

SurvCon

MAINTENANCE AGREEMENT FILED
5/11/1990. L2004 P 128

ALSO THERE'S A NOTE LOCATED
ABOVE TITLE BLOCK ON PLAN
STATING THE RIGHTS OF ALL
PROPERTY OWNER CURRENTLY
USE THE ROW TO CONTINUE.

CARMEN MESSINA

ATTACHED COPY OF DEED

THIS INDENTURE, made the 27th day of June, Two Thousand

BETWEEN Frank Cricchio, residing at 20 Cricchio Lane, Marlboro, NY 12542

as Executor of the Last Will and Testament of JOSEPH CRICCHIO, late of the Town of Marlboro, Ulster County, New York, deceased,

party of the first part, and

Frank Cricchio, residing at 20 Cricchio Lane, Marlboro, NY 12542 and Jeanette Alesci, residing at South Street, Marlboro, NY 12542, as tenants in common

parties of the second part:

WITNESSETH, That the party of the first part, by virtue of the power and authority to him given in and by the said Last Will and Testament, and in satisfaction of devise under Paragraph FOURTH of the Last Will and Testament of JOSEPH CRICCHIO,

does hereby grant and release unto the parties of the second part, their heirs, distributees and assigns forever,

SEE ATTACHED SCHEDULE A

TOGETHER with the appurtenances, and also all the estate which the said Testator had at the time of his decease, in said premises, and also the estate therein, which the party of the first part has or had power to convey or dispose of, whether individually, or by virtue of said Will or otherwise.


TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs, distributees and assigns forever.

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

That, in compliance with Sec. 13 of the Lien Law, the grantor will receive 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.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF


Frank Cricchio, as Executor

of the Last Will and Testament of Joseph Cricchio

STATE OF NEW YORK)

ss.:

COUNTY OF ULSTER)

WITNESSETH, That the party of the first part, by virtue of the power and authority to him given in and by the said Last Will and Testament, and in satisfaction of devise under Paragraph FOURTH of the Last Will and Testament of JOSEPH CRICCHIO,

does hereby grant and release unto the parties of the second part, their heirs, distributees and assigns forever,

SEE ATTACHED SCHEDULE A

TOGETHER with the appurtenances, and also all the estate which the said Testator had at the time of his decease, in said premises, and also the estate therein, which the party of the first part has or had power to convey or dispose of, whether individually, or by virtue of said Will or otherwise.


TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs, distributees and assigns forever.

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

That, in compliance with Sec. 13 of the Lien Law, the grantor will receive 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.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

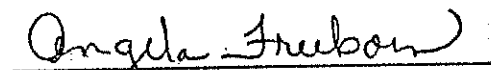

Frank Cricchio, as Executor
of the Last Will and Testament of
Joseph Cricchio

STATE OF NEW YORK)

ss.:

COUNTY OF ULSTER)

On June 21, 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Cricchio, 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

R & R to:

nyd Rusk, Wadlin, Heppner & Martuscello
P.O. Box 727
Marlboro, NY 12542

ANGELA FREEBORN
NOTARY PUBLIC, State of New York
Qualified in Ulster County
Commission Expires Sept. 30, 2000

CHECKED
ENTERED
MARK/OFF

SCHEDULE A

ALL that certain piece or lot of land, with the buildings and improvements thereon erected, situate in the Town of Marlborough, in the County of Ulster, and State of New York, bounded and described as follows:

BEGINNING at a point in the center of the road leading easterly from Lockwoods to the village of Marlborough (commonly known as Africa Lane or South Road) said point being in the range of the center or the lane leading southerly to the dwelling on the premises described herein; thence along the center of the said road and as described in the deed to the parties of the first part North eighty seven degrees West about six chains seventy links to a point in the center of the road; thence South two degrees East, fourteen chains fifteen links to a stake and stones on the easterly side and corner of stone wall; thence along a stone wall South eleven degrees thirty minutes West, nine chains fifty six links to a lot of land lately conveyed to George E. Hulse; thence along the said Hulse's lot as the needle then pointed South eighty nine degrees fifty minutes East about three chains twenty five links to a driveway; thence north three degrees fifteen minutes East, as the magnetic needle pointed in 1952, to an iron pipe set in the middle of aforesaid lane and being in the range of the northerly side of a converted barn and twelve and two tenths feet northwesterly from the northwesterly corner thereof; thence along the center of the said lane as follows; North twenty six degrees thirty two minutes East, one hundred fifteen and three tenths feet to an iron; thence North nineteen degrees fifty one minutes West, ninety and one tenth feet to an iron; thence North thirteen degrees twenty five minutes East, three hundred sixteen and three tenths feet to an iron pipe; thence North nineteen degrees forty eight minutes East sixty five and two tenths feet to an iron pipe; thence north twenty seven degrees fifty six minutes East, one hundred ninety six feet to an iron; thence North twenty nine degrees thirty minutes East, one hundred forty eight and three tenths feet to an iron; thence North nineteen degrees fifty two minutes East, seventy seven and 5 tenths feet to an iron; thence North eight degrees forty six minutes East four hundred sixty three and seven tenths feet to an large bolt set in the center of said lane and between stone posts at the sides of the lane; thence continuing on the same course about thirty feet to the place of beginning, containing ten and one half acres more or less;

TOGETHER with and SUBJECT to the right of all parties hereto to use the existing roadway or driveway leading from Africa Lane, and which lies partly on the lands hereby conveyed and partly on the lands retained by the parties of the first part;

SUBJECT also to the right of the parties of the first part in a certain deed executed November 1, 1952 by STEFANO AIUTO, GREGORIO RADOSTA and GUISEPPINA RADOSTA, his wife, as grantors, and JOSEPH PENDOLINO and COLUMBIA PENDOLINO, his wife, and SAVERIO PENDOLINO and FRANCES PENDOLINO, his wife, as grantees, said deed recorded in the County Clerk's Office, Ulster County, on November 3, 1952, in Liber 842, Page 345, that so long as the said parties of the first part shall own and personally occupy the premises on the opposite side of the said roadway to use a strip of land on the westerly side of said driveway, and extending from the lands of Andrews to the driveway going to the house on the above-described premises, provided, however, no structure shall be erected upon said strip, which is 15 feet wide.

SUBJECT to existing rights of public utilities, if any.

SUBJECT to any state of facts an accurate survey may disclose.

chains seventy links to a point in the center of the road, thence south two degrees East, fourteen chains fifteen links to a stake and stones on the easterly side and corner of stone wall; thence along a stone wall South eleven degrees thirty minutes West, nine chains fifty six links to a lot of land lately conveyed to George E. Hulse; thence along the said Hulse's lot as the needle then pointed South eighty nine degrees fifty minutes East about three chains twenty five links to a driveway; thence north three degrees fifteen minutes East, as the magnetic needle pointed in 1952, to an iron pipe set in the middle of aforesaid lane and being in the range of the northerly side of a converted barn and twelve and two tenths feet northwesterly from the northwesterly corner thereof; thence along the center of the said lane as follows; North twenty six degrees thirty two minutes East, one hundred fifteen and three tenths feet to an iron; thence North nineteen degrees fifty one minutes West, ninety and one tenth feet to an iron; thence North thirteen degrees twenty five minutes East, three hundred sixteen and three tenths feet to an iron pipe; thence North nineteen degrees forty eight minutes East sixty five and two tenths feet to an iron pipe; thence north twenty seven degrees fifty six minutes East, one hundred ninety six feet to an iron; thence North twenty nine degrees thirty minutes East, one hundred forty eight and three tenths feet to an iron; thence North nineteen degrees fifty two minutes East, seventy seven and 5 tenths feet to an iron; thence North eight degrees forty six minutes East four hundred sixty three and seven tenths feet to an large bolt set in the center of said lane and between stone posts at the sides of the lane; thence continuing on the same course about thirty feet to the place of beginning, containing ten and one half acres more or less;

TOGETHER with and SUBJECT to the right of all parties hereto to use the existing roadway or driveway leading from Africa Lane, and which lies partly on the lands hereby conveyed and partly on the lands retained by the parties of the first part;

SUBJECT also to the right of the parties of the first part in a certain deed executed November 1, 1952 by STEFANO AIUTO, GREGORIO RADOSTA and GUISEPPINA RADOSTA, his wife, as grantors, and JOSEPH PENDOLINO and COLUMBIA PENDOLINO, his wife, and SAVERIO PENDOLINO and FRANCES PENDOLINO, his wife, as grantees, said deed recorded in the County Clerk's Office, Ulster County, on November 3, 1952, in Liber 842, Page 345, that so long as the said parties of the first part shall own and personally occupy the premises on the opposite side of the said roadway to use a strip of land on the westerly side of said driveway, and extending from the lands of Andrews to the driveway going to the house on the above-described premises, provided, however, no structure shall be erected upon said strip, which is 15 feet wide.

SUBJECT to existing rights of public utilities, if any.

SUBJECT to any state of facts an accurate survey may disclose.

EXCEPTING therefrom parcels conveyed out by Joseph Cricchio to Montaperto, Alesci and Cricchio.

BEING part of the premises conveyed by Saverio Pendolino, Thomas J. Pendolino, John Pendolino, Virginia Giampolo and Josephine Nobile to Joseph Cricchio, by deed dated the 15th day of March, 1976 and recorded in the Ulster County Clerk's Office on the 30th day of April, 1976 in Liber 1353 of Deeds at Page 945.