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Reply to New Jersey Office

April 29, 2020

Via Email and Overnight Mail

Chairman Don Serotta and all Board Members
Town of Chester Planning Board
Town of Chester
1786 Kings Highway
Chester, New York 10918

**Re: Application by Rober Knebel for 2-lot Subdivision of Tax Parcel
17-1-41 (39 Paradise Lane, Chester, New York)**

Dear Chairman Serotta and Board Members:

This office represents Brenda Stewart, the owner of 48 Paradise Lane and a neighbor of the applicant to the above matter, Robert Knebel. As you are aware, Ms. Stewart vehemently opposes Mr. Knebel's subdivision application. Under date of February 13, 2020, this firm submitted a formal letter of objection; we incorporate those objections here and enclose a copy for your convenience.

At the Planning Board's March 4, 2020 meeting, the Board attorney opined that the covenant in the Knebel deed (which is found in all other deeds of the original 7-lot subdivision) restricting any further subdivision of the Knebel lot was a "private matter" and that the Planning Board could not deny an application solely because the application violates a restrictive covenant in the subject property deed. While we understand the Planning Board attorney's initial position, review of the Board minutes and application materials of the Knebel 1985 hearing on the original 7-lot subdivision, which this firm only recently obtained, evidences why the "no further subdivision" deed restriction is not a "private matter."

With respect to his 1985 subdivision application, Mr. Knebel represented to the Planning Board by way of a letter memo dated June 5, 1985 that "[t]here will be NO other subdivisions allowed" (emphasis in original). Attached hereto as **Exhibit A** is a copy of the memo. In addition, the June 5, 1985 Planning Board minutes reflect Mr. Knebel's statement that he would like a seven lot subdivision and a stipulation of "No further subdivision" (emphasis supplied). Attached hereto as **Exhibit B** are the minutes of the June 5, 1985 Planning Board meeting. The

Fifty Years of Service

minutes further reflect that Mr. Knebel represented that each lot in the subdivision would be “5+ acres.” See **Exhibit B**.

These newly discovered documents evidence that in approving the 1985 7-lot subdivision, the Planning Board relied on these Knebel representations and statements of conditions. As such, the “no further subdivisions” deed restriction in the Knebel deed was not simply a private contractual matter. Instead, these documents show that this restriction was integral to the Board’s granting of the 1985 subdivision and upon which the Board relied. *The Planning Board retains jurisdiction to apply these conditions.* The current subdivision application seeks to amend these prior conditions without making them part of the application, not applied for, and not specified in the public notice. Without disclosure or acknowledgement of these facts in the current application, there is a material misrepresentation in the record before the Planning Board. This mistake must be corrected or, at least, further investigated by the Planning Board.

Based on this newly discovered information, there is evidence of a mistake, a misrepresentation by the Applicant, and/or a failure to apply for a removal of a condition of the prior approval, not as far as title is concerned, but as far as conditions and requirements that were part of Mr. Knebel’s application in 1985. We respectfully request that the Planning Board revoke any prior verbal or conditional approval of the current subdivision application, does not adopt a resolution with respect to this matter at its next hearing and reopen the matter for further hearing on these issues.

On behalf of Ms. Stewart, we reserve all of her claims and rights including the right to commence legal action to enforce the prior conditions on the properties on Paradise Lane by Mr. Knebel and/or to appeal any decision of the Planning Board with respect to this matter.

Very truly yours,

/s/ Kimberley A. Brunner

Kimberley A. Brunner, Esq.

KAB/kab

Encs.

Cc: David Donovan, Esq. (Board Attorney)
Douglas Jones, Esq. (Applicant’s Attorney)

EXHIBIT A



(914) 651-7972
FULLY INSURED

M CHESTER PLANNING BOARD

6/5, 1985

Robert Knebel

GENERAL CONTRACTOR

14 Highland Avenue Florida, New York 10921

Proposed subdivision plan - lot 26.3 Block 1 Sec. 17

All building lots 5 plus Acres total of 7

Lot 1&2 - Will have there own driveways.

Lots 3-7 Will form an association to fund the mainteance
of the private road, which I will be president of
because I will be residing on lot #7.

Lots 1-7 There will be NO other subdivisions allowed.

THANK YOU

EXHIBIT B

Filed 6/13/85

PLANNING BOARD

TOWN OF CHESTER

P.O. BOX 400
CHESTER, ORANGE COUNTY
NEW YORK 10918

RAYMOND G. JOHANSON
CHAIRMAN

JOHN F. MEEHAN
ATTORNEY

June 5, 1985

RICHARD EBERLE
EDWARD HOCHBERG
RICHARD LACY
ANDREW PALMER
HAROLD UTTER
FREDERICK WHALEY, JR.

LUKAS - PUBLIC HEARING - SUBDIVISION: Chairman Johanson opened hearing at 8:13 p.m. by reading notice from the Times Herald Record dated May 21, 1985 re: Application by Demetre and Olga Lukas for a 2 lot subdivision, tax map section 13, block 1, lot 4.21. Application and \$10.00 fee received. Certified mailings are correct.

Mr. Dillin stated, this is a 2 acre parcel on the northeasterly side of Well Sweep Lane. Existing dwelling on property, intention is to divide parcel in half. Percolation test done. They are building a new home for themselves and selling the existing one.

Chairman Johanson asked for any comments for or against proposal. None. Hearing closed, 8:15 p.m.

KAKARGO - PUBLIC HEARING - SUBDIVISION: Chairman Johanson stated Mr. Hartmann proceeded without direction to re-establish another public hearing for Leon Kakargo due to the fact that the number of lots was listed incorrectly on the public hearing notice last month. This public hearing will be opened up under a new notice. Notice from the Times Herald Record dated May 22, 1985 was read re: Application by Leon Kakargo for a 6 lot subdivision, tax map section 6, block 1, lot 16.224. Certified mailings are correct.

Mr. Ferris stated this is a 6 lot subdivision, 5 of the proposed lots are 2+ acres and the 6th lot is approximately 67 acres that is remaining land.

Chairman Johanson asked about the drainage study. Mr. Dragon presented a drainage study to the Board. Study represented a more detailed description of the road. Section 1 and 2 give a better picture. On road section ditches will be paved to prevent erosion. Retention basins will be on each of the lots to release the same volume of water over a period of time. 10 cubic feet will be released. With trucks coming into the area the parking lots will be graded to enhance the run-off. Topography of lots A, B, and C will basically drain down hill to an existing ditch, from there it will go down to Black Meadow Road, flowing south.

Mr. Whaley arrived, 8:25 p.m.

Mr. Dragon continued, we can intercept the water coming down Durland hill and carry it to Kings Highway. As parcel is developed further, it can be dealt with in a similar fashion. Pits can be used for further retention.

Mr. Salerno would like a commitment on retention. Mr. Dragon added, he did not know the use or grading. Mr. Salerno added, you are talking about "x" amount of impervious area. If it will be less or more, the cues in the retention area can be adjusted, but at least it is a basic commitment.

Mr. Salerno asked Chairman Johanson of the feasibility of this. Can we get a commitment based on 25,000 square feet of building with "x" amount of square feet

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minutes continued, page 2

of parking. Chairman Johanson stated, you want perimeters. Mr. Hartmann added, they can prepare a formula and submit it to make it part of the subdivision.

Chairman Johanson asked for any further comments for or against proposal.

Mr. Milo of Wehran Engineering representing Mr. James Wells, who owns lot #19, south of parcel presented a letter of authorization from Mr. Wells asking for a copy of the transcript and giving Mr. Milo permission to act on his behalf to protect his future interests in the development of this property, dated May 30, 1985. Chairman Johanson read the letter.

Chairman Johanson asked Mr. Milo if he had any comments. Mr. Milo answered, "No, not at this time."

Chairman Johanson asked for any further comments. None. Hearing closed, 8:35 p.m.

Chairman Johanson opened regular meeting at 8:39 p.m. Members present were Messrs. Hochberg, Eberle, Lacy, Utter, Whaley. Also present were Mr. Salerno, Town Engineer and Mr. Meehan, Attorney.

Chairman Johanson referred to the minutes of May 1, 1985, are there any additions, deletions or corrections. Chairman Johanson stated re: Berg, Japanese Gardens, pg. 3 and the Gallery, page 4, add, Chairman Johanson excused himself from participation and subsequent vote on Japanese Restaurant and the Gallery on page 6, was a vote of 6-0. Motion to approve minutes by Mr. Hochberg, seconded by Mr. Lacy, all in favor.

Chairman Johanson stated, Mr. Meehan informs me of a notice of appeal being filed relative to the Reed matter, filed with the New York State Court of Appeals.

Board is in receipt of 3 notices from the Orange County Clerk's office re:

1. Kakargo Industrial Park, filed April 4, 1985, map #6981.
2. Overlook Tract, filed April 24, 1985, map #7007.
3. Sugar Loaf Heights, Phase II, filed April 17, 1985, map #6998.

Board is in receipt of the minutes from the April 23, 1985 meeting of the Village of Chester Planning Board re: Chester Shopping Plaza. Planning Board is the lead agency. They are sending letters stating same and encouraging participation in the DEIS process for Chester Shopping Plaza. To date, this Board has not received letter, will notify secretary of this.

Board is in receipt of a memorandum dated May 15, 1985 from the Orange County Department of Planning re: Staff assignments and modifications to the 239 report. They will be meeting with a number of planners to discuss thoughts on ways to improve their reporting. Attached is a list of the Towns and Villages that each staff member covers.

PLANNING BOARD

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minutes continued, page 3

Board is in receipt of a memo from the F.W. Dodge Division asking for a copy of our agenda each month. Mr. Meehan advised that this is not necessary.

Chairman Johanson stated, the July meeting falls on July 3rd and suggests moving it to Tuesday, July 9th. Board agrees. Advertiser, Times Herald Record and WALL Radio to be notified.

JORDAN - SUBDIVISION: Board is in receipt of a letter dated May 23, 1985 re: Deletion of his name from the agenda because the requested engineering report is not complete. Mr. Jordan is also granting the Board an extension on the required 45 day time period. Motion by Mr. Eberle that we accept the extension for a period of 60 days from today, meaning June 5, 1985 in terms of making a decision, seconded by Mr. Utter, all in favor. Vote carried; 6-0.

DECKER - SPECIAL PERMITTED USE: Mr. Decker stated, dwelling is located on Black Meadow Road in the industrial park zone, parcel is 5 acres.

Mr. Salerno stated, because this is pre-existing, we can apply 175% land area for 2 families, septic system should be evaluated. Mr. Decker added, this is a 6 bedroom home with 2 full baths.

Mr. Lacy asked about a variance, as this is not covered in our regulations under industrial park zoning, only under residential zoning.

Chairman Johanson suggested correspondence from this Board to the ZBA stating, we have no objections and suggest that the septic system be evaluated.

BERNARDINI - SUBDIVISION: Board is in receipt of a letter dated May 30, 1985 from the Orange County Department of Public Works re: Bernardini subdivision, meets with their approval. Application and \$10.00 fee received.

Chairman Johanson asked for any comments on this proposal. None. Motion by Mr. Lacy that we grant preliminary and final approval subject to maps and fees, fees meaning, \$100.00 subdivision fee and \$200.00 recreation fee, seconded by Mr. Whaley, all in favor. Vote carried, 6-0.

RATTI-JEDZINIAK - OPEN AREA DEVELOPMENT: Board is in receipt of a letter addressed to Mr. Farrell dated May 17, 1985 from Barbara Spina re: Ratti-Jedziniak. Town Board approves open area development concept on above mentioned parcel.

Mr. Farrell stated, the area satisfies the requirements of the Open Area Development Law. Nine lots are proposed, owners will own down to the center of the private roadway and they will not be dedicated to the Town, no municipal improvements.

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minutes continued, page 4

Mr. Lacy stated, all of the lots do not front on the private road. Mr. Farrell answered, lot #2 fronts on Bull Mill Road and this lot maybe removed from the subdivision. Lot #1 is 10 acres and the access road can easily be put on that lot. Requirement of no further subdivision will be in the deed.

Mr. Lacy stated, the private road will come in from an existing right-of-way. Mr. Farrell stated, there is presently an existing right-of-way and we will construct a 20 foot wide roadway, as required. Mr. Lacy asked, who owns the right-of-way. Mr. Farrell answered, Mrs. Jedziniak and a few other people have rights on it. It is on Mrs. Jedziniak's property. Mr. Lacy asked, how it is maintained now. Answer from the floor, it is just a dirt road. Mr. Lacy questioned how it will be maintained when development goes in. Mr. Farrell answered, it will be maintained by a very loose association with on homeowner designated as Chairman. The people down there will probably get the benefit of a better roadway.

Mr. Whaley questioned the zoning. Mr. Farrell answered, 1 acre. This will probably have to be referred to the County because it is close to the Blooming Grove Town line. Asking for a public hearing for August to have time for it to go to the County Planning and receive their comments in time for the hearing.

Mr. Lacy asked how easy is it to walk this property. Mr. Farrell answered, the part that fronts on Bull Mill is wet, but the roadway will be solid. We have redesigned the road so as not to go through that area. Mr. Marshall stated, he needed a week to stake out roadway so it can be walked. Mr. Lacy will lead the site visit, with Mr. Hochberg and Mr. Eberle attending, Sunday, June 23, 1985, 9 AM. Application and \$25.00 fee received.

Mr. Eberle questioned the Village water line in the vicinity of the roadway. Mr. Salerno answered, roadway will cross over it, but not interfere with it.

LAKE REGION ESTATES - SECTION II: Mr. Grevas stated this was approved in May 1982 with the condition that Section I only can be filed until such time as adequate water supply and County Health approvals be obtained. The water approval went to the Town of Chester and the subdivision approval was received from the Orange County Department of Health. We are here to proceed with Section II subject to the public improvement, both of which has to be worked out.

Mr. Freidlich stated, they are setting up a second well in case of a problem with the first one, which is not causing any problems at this time. Section II is 17 lots. Mr. Salerno questioned the well tie in. Mr. Freidlich answered, there is none so far.

Mr. Salerno questioned the recreation fee, was it based on the entire 50 lots. Mr. Freidlich was not sure, and did not know how much was paid.

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minutes continued, page 5

Mr. Salerno stated, Health Department requested a second well to be added, only as a stand by well.

DILLIN - SUGAR LOAF HEIGHTS - SECTION III AND IV: Mr. Dillin stated, this is the balance of Sugar Loaf Heights, Section III and IV. We would like approval on both, but will build each section separately. This is an extension of Section I and II, basically the same road pattern only the "T" turn around is changed. Proposal is 31 lots.

Mr. Dillin added, a private road runs along the northeasterly boundary that could be used for a emergency exit, it exits on to Well Sweep Lane. Mr. Salerno stated, this is part of Overlook Tract and it can not be used. The 50 foot strip on to Well Sweep Lane can be used for emergency, it will not be a paved access.

Mr. Salerno added, be prepared in advance of any approval to furnish easements for the septic systems to the Town.

Mr. Whaley asked if the Board will make an architectural review. Feels Board should be involved with this.

Chairman Johanson asked for any further comments. None. A site visit will be on Sunday, June 23. Application and \$25.00 fee received.

M. MATRI & SONS - SITE PLAN: Mr. Matri stated, this company is in the business of processing laminated beams. They design and build laminated structures. Beams are 60 feet in length for pre-fabricated buildings. They will be stored outside, wrapped and under tarps. When taken inside, they will be cut to length. Presently located in Ramsey, New Jersey. Lot is 19.2 acres. Will employ 6 people, but with expansion may employ 16 to 20 people. They use only the finished product. Beams will be trucked in and out. Parcel in the IP zone.

Mr. Lacy commented that lumber and building materials are prohibited in the IP zone, but maybe a variance can be obtained. Mr. Meehan suggested a zone change from IP to I, or a variance.

Consensus was Mr. Matri needed a variance and Board will send a letter of reference to the ZBA.

KNEBEL - SUBDIVISION: Mr. Knebel stated, this parcel on Lake Station Road was previously subdivided by Mr. Pisacano, but map was never stamped. He would like a 7 lot subdivision with a private road and a stipulation of "No further subdivision" on each lot. In the SR2.5 zone. Lots 1 and 2 would have their driveways on existing road and lots 3 through 7 will come off of this private road. Maintenance will be handled by an association run by me, as I will own back lot.

PLANNING BOARD

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minutes continued, page 6

Chairman Johanson stated, for what you are proposing, this will have to be a public road. This does not meet the Open Area Development requirements. After a discussion with Mr. Salerno, it was ascertained this subdivision will have a Town road. Subdivision will be proposed in full with a subject to on the road before any building permits will be issued for lots other than those fronting on Lake Station Road. Maps to include road specs and any drainage to be shown.

Mr. Knebel added, all lots will be 5+ acres, Health Department approval is not required.

Chairman Johanson asked for any objections to a public hearing for July 9th. None.

NOZKOWSKI - SUBDIVISION: Mr. Nozkowski stated, this 92 acre parcel is on Sugar Loaf Mountain Road, would like to subdivide parcel to build a house for himself and leave remaining 82 acres as is. Zoning is AR.5 and AR.1.

Chairman Johanson asked for any objections to a public hearing for July 9th. None. Application and \$10.00 fee received.

M. MATRI & SONS: Motion by Mr. Hochberg that we recommend that the ZBA approve the proposed variance, seconded by Mr. Eberle, all in favor. Vote, 6-0.

LAKE REGION ESTATES: Motion by Mr. Hochberg that we grant final approval subject to maps, fees, bonding and conditions of the water and road dedication of Section II, seconded by Mr. Lacy, all in favor. Vote, 6-0.

DECKER: Motion by Mr. Lacy that Mr. Decker be referred to the ZBA since our zoning law does not cover Special Permitted Use of this type in the Industrial Zone, however, we do recommend favorable treatment by the ZBA and that they determine septic system adequacy for the use intended, seconded by Mr. Whaley, all in favor. Vote, 6-0.

KAKARGO: Detailed proposal for perimeters of drainage. Motion by Mr. Lacy that we deny approval of first submission based on incorrect notification, seconded by Mr. Whaley, all in favor. Vote, 6-0.

Motion by Mr. Lacy that we grant preliminary approval, seconded by Mr. Hochberg, all in favor. Vote, 6-0.

LUKAS: Motion by Mr. Hochberg that we grant preliminary and final approval subject to maps, fees, fees meaning \$100.00 subdivision and \$100.00 recreation fee, seconded by Mr. Utter, all in favor. Vote, 6-0.

KNEBEL: Public hearing, July.

NOZKOWSKI: Public hearing, July.

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June 5, 1985

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FREDERICK WHALEY, JR.

minutes continued, page 7

DILLIN: Site visit, June 23rd.

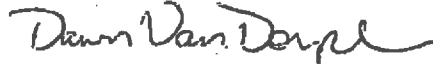
RATTI-JEDZINIAK: Site Visit, June 23rd.

BERNARDINI: 'Approved.

JORDAN: 60 day extension.

Motion to adjourn by Mr. Whaley, seconded by Mr. Utter, all in favor. 11:25 p.m.

Respectfully submitted,



Dawn Van Dorpe
Secretary

dvd

Checks received:

Nozkowski	\$10.00 app. fee	
Dillin, Sugar Loaf Heights	\$25.00 App. fee	
Phase III and IV		
Bernardini	\$10.00 app. fee	
Lukas	\$10.00 app. fee	
Ratti-Jedziniak	\$25.00 app. fee	

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February 13, 2020

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OUR FILE NO. 200122-1

Via Hand Delivery

Chairman Don Serotta and all Board Members
Town of Chester Planning Board
Town of Chester
1786 Kings Highway
Chester, New York 10918

**Re: Application by Robert Knebel for 2-lot subdivision
of Tax Parcel 17-1-41
(39 Paradise Lane, Chester, NY)**

Dear Chairman Serotta and all Board Members:

This office represents Brenda Stewart, the owner of 48 Paradise Lane and neighbor of the applicant, Robert Knebel. Ms. Stewart previously wrote a letter to the Board objecting to Mr. Knebel's subdivision application and subsequently appeared at the Board's meeting held on February 5, 2020. You have asked for the submission of additional comments prior to February 15, 2020.

A. BACKGROUND

As you are aware, Ms. Stewart's objection is based upon a prior subdivision approval in 1986 and in particular a deed restriction issued pursuant to same affecting the entire 1986 Knebel subdivision of which Mr. Knebel's lot is a part. This restriction prohibits all lots within the Knebel subdivision filed as Map No. 7571 from being further subdivided for a lot size less than five (5) acres. We understand that the prior subdivision of which this lot was a part restricted the future subdivisions as well. (We are in the process of obtaining the entire 1986 subdivision file and will further comment on our position when we are in receipt of same.)

Fifty Years of Service

Mr. Knebel has applied for a 2-lot subdivision with one lot consisting of 5.310 acres and the other lot consisting of 1.447 acres. This information was not disclosed to the Board and was not depicted on the Applicant's sketch plan. This is the case even though same is required by Ordinance § 83-28(A)(7) of the Town Code.

We request that the Board dismiss the application without prejudice until such time that the deed restriction is resolved (to avoid spending the time and money of all parties on an application which cannot be legally granted). Moreover, even if the Applicant is permitted to proceed, it needs to apply for amended subdivision approval to amend the prior 1986 subdivision. Upon information and belief, the prior subdivision and the conditions required therein are proposed to be changed and modified. But no application was made for same. As stated, when we obtain the entire earlier subdivision file, we will better be able to comment.

B. DOCUMENTS PROVIDED

In furtherance of our request, we enclose copies of the following documents:

1. Deed conveying title to 48 Paradise Lane into Ms. Stewart dated July 28, 2016 and recorded in the Orange County Clerk's Office in Liber 14098 at Page 134. Ms. Stewart's Deed is made subject to all covenants, easements and restrictions of record affecting the premises.
2. Certificate for Title Insurance issued to Ms. Stewart by Chicago Title Insurance Company Title Number CT16-00645-O dated March 9, 2016 which contains as an exception to coverage for Covenants and Restrictions in Liber 2542 page 234. A copy of this Liber is included in the title commitment and was previously provided to you by Ms. Stewart;
3. Owner's Policy of Title Insurance issued to Mr. Stewart dated July 28, 2016 also containing the same exception for Covenants and Restrictions recorded in Liber 2542 at Page 234 et seq.; and.
4. Deed conveying 39 Paradise Lane into Robert Knebel and Susan Knebel dated May 27, 1986 and recorded on August 10, 1987 in the Orange County Clerk's Office in Liber 2767 at Page 221 et seq.

C. MISREPRESENTATIONS BY APPLICANT

As you may recall, the Applicant argued at the February 5, 2020 meeting that his deed did not contain the 5-lot minimum size restriction. The documents in the public record prove otherwise, as the deed to the subject property (Item 4 above) contains the same lot acreage requirement, as does that of Ms. Stewart (see Page 224, Paragraph 8 of such deed).

The purpose of § 83-28(A)(7) is to ensure that the Planning Board does not needlessly interfere with encumbrances that prevent a proposed subdivision and get itself embroiled in an enforcement action by approving a subdivision in violation of a deed restriction on the property. While we understand that the Board is not responsible to enforce deed restrictions between private parties, we request that the Board dismiss without prejudice any further action on Mr. Knebel's application until such time that the deed restriction is resolved. Otherwise, the Board will devote attention to this subdivision where (i) it cannot be perfected, and (ii) the Board will likely get embroiled in an enforcement action if it approves the subdivision. Accordingly, the prudent course of action would be to require the Applicant to obtain a ruling on the restrictions, and at a minimum, amend the prior approval (to the extent it restricts or limits further subdivisions) and/or resolve the deed restriction—before any subdivision approval, in violation of such restriction or the prior approval, is granted.

D. VIOLATIONS OF OTHER RESTRICTIONS OR CONDITIONS

Our client also advises that Mr. Knebel has violated the restriction in the deed (and we assume the prior subdivision approval) which prohibits structures on the Knebel lots other than a one-family dwelling and attached 3-car garage. (See Page 224, Paragraph 1 of Mr. Knebel's deed.) Mr. Knebel has both a barn and a detached non-residential garage on his lot. That is another reason why an amended approval is required. Moreover, the Board should not consider an application with existing violations.

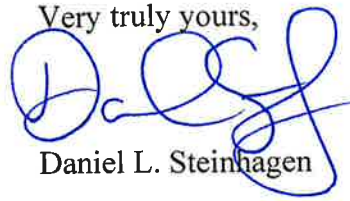
* * *

The Applicant created the restrictions and placed them on each lot at the time of the 1986 subdivision and received an approval more than 30 years ago which he now wants to change. The restrictions do not have an expiration date and do not make an exception for Mr. Knebel's lot or for any other lot within the 1986 subdivision. Nor do the restrictions provide that they expire upon the dedication of Paradise Lane to the Town (which was dedicated in November of 1986). If an exception were intended to be made or were it intended that the restrictions would expire on a certain date or the occurrence of a specific event, it would have been easy for Mr. Knebel to have included such information in the deed itself wherein he created the restrictions. It would have been simple for the Board to qualify any restrictions at the time of the original subdivision as well. However, he did not, and to the best of our knowledge, the Board did not. We are not aware of the extent of the limitations in the prior subdivision (but are in the process of investigating the full file).

Mr. Knebel has stated to our client that he is moving to Florida. Thus, he will not have to deal with a home that is out of place in a neighborhood of 5-acre parcels. Yet, our client will.

Town of Chester Planning Board
February 13, 2020
Page 4

Our client reserves all of her rights in connection with this matter, including the right to bring any legal action to enforce the deed restrictions placed on the properties on Paradise Lane by Mr. Knebel, to address the violations of the limitations on improvements, and prevent the amendment of the prior 1986 subdivision approval, or to oppose the modification of the conditions of the 1986 subdivision which the Applicant now seeks to change (even though there is no application to do so).

Very truly yours,

Daniel L. Steinhagen

DLS/bn:lb

Enclosures

cc: David Donovan, Esq. (Board Attorney)
Douglas Jones, Esq. (Applicant's Attorney)



ORANGE COUNTY – STATE OF NEW YORK
ANN G. RABBITT, COUNTY CLERK
255 MAIN STREET
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



Recording:

Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

BOOK/PAGE: 14098 / 134
INSTRUMENT #: 20160055731

Sub Total: 185.00

Receipt#: 2184190
Clerk: CH
Rec Date: 08/25/2016 11:40:28 AM
Doc Grp: D
Descrip: DEED
Num Pgs: 3
Rec'd Frm: CHICAGO TITLE INSURANCE CO

Transfer Tax
NYS PD\$1630 8/5/16 #REMT0
808160151921
Transfer Tax - State 0.00
Sub Total: 0.00

Party1: WASSNER GARY BY ATTY
Party2: STEWART BRENDA J
Town: CHESTER (TN)
17-1-39

Total: 185.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 818
Exempt
Consideration: 407500.00

Total: 0.00

Payment Type: Check ☒
Cash ☐
Charge ☐
No Fee ☐

Comment: _____

Ann G. Rabbitt
Orange County Clerk

Record and Return To:

EMERY DUELL
50 CHESTNUT RIDGE RD SUITE 208
MONTVALE NJ 07645

orange
B I
L 39

2

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE made the 28th day of July, 2016.

BETWEEN GARY WASSNER and BRIEN WASSNER by JILL CADRE, AS THEIR ATTORNEY IN FACT residing at 70 Little West 12th Street, New York, NY, as joint tenants with the right of survivorship

party of the first part, and

BRENDA J. STEWART

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100 (\$10.00) DOLLARS, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Chester, County of Orange and State of New York known and designated as Lot 5, as shown on that certain map entitled "Subdivision - Lot 26.3 Block 1 Section 17 Robert Knebel" filed in the Orange County Clerk's Office on April 11, 1986 as Map No. 7571 and being more particularly bounded and described as follows:

BEGINNING at a point on the westerly boundary of Paradise Lane where the same is intersected by the lands now or formerly Rammant (liber 13778 page 1677) (Lot No. 4, Filed Map No 7571) and **RUNNING THENCE** along Paradis Lane the following eight (8) courses and distances

- 1) S 30° 36' E 93.55 feet to a point of curve,
- 2) on a curve to the right with a radius of 275.00 feet an arc length of 111.35 feet to a point of tangency
- 3) S 7° 24' E 84.67 feet to a point of curve
- 4) on a curve to the right with a radius of 50.00 feet an arc length of 62.28 feet to a point of tangent
- 5) S 63° 58' W 107.53 feet to a point
- 6) N 26° 2' W 25.00 feet to a point
- 7) S 63° 58' W 50.00 feet to a point
- 8) S 26° 2' E 25.00 feet to a point

Thence along the lands now or formerly Rizzo (liber 11916 page 394) (Lot No. 1, Filed Map NO. 209-92) S 63° 58' W 500.94 feet to a point ; thence along the lands now or formerly Baird (liber 4609 page 105) (Lot NO. 2, Filed Map No. 7571) N 19° 30'00" W a distance of 319.35 feet to a point; thence along the lands now or formerly Rammant (liber 13778 page 1677) (lot No. 4, Filed Map 7571) N 63° 58'00" E a distance of 702.66 feet to the point or place of **BEGINNING**. Containing 5.169 plus or minus acres.

TOGETHER with all rights, privileges and easements and **SUBJECT** to all covenants, easements, reservations and restrictions of record affecting said premises.

BEING the same premises conveyed to the party of the first part by **STEPHEN C. PULLEN** and **GRACE MONTALTO PULLEN**, by deed dated January 16, 2013, and recorded in the Office of the Clerk of Orange County on March 22, 2013, in Liber 13530 of Deeds at page 1647.

↓

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 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 done nothing 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, hereby 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:

Jill Cadre as agent for Gary Wassner

Gary Wassner By Jill Cadre as his
Attorney in Fact by POA Recorded simultaneously herewith

Jill Cadre as agent for Brian Wassner

Brian Wassner By Jill Cadre as his
Attorney in Fact by POA Recorded simultaneously herewith

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On the 28th day of July, 2016, before me, the undersigned, a notary public in and for said state, personally appeared BRIEN WASSNER and GARY WASSNER BY JILL CADRE AS THEIR ATTORNEY IN FACT, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RECORD AND RETURN BY MAIL TO:
Emery Duell, Esq.
50 Chestnut Ridge Road, Suite 208
Montvale, NJ 07645



MIRYAM S. FULD
Notary Public State of New York
No. 01FU6087250
Qualified in Bronx County
Commission Expires February 10, 2017

Policy No.: CT16-00645-O

OWNER'S POLICY OF TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;

NY-02100.430087-RAM-7230632-1-16-CT16-00645-O



Policy No.: CT16-00645-O

(c) the subdivision of land; or

(d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

Issued by:

CHICAGO TITLE INSURANCE COMPANY
711 THIRD AVENUE
NEW YORK, NY 10017

Countersigned::

Authorized Signature



CHICAGO TITLE INSURANCE COMPANY

By:

Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

NY-02100.430087-RAM-7230632-1-16-CT16-00645-O

ALTA Owner's Policy (6-17-06)



**CHICAGO TITLE INSURANCE COMPANY
AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6/17/06)
WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)**

Policy No.:
CT16-00645-O

Effective Date:
07/28/2016

Amount of Insurance:
\$407,500.00

SCHEDULE A

1. Name of Insured:

Brenda J. Stewart

2. The estate or interest in the land which is covered by this Policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in the Insured by:

DEED made by GARY WASSNER and BRIEN WASSNER -to- BRENDA J. STEWART, dated July 28, 2016, to be recorded in the Office of the County Clerk of Orange County.

4. The Land referred to in this policy is described as follows: - SEE ATTACHED DESCRIPTION-



Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

CT16-00645-O

SCHEDULE A DESCRIPTION

All that plot, piece or parcel of land, situate, lying and being in the Town of Chester, County of Orange and State of New York known and designated as Lot No. 5, as shown on that certain map entitled "Subdivision-Lot 26.3 Block 1 Section 17 Robert Knebel" filed in the Orange County Clerk's Office on April 11, 1986 as Map No. 7571 and being more particularly bounded and described as follows:

Beginning at a point in the westerly boundary of Paradise Lane where the same is intersected by the lands now or formerly Rammant (Liber 13778 page 1677)(Lot No. 4, Filed Map No. 7571) and running thence along Paradise Lane the following eight (8) courses and distances:

1. S30° 36' 00"E a distance of 93.55 feet to a point,
2. On a curve to the right having a radius of 275.00 feet and an arc length of 111.35 feet to a point;
3. S07° 24' 00" a distance of 84.67 feet to a point,
4. On a curve to the right having a radius of 50.00 feet and an arc length of 62.28 feet to a point,
5. S63° 58' 00"W a distance of 107.53 feet to a point,
6. N26° 02' 00"W a distance of 25.00 feet to a point,
7. S63° 58' 00"W a distance of 50.00 feet to a point,
8. S26° 02' 00"E a distance of 25.00 feet to a point;

THENCE along the lands now or formerly Rizzo (Liber 11916 page 394)(Lot No.1, Filed Map No. 209-92) S63° 58' 00"W a distance of 500.94 feet to a point;

THENCE along the lands now or formerly Baird (Liber 4609 page 105)(Lot No.2, Filed Map No. 7571) N19° 30' 00"W a distance of 319.35 feet to a point;

THENCE along the lands now or formerly Rammant (Liber 13778 page 1677)(Lot No. 4, Filed Map No. 7571) N63° 58' 00"E a distance of 702.66 feet to the point of beginning.

FOR INFORMATION ONLY:

Property known as: 48 Paradise Lane, Chester, NY
Tax address: 48 Paradise Lane, Warwick, NY

ALTA Owner's Policy Schedule A-06

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CHICAGO TITLE INSURANCE COMPANY

CT16-00645-O

SCHEDULE B EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Survey made by John A. McGloin, LS dated July 21, 2016 shows the following:
No encroachments or variations of lot lines.
For information only: Premises are improved by a dwelling and driveway.
2. Street Dedication recorded in Liber 2174 page 427.
3. Covenants and Restrictions recorded in Liber 2542 page 234.
4. Road Dedication recorded in Liber 2738 page 34 and in Liber 2738 page 45.
5. Notes on Filed Map No. 5122-79.
6. Notes on Filed Map No. 7571-86.
7. MORTGAGE made by BRENDA J. STEWART -to- PRIME LENDING, a Plains Capital Company, dated July 28, 2016, to secure the sum of \$326,000.00, to be recorded in the Office of the County Clerk of Orange County.

ALTA Owner's Policy Schedule B-06

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CHICAGO TITLE INSURANCE COMPANY

Policy No. CT16-00645-O

Title No. CT16-00645-O

**CHICAGO TITLE INSURANCE COMPANY
STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)**

Attached to and made a part of Policy No. CT16-00645-O

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown on Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CHICAGO TITLE INSURANCE COMPANY

Dated: JULY 28, 2016

Countersigned:

Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.



By:

Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary



CHICAGO TITLE INSURANCE COMPANY

Policy No: CT16-00645-O

Title No: CT16-00645-O

CHICAGO TITLE INSURANCE COMPANY

**WAIVER OF ARBITRATION ENDORSEMENT
(OWNER'S OR LOAN POLICY)**

Attached to and made a part of policy No. CT16-00645-O

The policy is amended by deleting therefrom:

- (A) If this endorsement is attached to an ALTA Loan Policy: Condition 13.
- (B) If this endorsement is attached to an ALTA Owner's Policy: Condition 14.
- (C) If this endorsement is attached to a TIRSA Owner's Extended Protection Policy: Condition 12.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

CHICAGO TITLE INSURANCE COMPANY

Dated: JULY 28, 2016

Countersigned:

Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.



By:

Raymond R. Quirk
President

By:

Michael L. Gravelle
Secretary

Policy No.: CT16-00645-O

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

NY-02100.430087-RAM-7230632-1-16-CT16-00645-O



Policy No.: CT16-00645-O

CONDITIONS CONTINUED

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) to Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) to Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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Policy No.: CT16-00645-O

CONDITIONS CONTINUED

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy.

All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

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ALTA Owner's Policy (6-17-06)



Policy No.: CT16-00645-O

CONDITIONS CONTINUED

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
National Claims Administration
PO Box 45023
Jacksonville, Florida 32232-5023

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Title Number: CT16-00645-O

CERTIFICATE FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Questions concerning the within Certificate should be directed to:

Underwriter's Name and Phone Number: Jennifer F. Beltrami, Esq.
Underwriting Counsel
Direct (212) 880-1218 Fax: 212-880-1400
Jennifer.Beltrami@ctt.com

CHICAGO TITLE INSURANCE COMPANY

Issued by:

Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017

Dated: March 9, 2016

Certified by: Jennifer Beltrami

Redated

By: _____



By:

A handwritten signature in dark ink, appearing to read "Raymond R. Quirk".

Raymond R. Quirk
President

By:

A handwritten signature in dark ink, appearing to read "Michael L. Gravelle".

Michael L. Gravelle
Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

CHICAGO TITLE INSURANCE COMPANY

CONDITIONS AND STIPULATIONS

Title Number CT16-00645-O

1. This Certificate shall be null and void
 - (A) if the fees therefore are not paid;
 - (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
 - (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;
 - (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
2. If the 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.
3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.



**CHICAGO TITLE
INSURANCE COMPANY**

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

Order Confirmation

Title Number: CT16-00645-O
Date of Application: 06/17/2016
Estimated Reporting Date: 06/28/16

Sales Representative:
Mario Varano
212-880-1320
Mario.Varano@ctt.com

TRANSACTION INFORMATION

Notes:

Owner Liability: \$407,500.00

Loan Liability: \$326,000.00

Purchaser/Borrower: Brenda J Stewart

Seller: Brien Wassner
Gary Wassner

Lender: Lender to be provided

Property: 48 Paradise Lane, Chester, NY
Section 17 Block 1 Lot 39
=====

Survey Instructions: Quote for new

Searches Ordered: Certificate of Occupancy; Fire Department; Housing and Building; Street Report;

PARTIES TO THE TRANSACTION

Applicant

Emery C. Duell, Esq.
Beattie Padovano, LLC
50 Chestnut Ridge Road, Suite 208
P.O. Box 244
Montvale NJ 07645

E-MAIL: EDuell@beattielaw.com
PHONE: 201-573-1810 FAX: 201-573-9369

Seller Attorney

Jill Cadre, Esq.
400 Sylvan Avenue
Suite 203
Englewood Cliffs NJ 07632

E-MAIL: jill@cadrelaw.com
PHONE: 201-894-1300 FAX: 201-894-1304

If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at <http://nyrates.ctic.com>.

Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.



Chicago Title Insurance Company

KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

CUSTOMER SERVICE

Susan Quinn
Telephone: 914-684-3625
Susan.Quinn@CTT.com

STATUS OF A TITLE ORDER

Marion Latham, Production Manager
Telephone Number: 914-684-3610
Marion.Latham@CTT.com

LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

POST CLOSING INQUIRIES

Derek Brown, Closing/Post Closing Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

*****THANK YOU FOR YOUR BUSINESS*****

Joneth L. Mancini, Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.com

Market Value Endorsement

Section 6409(c) of the Insurance Law requires that the title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupancy of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing in the space following this notice.

Authorized Signature

Authorized Signature



Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

THIS REPORT IS NOT A TITLE INSURANCE POLICY!

THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.

SCHEDULE A

TITLE NO. CT16-00645-O

EFFECTIVE DATE: March 9, 2016

ALTA Owner's Policy - 6/17/06 with New York Endorsement

\$407,500.00

PROPOSED INSURED: Brenda J Stewart

ALTA Loan Policy - 6/17/06 with New York Endorsement

\$326,000.00

PROPOSED INSURED: TO BE DETERMINED

BORROWER: Brenda J Stewart

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

Gary Wassner and Brien Wassner, as joint tenants with rights of survivorship

Title acquired under deed dated 1/16/2013, recorded on 3/22/2013 in Liber 13530 Page 1647, made by Stephen C. Pullen and Grace Montalto Pullen.
(Exhibit A)

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**



Chicago Title Insurance Company

Title Number: CT16-00645-O

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Chester, County of Orange and State of New York known and designated as Lot 5, Block 1 on Filed Map 7571, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly sideline of Paradise Lane, where the same is intersected by the southerly line of lands now or formerly H & H Russell;

RUNNING THENCE from said beginning point:

- 1) Along said westerly sideline,
South 30° 36' East 93.55 feet to a point of curve;
- 2) On a curve to the right with a radius of 275.00 feet, an arc length of 111.35 feet to a point of tangency;
- 3) South 7° 24' East 84.67 feet to a point of curve;
- 4) On a curve to the right with a radius of 50.00 feet, an arc length of 62.28 feet to a point of tangency;
- 5) South 63° 58' West 107.53 feet to a point;
- 6) North 26° 2' West 25.00 feet to a point;
- 7) South 63° 58' West 50.00 feet to a point;
- 8) South 26° 2' East 25.00 feet to a point;
- 9) South 63° 58' West 500.94 feet to a point;
- 10) North 19° 30' West 319.35 feet to a point;
- 11) North 63° 58' East 702.66 feet to the point or place of BEGINNING.

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Nebraska Corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
- (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Nebraska corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosedin writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.



Chicago Title Insurance Company

Title Number: CT16-00645-O

SCHEDULE B-1 (REQUIREMENTS)

The following are requirements to be complied with for a title policy to issue:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.
2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
3. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.
4. Mortgage returned herein: (1). Detailed statement within.
5. Rights of tenants or persons in possession.
6. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.
7. This Company will no longer accept a check over the amount of \$5,000.00 which is not **certified** unless prior arrangements have been made.
8. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.
9. For information only, as required by law, Patriot Searches have been run against the following name(s):

Brien Wassner, Gary Wassner and Brenda Stewart
10. Proof is required to show that the person executing deed, lease or mortgage at closing is the same person as the grantee in Deed in Liber 13530 Page 1647, the certified owner herein.
11. Proof is required that the following named person(s) has(have) not been known by any other name(s) within the last 10 years:
Names(s): Gary Wassner and Brien Wassner
12. Searches have been run at the County level for judgments, Federal Tax Liens, UCCs and bankruptcies in



Chicago Title Insurance Company

Title Number: CT16-00645-O

SCHEDULE B-1 REQUIREMENTS (Continued)

the appropriate District, against the following name(s):

Gary Wassner and Brien Wassner

No Returns

13. Proposed contract of sale must be submitted for examination and consideration by the Company prior to closing.
14. If the premises to be insured is a one to four family owner occupied residential dwelling, an affidavit at closing will be required from the owner, stating that:
 - a. the owner is not in default on any Mortgage affecting the premises herein; and
 - b. the premises is not the subject of a Mortgage foreclosure action or active lax lien sale list.

(The term, "default", means that the owner is more than 2 months in arrears on mortgage payments.)

In the event that the subject of the transaction is a "covered contract" involving a one to four family owner occupied residential dwelling, as defined in the Real Property Law Section 265-a, the policy will except any loss, claim or damage arising as a consequence of the provisions of Section 265-a of the Real Property Law, including the seller's right to cancel the contract and right to rescind a conveyance within 2 years from the date of the recording of said conveyance.

(This exception may be removed upon the receipt of an affidavit from the "EQUITY PURCHASER" setting forth the specific safe harbor provision that exempts the transaction from the statute. Please note that where the "covered contract" involves a "reconveyance arrangement", the affidavit and the circumstances of the transaction should be discussed with Company Counsel before removal of the exception.)

A copy of a form of affidavit to be executed by an equity purchaser together with a common exceptions affidavit for execution by an equity seller are attached for your information.

15. The nature of the mortgage transaction to be insured herein must be disclosed to this Company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.
16. NOTE: Section 6409, subdivision (c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional rider to policy to cover a homeowner (defined by the Company as the natural owner of a residential one to four family house, condominium unit or cooperative apartment) for future market value of the house.



Chicago Title Insurance Company

Title Number: CT16-00645-O

SCHEDULE B-1 REQUIREMENTS (Continued)

17. Declaration of Trust must be submitted to the Company for consideration. Company reserves the right to raise additional exceptions as necessary.
18. Searches have been run at the County level for judgments, Federal Tax Liens and bankruptcies in the appropriate District, against the following name(s):

Brenda Stewart

19. Proof is required that the following named person(s) has(have) not been known by any other name(s) within the last 10 years:
Names(s): Brenda Stewart

20. The following bankruptcy(ies) appear to be against Brenda Stewart the party in the chain of title and/or the purchaser/borrower. (See printout(s) herein)

If this bankruptcy is not against the party in the chain of title and/or the purchaser/borrower, a specific affidavit should be obtained and social security number provided.

21. For Information:

As of September 1, 2013 it will be MANDATORY for all RP-5217 forms to be in the PDF VERSION when presented with documents for recording at the Orange County Clerk's Office. The link for the form and instructions can be found at:

<http://www.tax.ny.gov/research/property/assess/rp5217/index.htm>

The PDF form must be completed according to the New York State Office of Real Property Services instructions available at the above website.

This form **cannot** be printed off the computer with the blanks filled in using a typewriter or be hand written. The PDF form must be completed using a computer.

The fee for the RP-5217 form remains the same.

For questions regarding the processing of the PDF version of RP-5217 forms, please call 845-291-3068 or 845-291-3067.



SUPERIOR DATA SERVICES, INC.

www.superior-data.com

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: (718) 625-9949
Fax: (718) 625-9609

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: (518) 785-4892
Fax: (518) 785-5086

104 Edwards Ave Suite 1
Calverton, NY 11933
Tel: (631) 727-1308
Fax: (631) 727-1309

Title:	CTIM-7-1 CFI6006450	Date:	6/20/2016
Name of individual:	GARY WASSNER		
County/District:	ORANGE/SOUTHERN		

BANKRUPTCY SEARCH



There is no record of a bankruptcy filing for the above-mentioned individual, corporation or business.

The following office(s) have been checked:



The following information is on file:

NONE FOUND					

U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT
1 BOWLING GREEN
NEW YORK, N.Y. 10004

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

SUPERIOR DATA SERVICES, INC. DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENT AGENCY WERE EXAMINED AND THAT THE INFORMATION RECORD ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCY. THE LIABILITY UNDER THIS SEARCH SHALL NOT EXCEED \$1,000 AND SHALL BE CONFINED TO THE APPLICANT FOR WHOM THE SEARCH WAS MADE. THIS SEARCH DOES NOT INCLUDE FILINGS IN AREAS OTHER THAN THE MICROFICHE OR INDEX SECTIONS OF THE UNITED STATES BANKRUPTCY CLERK'S OFFICE.

THIS SEARCH PREPARED FOR EXCLUSIVE USE BY: CHICAGO TITLE INS. - 711

SUPERIOR DATA SERVICES, INC.

www.superior-data.com

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: (718) 625-9949
Fax: (718) 625-9609

**1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: (518) 785-4892
Fax: (518) 785-5086**

104 Edwards Ave Suite 1
Calverton, NY 11933
Tel: (631) 727-1308
Fax: (631) 727-1309

Title:	CTIM-711 CT16006450	Date:	6/20/2016
Name of individual:	BRIEN WASSNER		
County/District	ORANGE/SOUTHERN		

BANKRUPTCY SEARCH



There is no record of a bankruptcy filing for the above-mentioned individual, corporation or business.

The following office(s) have been checked:



The following information is on file:

[illegible]

U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT
1 BOWLING GREEN
NEW YORK, N.Y. 10004

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

SUPERIOR DATA SERVICES, INC. DOES HEREBY CERTIFY THAT THE RECORDS OF THE ABOVE GOVERNMENT AGENCY WERE EXAMINED AND THAT THE INFORMATION RECORD ABOVE IS A TRUE AND ACCURATE ABSTRACTION OF THE INFORMATION CONTAINED THEREIN. THIS REPORT IS SUBMITTED FOR INFORMATION PURPOSES ONLY. LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE ABOVE GOVERNMENTAL AGENCY. THE LIABILITY UNDER THIS SEARCH SHALL NOT EXCEED \$1,000 AND SHALL BE CONFINED TO THE APPLICANT FOR WHOM THE SEARCH WAS MADE. THIS SEARCH DOES NOT INCLUDE FILINGS IN AREAS OTHER THAN THE MICROFICHE OR INDEX SECTIONS OF THE UNITED STATES BANKRUPTCY CLERK'S OFFICE.

THIS SEARCH PREPARED FOR EXCLUSIVE USE BY: CHICAGO TITLE INS. - 711

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 347-896-5551

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

Title: CTIM-711 CT16006450

Date: 06/28/16

Name of individual: Brenda Stewart

County: ORANGE

BANKRUPTCY SEARCH

A Search of the records of the United States Bankruptcy Court has been made with the following results:

- ☐ There is no record of a bankruptcy filing for the above-mentioned individual, corporation or business. The following office(s) have been checked:
- ☒ The following information is on file:

Case #	Chapter	Filed Date	Closing Date	SS#
04-22639-ASH BRENDA STEWART	7	4/20/2004	8/5/2004	XXX-XX-9621

U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT
1 BOWLING GREEN
NEW YORK, N.Y. 10004

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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THIS SEARCH PREPARED FOR EXCLUSIVE USE BY CHICAGO TITLE INS - 711.

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Chicago Title Insurance Company

Title Number: CT16-00645-O

SCHEDULE B-2 (EXCEPTIONS)

The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:

1. Survey Reading - See attached.
2. Street Dedication recorded in Liber 2174 page 427.
(Exhibit B)
3. Covenants and Restrictions recorded in Liber 2542 page 234.
(Exhibit C)
4. Road Dedication recorded in Liber 2738 page 34 and in Liber 2738 page 45.
(Exhibit D)
5. Notes on Filed Map No. 5122-79.
(Exhibit E)
6. Notes on Filed Map No. 7571-86.
(Exhibit F)
7. **FOR INFORMATION:** Premises herein are presently benefited by a STAR, school tax relief exemption. Said exemption will remain with the property until the end of the current tax year period. New owner must make application for renewal or continuation of the STAR exemption will expire. Policy will except any loss or damage by reason of reassessment of the premises based upon the new owner's failure to do so.

**CHICAGO TITLE INSURANCE COMPANY
COMMON EXCEPTIONS AFFIDAVIT**

State of New York)

)ss.

County of _____)

STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____ (the "Premises")
and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT16-00645-O issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.
2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the
_____ of the Fee Owner.
3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel
_____ page _____.
4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s)
_____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.
5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.
6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.
7. That there are presently _____ tenants in the Premises, and that each of the tenants is
_____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or
_____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.
That there are no tenants in possession of the captioned premises.
8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

Sworn to before me this _____ day of _____, 20_____.

Notary Public

PURCHASER'S HOME EQUITY THEFT PREVENTION AFFIDAVIT

State of New York)
)ss.
County of)

Premises: 48 Paradise Lane, Chester, NY

_____, being duly sworn, deposes and says:

1. I am the purchaser of the captioned premises and I am familiar with the contract of sale affecting said premises.
2. The transaction is exempt from the provisions of Section 265-a of the Real Property Law (the Home Equity Theft Protection Act) because the premises herein is being purchased:

(STRIKE OUT THE PROVISIONS THAT DO NOT APPLY):

- (a) for use as my primary residence and I will occupy the referenced premises as such; or
- (b) from a referee in a foreclosure sale conducted pursuant to Article 13 of the Real Property Actions and Proceedings Law; or
- (c) from _____, who is my spouse, grandparent, parent, child, grandchild or sibling
(Strike out the ones which are inapplicable), or
- (d) by a not-for-profit housing organization or a public agency; or
- (e) the statute is not applicable because I am a bona fide purchaser for value; or
- (f) if a sale is authorized by statute; or
- (g) by order or judgment of a court.

I make this affidavit knowing that Chicago Title Insurance Company is relying on the truth of the statements made herein.

Sworn to before me this _____ day of _____, 20____

Notary Public



Chicago Title Insurance Company

Title Number: CT16-00645-O

SURVEY READING

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.



Chicago Title Insurance Company

Title Number: CT16-00645-O

MORTGAGE SCHEDULE

1. Mortgage made by Brien Wassner and Gary Wassner -to- MERS, as Nominee for Morgan Stanley Private Bank, National Association dated 1/16/2013, recorded 3/22/2013 in Liber 13530 Page 1650 to secure the sum of \$285,250.00 and interest. (Mortgage tax paid: \$2,964.60)

Mortgage 1 can be satisfied or assigned by:

Morgan Stanley Private Bank, National Association

This certificate does not purport to show all the terms and provisions of the preceding mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.



SUPERIOR DATA SERVICES, INC.

www.superior-data.com

188 MONTAGUE STREET 10th FLOOR
BROOKLYN, NY 11201
TEL: (718) 625-9949 FAX: (347) 896-5551

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086

COUNTY: ORANGE

TITLE: CTIM-711 CT16006450

Page 1 of 2

TAX SEARCH

Ass'd To:	BRIEN WASSNER, GARY WASSNER	Search Date:	6/21/2016
Premises:	48 PARADISE LN		
Tax Class:	210	SWIS:	332289
Town/City:	TOWN OF CHESTER	School Dis:	WARWICK CSD
District:		Village:	
Section:	17	District:	
Block:	1	Section:	
Lot(s):	39	Block:	Land:
Exemp:	STAR BASIC 24,840	Lot(s):	Total:
		Exemp:	

2016 Town Tax \$4,977.71 PAID

Year: 1/1-12/31

Lien: 1/1

Due: 1/1

2015/2016 School Tax \$9,335.31 PAID

Year: 7/1-6/30

Tax w/o Exemptions \$10,142.31

Lien: 9/1

Due: 9/1

WATER: PRIVATE

TAX CLASSIFICATION: 210 SINGLE FAMILY DWELLING.

*****TAX PAYMENTS*****

TOWN OF CHESTER

P.O. BOX 601

CHESTER, NY 10918 (RECEIVER OF TAXES)

845 469-7000

ORANGE COUNTY FINANCE (DELINQUENT TAX)

265 MAIN ST

TAXES SUBJECT TO CONTINUATION PRIOR TO CLOSING

Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore please request the seller or borrower to have the receipted bills available at closing.

The unpaid taxes, water rates, assessments and other matters relating to taxes which are properly filed and indexed liens at the date of this search are set forth below. Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.

0000000.00

00000025.00

00000025.00



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www.superior-data.com

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BROOKLYN, NY 11201
TEL: (718) 625-9949 FAX: (347) 896-5551

1471 ROUTE 9 SUITE 203
CLIFTON PARK, NY 12065
TEL: (518) 785-4892 FAX: (518) 785-5086

COUNTY: ORANGE

TITLE: CTIM-711 CT16006450

Page 2 of 2

GOSHEN NY 12924
845 291-2480

TAXES SUBJECT TO CONTINUATION PRIOR TO CLOSING

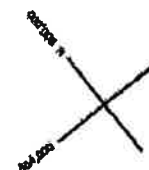
Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore please request the seller or borrower to have the receipted bills available at closing.

The unpaid taxes, water rates, assessments and other matters relating to taxes which are properly filed and indexed liens at the date of this search are set forth below. Our policy does not insure against such items which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.

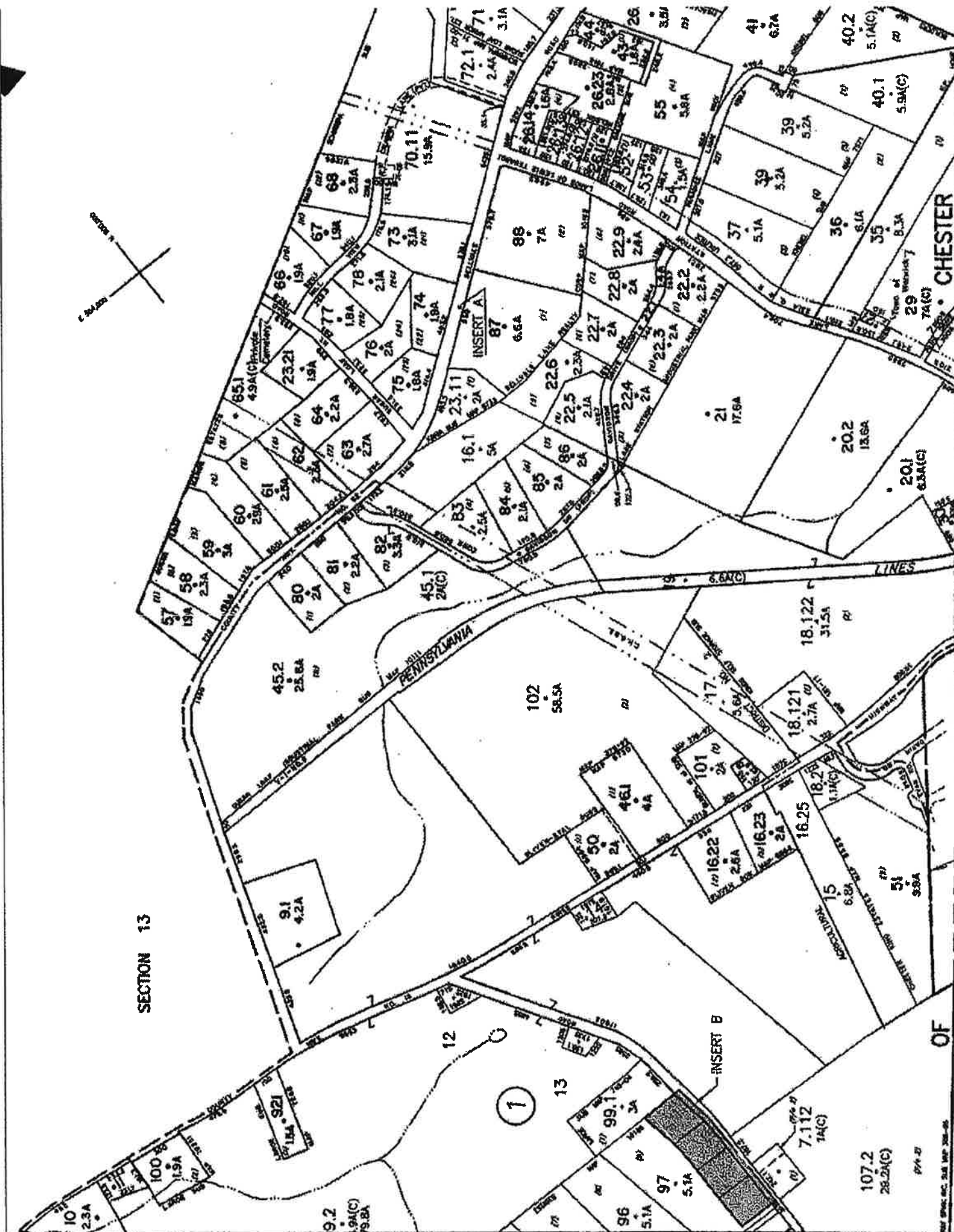
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SECTION 13



**FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE**

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- **Cookies.** From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

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All Rights Reserved.

EFFECTIVE AS OF APRIL 1, 2016

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 DOCUMENTSECTION 17 BLOCK 1 LOT 39RECORD AND RETURN TO:
(name and address)

CR 24843FA

Stephen C. Pullen
Grace Montato Pullen
TO
Cory Wagner
Brien Wagner

NATIONAL GRANITE TITLE INSURANCE
165 NORTH MAIN STREET
NEW CITY, NY 10956

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 X MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2003 SO. BLOOMING GROVE (VLG)
X 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 (VLO)
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 3 CROSS REF.
CERT. COPY _____ ADD'L X-REF.
MAP# _____ PGS.

PAYMENT TYPE: CHECK X
CASH _____
CHARGE _____
NO FEE _____

Taxable
CONSIDERATION \$ 407,500.00
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 8 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

National Granite

RECORDED/FILED
03/22/2013/ 13:24:14
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY
FILE#20130031575
DEED R / BK 13530 PG 1647
RECORDING FEES 185.00
TTX# 004756 T TAX 1,630.00
Receipt#1580724 natyp



CR-2883FA

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

Consult Your Lawyer Before Signing This Instrument
This Instrument Should Be Used By Lawyers Only

7.5
\$1630. THIS INDENTURE made the 16th day of January, two thousand and thirteen.

BETWEEN STEPHEN C. PULLEN and GRACE MONTALTO PULLEN, residing
at 48 Paradise Lane, Warwick, NY

party of the first part, and

GARY WASSNER and BRIEN WASSNER residing at 70 Little West
12th Street, New York, NY, as joint tenants with the right of
survivorship

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100
(\$10.00) DOLLARS, lawful money of the United States, and other good and valuable
consideration paid by the party of the second part, does hereby grant and release
unto the party of the second part, the heirs or successors and assigns of the party of
the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements
thereon erected, situate, lying and being in the Town of Chester, County of Orange
and State of New York known and designated as Lot 5 Block 1 on Filed Map 7571,
being more particularly bounded and described as follows:

BEGINNING at a point on the westerly sideline of Paradise Lane where the same is
intersected by the southerly line of lands now or formerly H & H Russell **RUNNING**
THENCE from said beginning point 1) along said westerly sideline S 30° 36' E 93.55
feet to a point of curve, 2) on a curve to the right with a radius of 275.00 feet an arc
length of 111.35 feet to a point of tangency 3) S 7° 24' E 84.67 feet to a point of curve
4) on a curve to the right with a radius of 50.00 feet an arc length of 62.28 feet to a
point of tangent 5) S 63° 58' W 107.53 feet to a point 6) N 26° 2' W 25.00 feet to a
point 7) S 63° 58' W 50.00 feet to a point 8) S 26° 2' E 25.00 feet to a point 9) S 63°
58' W 500.94 feet to a point 10) N 19° 30' W 319.35 feet to a point 11) N 63° 58' E
702.66 feet to the point or place of **BEGINNING**.

TOGETHER with all rights, privileges and easements and **SUBJECT** to all covenants,
easements, reservations and restrictions of record affecting said premises.

BEING the same premises conveyed to the party of the first part by JOSEPH C.
BIONDO and DAWN M. BIONDO, by deed dated June 11, 1993, and recorded in the
Office of the Clerk of Orange County on October 19, 1993, in Liber 3911 of Deeds at
page 56.

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 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 done
nothing 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, hereby
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.

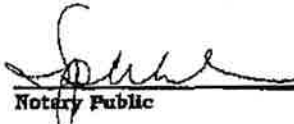
IN PRESENCE OF:


STEPHEN C. PULLEN


GRACE MONTALTO PULLEN

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On the 16th day of January, 2013, before me, the undersigned, a notary public in and for said state, personally appeared **STEPHEN C. PULLEN** and **GRACE MONTALTO PULLEN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

STEPHEN H. DEBORIAN
Notary Public, State of New York
No. 451916
Commission Expires 03/22/14

RECORD AND RETURN BY MAIL TO:

Jill Cadre, Esq.
400 Sylvan Avenue
Englewood Cliffs, NJ 07632

NATIONAL GRANITE TITLE INSURANCE
155 NORTH MAIN STREET
NEW CITY, NY 10956

DEDICATION OF PUBLIC HIGHWAY

THIS INDENTURE, made the 21st day of September, in the year one thousand nine hundred seventy-nine, between ANTHONY PISACANO, residing at 648 N.Y. Route 25A, Rocky Point, New York, party of the first part, and the Town of Chester, having its office at

a municipal corporation, party of the second part:

WHEREAS, the party of the first part, is the owner of the following described land and of all the estate therein embraced within the lines of a certain Street or Streets, hereinafter described, and is willing to cede the same to The Town of Chester in pursuance of the provisions of Section 171 of the Highway Law of the State of New York, as amended, and subject to the terms and conditions prescribed by the Superintendent of Highways and the Town Board in pursuance of said Section.

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar, lawful money of the United States of America, paid to the said party of the first part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part and its successors forever:

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

BEGINNING at a point in the center line of Lake Station Road at the common, projected, boundary line between the lands now or formerly of Nelson Estates on the East and lands now or formerly of Pisacano on the West, said point being located 1030' ± Southwesterly of the center line intersection of the said Lake Station Road and County Road No. 82; thence, along the said center line of Lake Station Road the following seven (7) courses and distances: (1) South 74° 52' 00" West, 176.52 feet; (2) South 80° 30' 00" West, 143.90 feet; (3) South 82° 08' 00" West, 211.54 feet; (4) South 77° 55' 00" West, 100.00 feet; (5) South 68° 33' 00" West, 100.00 feet; (6) South 61° 14' 00" West, 120.70 feet; and (7) South 58° 56' 00" West, 235.58 feet to a point in the common boundary line between the lands now or formerly of Pisacano on the East and the lands now or formerly of the Town of Warwick on the West; thence, along that said common line, South 19° 30' 00" East, 23.52 feet to a point; thence following a line parallel to and 25 feet distant from the aforementioned center line of the said Lake Station Road the following seven (7) courses and distances: (1) North 58° 56' 00" East, 240.17 feet; (2) North 61° 14' 00" East, 117.26

LIBER 2174 PAGE 427

THENCE along the same, S 82° 08' W, 211.54 feet to a spike;

THENCE along the same, S 77° 55' W, 100 feet to a spike;

THENCE along the same, S 68° 33' W, 100 feet to a spike;

THENCE along the same, S 61° 14' W, 120.7 feet to a spike;

THENCE along the same, S 58° 56' W, 235.58 feet to the place of BEGINNING.

EXCEPTING any portion of the above described premises as was acquired by the County of Orange for the Sugar Loaf Bull Pond County Road No. 82.

SUBJECT, HOWEVER, to the rights of others in and to and over and along the premises known as Bellvale Road and Lake Station Road.

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 incumbered 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:


Herman Glin tenkamp

1035 BK: 2174 PG: 427

feet; (3) North 68° 33' 00" East, 98.73 feet; (4) North 77° 55' 00" East, 96.06 feet; (5) North 82° 08' 00" East, 210.81 feet; (6) North 80° 30' 00" East, 145.61 feet; and (7) North 74° 52' 00" East, 184.64 feet to a point in the aforementioned boundary line between the Lands of Jelsen Estates and the Lands of Pisacano; thence, along the said boundary line, North 30° 36' 00" West, 25.94 feet to the point and place of BEGINNING. Containing 27287 square feet of land (0.63 acres) it being the intention to encompass a strip of land 25' wide abutting the centerline of Lake Station Road and running the entire length of the land presently of Anthony Pisacano (Liber 1991 Page 225).

TOGETHER with the appurtenances and all the estates and rights of the party of the first part in and to said premises. It being the intention of the grantor to convey all land for highway purposes and all the estate therein that it may own.

TO HAVE AND TO HOLD the above granted premises unto the said Town of Chester and its successors forever as fully as if the same had been acquired in fee in trust for street purposes by condemnation proceedings.

AND the undersigned, does hereby release said Town from all damages by reason of the laying out and opening of said highways.

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

Anthony Pisacano
Anthony Pisacano

STATE OF NEW YORK
COUNTY OF SUFFOLK

On the 21st day of Sept., 1979, before me personally came ANTHONY PISACANO, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Francis G. Riote
Notary Public

FRANCIS G. RIOTE
Notary Public, State of New York
No. 82-24113, Suffolk County
Commission Expires March 24, 1981

DEDICATION	OF	PUBLIC HIGHWAY
BETWEEN	ANTHONY PISACARO	AND
		THE TOWN OF CHESTER.

Town of Chester
P.O. Box 542
Chester, N.Y. 19918

13 April 1981

144:2174 PAGE 429

Orange County Clerk's Office, NY
Received in the Office of the
Clerk of the County of Orange
at 10:32 AM on April 13, 1981
and Examined at page 429
Fred A. Sullivan

(201) E-7-6983

LICENSED N.Y., N.J., N.H., VT., & PA.
Amisa M. Gilpatrick, P.L.S. N.J. #11132*Amisa M. Gilpatrick*

LAND SURVEYOR

VERNON CROSSING, BOX 30 - VERNON, N.J. 07462

March 21, 1986

ROBERT KNEBEL

BEGINNING at a point on the westerly sideline of a fifty foot right-of-way, said point being on the following courses and distances from the ninth corner of a tract of land conveyed by Herman Glintenkamp to Anthony Pisacano by deed dated January 12, 1973 and recorded in the Orange County Clerk's Office in Liber 1931 of Deeds at Page 225; and thence (a) South thirty degrees thirty-six minutes East (S 30-36 E) 25.94 feet to a point; thence (b) South seventy-four degrees fifty-two minutes West (S 74-52 W) 70.40 feet to a point; thence (c) Along the westerly sideline of said right-of-way, along a curve to the left with radius 25.00 feet an arc length of 32.52 feet to a point of tangent; thence (d) South thirty degrees thirty-six minutes East (S 30-36 E) 602.00 feet to the beginning corner herein; and thence from said beginning point runs (1) Along the westerly sideline of said right-of-way, South thirty degrees thirty-six minutes East (S 30-36 E) 93.35 feet to a point of curve; thence (2) On a curve to the right with radius 275.00 feet an arc length of 117.35 feet to a point of tangent; thence (3) South seven degrees twenty-four minutes East (S 07-24 E) 84.67 feet to a point of curve; thence (4) On a curve to the right with radius 50.00 feet an arc length of 62.28 feet to a point of tangent; thence (5) South sixty-three degrees fifty-eight minutes West (S 63-58 W) 107.53 feet to a point; thence (6) North twenty-six degrees two minutes West (N 26-02 W) 25.00 feet to a point; thence (7) South sixty-three degrees fifty-eight minutes West (S 63-58 W) 50.00 feet to a point; thence (8) South twenty-six degrees two minutes East (S 26-02 E) 35.00 feet to a point; thence (9) South sixty-three degrees fifty-eight minutes West (S 63-58 W) 500.94 feet to a point; thence (10) North nineteen degrees thirty minutes West (N 19-30 W) 319.35 feet to a point; thence (11) North sixty-three degrees fifty-eight minutes East (N 63-58 E) 702.66 feet to the point and place of beginning.

CONTAINING 5.1686 Acres of Land

BEING Lot 5 as shown on a Subdivision Map of Lot 26.3 Block 1 Section 17 for Robert Knebel, Lake Station Road, Town of Chester, Orange County, New York. Map # 75-71

THIS description written by Amisa M. Gilpatrick, Land Surveyor, Vernon Township, New Jersey; New York License #048977.

LIBER 2542 PG 235

SCHEDULE "A"

SCHEDULE "B"

The purchasers covenant, declare and agree for themselves, their successors and assigns, that the above described premises shall be subject to the following covenants and restrictions:

1. All lots in the tract above described are hereby designated as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential lot, other than a detached one family dwelling, not to exceed two stories or 35 feet, and a private garage for not more than three cars. That no structure of any sort shall ever be erected, placed or permitted to stand or be upon said premises other than a private residence or three car garages. Prior to the construction of a one family dwelling, the party of the second part shall maintain the grounds and not permit any garbage or unsightly material to be deposited upon the grounds and within three (3) months of the issuance of a certificate of occupancy for the house built on said lot, the party of the second part shall remove all excess building material and debris and seed the disturbed areas of the property. Signs not to exceed 10 feet by 40 feet and/or a storage shed or similar structure.
2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, or nuisance to the neighborhood. No business may be conducted on the property.
3. No trailer, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence.
4. No signs or any description shall be displayed to the public view on any portion of land or buildings on any lot of the above described premises, other than the usual small professional signs. This provision shall apply to a builder's sign and a "for sale" sign which provision shall be in effect for a period of two (2) years from the date of the taking of title.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, for any commercial purpose.
6. No lot shall be used or maintained as a dumping ground and no rubbish, trash, garbage, or any other waste shall be kept thereon, except in sanitary containers; incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. No fence shall be placed or permitted to remain in that part of any residential lot exceeding 4 feet high.
8. No lot in the subdivision of land of Robert Knebel filed as Map No. 7571 shall be further subdivided for a lot size of less than five (5) acres.
9. An easement is hereby reserved to the grantor and its assigns for the installation of drainage, sewer, water or utility facilities within Twenty (20) feet of the boundary line.
10. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
11. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violations.

(continued)

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 incumbered 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 instrument 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:

Thomas A. Etna

Delmar Payne
Delmar Payne

Robert Knebel
Robert Knebel

Russell Hennessy
Russell Hennessy

Irene Hennessy
Irene Hennessy

18CR2542 PD 237

STATE OF NEW YORK, COUNTY OF ORANGE

On the 10 day of July 1986, before me

personally came

Delmar Wayne and Robert Knebel

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

John J. Hutton
Nancy Ruby
Carmen EXP-70-487

STATE OF NEW YORK, COUNTY OF ORANGE

On the 10 day of July 1986, before me

personally came

Russell Kennassey and Irene Kennassey

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Thomas A. Etna
THOMAS A. ETNA
Notary Public, State of New York
No. 477141
Qualified in Orange County
Commission Expires August 31, 1988
July 29

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me

personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me

personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

TO



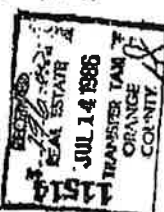
SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At: Request of American Title Insurance Company
RETURN BY MAIL TO:

Richard Hartman, Esq.
252-00 Horace Harding Expressway
Little Neck, New York

Exp No. 11362

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



2542 PG 238

Orange County Clerk's Office
Recorded on the 14th day
of July 1986, at 1:10 PM
by [Signature]
and [Signature]
and [Signature]

Thomas A. Etna

196-
23-
Sharon Ward

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE BLACK INK ONLY

SECTION BLOCK LOT

Delmar Payne and
Robert Kriebel
TO
Town of Chester

RECORD AND RETURN TO:
(Name and Address)

Mrs. Barbara Spina
Town Clerk
Box 542, Kings Highway
Chester, N.Y. 10918

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

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 058676 DATE _____ AFFIDAVIT FILED _____ 19 _____INSTRUMENT TYPE: DEED _____ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER Other

BG20: Blooming Grove _____
CH22: Chester _____
CO24: Cornwall _____
CR26: Crawford _____
DP28: Deepark _____
GO30: Goshen _____
GR32: Greenville _____
HA34: Hamptonburgh _____
HI38: Highland _____
MK38: Mirafink _____
ME40: Monros _____
MY42: Montgomery _____
MH44: Mount Hope _____
NT46: Newburgh (T) _____
NW48: New Windsor _____
TU50: Tuxedo _____
WL52: Walkill _____
WK54: Warwick _____
WA56: Wawayanda _____
WC58: Woodbury _____
MN58: Middletown _____
NB11: Newburgh _____
PJ13: Port Jervis _____
9999: Hold _____

SERIAL NO. _____
Mortgage Amount \$ _____
Exempt Yes _____ No _____
Received Tax on above Mortgage _____
Basic \$ _____
MTA \$ _____
Spec. Add. \$ _____
TOTAL \$ _____

CHECK ☒ CASH _____ CHARGE _____

MORTGAGE TAX \$ _____

TRANSFER TAX \$ _____

RECORD. FEE \$ 14-

REPORT FORMS \$ _____

CERT. COPIES \$ _____

MARION S. MURPHY
Orange County Clerk

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 25th day of
June 19 87 at 4:30
O'Clock P.M. in Liberi/Film CR26
Book at page 34 and examined:
Marion S. Murphy
County Clerk

RECEIVED

\$ _____
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

2738 pg 34

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

THIS INDENTURE, made the _____ day of October, nineteen hundred and eighty-six BETWEEN DELMAR PAYNE, residing at R.D. 2, Box 79A, Sugar Loaf Mountain Road, Chester, New York, and ROBERT KNEBEL, residing at 14-16 Highland Avenue, Florida, New York,

party of the first part, and TOWN OF CHESTER, Municipal corporation, organized and existing under and by virtue of the Laws of the State of New York, with offices at Kings Highway, Chester, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100----- dollars,
lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the first 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

BEGINNING at a point on the southerly sideline of Lake Station Road, fifty feet wide, said point being distant 25.94 feet on a course of South thirty degrees thirty-six minutes East (S 30-36 E) from the ninth corner of a tract of land conveyed by Herman Glintenkamp to Anthony Pisacano by deed dated January 12, 1973 and recorded in the Orange County Clerk's Office in Liber 1931 of Deeds at Page 225; and thence from said beginning point runs (1) South thirty degrees thirty-six minutes East (S 30-36 E) 700.73 feet to a point of curve; thence (2) On a curve to the right with radius 325.00 feet an arc length of 131.60 feet to a point of tangent; thence (3) South seven degrees twenty-four minutes East (S 07-24 E) 84.67 feet to a point of curve; thence (4) On a curve to the right with radius 100.00 feet an arc length of 124.56 feet to a point of tangent; thence (5) South sixty-three degrees fifty-eight minutes West (S 63-58 W) 107.53 feet to a point; thence (6) South twenty-six degrees two minutes East (S 26-02 E) 25.00 feet to a point; thence (7) South sixty-three degrees fifty-eight minutes West (S 63-58 W) 50.00 feet to a point; thence (8) North twenty-six degrees two minutes West (N 26-02 W) 100.00 feet to a point; thence (9) North sixty-three degrees fifty-eight minutes East (N 63-58 E) 50.00 feet to a point; thence (10) South twenty-six degrees two minutes East (S 26-02 E) 25.00 feet to a point; thence (11) North sixty-three degrees fifty-eight minutes East (N 63-58 E) 107.53 feet to a point of tangent; thence (12) On a curve to the left with radius 50.00 feet an arc length of 62.28 feet to a point of tangent; thence (13) North seven degrees twenty-four minutes West (N 07-24 W) 84.67 feet to a point of curve; thence (14) On a curve to the left with radius 275.00 feet an arc length of 111.35 feet to a point of tangent; thence (15) North thirty degrees thirty-six minutes West (N 30-36 W) 698.55 feet to a point of curve; thence (16) On a curve to the left with radius 25.00 feet an arc length of 32.52 feet to a point of tangent; thence (17) Along the southerly line of Lake Station Road, North seventy-four degrees fifty-two minutes East (N 74-52 E) 70.90 feet to the point and place of beginning.

BEING a right-of-way fifty feet wide for access to lots shown on a Subdivision Map for Robert Knebel of lot 26 block 1 Section 17 Town of Chester, Orange County, New York.

This deed is for road dedication purposes. 1035 2738 pg 35

OFFER TO DEDICATE

TO: TOWN OF CHESTER, Municipal corporation, organized and existing under and by virtue of the Laws of the State of New York.

The undersigneds, DELMAR PAYNE, residing at R.D. 2, Box 79A, Sugar Loaf Mountain Road, Chester, New York, and ROBERT KNEBEL, residing at 14-16 Highland Avenue, Florida, New York, hereinafter referred to as the "donors" makes the hereinafter stated proposal of a gift to the above-named TOWN OF CHESTER, a Municipal corporation with offices at Kings Highway, Chester, New York, hereinafter referred to as the "Donee", subject to each and all other conditions herein stated, to wit:

WHEREAS the Donors are the owners of real property in the Town of Chester, which is know as "Subdivision Map for Robert Knebel", Lake Station Road, dated June 1985 and filed in the Orange County Clerk's Office on April 11, 1986 as Map No. 7571, and

WHEREAS the Town of Chester has requested dedication as set forth on this subdivision, and

WHEREAS the Donors are desirous of giving and granting said dedication to the Town of Chester;

NOW, THEREFORE, DELMAR PAYNE, residing at R.D. 2, Box 79A, Sugar Loaf Mountain Road, Chester, New York, and ROBERT KNEBEL, residing at 14-16 Highland Avenue, Florida, New York, hereby irrevocably offers to dedicate to the TOWN OF CHESTER, a Municipal corporation of the State of New York, with offices at Kings Highway, Chester, New York, the following premises as more fully described in the annexed deed description annexed hereto and made a part hereof and designated Schedule "A".

IN WITNESS WHEREOF, the undersigneds have executed this gift proposal subject to all the provisions hereof as of the 5 day of ~~October~~ ^{NOVEMBER}, 1986

Delmar Payne
DELMAR PAYNE
Robert Knebel
ROBERT KNEBEL

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

On the 5th day of ^{NOVEMBER} ~~October~~, 1986, before me personally came DELMAR PAYNE and ROBERT KNEBEL, known to me to be the individuals described in and who executed the foregoing Offer to Dedicate, and acknowledged to me that they executed the same.

ALVIN GOODMAN
Notary Public, State of New York
Qualified in Orange Co. No. 12877
My Commission Expires March 31, 1987

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

DELMAR PAYNE AND
ROBERT KNEBEL
TO
TOWN OF CHESTER

SECTION 17 BLOCK 1 LOT 26, 32

RECORD AND RETURN TO:

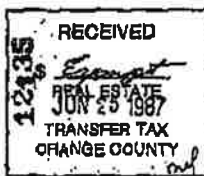
Mrs. Barbara Spina, Town Clerk
P.O. Box 542
Kings Highway
Chester, N.Y. 10918

CONTROL NO. 058679 DATE 11-5-86 CHECK ☒ CASH ☐ CHARGE ☐

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BS20 Blooming Grove
CH22 Chester
CO24 Cornwell
CR28 Crawford
CP28 Deepark
ED20 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI38 Highland
MK30 Minleak
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW46 New Windsor
TU60 Tuxedo
WL32 Wallkill
WK34 Warwick
WA56 Wawayanda
WO58 Woodbury

MN08 Middletown
NO11 Newburgh
PJ13 Port Jervis
9999 Hold



ORANGE COUNTY CLERK'S OFFICE S.S.
Recorded on the 25th day of June 1987 at 11:31
O'Clock PM in Liber 2738
at page 45 and examined Deed
Marion S. Murphy
County Clerk

Mortgage Amount _____
Exempt Yes ☐ No ☐
Resolved Tax on above Mortgage _____
Base \$ _____
MTA \$ _____
Spec. Add. \$ _____
TOTAL \$ _____

MARION S. MURPHY
Orange County Clerk

by _____

MORTGAGE TAX \$ _____
TRANSFER TAX \$ E
SERIAL NO: _____
RECORD FEE \$ 14
REPORT FORMS \$ 5
CERT. COPIES \$ _____

LR 2738 PG 45

Form 8009 10-81-31—Bargain and Sale Deed with Covenant Against Grantor's Act—Ind. or Corp.

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

THIS INDENTURE, made the 5 day of November, nineteen hundred and eighty-six
BETWEEN DELMAR PAYNE, residing at R.D. 2, Box 79A, Sugar Loaf
Mountain Road, Chester, New York, and ROBERT KNEBEL, residing at
14-16 Highland Avenue, Florida, New York,

party of the first part, and TOWN OF CHESTER, Municipal corporation, organized
and existing under and by virtue of the Laws of the State of New York,
with offices at Kings Highway, Chester, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100-----dollars,
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

BEGINNING at a point on the southerly sideline of Lake Station Road,
fifty feet wide, said point being distant 25.94 feet on a course of
South thirty degrees thirty-six minutes East (S 30-36 E) from the
ninth corner of a tract of land conveyed by Herman Glintenkamp to
Anthony Pisacano by deed dated January 12, 1973 and recorded in the
Orange County Clerk's Office in Liber 1931 of Deeds, at Page 225, and
thence from said beginning point runs (1) South thirty degrees thirty-
six minutes East (S 30-36 E) 700.73 feet to a point of curve; thence
(2) On a curve to the right with radius 325.00 feet an arc length of
131.60 feet to a point of tangent; thence (3) South seven degrees
twenty-four minutes East (S 07-24 E) 84.67 feet to a point of curve;
thence (4) On a curve to the right with radius 100.00 feet an arc
length of 124.56 feet to a point of tangent; thence (5) South sixty-
three degrees fifty-eight minutes West (S 63-58 W) 107.53 feet to a
point; thence (6) South twenty-six degrees two minutes East (S 26-02
E) 25.00 feet to a point; thence (7) South sixty-three degrees fifty-
eight minutes West (S 63-58 W) 50.00 feet to a point; thence (8) North
twenty-six degrees two minutes West (N 26-02 W) 100.00 feet to a
point; thence (9) North sixty-three degrees fifty-eight minutes East
(N 63-58 E) 50.00 feet to a point; thence (10) South twenty-six
degrees two minutes East (S 26-02 E) 25.00 feet to a point; thence
(11) North sixty-three degrees fifty-eight minutes East (N 63-58 E)
107.53 feet to a point of tangent; thence (12) On a curve to the
left with radius 50.00 feet an arc length of 61.28 feet to a point of
tangent; thence (13) North seven degrees twenty-four minutes West
(N 07-24 W) 84.67 feet to a point of curve; thence (14) On a curve to
the left with radius 275.00 feet an arc length of 111.35 feet to a
point of tangent; thence (15) North thirty degrees thirty-six minutes
West (N 30-36 W) 695.55 feet to a point of curve; thence (16) On a
curve to the left with radius 25.00 feet an arc length of 32.32 feet
to a point of tangent; thence (17) Along the southerly line of Lake
Station Road, North seventy-four degrees fifty-two minutes East (N
74-52 E) 70.30 feet to the point and place of beginning.

BEING a right-of-way fifty feet wide for access to lots shown on a
Subdivision Map for Robert Knabel of lot 26 Block 1 Section 17 Town
of Chester, Orange County, New York.

This Deed is for road dedication purposes.

FILED 2738 46

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 incumbered in any way whatever, except as aforesaid.

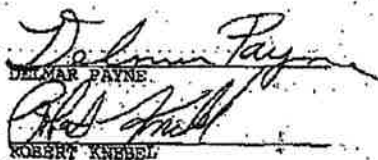
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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


DELMAR PAYNE
VIRIA COTZLER


ROBERT KNEBEL

STATE OF NEW YORK, COUNTY OF ORANGE

On the 5th day of November 1986, before me

Delmar Payne and Robert Knebel

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary

AUTH ROSENTHAL
Notary Public, State of New York
Qualified in Orange Co. No. 1430730
My Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that they executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Warrant and Sale Deed
With COVENANT AGAINST GRANTOR'S ACTS

Title No.

SECTION
BLOCK
LOT
COUNTY OR TOWN



A Member of The Continental Insurance Companies

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

Zip No.

RECORD THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 2738 pg 48

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
(This Page is Part of the Instrument)

PRINT OR TYPE: BLANK INK ONLY

Delmar Payne & Robert Knebel

TO

Robert Knebel & Susan Knebel

RECORD AND RETURN TO:
(Name and Address)

MR. Robert Knebel
14 Highland Avenue
Florida, N.Y. 10921

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

DO NOT WRITE BELOW THIS LINE

CONTROL NO 061111

DATE _____ AFFIDAVIT FILED _____ 19 _____

INSTRUMENT TYPE: DEED ☒ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

SERIAL NO. _____

Mortgage Amount \$ _____ CHECK ☒ CASH _____ CHARGE _____

Exempt Yes _____ No _____

MORTGAGE TAX \$ _____

3-6 Cooking Units Yes _____ No _____

TRANSFER TAX \$ 120-

Received Tax on above Mortgage

Basic \$ _____

MTA \$ _____

RECORD. FEE \$ 20-

Spec. Add. \$ _____

REPORT FORMS \$ 5-

TOTAL \$ _____

CERT. COPIES \$ _____

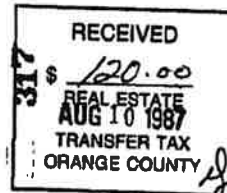
MARION S. MURPHY
Orange County Clerk

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 10th day of Aug 1987 at 11:06
O'clock M. in Liber/Film 2767
Dated at page 221 and examined.

Marion S. Murphy
County Clerk



2767 PG 221

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

THIS INDENTURE, made the 27 day of May, 1986, nineteen hundred and eighty-six

BETWEEN DELMER PAYNE, residing at R.D. 2, Box 79A, Sugar Loaf Mountain Road, Chester, New York, 10918, and ROBERT KNEBEL, residing at 14 Highland Avenue, Florida, New York, 10921,

party of the first part, and ROBERT KNEBEL and SUSAN KNEBEL, husband and wife, both residing at 14 Highland Avenue, Florida, New York, 10921,

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, situated in the Town of Chester, Orange County, New York, and being more particularly described as Lot #7 shown on a subdivision map entitled Robert Knebel, dated June, 1985 prepared by Amisa M. Gilpatrick, land surveyor, and recorded in the Orange County Clerk's Office as Map #7571 on April 11, 1986, Town of Chester, Orange County, New York.

SAID property is further and more particularly described in the attached Schedule "A".

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 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:

LIBER 2767 PG 222

DELMER PAYNE

ROBERT KNEBEL

Amisa M. Gilpatrick

LAND SURVEYOR

VERNON CROSSING, BOX 36 - VERNON, N.J. 07462

March 21, 1986

ROBERT KNEBEL

BEGINNING at a point marking the fourth corner of a tract of land conveyed by Herman Glintenkamp to Anthony Pisacano by deed dated January 12, 1973 and recorded in the Orange County Clerk's Office in Liber 1931 of Deeds at Page 225; and thence from said beginning point runs (1) South sixty-five degrees twenty-one minutes West (S 65-21 W) 460.00 feet to a point; thence (2) North fourteen degrees fifty-one minutes thirteen seconds West (N 14-51-13 W) 563.54 feet to a point; thence (3) North twenty-six degrees two minutes West (N 26-02 W) 25.00 feet to a point; thence (4) North sixty-three degrees fifty-eight minutes East (N 63-58 E) 107.53 feet to a point of curve; thence (5) On a curve to the left with radius 100.00 feet an arc length of 124.56 feet to a point of tangent; thence (6) North seven degrees twenty-four minutes West (N 07-24 W) 84.67 feet to a point of curve; thence (7) On a curve to the left with radius 325.00 feet an arc length of 131.60 feet to a point; thence (8) South thirty degrees thirty-six minutes East (S 30-36 E) 228.73 feet to a point; thence (9) North sixty-one degrees ten minutes East (N 61-10 E) 224.07 feet to a point; thence (10) South fourteen degrees nine minutes East (S 14-09 E) 664.13 feet to the point and place of beginning.

CONTAINING 6.7573 Acres of Land

BEING Lot 7 as shown on a Subdivision Map of Lot 26.3 Block 1 Section 17 for Robert Knebel, Lake Station Road, Town of Chester, Orange County, New York.

THIS description written by Amisa M. Gilpatrick, Land Surveyor, Vernon Township, New Jersey; New York License #048977.

Schedule "A"

LIBER 2767 PG 223

SCHEDULE "B"

The purchasers covenant, declare and agree for themselves, their successors and assigns, that the above described premises shall be subject to the following covenants and restrictions:

1. All lots in the tract above described are hereby designated as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential lot, other than a detached one family dwelling, not to exceed two stories or 35 feet, and a private garage for not more than three cars. That no structure of any sort shall ever be erected, placed or permitted to stand or be upon said premises other than a private residence or three car garage. Prior to the construction of a one family dwelling, the party of the second part shall maintain the grounds and not permit any garbage or unsightly material to be deposited upon the grounds and within three (3) months of the issuance of a certificate of occupancy for the house built on said lot, the party of the second part shall remove all excess building material and debris and seed the disturbed areas of the property. ~~By~~ not to exceed 30 feet by 40 feet and/or a storage shed or similar structure.
2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, or nuisance to the neighborhood. No business may be conducted on the property.
3. No trailer, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence.
4. No signs or any description shall be displayed to the public view on any portion of land or buildings on any lot of the above described premises, other than the usual small professional signs. This provision shall apply to a builder's sign and a "for sale" sign which provision shall be in effect for a period of two (2) years from the date of the taking of title.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, for any commercial purposes.
6. No lot shall be used or maintained as a dumping ground and no rubbish, trash, garbage, or any other waste shall be kept thereon, except in sanitary containers; incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. No fence shall be placed or permitted to remain in that part of any residential lot exceeding 4 feet high.
8. No lot in the subdivision of land of Robert Knebel filed as Map No. 7571 shall be further subdivided for a lot size of less than five (5) acres.
9. An easement is hereby reserved to the grantor and its assigns for the installation of drainage, sewer, water or utility facilities within Twenty (20) feet of the boundary line.
10. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them.
11. If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violations.

(continued)

STATE OF NEW YORK, COUNTY OF Orange

On the 27 day of April, 1986, before me personally came DELMER PAYNE and ROBERT KNEBEL

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

John J. [Signature]
COMM. Exp. 3-30-1987
N.Y.S.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

DELMER PAYNE
and
ROBERT KNEBEL
TO
ROBERT KNEBEL
and
SUSAN KNEBEL

SECTION

BLOCK

LOT

COUNTY ~~NEW YORK~~ Orange



A Member of The Continental Insurance Companies

Recorded at Request of American Title Insurance Company

RETURN BY MAIL TO:

Mr. Robert Knebel
14 Highland Avenue
Florida, New York 10921

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIPR 2767 PG 225