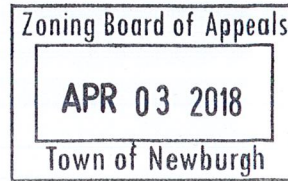


Re Dickinson 6-1-12



400 Stony Brook Ct., Suite 2N  
Newburgh, NY 12550

TEL: (845) 457-3320  
FAX: (845) 764-8994

derrick@greenacreabstract.com

---

August 7, 2017

Daniel J. Bloom, Esq.  
530 Blooming Grove Turnpike  
New Windsor, NY 12553

**RE: Town of Newburgh Section 6 Block 1 Lot 12 ingress / egress over Tarben Way (a private roadway shown on the Town of Newburgh Tax Map, Section 127 / Block 1 and also shown on Filed Map No. 274-16).**

Mr. Bloom, Esq.,

This letter of opinion constitutes my professional opinion on the matter of ingress / egress of Tax Lot 12 over a private roadway known as Tarben Way (both parcels being more particularly identified above).

I have conducted a search in the Orange County Clerk's Office with regard to ownership / easements and more particularly ingress / egress for the above referenced parcel over Tarben Way. The documents that pertain to Tax Lot 12 obtaining ingress / egress over Tarben Way are in Liber 5847 page 331 and Liber 11338 page 575 (copies included in Title Report No. GA-174492-O). The right of way described in the aforesaid documents is also depicted on a recent survey made by Anthony D. Valdina, LS PC entitled "Survey Map for Dickinson" dated July 25, 2017 as well as on Filed Map No. 274-16.

Please feel free to contact me at the office if you should have any further questions regarding this matter or if you are in need of supporting documentation.

Very Truly Yours,

---

Derrick B. Saunders

PCA WT 53150

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

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

THIS INDENTURE, made the 10<sup>th</sup> day of September, 2015

BETWEEN RAY FUCHECK, residing at  
and DAWN FUCHECK, residing at

party of the first part, and

DANIEL DICKINSON and ELISSA DICKINSON, residing at

\* husband + wife

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars, lawful money of the United States in hand 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 in the Town of Newburgh, County of Orange, State of New York and more particularly described in the Schedule A attached hereto and made a part hereof.

BEING the same premises conveyed to RAY FUCHECK and DAWN FUCHECK from Donald Glas, Ellen Glas and Janet Yovans by deed dated 3/14/2006 and recorded in the Orange County Clerk's Office on 5/11/2006 in Liber 12152 at page 441.

BEING the premises commonly known as vacant parcel with an S-B-L of 6-1-12, ~~Frozen Ridge~~ <sup>Still Hollow</sup> Road, Newburgh, NY 12550.

TOGETHER with all right, title and interest, if any, of the party of the first part of, 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 Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto Grantee and his heirs, executors, administrators, successors and assigns forever.

Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as set forth herein.

Grantor, in compliance with Section 13 of the Lien Law, covenants that he 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 before using any part of the total of the same for any other purpose.

TITLE NO. RCA-WT-53150

SCHEDULE A

**ALL** that certain piece or parcel of land lying, situate and being in the Town of Newburgh, County of Orange, and State of New York bounded and described as follows:

**BEGINNING** at a point at the southeasterly corner of the herein described premises and on the westerly line of Lot No. 2 from a map entitled, "Final Plan and Subdivision for R & K Real Estate Management, Inc.", and filed in the Orange County Clerk's Office on the 27<sup>th</sup> of April 1989 as Map No. 9463, said point being North 24° 45' 18" East 248.16 feet from an iron pipe found; and running thence along the northerly line of lands now or formerly of Daley, North 63° 39' 24" West 924.76 feet to an iron rod found in stones; thence along the line of lands now or formerly of Tarben Inc., North 24° 43' 08" East 1088.19 feet to an iron bar found; thence along the line of lands of Lot No. 2 from a map entitled, "Subdivision Plan, Lands of Marlene Mazzola and James Mazzola, Jr." and filed in the Orange County Clerk's Office on 4<sup>th</sup> April 1997 as Map No. 75-97, South 69° 06' 22" East 669.37 feet to stump with wire found; thence along the line of lands of Lot No. 1 from a map entitled, "2 Lot Subdivision Lands of Margarete Griffin", and filed in the Orange County Clerk's Office on the 14<sup>th</sup> of July 2004 as Map No. 469-04 the following two courses and distances: 1) South 24° 07' 46" West 324.70 feet to a point; 2) South 60° 21' 37" East 254.62 feet to a point; thence leaving said line and along the westerly line of aforementioned Lot No. 2 from Filed Map No. 9463, South 24° 45' 18" West passing through an iron pipe found at 306.92 feet, passing through an iron pipe found at an additional 200.70 feet and passing through an iron pipe found at an additional 138.38 feet, a total distance of 812.54 feet to the point or place of **BEGINNING**.

**TOGETHER WITH** a 12 foot right of way across lands now or formerly of Smith and Cosman as filed in the Orange County Clerk's Office in Liber 260 of Deeds at page 403.

**TOGETHER WITH AND SUBJECT TO** a 50 foot right of way as shown on Filed Map No. 9463.

**TOGETHER WITH AND SUBJECT TO** a 50 foot right of way as set forth in Liber 2223 at page 957 and Liber 2229 at page 233.

↗  
Tarben Easement

TITLE NO. RCA-WT-53150

SCHEDULE B

PAGE 2

**EXCEPTING AND RESERVING:** ALL that certain piece or parcel of land lying, situate and being in the Town of Newburgh, County of Orange and State of New York, bounded and described as follows:

**BEGINNING** at a point at the southeasterly corner of the herein described premises and on the westerly line of Lot No. 2 from a map titled, "Final Plan of Subdivision for R & K Real Estate Management Inc." and filed in the Orange County Clerk's Office on 27 April 1989 as Map No. 9463, said point being N 24 degrees 45' 18" E 248.16 feet from an iron pipe found at the southeasterly corner of lands now or formerly of Jeanne Daley from deed in Liber 11238 of Deeds at page 327; and running thence along the dividing line of said Daley and the herein described premises, N 63 degrees 39' 24" W 924.76 feet to an iron rod found in a stone pile; thence along the easterly line of lands now or formerly of Tarben, Inc., N 24 degrees 43' 08" E 260.70 feet to a point; thence along the line of lands now or formerly of Ray and Dawn Fuchek, S 64 degrees 11' 18" E 924.73 feet to a point; thence along the westerly line of aforesaid Lot No. 2, S 24 degrees 45' 18" W passing through an iron pipe found at 102.74 feet, a total distance of 269.28 feet to the point or place of **BEGINNING**.

**ALSO EXCEPTING AND RESERVING:** ALL that certain piece or parcel of land lying, situate and being in the Town of Newburgh, County of Orange and State of New York and designated on the official tax map of the said county and town as Parcel 6-1-11.

**TOGETHER** with an easement for ingress and egress over **ALL** that certain plot, piece, or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being a right of way 50 feet in width a portion of which is shown on a map entitled, "Final Plan of Subdivision for R&K Real Estate Management, Inc." and filed in the Office of the Orange County Clerk 4/27/1989, as Filed Map No. 9463, being bounded and described as follows:

**BEGINNING** at a point on curvature on the westerly line of Still Hollow Road (a private road) as shown on aforesaid filed map; and running thence, leaving said line and through Lot No. 1 and 2 from said filed map, North 10 degrees 30' 19" West 106.91 feet to a point on the easterly line of lands of the grantor; thence through the lands of the grantor the following two courses and distances: North 10 degrees 30' 19" West 86.62 feet to a point; North 24 degrees 45' 18" East 187.83 feet to a point on the southerly line of other lands of the grantor; thence along said line, South 64 degrees 11' 18" East 50.01 feet to a point on the westerly line of aforesaid Lot No. 2; thence along said line, South 24 degrees 45' 18" West 171.02 feet to a point; thence leaving said line and through aforesaid Lot No. 2, South 10 degrees 30' 19" East 106.92 feet to a point on a curve on the right of way line of aforesaid Still Hollow Road; thence along said right of way and along a curve to the left having a radius of 75.0 feet and an arc length of 92.32 feet to the point or place of **BEGINNING**.

For conveyancing only,  
to be conveyed

Together with all right, title if intended and interest of, in and to any streets and road abutting the above described premises, to the center line thereof.

*Invoice*

**IN WITNESS WHEREOF**, Grantor has duly executed this deed on the date first above written.

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

IN PRESENCE OF:

*Ray FucHECK*  
RAY FUCHECK

*Dawn FucHECK*  
DAWN FUCHECK

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

On the 10<sup>th</sup> day of September in the year of 2015 before me, the undersigned, a notary public in and for said state, personally appeared RAY FUCHECK and DAWN FUCHECK, personally known to me or proved to me on the basis of satisfactory evidence to be the **individuals** whose names are subscribed to the within instrument and acknowledged to me that they **executed** the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Bridget Gekakis  
Notary Public, State of New York  
No. 01GE6091054  
Qualified in Dutchess County  
Commission expires April 21, 2019

*Bridget Gekakis*  
Notary Public

STATE OF NEW YORK  
COUNTY OF ORANGE  
TOWN OF NEWBURGH

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Ridiculously Extraordinary Mary! Sleep's Furry Richness Exposed - Crazy

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RE: [EXTERNAL] Dickinson/update (4)

People

Orzel, Brian A CIV USARMY CENAN (US) 12/28/16 at 4:58 PM

<Brian.A.Orzel@usace.army.mil>

To Daniel Dickinson

Mr. Dickinson,

We received the pre-construction notification on November 15, 2016.

Due to my excessive work load, I was unable to provide a written determination within 45 days of its submission.

In accordance with the current nationwide general permit regulations (Federal Register dated February 21, 2012), if the Corps of Engineers district does not respond to a pre-construction notification within 45 days of receipt, then the applicant may proceed with the project as proposed.

That means that you must perform the work as proposed in the pre-construction notification, including any proposed mitigation. Any substantive changes to the project would require you to submit a new notification to this office.

If you have any questions, let me know.

Brian

Brian A. Orzel  
Project Manager/Civil Engineer  
U.S. Army Corps of Engineers  
New York District  
(917) 790-8413

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NWPs 201...pdf

Reply Reply to All Forward More

Daniel Dickinson Thanks Brian! I have just o 12/28/16 at 5:04 PM

Orzel, Brian A CIV USARMY CENAN (US) 12/28/16 at 5:06 PM

Daniel Dickinson <danielmichaeldickinson@yahoo.com> 12/28/16 at 5:21 PM  
To Orzel, Brian A CIV USARMY CENAN (US)

Ok, I will arrange this call if needed when I call the town tomorrow. Once again, I appreciate everything. Dan

Sent from my iPhone

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Brian A. NAN02 Orzel

Brian.A.Orzel@usace.army.mil

(917) 790-8413

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2/27/2017

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Trash (77)

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RE: [EXTERNAL] Dickinson/update (4)

People

**Brian A. NAN02 Orzel**

Brian.A.Orzel@usace.ar...

(917) 790-8413

Search emails



NWPs 201...pdf

Reply Reply to All Forward More

Daniel Dickinson <danielmichaeldickinson@yahoo.com> 2/28/16 at 5:04 PM  
To Orzel, Brian A CIV USARMY CENAN (US)

Thanks Brian! I have just one request. Can you or your secretary please send this in writing on your letterhead? The town of Newburgh specifically requires this. Thanks so much! Dan

Sent from my iPhone

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Reply Reply to All Forward More

Orzel, Brian A CIV USARMY CENAN (US) 12/28/16 at 5:06 PM

Daniel Dickinson <danielmichaeldickinson@yahoo.com> 2/28/16 at 5:21 PM  
To Orzel, Brian A CIV USARMY CENAN (US)

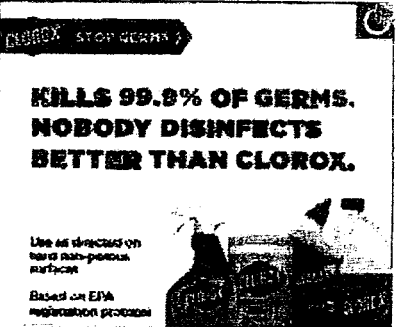
Ok, I will arrange this call if needed when I call the town tomorrow. Once again, I appreciate everything. Dan

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RE: [EXTERNAL] Dickinson/update (4) People

Orzel, Brian A CIV USARMY CENAN (US) Mr 12/28/16 at 4:58 PM

Daniel Dickinson Thanks Brian! I have just on 12/28/16 at 5:04 PM

Orzel, Brian A CIV USARMY CENAN (US) 12/28/16 at 5:06 PM

<Brian.A.Orzel@usace.army.mil>  
To Daniel Dickinson

Send them the email. My email address is official. If they want me to call them, I can.

Brian A. Orzel  
Project Manager/Civil Engineer  
U.S. Army Corps of Engineers  
New York District  
(917) 790-8413

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Daniel Dickinson <danielmichaeldickinson@yahoo.com> 12/28/16 at 5:21 PM  
To Orzel, Brian A CIV USARMY CENAN (US)

Ok, I will arrange this call if needed when I call the town tomorrow. Once again, I appreciate everything. Dan

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Brian.A.Orzel@usace.ar...

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Dickinson/Newburgh Permit

People

Daniel Dickinson <danielmichaeldickinson@yahoo.com> Feb 8 at 4:06 PM To Brian A. NAN02 Orzel

Hey Brian, I am sorry to bother you again. The town of Newburgh is not accepting the approval email that you sent me. Can you please supply me an approval letter on an official letterhead? This is very important as my project has been held up now for a while. I ask with great humility and appreciation, please Brian. Thanks so much, you can email it if you like.

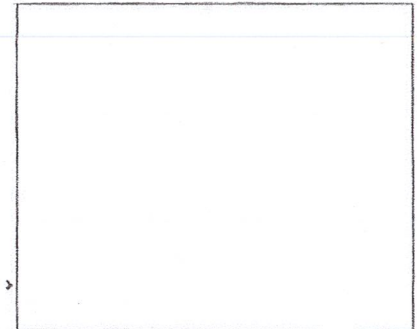
Daniel M. Dickinson, BSN, RN, CNOR. 4 Maplewood Dr. Newburgh, NY 12550

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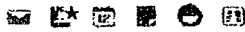
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Brian.A.Orzel@usace.ar...  
(917) 790-8413  
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  - Shopping
  - Travel
  - Finance
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  - Drafts
  - Outbox
  - Synced Messages
- Recent
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RE: [EXTERNAL] Dickinson/Newburgh Permit

Orzel, Brian A CIV USARMY CENAN (US) Feb 10 at 3:45 PM

<Brian.A.Orzel@usace.army.mil>  
To Daniel Dickinson

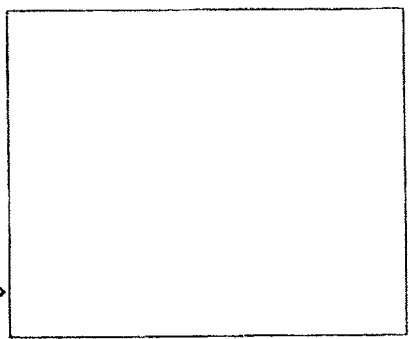
Daniel,  
  
Due to my excessive workload, just like in my earlier email to you, I am unable to write you a nationwide permit confirmation letter. I just simply don't have the time. The expiration of the 45-day notification clock under General Condition 31 of the current nationwide permit regulations is a perfectly valid form of authorization. If there is a particular person on the board that would like to talk to me, they can call or email me.

Brian  
  
Brian A. Orzel  
Project Manager/Civil Engineer  
U.S. Army Corps of Engineers  
New York District  
(917) 790-8413

> Show original message

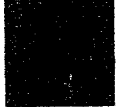
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**GreenAcre Abstract, LLC**

400 Stony Brook Court, Suite 2N  
Newburgh, NY 12550  
Tel (845) 457-3320 · Fax (845) 764-8994  
www.greenacreabstract.com

Title Number: **GA-174492-O**

Application Date: **June 19, 2017**

Representing: **Stewart Title Insurance Company**

Applicant: **Daniel Michael Dickinson**  
**danielmichaeldickinson@yahoo.com**

Bank's **Kevin Foley, Esq.**  
Attorney: **Law Office of Johnson & Foley PC**  
**15 Scott's Corner Drive**  
**Montgomery NY 12549**  
**Tel: (845) 457-5332 Fax: (845) 457-5931**  
**kevinfoleyesq@gmail.com**

Borrower's **Daniel J. Bloom Esq.**  
Attorney: **Bloom & Bloom**  
**530 Blooming Grove Turnpike**  
**PO Box 4323**  
**New Windsor NY 12553**  
**Tel: (845) 561-6920 Fax: (845) 561-0978**  
**Debra@bloombloompc.com**

Mortgagee: **Walden Savings Bank**

Premises: **W of Frozen Ridge Road, Newburgh, NY 12550**  
**Town of Newburgh**  
County: **Orange**  
S/B/L: **6/1/12**

Owner(s): **Daniel Dickinson and Elissa Dickinson**

Departmentals:	<input checked="" type="checkbox"/> Patriot Search	<input checked="" type="checkbox"/> Street Report	<input type="checkbox"/> State UCC Search
	<input checked="" type="checkbox"/> Bankruptcy Search	<input type="checkbox"/> Flood Search	<input type="checkbox"/>
	<input type="checkbox"/> Certificate of Occupancy	<input type="checkbox"/> Cert. of Good Standing	<input type="checkbox"/>
	<input type="checkbox"/> Housing and Building	<input type="checkbox"/> Franchise Tax Search	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Tax Search		

Survey Instructions: **Applicant to provide**

Premium Information

Thank you for your application for the examination of title to the above described premises. Our charges, on the basis of our filed rate schedule are noted, subject to any revision due to any desired change in liability, the addition of any requested or necessary disbursements, or changes in our filed rate schedule after this date.

CERTIFICATE OF TITLE ISSUED BY  
**STEWART TITLE  
INSURANCE COMPANY**

Certifies to the proposed insured named in Schedule A that an Examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy in favor of the proposed insured, covering premises described in Schedule A, in the amounts hereinafter set forth, insuring the fee and/or mortgage and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of said policy.

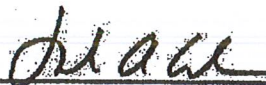
This Certificate shall be null and void (1) if the fees therefore are not paid (2) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) upon delivery of the policy. Any claim arising by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of insurance policy. If title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

Countersigned:



Derrick Saunders  
Authorized Signature  
GreenAcre Abstract, LLC  
400 Stony Brook Court, Suite 2N  
Newburgh, NY 12550  
Phone: (845) 457-3320  
Fax: (845) 764-8994



Julie Curien  
President



Denise Carraux  
Corporate Secretary

Title #: GA-174492-O

**Schedule A**

---

**Title Number:** GA-174492-O

**Effective Date:** March 1, 2017

---

**Premises:** W of Frozen Ridge Road, Newburgh NY 12550  
**Town/Village/City:** Town of Newburgh  
**County:** Orange, NY  
Sec.: 6 Block: 1 Lot: 12

---

ALTA Owner's Policy 06/17/06 (with New York Standard Endorsement)  
Proposed Insured:

ALTA Loan Policy 06/17/06 (with New York Standard Endorsement) **\$TBD**  
Proposed Insured: **Walden Savings Bank, its successors and/or assigns.**

The estate or interest in the land described or referred to in this Certificate and covered herein is:  
**Fee Simple**

---

**THE COMPANY CERTIFIES** that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and there matters, if any, set forth in this certificate may be conveyed and/or mortgages by:

**Daniel Dickinson and Elissa Dickinson**

Source of Title:

**Daniel Dickinson and Elissa Dickinson, Husband and Wife, by deed from Ray Fuchek and Dawn Fuchek, dated September 10, 2015, recorded December 7, 2015 in the Orange County Clerk's Office in Liber 13979 page 1220.**

**24 MONTH CHAIN OF TITLE:**

**Ray Fuchek and Dawn Fuchek, Husband and Wife, by deed from Donald Glas, Ellen Glas and Janet Yovane, dated March 14, 2006, recorded May 11, 2006 in the Orange County Clerk's Office in Liber 12152 page 441.  
(Conveyance contains premises under examination and more)**

---

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION WITHIN

---

For any Title Clearance questions on this report please call:  
**GreenAcre Abstract, LLC**  
**(845) 457-3320 Fax: (845) 764-8994**

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

BEGINNING at an iron rod found at the southeasterly corner of the herein described premises;

RUNNING THENCE along the lands now or formerly of David LeRoy, North  $64^{\circ} 11' 18''$  West, 924.73 feet to an iron rod found on the easterly line of lands now or formerly of Tarben, Inc.;

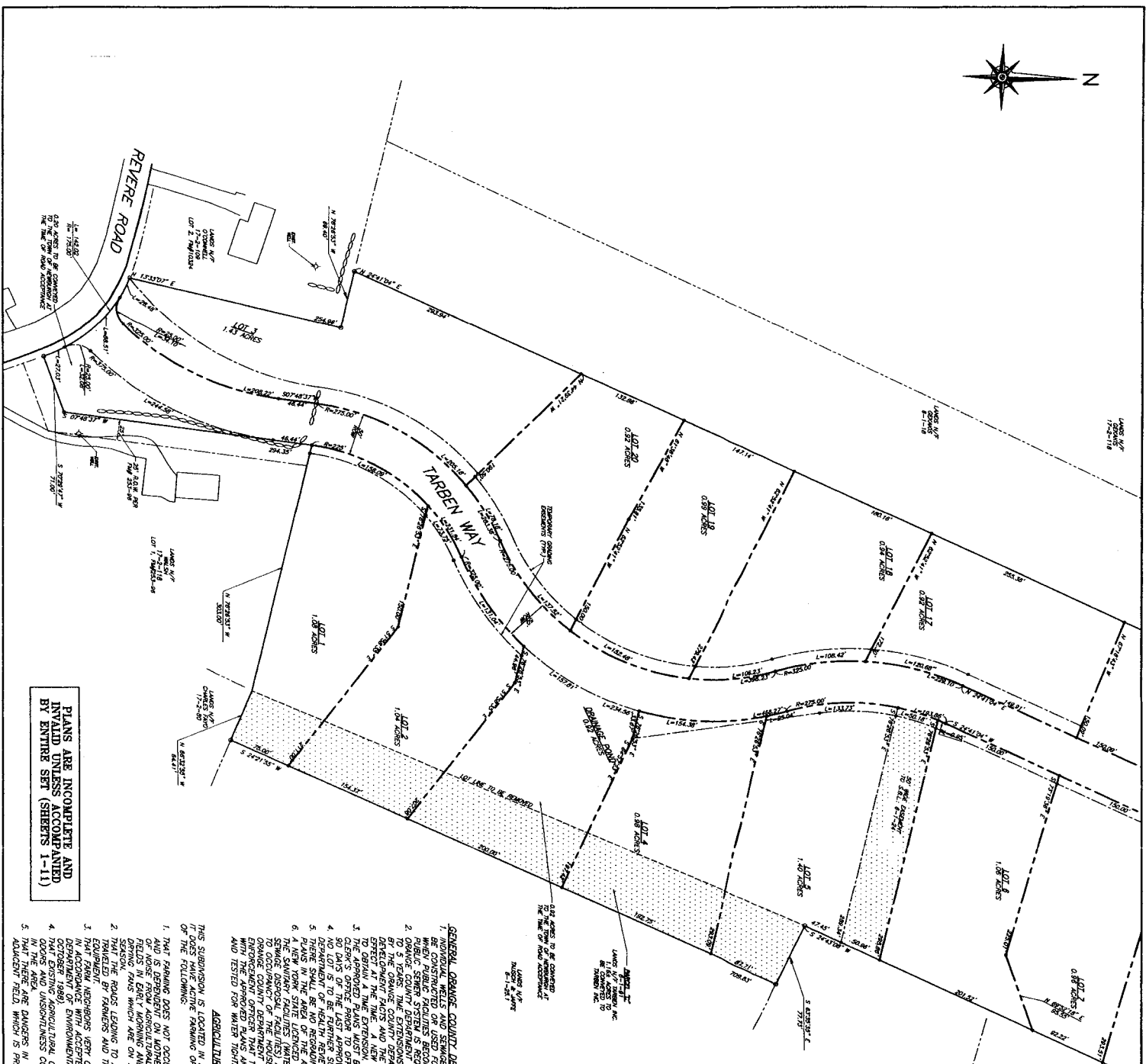
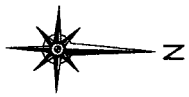
THENCE along the easterly line of said Tarben, Inc., North  $24^{\circ} 43' 08''$  East, 577.49 feet to a point;

THENCE leaving said line and along the southerly line of other lands of the Grantor, South  $62^{\circ} 43' 10''$  East, 671.89 feet to a point;

THENCE along a stonewall and the line of Lot No. 2 from a map filed in the Orange County Clerk's Office as Map No. 469-4, South  $60^{\circ} 21' 37''$  East, 254.62 feet to a point;

THENCE along the westerly line of Lot No. 2 from a map filed in the Orange County Clerk's Office as Filed Map No. 9463, South  $24^{\circ} 45' 18''$  West passing through an iron pipe found at 306.92 feet and passing through an iron pipe found at an additional 200.70 feet, a total distance of 543.26 feet to the point or place of BEGINNING.

TOGETHER WITH AND SUBJECT TO a Right of Way for ingress and egress shown on a subdivision map entitled "Lands of Tarben, Inc." filed in the Orange County Clerk's Office on October 5, 2016 as Filed Map No. 274-16.



**PLANS ARE INCOMPLETE AND INVALID UNLESS ACCOMPANIED BY ENTIRE SET (SHEETS 1-11)**

**Map 027-16 Subdiv Lot 11**  
**FILED ON 10/27/16**  
**ORANGE COUNTY CLERK'S OFFICE**

**APPLICANT/DRAWER**  
 2250 STATE ROUTE 100  
 NEWBURGH, NY 12550  
 508-537-1119  
 508-537-1110  
 508-537-1110

**CERTIFICATION:**  
 I HEREBY CERTIFY TO THE PARTIES OF INTEREST LISTED BELOW THAT THIS MAP SHOWS THE RESULTS OF AN ACTUAL SURVEY COMPLETED IN THE FIELD ON FEBRUARY 23, 2014, BY ANTHONY DI NALDO, A LICENSED SURVEYOR.

**TOTAL CERTIFICATION:**  
 I HEREBY CERTIFY TO THE PARTIES OF INTEREST LISTED ABOVE THAT THIS MAP SHOWS THE RESULTS OF AN ACTUAL SURVEY COMPLETED IN THE FIELD ON FEBRUARY 23, 2014, BY ANTHONY DI NALDO, A LICENSED SURVEYOR.

**TOPOGRAPHY PROVIDED BY:**  
 1. TERRAIN DRIVE, HACKETT, ROAD LENGTH WATER OAK, NEWBURGH, NY 12550

**FIELD NOTES:**  
 1. 508-537-1119  
 2. FUTURE OWNER TO COME

**WELL NOTE:**  
 1. INDIVIDUAL WELLS ARE P 2. NO WELLS WITHIN 200' 3. SEE REFERENCE LOTS

**INDIVIDUAL SETTING SYSTEMS:**  
 1. SEE REFERENCE LOTS 2. SEE REFERENCE LOTS 3. SEE REFERENCE LOTS 4. SEE REFERENCE LOTS 5. SEE REFERENCE LOTS 6. SEE REFERENCE LOTS 7. SEE REFERENCE LOTS 8. SEE REFERENCE LOTS 9. SEE REFERENCE LOTS 10. SEE REFERENCE LOTS 11. SEE REFERENCE LOTS 12. SEE REFERENCE LOTS 13. SEE REFERENCE LOTS 14. SEE REFERENCE LOTS 15. SEE REFERENCE LOTS 16. SEE REFERENCE LOTS 17. SEE REFERENCE LOTS 18. SEE REFERENCE LOTS 19. SEE REFERENCE LOTS 20. SEE REFERENCE LOTS

**AGRICULTURAL NOTES:**  
 THIS SUBDIVISION IS LOCATED IN AN AGRICULTURALLY ZONED DISTRICT OF THE TOWN OF... BE ADVISED OF THE FOLLOWING:  
 1. THAT FARMING DOES NOT OCCUR ONLY BETWEEN BROOM AND SCISSOR FIELDS IN EARLY MORNING AND EVENING HOURS AND NOISE FROM CROP SPRAYING PLANS WHICH ARE ON 24 HOURS A DAY DURING THE HARVESTING PERIOD.  
 2. THAT THE ROADS LEADING TO AND FROM THE SUBDIVISION ARE FREQUENTLY TRAVELED BY FARMERS AND THEIR SLOW MOVING FARM VEHICLES AND THAT FARM NEIGHBORS VERY OFTEN SPRAY THEIR CROPS WITH PESTICIDES IN ACCORDANCE WITH ACCEPTED PRACTICES REGULATED BY THE NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC NOTIFICATION NO. 325).  
 3. THAT EXISTING AGRICULTURAL OPERATIONS MAY CREATE BOTH UNDESIRABLE ODORS AND UNSIGHTLINESS COMMONLY ASSOCIATED WITH FARMING OPERATIONS IN THE AREA.  
 4. THAT THERE ARE DANGERS IN LETTING CHILDREN AND PETS ROAM INTO ANY ADJACENT FIELD WHICH IS PRIVATE PROPERTY.

**GENERAL ORANGE COUNTY DEPARTMENT OF HEALTH NOTES:**  
 1. INDIVIDUAL WELLS AND SEWAGE DISPOSAL SYSTEMS SHALL NO LONGER BE CONSTRUCTED OR USED FOR HOUSEHOLD DOMESTIC PURPOSES.  
 2. ORANGE COUNTY DEPARTMENT OF HEALTH PLAN APPROVAL IS LIMITED TO 5 YEARS. THE EXTENSIONS FOR PLAN APPROVAL MAY BE OBTAINED BY REAPPLYING FOR A NEW PLAN SUBMISSION. ANY NOT BE REQUIRED TO REAPPLY AT THE TIME. A NEW PLAN SUBMISSION MAY NOT BE REQUIRED.  
 3. THE APPROVED PLANS MUST BE FILED WITH THE ORANGE COUNTY CLERK'S OFFICE PRIOR TO OFFERING LOTS FOR SALE AND WITHIN 60 DAYS OF THE LAST APPROVAL OF PLANS.  
 4. NO LOTS OF THE LAST APPROVAL OF PLANS MUST BE OFFERED FOR SALE WITHOUT THE DEPARTMENT OF HEALTH REVIEW AND APPROVAL.  
 5. THERE SHALL BE NO REBUILDING EXCEPT AS SHOWN ON THE APPROVED PLANS.  
 6. A NEW YORK STATE LICENSED PROFESSIONAL ENGINEER SHALL INSPECT AND SIGN OFF ON THE PLANS AT THE TIME OF CONSTRUCTION.  
 7. THE SWANTRY FACILITIES WATER SUPPLY, ANY WATER TREATMENT AND SEWAGE DISPOSAL FACILITIES AT THE TIME OF CONSTRUCTION, TO THE ORANGE COUNTY DEPARTMENT OF HEALTH AND THE LOCAL CODE ENFORCEMENT OFFICER THAT THE FACILITIES ARE INSTALLED IN ACCORDANCE WITH THE LOCAL CODE ENFORCEMENT OFFICER AND TESTED FOR WATER TIGHTNESS.

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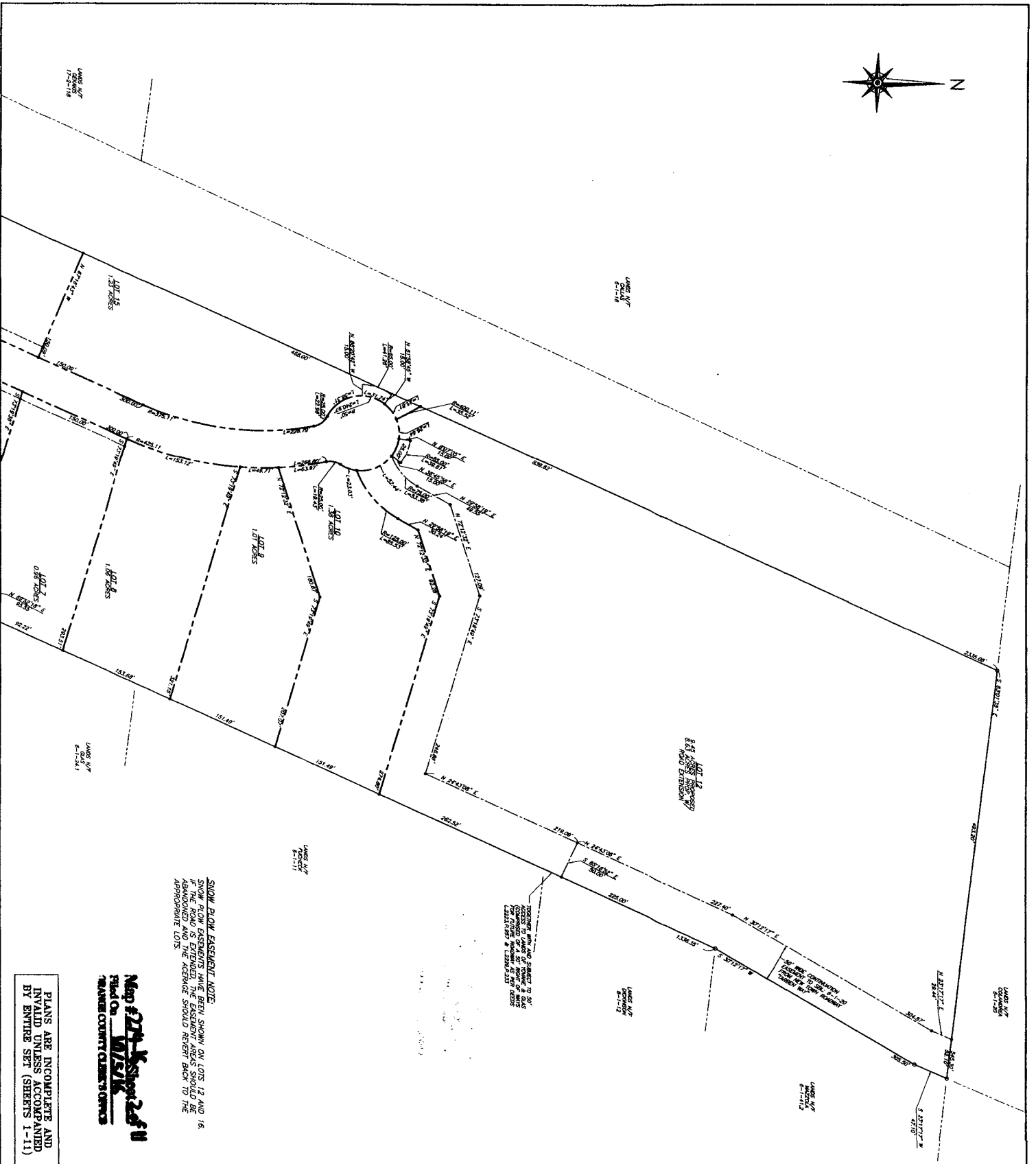
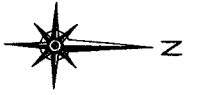
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**SILVERPOND**  
 ANTHONY D. NALDO



**SHOW EASEMENT NOTE:**  
 SHOW PLOW EASEMENTS HAVE BEEN SHOWN ON LOTS 12 AND 16.  
 IF THE ROAD IS EXTENDED, THE EASEMENT AREAS SHOULD BE  
 APPROXIMATE LOTS.

TOGETHER WITH AND SUBJECT TO ALL  
 ACCESS TO LOTS OF RECORD & LOTS  
 NOT SHOWN HEREON AS PER RECORDS  
 OF RECORDS & RECORDS.

THE COMMUNITY  
 CENTER TO BE BUILT BY  
 THE BOARD OF SUPERVISORS

**Map #274-K-28-11**  
**Field Co. W/S/V**  
**TAMAR COUNTY CLERK'S OFFICE**

PLANS ARE INCOMPLETE AND  
 INVALID UNLESS ACCOMPANIED  
 BY ENTIRE SET (SHEETS 1-11)

- 14. RECORDED 08/07/16 289 PA
- 13. RECORDED 08/23/16 289 PA
- 12. RECORDED 08/29/16 289 PA
- 11. RECORDED 08/29/16 289 PA
- 10. RECORDED 08/29/16 289 PA
- 9. RECORDED 08/29/16 289 PA
- 8. RECORDED 08/29/16 289 PA
- 7. RECORDED 08/29/16 289 PA
- 6. RECORDED 08/29/16 289 PA
- 5. RECORDED 08/29/16 289 PA
- 4. RECORDED 08/29/16 289 PA
- 3. RECORDED 08/29/16 289 PA
- 2. RECORDED 08/29/16 289 PA
- 1. RECORDED 08/29/16 289 PA



**SURVEYOR**  
 ASSESSMENT & RECORDS



# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE IN BLACK INK:  
NAME(S) OF PARTY(S) TO DOCUMENT

SECTION 6 BLOCK 1 LOT 26.1

RECORD AND RETURN TO:  
(name and address)

Ray Fudcheck  
Dawn Fudcheck  
TO  
Donald Glas

Kenneth Johnson, Esq  
15 Scott Corner Dr  
PO Box 441  
Montgomery, NY 12549  
ST 44458

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED  MORTGAGE  SATISFACTION  ASSIGNMENT  OTHER

## PROPERTY LOCATION

- |                                      |   |
|--------------------------------------|---|
| <u>2089</u> BLOOMING GROVE (TN)      | <u>4289</u> MONTGOMERY (TN)                                   |
| <u>2001</u> WASHINGTONVILLE (VLG)    | <u>4201</u> MAYBROOK (VLG)                                    |
| <u>2003</u> SO. BLOOMING GROVE (VLG) | <u>4203</u> MONTGOMERY (VLG)                                  |
| <u>2289</u> CHESTER (TN)             | <u>4205</u> WALDEN (VLG)                                      |
| <u>2201</u> CHESTER (VLG)            | <u>4489</u> MOUNT HOPE (TN)                                   |
| <u>2489</u> CORNWALL (TN)            | <u>4401</u> OTISVILLE (VLG)                                   |
| <u>2401</u> CORNWALL (VLG)           | <input checked="" type="checkbox"/> <u>4600</u> NEWBURGH (TN) |
| <u>2600</u> CRAWFORD (TN)            | <u>4800</u> NEW WINDSOR (TN)                                  |
| <u>2800</u> DEERPARK (TN)            | <u>5089</u> TUXEDO (TN)                                       |
| <u>3089</u> GOSHEN (TN)              | <u>5001</u> TUXEDO PARK (VLG)                                 |
| <u>3001</u> GOSHEN (VLG)             | <u>5200</u> WALLKILL (TN)                                     |
| <u>3003</u> FLORIDA (VLG)            | <u>5489</u> WARWICK (TN)                                      |
| <u>3005</u> CHESTER (VLG)            | <u>5401</u> FLORIDA (VLG)                                     |
| <u>3200</u> GREENVILLE (TN)          | <u>5403</u> GREENWOOD LAKE (VLG)                              |
| <u>3489</u> HAMPTONBURGH (TN)        | <u>5405</u> WARWICK (VLG)                                     |
| <u>3401</u> MAYBROOK (VLG)           | <u>5600</u> WAWAYANDA (TN)                                    |
| <u>3689</u> HIGHLANDS (TN)           | <u>5889</u> WOODBURY (TN)                                     |
| <u>3601</u> HIGHLAND FALLS (VLG)     | <u>5801</u> HARRIMAN (VLG)                                    |
| <u>3889</u> MINISINK (TN)            | <u>5809</u> WOODBURY (VLG)                                    |
| <u>3801</u> UNIONVILLE (VLG)         | <b>CITIES</b>   |
| <u>4089</u> MONROE (TN)              | <u>0900</u> MIDDLETOWN  |
| <u>4001</u> MONROE (VLG)             | <u>1100</u> NEWBURGH  |
| <u>4003</u> HARRIMAN (VLG)           | <u>1300</u> PORT JERVIS                                       |
| <u>4005</u> KIRYAS JOEL (VLG)        | <u>9999</u> HOLD  |

NO. PAGES 5 CROSS REF. \_\_\_\_\_  
CERT. COPY \_\_\_\_\_ ADD'L X-REF. \_\_\_\_\_  
MAP# \_\_\_\_\_ PGS. \_\_\_\_\_

PAYMENT TYPE: CHECK   
CASH \_\_\_\_\_  
CHARGE \_\_\_\_\_  
NO FEE \_\_\_\_\_

Taxable  
CONSIDERATION \$ 101,500.  
TAX EXEMPT \_\_\_\_\_  
Taxable  
MORTGAGE AMT. \$ \_\_\_\_\_

**MORTGAGE TAX TYPE:**  
\_\_\_\_ (A) COMMERCIAL/FULL 1%  
\_\_\_\_ (B) 1 OR 2 FAMILY  
\_\_\_\_ (C) UNDER \$10,000  
\_\_\_\_ (E) EXEMPT  
\_\_\_\_ (F) 3 TO 6 UNITS  
\_\_\_\_ (I) NAT.PERSON/CR. UNION  
\_\_\_\_ (J) NAT.PER-CR.UN/1 OR 2  
\_\_\_\_ (K) CONDO

*Donna L. Benson*

DONNA L. BENSON  
ORANGE COUNTY CLERK

Received From River City

**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 16th day of December, 2009,

**BETWEEN**

RAY FUCHECK and DAWN FUCHECK, Husband and Wife, residing at 45 Willets Way, Newburgh, New York 12550, party of the first part, and

DAVID LEROY, residing at 10 Oriole Circle, Newburgh, New York 12550, party of the second part;

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, 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 Newburgh, County of Orange and State of New York, being more particularly described in Schedule A attached hereto;

**BEING AND INTENDED TO BE** the same premises conveyed to Ray Fuchek and Dawn Fuchek, Husband and Wife, by deed from Donald Glas, Ellen Glas and Janet Yovane dated March 14, 2006 and recorded in the Orange County Clerk's Office on May 11, 2006 in Liber 12152 at page 441.

**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.

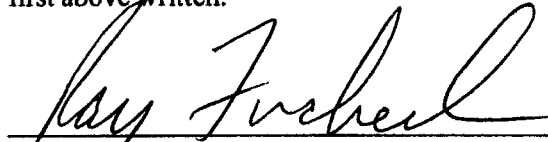
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost 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.

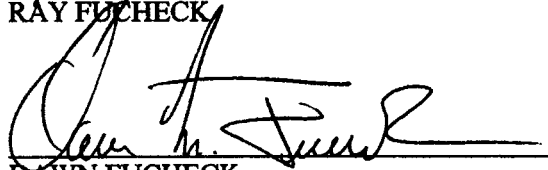
Reserving to the grantors an easement over a portion of the premises as fully described on the attached Schedule B. and for ingress and egress and for utilities

Section: 6  
Block: 1  
Lot: 26.1

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.


  
\_\_\_\_\_  
RAY FUCHECK

  
\_\_\_\_\_  
DAWN FUCHECK

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

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

On the 16th day of December, 2009, before me, the undersigned, personally appeared RAY FUCHECK and DAWN FUCHECK, 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 they executed the same in their capacity(ies), and that by their 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)

**MICHELLE ANDERSON**  
Notary Public, State of New York  
Qualified In Orange County  
Registration #02AN4972943  
Commission Expires October 9, 2010

TITLE NO. RCA-ST-44458

REVISED SCHEDULE A

**ALL** that certain piece or parcel of land lying, situate and being in the Town of Newburgh, County of Orange and State of New York, bounded and described as follows:

**BEGINNING** at a point at the southeasterly corner of the herein described premises and on the westerly line of Lot No.2 from a map titled, "Final Plan of Subdivision for R & K Real Estate Management Inc." and filed in the Orange County Clerk's Office on 27 April 1989 as Map No. 9463, said point being N 24 degrees 45' 18" E 248.16 feet from an iron pipe found at the southeasterly corner of lands now or formerly of Jeanne Daley from deed in Liber 11238 of Deeds at page 327; and running thence along the dividing line of said Daley and the herein described premises, N 63 degrees 39' 24" W 924.76 feet to an iron rod found in a stone pile; thence along the easterly line of lands now or formerly of Tarben, Inc., N 24 degrees 43' 08" E 260.70 feet to a point; thence along the line of lands now or formerly of Ray and Dawn Fuchek, S 64 degrees 11' 18" E 924.73 feet to a point; thence along the westerly line of aforesaid Lot No. 2, S 24 degrees 45' 18" W passing through an iron pipe found at 102.74 feet, a total distance of 269.28 feet to the point or place of **BEGINNING**.

**SUBJECT** to a right of way for the American Telephone and Telegraph Company and subject to a right of way 50 feet in width retained by Buhl, Buhl and Glas along the Eastern edge of the premises hereby conveyed. Additional, the party of the second part agrees to participate in the dedication of said right of way as part of a public highway.

**TOGETHER WITH** a right of way across the lands now or formerly of Smith and Cosman, Liber 260 page 403, together with a right of way granted to Buhl, Buhl and Glas across the lands now or formerly Chadwick, Liber 2223 mp 957. Said right of way from Chadwick being reserved by Buhl, Buhl and Glas for all ordinary purposes of ingress and egress to their adjoining properties, Liber 2299 page 233. Said right of way from Chadwick is incorporated in the 50 foot wide road and the 50 foot wide extension as described on a subdivision map of lands now or formerly R & K Real Estate Management Inc. as resolved by the Town of Newburgh Planning Board, 12/10/1987.

For conveyancing only,  
to be conveyed

Together with all right, title if intended and interest of, in and to any streets and road abutting the above described premises, to the center line thereof.



ANTHONY D. VALDINA, LS, P.C.  
LAND SURVEYING

4 Pleasant View Avenue  
Newburgh, New York 12550

Phone: (845)561-8367  
Fax: (845)565-4428

Schedule B

Date: 18 Nov. 2009

DESCRIPTION

for

Fuchek 50' R.O.W.

All that certain piece or parcel of land lying, situate and being in the Town of Newburgh, County of Orange and State of New York being a right of way fifty feet in width a portion of which is shown on a map titled, " Final Plan of Subdivision For R & K Real Estate Management, Inc. " and filed in the Orange County Clerk's Office on 27 April 1989 as Map No. 9463, and bounded and described as follows:

Beginning at a point of curvature on the westerly line of Still Hollow Road (a private road) as shown on aforesaid filed map; and running thence, leaving said line and through Lot No's 1 and 2 from said filed map, N 10°-30'-19" W 106.91' to a point on the easterly line of lands of the grantor; thence through the lands of the grantor the following two courses and distances: 1) N 10°-30'-19" W 86.62' to a point; 2) N 24°-45'-18" E 187.83' to a point on the southerly line of other lands of the grantor; thence along said line, S 64°-11'-18" E 50.01' to a point on the westerly line of aforesaid Lot No. 2; thence along said line, S 24°-45'-18" W 171.02' to a point; thence leaving said line and through aforesaid Lot No. 2, S 10°-30'-19" E 106.92' to a point on a curve on the right of way line of aforesaid Still Hollow Road; thence along said right of way and along a curve to the left having a radius of 75.0' and an arc length of 92.32' to the point or place of beginning.

Schedule B

**WARNING:**

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING THIS CONTRACT.

**CONTRACT OF SALE**

DATE: September 29, 2009

**THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL BY THE SELLER UNTIL IT IS SIGNED BY THE SELLER.**

Seller and Purchaser agree as follows:

**SELLER:** RAY FUCHECK and DAWN M. FUCHECK  
45 Willets Way  
Newburgh, New York 12550

**PURCHASER:** DAVID LEROY  
10 Oriole Circle  
Newburgh, New York 12550

**PURCHASE AGREEMENT**

Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

**1. PROPERTY**

The property is described as follows:

5.06 acre parcel located on Still Hollow Road, Town of Newburgh, New York  
Section 6; Block 1; Lot 26.1

**2. BUILDINGS AND IMPROVEMENTS**

This is the Sale of Vacant Land.

3. PRICE

The purchase price is \$ 101,500.00

Payable as follows:

Contract Down Payment \$ 10,000.00

Balance in cash or certified check on the delivery of the deed at the Closing \$ 91,500.00

4. ACCEPTABLE FUNDS

All money payable under this contract unless otherwise specified shall be either:

- (a) Cash, but not over Five Hundred (\$ 500.00) Dollars.
- (b) Good certified check of Purchaser, or official check of any bank, saving and loan association having a banking office in the State of New York, payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if an individual) to the order of Seller in the presence of Seller or Seller's attorney.
- (c) Money other than the purchase price, payable to Seller at closing may be by check of purchaser up to the amount of Five Hundred (\$ 500.00) Dollars.
- (d) As otherwise agreed to in writing by Seller or Seller's attorney.
- (e) Purchase Money Note and Mortgage, if any, shall be made and accepted on the terms and conditions specified in the Purchase Money Note and Mortgage Rider annexed hereto and made a part hereof.

5. TITLE TRANSFER SUBJECT TO

The Property is to be conveyed subject to:

- (a) Building and zoning regulations.
- (b) Conditions, agreements, restrictions and easements, of record.

6. **DEED AND TRANSFER TAXES**

At the Closing, Seller shall deliver to Purchaser a Bargain and Sale Deed with Covenants against Grantor's Acts 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 midnight of the day before the day of closing:

- (a) Taxes based on the fiscal period for which assessed.

8. **CLOSING DATE AND PLACE**

The Closing will take place at the office of Seller's attorney, SAFFIOTI & ANDERSON, 5031 Route 9W, Newburgh, New York 12550 on or about October 15, 2009 or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of counsel for Purchaser's lending institution within Orange County.

9. **PURCHASER'S LIEN**

All money paid on account of this Contract, and the reasonable expenses of examination of the title to the property and of any survey and inspection charges are hereby made liens on the property. The liens shall not continue after default by Purchaser.

10. **SELLER UNABLE TO CONVEY GOOD TITLE**

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 Purchaser's down payment made herein, without interest thereon, and to reimburse Purchaser for the cost of title examination (expense actually incurred by Purchaser for title examination, in no event to exceed net amount which would be charged by a title company doing business in the county where the premises is located for title examination of the premises described herein without issuance of policy), and upon making of such refund, 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 to incur any expenses to render the title to the premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey without any further liability on the part of the Seller and without any abatement or reduction of the purchase price. 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 this Contract.

#### 11. DOWN PAYMENT IN ESCROW

The down payment called for herein shall be held in escrow by SAFFIOTI & ANDERSON (the "Escrowee") in the Firm's trustee bank account with Bank of America as herein provided until closing or until a default hereunder by Purchaser, at which time it shall be delivered to Seller. If Seller defaults hereunder, the down payment shall be returned to Purchaser. Escrowee shall deposit the escrow fund in the Firm trust account without interest.

The Escrowee shall not be liable to either of the parties for any act or omission, except for bad faith or gross negligence, and the parties hereby indemnify the Escrowee and hold the Escrowee harmless from any claims, damages, losses or expenses arising in connection herewith. The parties acknowledge that the Escrowee is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrowee shall not be bound to release the escrow fund to either party but may either continue to hold the escrow fund until Escrowee is directed in a writing signed by all parties hereto or Escrowee may deposit the down payment with the clerk of any court of competent jurisdiction. Upon such deposit, the Escrowee will be released from all duties and responsibilities hereunder.

The Escrowee shall not be required to defend any legal proceedings which may be instituted against it in respect of the premises or the subject matter of this agreement unless required to do so by Purchaser or Seller and indemnified to its satisfaction against the cost and expense of such defense. Escrowee shall not be required to institute legal proceedings of any kind and shall have no responsibilities for the genuineness or validity of any document or other item deposited with it or the collectibility of any check delivered in connection with this agreement. Escrowee shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

The parties agree that notwithstanding Escrowee's role as escrow agent, Escrowee may and does represent the Seller as legal counsel in connection with the subject matter of this agreement and otherwise.

12. PURCHASER'S DEFAULT

If Purchaser shall default hereunder, the down payment paid by Purchaser to Seller on account of this agreement may, at Seller's option, be retained by Seller. In the event Seller elects to retain the down payment, then both parties shall be relieved and released of and from any further liabilities hereunder and Purchaser expressly releases any lien Purchaser may have against the property.

13. SURVEY DESCRIPTION

Purchaser shall have the right to have a survey description prepared of the subject premises provided it is prepared by a licensed surveyor at Purchaser's cost and expense. If a copy of such survey and description are provided to Seller's attorney prior to the date of closing and provided such survey is certified to Seller, then Seller agrees to use such survey description in the deed of conveyance in lieu of the description set forth in this Contract.

14. NO ORAL CHANGE

This Contract may not be changed or ended orally.

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, with neither party relying upon any statements made by anyone else that are not set forth in this Contract.

16. SUCCESSORS

This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.


17. MULTIPLE PARTIES

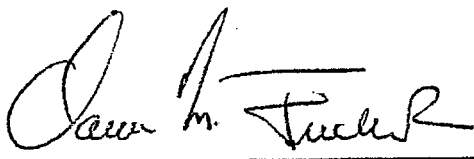
If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

18. SIGNATURES

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

**SELLER**

  
\_\_\_\_\_  
RAY FUCHECK

  
\_\_\_\_\_  
Dawn M. Fuchek

**PURCHASER**

~~MICHAEL LEROY~~  
\_\_\_\_\_

  
\_\_\_\_\_  
DAVID LEROY

**THE FOLLOWING RESTRICTIONS SHALL BE CONTINUED IN  
THE DEED AND RUN WITH THE LAND:**

1. Said house/structure shall be a minimum of 1,750 square feet and no bi-level shall be permitted.
2. Said Lot shall not be further subdivided.
3. Declarant shall be permitted to access or tap into any and all electric service that owner installs, and Declarant shall have an easement for the electric service.
4. 50' Right of way to be along eastern edge of property, following the current logging road. Right of way not to be attached to any other Right of way to access for through traffic.
5. The invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.