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RCA 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 10th 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, *husband & wife* residing at

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, *5711 Hollow* ~~Frozen Ridge~~ 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 27th 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 4th 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 14th 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.

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.

Certificate and Report of Title - New York
FORM 2215-5

Invoice



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.

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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.

2

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.

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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.

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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.

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L22994 235

261

party of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable considera paid by the party of the second part, does hereby grant and release unto the party of the second part, the h 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, situ lying 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 t northeasterly corner of lands now or formerly of William W. Elford said point being S 16 07' 20" W 39.02' from an iron pipe found; and running thence, along the northerly line of lands of said Elfo N 72 15' 00" W, 914.38' to a point on the westerly line of Franci Harrison's Patent, said point being on the easterly line of other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas; thence, along said line N 15 00' 00" E 260.70' to a point at the south-westerly corner of still other lands of Steven N. Buhl, Aneta G. B and Donald Glas, thence along the southerly line of Buhl and Glas S 72 47' 50" E 919.28' to a point on the line of lands now or for merly of Thomas Chadwick, said point being S 16 07' 20" W 36.41' from an iron pipe found; thence S 16 07' 20" W 269.28' to the poi or place of beginning, as surveyed on May 18, 1982 by Anthony D. Valcina, registered land surveyor. Containing 5.6 acres of land more or less.

Subject to a right of way for the American Telephone and Telegraph Company, and subject to a right of way fifty feet in width retained by parties of the first part along the eastern edge of the premise hereby conveyed. Additionally 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 Buman recorded in libre 260 p 405, and a right of way across the lands now or formerly of Chadwick recorded in libre 227 p 92. The parties of the first part reserve the use of said right of way for all ordinary purposes of ingress and egress to their adjoining properties.

TOGETHER with all title and interest, if any, of the party of the first part in and to any other roads abutting the above described premises to the center lines thereof; TOGETHER with the appurten and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO 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.

Schedule A

For check

3

TO
Leroy

12/16/09

(name and address)

Kenneth Johnson, Esq
15 Scotts Corner Dr
PO Box 441
Montgomery, Ky 42549
ST 44458

F EACH

WRITE BELOW THIS LINE

DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
- 2001 WASHINGTONVILLE (VLG)
- 2003 SO. BLOOMING GROVE (VLG)
- 2289 CHESTER (TN)
- 2201 CHESTER (VLG)
- 2489 CORNWALL (TN)
- 2401 CORNWALL (VLG)
- 2600 CRAWFORD (TN)
- 2800 DEERPARK (TN)
- 3089 GOSHEN (TN)
- 3001 GOSHEN (VLG)
- 3003 FLORIDA (VLG)
- 3005 CHESTER (VLG)
- 3200 GREENVILLE (TN)
- 3489 HAMPTONBURGH (TN)
- 3401 MAYBROOK (VLG)
- 3689 HIGHLANDS (TN)
- 3601 HIGHLAND FALLS (VLG)
- 3889 MINISINK (TN)
- 3801 UNIONVILLE (VLG)
- 4089 MONROE (TN)
- 4001 MONROE (VLG)
- 4003 HARRIMAN (VLG)
- 4005 KIRYAS JOEL (VLG)

- 4289 MONTGOMERY (TN)
- 4201 MAYBROOK (VLG)
- 4203 MONTGOMERY (VLG)
- 4205 WALDEN (VLG)
- 4489 MOUNT HOPE (TN)
- 4401 OTISVILLE (VLG)
- ✓ 4600 NEWBURGH (TN)
- 4800 NEW WINDSOR (TN)
- 5089 TUXEDO (TN)
- 5001 TUXEDO PARK (VLG)
- 5200 WALLKILL (TN)
- 5489 WARWICK (TN)
- 5401 FLORIDA (VLG)
- 5403 GREENWOOD LAKE (VLG)
- 5405 WARWICK (VLG)
- 5600 WAWAYANDA (TN)
- 5889 WOODBURY (TN)
- 5801 HARRIMAN (VLG)
- 5809 WOODBURY (VLG)
- CITIES**
- 0900 MIDDLETOWN
- 1100 NEWBURGH
- 1300 PORT JERVIS
- 9999 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

3

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.

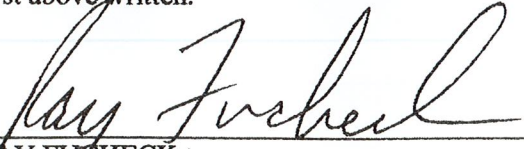
Reserving to the grantors an easement over a portion of the premises as fully described on the attached Schedule B. and for ingress and egress and for utilities

Section: 6
Block: 1
Lot: 26.1

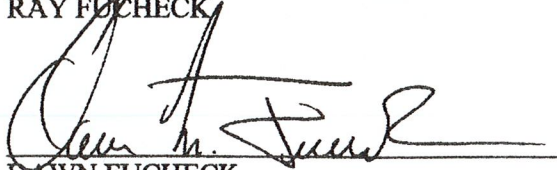
3

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 8, 2010

3

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.

4 A

Sale History

4
ABC

RE:

SBL's

6-1-26.1, 11, 12
19, 21

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

THIS INDENTURE, made the 25th day of FEBRUARY, Two Thousand Two

BETWEEN

ROBERT GLAS, residing at
P.O. Box 82, Walker Valley, New York 12588

party of the first part, and

DONALD GLAS and JANET YOVANE and ELLEN GLAS,
as Joint Tenants with Rights to Survivorship,
residing at 84 Sumner Avenue, Yonkers, New York 10704

party of the second part,

WITNESSETH, that the party of the first part, in consideration of
TEN Dollars and 00/100 ~~(\$10.00)~~ dollars,

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

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

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

(Section 6 Block 1 Lot 26.1)

BEING the same premises conveyed by deed dated July 25, 1984 from Steven Buhl, Aneta G. Buhl and Donald Glas, which deed was recorded in the Orange County Clerk's Office in Liber 2299 of Deeds at Page 233 and recorded on September 25, 1984.

PREMISES ARE NOT SUBJECT TO A CREDIT LINE MORTGAGE

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

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

4 A

SCHEDULE "A"

Ⓚ 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, described as follows:
Being the two lots of land conveyed to Buhl and Glas by J. and C. Shedden recorded in liber 2222 p 953, beginning at an iron stake on the NE corner of other lands now or formerly Buhl, Buhl and Glas and proceeding along the line of lands now or formerly of T. Chadwick N 16° 7' 20" W 543.2 ft to a stone wall, thence along the stone wall and the line of lands now or formerly of E. Griffen N 71° 24' 40" W 184.7 ft and N 14° 20' 20" E 324.7 ft thence along the line of lands now or formerly J. Mazzola N 79° 24' 40" W 743.2 ft thence along other lands now or formerly of Buhl, Buhl and Glas S 15° W 786.7 ft and S 72° 47' 50" E 919.3 ft to the place of beginning. Containing 15 acres of land more or less.

Together with a right-of-way recorded in liber 260 p 403.

Together with a right-of-way of sufficient width for a public street across the lands of Buhl, Buhl and Glas. Said right-of-way proceeding from the southern boundary of lots designated on the Orange County Tax Map of the year 2000 as Section 6, Block 1, Lot 19 and Section 6, Block 1, Lot 21, lands now or formerly of Buhl, Buhl and Glas, and the conveyed property.

Together with a right-of-way conveyed to Buhl, Buhl and Glas across the lands now or formerly of Chadwick recorded in libre 2223 p 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 recorded in Libre 2299 p 233. Said right-of-way from Chadwick is incorporated in the 50' wide road and the 50' wide extension as described on a subdivision map of lands now or formerly of R & K Real Estate Management Inc. as resolved by the Town of Newburgh Planning Board, December 10, 1987.

Together with a right-of-way 50 ft in width across the lands now or formerly of R. Glas as recorded in Libre 2299 p 233.

Ⓚ

4 B

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

THIS INDENTURE, made the 6th day of MARCH, Two Thousand Two

BETWEEN

DONALD GLAS, residing at 84 Sumner Avenue, Yonkers, New York 10704 and
STEVEN N. BUHL, residing at 2600 South Rock Creek Parkway, Superior, Co 80027 and
ANETA G. BUHL, residing at 6004 Stony Bluff Court, NW Albuquerque, New Mexico 87120
party of the first part, and

DONALD GLAS and JANET YOVANE and ELLEN GLAS,
as Joint Tenants with Rights to Survivorship,
residing at 84 Sumner Avenue, Yonkers, New York 10704
party of the second part,

WITNESSETH, that the party of the first part, in consideration of
TEN Dollars and 00/100 ~~_____~~ (\$10.00) ~~_____~~ dollars,

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

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

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

(Section 6 Block 1 Lots 11 & 12)

BEING the same premises conveyed by deed dated October 24, 1983 from Aneta G. Buhl, Steven N. Buhl and Donald Glas, which deed was recorded in the Orange County Clerk's Office in Liber 2266 of Deeds at Page 1153 and recorded on October 31, 1983.

PREMISES ARE NOT SUBJECT TO A CREDIT LINE MORTGAGE

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

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

4 B

SCHEDULE "A"

Ⓚ *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, bounded and described as follows: Beginning at a point at the northeasterly corner of lands now or formerly of William W. Elford, said point being S 16° 07' 20" W 39.02ft from an iron pipe, found; and running thence, along the northerly line of lands of said Elford N 72° 15' 00" W, 914.38 ft to a point on the westerly line of Francis Harrison's Patent, said point being on the easterly line of other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas, thence along said line N 15° 00' 00" E 260.70ft to a point at the southwesterly corner of still other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas, thence along the southerly line of Buhl, Buhl and Glas S 72° 47' 50" E 919.28 ft to a point on the line of lands now or formerly of Thomas Chadwick, said point being S 16° 07' 20" W 36.41ft from an iron pipe found; thence S 16° 07' 20" W 269.28 ft to the point or place of beginning; as surveyed on May 18, 1982 by Anthony D. Valdina, registered land surveyor. Containing 5.6 acres of land more or less.

Subject to a right-of-way for the American Telephone and Telegraph Company, and subject to a right-of-way fifty feet in width retained by Buhl, Buhl, and Glas along the eastern edge of the premises hereby conveyed. Additionally, 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 recorded in libre 260 p 403, Together with a right-of-way granted to Buhl, Buhl and Glas across the lands now or formerly of Chadwick recorded in libre 2223 p 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 as recorded in Libre 2299 p 233. Said right-of-way from Chadwick is incorporated in the 50' wide road and the 50' wide extension as described on a subdivision map of lands now or formerly of R & K Real Estate Management Inc. as resolved by the Town of Newburgh Planning Board, December 10, 1987.

Ⓚ

THIS INDENTURE, made the 5 day of July, two thousand three

BETWEEN DONALD GLAS, residing at 84 Summer Avenue, Yonkers, New York 10704 and STEVEN N. BUHL and ANETA G. BUHL, residing at 158 Concord Road, Apt. B5, Billerica, Massachusetts 01821

party of the first part and

STEVEN N. BUHL and ANETA G. BUHL, residing at 158 Concord Road, Apt. B5, Billerica, Massachusetts 01821, as husband and wife

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN and xx/100 (\$10.00) DOLLARS, lawful money of the United States, and other valuable consideration, paid by the party of the second part, does hereby grant, convey and release unto the party of the second part, the heirs, 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 located thereon erected, situate, lying and being located in the Town of Newburgh, Orange County, New York, as more particularly set forth on Schedule "A" annexed hereto and made a part hereof.

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 line 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 whatsoever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

4 C

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

IN PRESENCE OF:

Donald Glas
DONALD GLAS
Steven N. Buhl
STEVEN N. BUHL
Aneta G. Buhl
ANETA G. BUHL

New York
STATE OF MASSACHUSETTS : COUNTY OF Westchester ss:

On the 5 day of July in the year two thousand three before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD GLAS, 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 individuals, or person upon behalf of which the individual acted, executed the instrument.

Ava R. Todmann
Notary Public
AVA R. TODMANN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01T06021036
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 8, 2008

STATE OF MASSACHUSETTS : COUNTY OF MIDDLESEX:

On the _____ day of July in the year two thousand three before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN N. BUHL and ANETA G. BUHL, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name 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 individuals, or person upon behalf of which the individual acted, executed the instrument.

Charlane Grossman King
Notary Public
CHARLANE GROSSMAN KING
Notary Public, Massachusetts
My Commission Expires Aug. 23, 2007

BARGAIN AND SALE DEED
With Covenants Against Grantor's Acts

DONALD GLAS, STEVEN N. BUHL AND
ANETA G. BUHL

TO

STEVEN N. BUHL AND ANETA G. BUHL

SECTION: 6
BLOCK: 1
LOTS: 19 & 21
COUNTY OR TOWN: Orange, Newburgh

RETURN BY MAIL TO:
EUGENE J. GRILLO, ESQ.
225 Dolson Avenue, Suite 303
P.O. Box 3046
Middletown, New York 10940

4 c

Schedule A

All that piece or parcel of land located, lying and being in the Town of Newburgh, County of Orange and State of New York, designated on the Orange County Tax Map as Section 6, Block 1, Lot 19 and Section 6, Block 1, Lot 21 bounded and described as follows: Beginning at an iron pipe, found, on the NE corner of lands now or formerly of Frank Yasso and the NW corner of lands now or formerly of Charles Fayot and proceeding along a stone wall and a series of stone piles and iron stakes on the line of lands now or formerly of B. Clark, William Elford, other lands of Buhl, Buhl and Glas, James Mazzola and W. McConnel the following courses N 15 ° E 2021.6 ft, N 17° 35' 20" E 306 ft and N 10° 40' 20" E 47.1ft thence along the lands now or formerly of C. Colandrea S 86 ° 15' W 545.3 ft, thence along the lands now or formerly of Leon Garvin S 15 ° W 2310 ft to a stone wall and the line of lands now or formerly of Yasso S 85° 30' E 517.4 ft to the place of beginning. Containing 28 acres of land more or less. Being the same properties conveyed to Buhl, Buhl and Glas in liber 2212 p 693 and liber 2212 p 691 and more fully described as Parcel 1 in liber 2266 p 1153 based on lands formerly of Ward, liber 35 p 129, and then Mahary, liber 520 pp 582 and 584 and Griggs, liber 207 p 6.

Together with a right-of-way from Revere Rd. to the southern boundary of the conveyed property as described and shown on a subdivision map. Together with a right-of-way of sufficient width for a public street across the lands of Buhl, Buhl and Glas. Said right-of-way proceeding southeasterly from the intersection of lots designated on the Orange County Tax Map as Section 6, Block 1, Lot 11, Section 6, Block 1, Lot 12, and Section 6, Block 1, lot 21 lands now or formerly of Buhl and Glas, and the conveyed property to the southeasterly corner of lands of Buhl, Buhl and Glas, designated on the Orange County Tax Map as Section 6, Block 1, Lot 12, and proceeding to North Fostertown Rd along the right-of- way on lands now or formerly of R. Glas and the right-of-way conveyed to Buhl, Buhl and Glas across the lands now or formerly of Chadwick recorded in libre 2223 p 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 recorded in Libre 2299 p 233. Said right-of-way from Chadwick is incorporated in the 50' wide road and the 50' wide extension as described on a subdivision map of lands now or formerly of R & K Real Estate Management Inc. as resolved by the Town of Newburgh Planning Board, December 10, 1987. Subject to a right-of-way across the conveyed property of sufficient width for a public street from the Southern property line of the conveyed property to the intersection of lots designated on the Orange County Tax Map in the year 2000 as Section 6, Block 1, Lot 11 and Section 6, Block 1, Lot 12, lands of Buhl, Buhl and Glas.

5



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

Fuheck 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.

Fuheck

R.O.W.

5

Description
+
map

Schedule B

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

6

THIS INDENTURE, made the 27th day of July, nineteen hundred and 84
BETWEEN Steven Buhl and Aneta G. Buhl tenants in common as to ^{FOSTER TOWN ROAD NEWBURGH, NY} ~~as to~~ ^{1/2 SUMNER} ~~as to~~ ^{YONKERS, NY 10704} the remaining one half interest of the whole being undivided

Document showing easements in place before R & K Realty subdivision map in '89

party of the first part, and Robert Glas of 85 Sumner Ave.,
Yonkers, N Y 10704

party of the second part,

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

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, bounded and described as follows: Beginning at a point at the northeasterly corner of lands now or formerly of William W. Elford, said point being S 16 07' 20" W 39.02' from an iron pipe found; and running thence, along the northerly line of lands of said Elford N 72 15' 00" W, 914.38' to a point on the westerly line of Francis Harrison's Patent, said point being on the easterly line of other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas; thence, along said line N 15 00' 00" E 260.70' to a point at the south-westerly corner of still other lands of Steven N. Buhl, Aneta G. Buhl and Donald Glas, thence along the southerly line of Buhl and Glas S 72 47' 50" E 919.28' to a point on the line of lands now or formerly of Thomas Chadwick, said point being S 16 07' 20" W, 36.41' from an iron pipe found; thence S 16 07' 20" W 269.28' to the point or place of beginning; as surveyed on May 18, 1982 by Anthony D. Valdina, registered land surveyor. Containing 5.6 acres of land more or less.

Subject to a right of way for the American Telephone and Telegraph Company, and subject to a right of way fifty feet in width retained by parties of the first part along the eastern edge of the premises hereby conveyed. Additionally 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 recorded in libre 260 p 403, and a right of way across the lands now or formerly of Chadwick recorded in libre 223 p 957. The parties of the first part reserve the use of said two right of ways for all ordinary purposes of ingress and egress to their adjoining properties.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

Aneta G. Buhl Steven N. Buhl Donald Glas