. If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five thousand dollars;
- (J) benefits from governmental programs or civil or military service;
- (K) financial matters related to health care; records, reports, and statements;
- (L) retirement benefit transactions;
- (M) tax matters;
- (N) all other matters;
- (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
- (P) EACH of the matters identified by the following letters A, D, F, J, M, N.

You need not initial the other lines if you initial line (P).

**(g) CERTAIN GIFT TRANSACTIONS: (OPTIONAL)**

In order to authorize your agent to make gifts in excess of an annual total of \$5,000 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), and/or to make changes to interest in your property, you must expressly grant that authorization in the Modifications section below. If you wish to authorize your agent to make gifts to himself or herself, you must expressly grant such authorization in the Modifications section below. Granting such authority to your agent gives your agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. Your choice to grant such authority should be supervised by a lawyer.

- I grant my agent authority to make gifts in accordance with the terms and conditions of the Modifications that supplement this statutory Power of Attorney.

**(h) MODIFICATIONS: (OPTIONAL)**

In this section, you may make additional provisions, including, but not limited to, language to limit or supplement authority granted to your agent, language to grant your agent the specific authority to make gifts to himself or herself, and/or language to grant your agent the specific authority to make other gift transactions and/or changes to interests in your property. Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. In this section, you may make additional provisions if you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, and you may define "reasonable compensation." **This power of attorney is limited to actions necessary for the purchase and mortgage of 6 Cherokee Drive, Milton, NY 12547 with United Wholesale Mortgage, Loan no. 1324356599.**

**(i) DESIGNATION OF MONITOR(S): (OPTIONAL)**

If you wish to appoint monitor(s), initial and fill in the section below:

( ) I wish to designate \_\_\_\_\_,

whose address(es) is (are) \_\_\_\_\_  
as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

**(j) COMPENSATION OF AGENT(S):**

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, and/or you wish to define "reasonable compensation", you may do so above, under "Modifications".

**(k) ACCEPTANCE BY THIRD PARTIES:**

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

**(l) TERMINATION:**

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in Section 5-1511 of the General Obligations Law. Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

**(m) SIGNATURE AND ACKNOWLEDGMENT:**

In Witness Whereof I have hereunto signed my name on June 21st, 2024.

PRINCIPAL signs here: ==> Francesco Mauro  
Francesco Mauro

STATE OF NEW YORK

COUNTY OF Kings

On the 21 day of June in the year 2024 before me, the undersigned, personally appeared Francesco Mauro, 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.

Timothy Ramoo

Notary Public

TIMOTHY RAMOO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RA0025482  
Qualified in SUFFOLK County  
Commission Expires 06/03/2028

**(n) SIGNATURES OF WITNESSES**

By signing as a witness, I acknowledge that the principal signed the Power of Attorney in my presence and in the presence of the other witness, or that the principal acknowledged to me that the principal's signature was affixed by him or her at his or her direction. I also acknowledge that the principal has stated that this Power of Attorney reflects his or her wishes and that he or she has signed it voluntarily.

I am not named herein as an agent or as a permissible recipient of gifts.

Signature of Witness 1

Date: June 21, 2024

Kaylyn E. Gardner

Sign on the line above and print name and address below

Name: Kaylyn Gardner

Address: 38 Pleasant Ave.

Signature of Witness 2

Date: June 21st, 2024

Mark Peter

Sign on the line above and print name and address below

Name: Mark Peter

Address: 149 N. 7th St

City, State Zip Code: Blue Point, NY 11715 City, State Zip Code: Brooklyn, NY

1/24/24

**(o) IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all transactions conducted for the principal or keep all receipts of payments and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners:  
**(Principal's Name) by (Your Signature) as Agent, OR (Your Signature) as Agent for (Principal's Name).**

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in the modifications section of this document or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

**Liability of agent:**

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

**(o) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we, Robert Colon, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

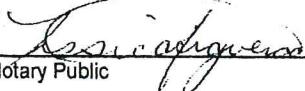
In Witness Whereof I have hereunto signed my name on June 25, 20 24.

Agent(s) sign(s) here: ==> Robert Colon  
ROBERT COLON

==> \_\_\_\_\_

STATE OF NEW YORK :  
COUNTY OF Dutchess :

On the 25<sup>th</sup> day of June in the year 2024 before me, the undersigned, personally appeared Robert Colon, 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.

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



On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, 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 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.

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

**(p) SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGEMENT OF APPOINTMENT:**

It is not required that the principal and the successor agent(s), if any, sign at the same time, nor that multiple successor agents sign at the same time. Furthermore, successor agents can not use this Power of Attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I/we, \_\_\_\_\_, have read the foregoing Power of Attorney, I am/we are the person(s) identified therein as successor agent(s) for the principal named therein.

In Witness Whereof I have hereunto signed my name on \_\_\_\_\_, 20\_\_\_\_.

Successor Agent(s) sign(s) here: ==> \_\_\_\_\_

==> \_\_\_\_\_

STATE OF NEW YORK :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, 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 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.

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

STATE OF NEW YORK :  
: ss.:  
COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, 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 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.

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

**AFFIDAVIT AS TO POWER OF ATTORNEY BEING IN FULL FORCE**

STATE OF NEW YORK )  
COUNTY OF Dutchess ) ss:

Robert Colon, being duly sworn, deposes and says:

**THAT** Francesco Mauro, as principal, who resides at 58-18 78<sup>th</sup> Avenue, Glendale, NY 11385, did in writing under date of June 21, 2024, appoint me his true and lawful attorney, and that annexed hereto, and hereby made part hereof, is a copy of said power of attorney.

**THAT**, as attorney in fact of said principal and under and by virtue of the said power of attorney, I have this day executed the following described instrument(s): To execute any and all real estate, banking and loan documents included but not limited to a mortgage related to the purchase of the property located at 6 Cherokee Drive, Milton, NY 12547

**THAT** at the time of executing the above-described instrument(s), I had no actual knowledge or actual notice of revocation or termination of the aforesaid power of attorney by death of said principal or otherwise, or notice of any facts indicating the same.

**THAT** I hereby represent that the said principal is now alive; has not, at any time revoked or repudiated the said power of attorney; and the said power of attorney still is in full force and effect.

**THAT** I make this affidavit for the purpose of inducing Statewide Abstract Corporation to accept delivery of the above-described instrument(s), as executed by me in my capacity of attorney in fact of the said principal, with the full knowledge that the above-named parties in accepting the execution and delivery of the aforesaid instrument and in paying a good and valuable consideration therefore, will rely upon this affidavit.

*Robert Colon*  
\_\_\_\_\_  
*Robert Colon*

Sworn to before me this 27th day  
of June, 2024.

*Jessica Figueroa*  
\_\_\_\_\_  
Notary Public

JESSICA MARIE FIGUEROA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02F16397143  
Qualified in Dutchess County  
Commission Expires 4/3/27

# Ulster County Parcel Viewer



August 12, 2025

1:3,323

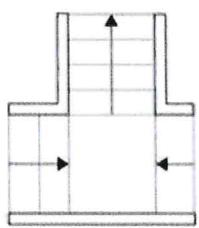
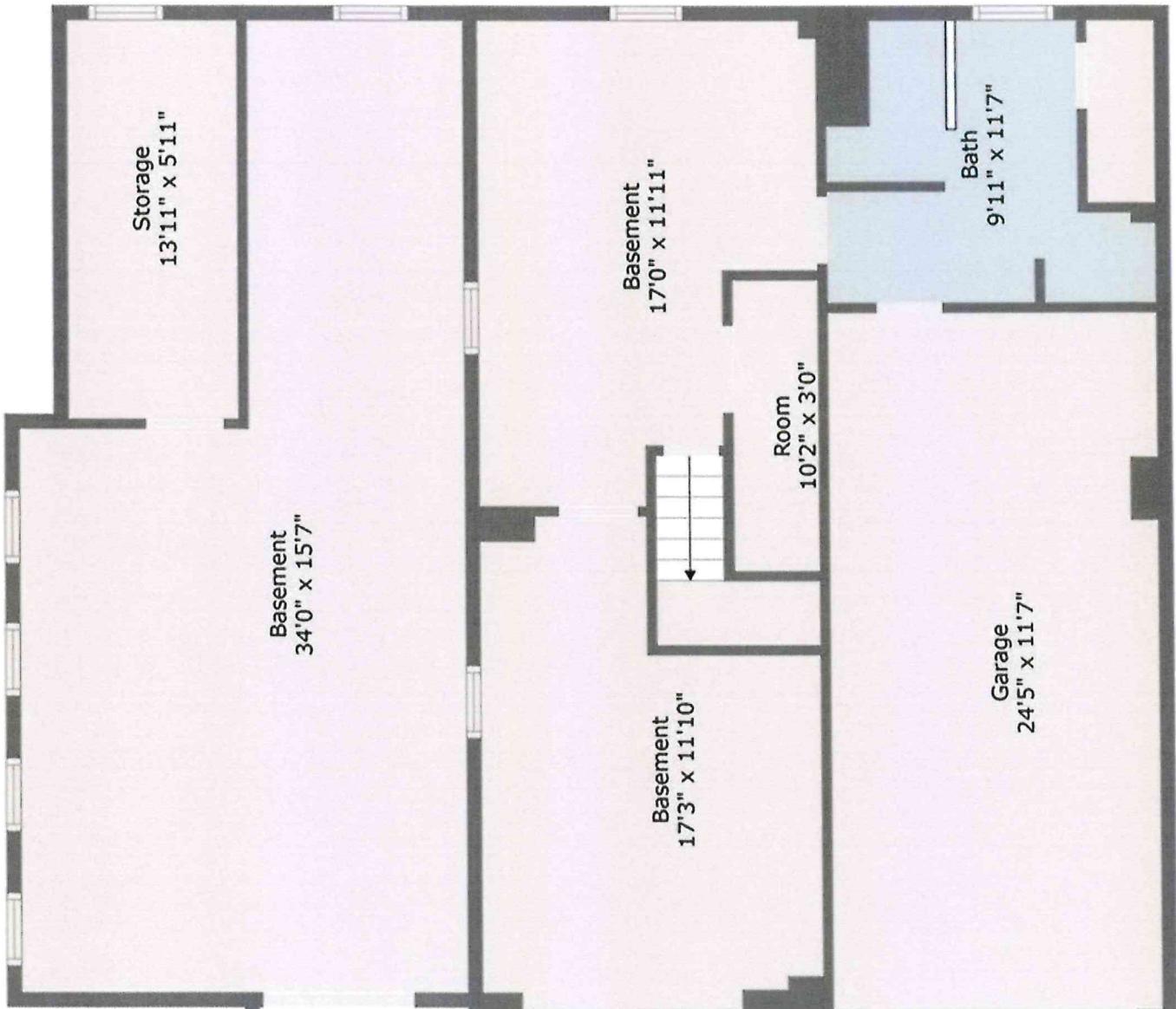
Override 1

### Override 1

A number line representing distance. The line starts at 0 and ends at 0.13 km. It has tick marks at 0.02, 0.04, and 0.08 mi. The distance between 0.02 and 0.04 is labeled 0.02, the distance between 0.04 and 0.08 is labeled 0.04, and the distance between 0.08 and 0.13 is labeled 0.08 mi. The tick marks between 0.02 and 0.04, and between 0.04 and 0.08, are unlabeled.

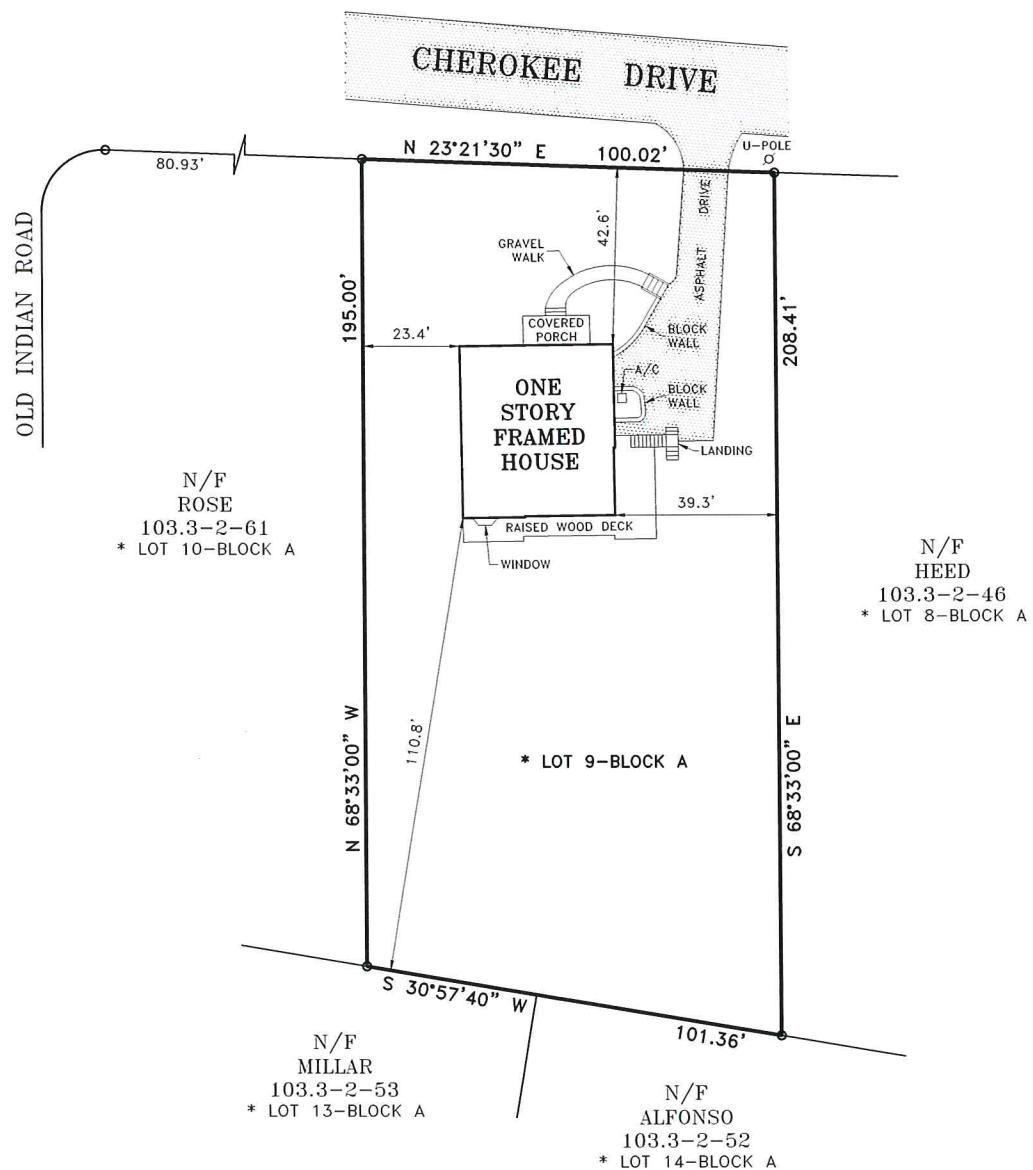
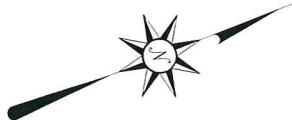


All Measurements Are Approximate And Subject To Independent Verification.



All Measurements Are Approximate And Subject To Independent Verification.

LOT AREA  
20,163.72 S.F.  
OR  
0.46 ACRES



#### GENERAL NOTES:

1. THE PREMISES SHOWN HEREON IS GENERALLY AS DESCRIBED IN DEED LIBER-2755 PAGE-314 RECORDED IN THE ULSTER COUNTY CLERK'S OFFICE.
2. SURVEYED AS PER RECORD DESCRIPTIONS AND EXISTING MONUMENTATION.
3. SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAYS THAT AN ACCURATE UP TO DATE ABSTRACT OF TITLE MAY SHOW.
4. THE LOCATION OF ANY SUBSURFACE EASEMENTS, RIGHT OF WAYS, ENCROACHMENTS, AND/OR IMPROVEMENTS, IF ANY EXIST, ARE NOT CERTIFIED OR SHOWN HEREON.
5. ALL CERTIFICATIONS HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE ORIGINAL SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HEREON.
6. ANY ALTERATIONS OR ADDITIONS TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PER SECTION 7209, SUBDIVISION 2.
7. PROPERTY CORNER MONUMENTS WERE NOT PLACED AS PART OF THIS SURVEY.
8. REFERENCE: 'FEATHERSTONE-KALEY DEVELOPMENT'  
FILED IN THE ULSTER COUNTY CLERK'S OFFICE ON JANUARY 8, 1957 AS MAP #1856.

**W.E. James**  
Engineering  
and  
Land Surveying, PLLC  
8 CHEANDA LANE  
WALLKILL, NEW YORK 12589  
PHONE: (845) 566-6522 FAX: (845) 566-6525  
EMAIL: WEJames@optonline.net  
www.wejamesassociates.com

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S ENGRAVED SEAL SHALL NOT BE CONSIDERED TO BE A TRUSTY COPY. GUARANTEES OF CERTIFICATE OF TITLE, HOMEOWNERS INSURANCE POLICY, OR TO THE PERSON PURCHASING THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION, THAT THE CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED ON JUNE 14, 2024.

**CERTIFIED ONLY TO:**

1. FRANCESCO MAURO AND KAYLYN GARDNER
2. FIRST AMERICAN TITLE INSURANCE COMPANY
3. UNITED WHOLESALE MORTGAGE,  
ITS SUCCESSORS AND/OR ASSIGNS
4. STATEWIDE ABSTRACT CORP.

*William E. James*  
WILLIAM E. JAMES, P.E., P.L.S.  
NY STATE PROFESSIONAL LAND SURVEYOR LICENSE #050506

PROJECT TITLE:  
SURVEY PREPARED FOR  
**Francesco Mauro**  
&  
**Kaylyn Gardner**

TAX MAP SECTION 103.3, BLOCK 2, LOT 62  
TOWN OF MARLBOROUGH  
ULSTER COUNTY, NEW YORK

SCALE: 1" = 30'	DATE: JUNE 14, 2024	SHEET NO: 1 OF 1
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PROJECT CAD REFERENCE:

ULSTER COUNTY/TOWN OF MARLBOROUGH/CHEROKEE DRIVE/MAURO/

















