

**SMPR Title Agency, Inc.**

<p><b>Albany/Troy</b>                  50 Chapel St, Albany, NY 12207                  Ph 518-434-0127 / Fax 518-434-9997</p>	<p><b>Hudson/Poughkeepsie</b>                  One Hudson City Centre, Hudson, NY 12534                  Ph 518-828-4351 / Fax 518-828-7494</p>	<p><b>Saratoga/Schenectady</b>                  36 Remsen St, Ballston Spa, NY 12020                  Ph 518-885-8700 / Fax 518-884-2564</p>
<p>e-mail – <a href="mailto:titles@smprtitle.com">titles@smprtitle.com</a> — website – <a href="http://www.smprtitle.com">www.smprtitle.com</a></p>		

Title No.: M-078375  
 Client: Scott Shallo, Esq.  
 Applicant: Jonathan H. Zimmerman and Jadeite Zimmerman  
 Reference: Zimmerman from Marshall  
 Premises: 88 Oak Summit Road, Washington, NY Sec. 6763 Block 00 Lot 180458  
 Owners: Timothy R. Marshall and Carolyn E. Marshall  
 Buyers: Jonathan H. Zimmerman and Jadeite Zimmerman

# TITLE CLOSING INVOICE

Closing Date:

CHARGE DESCRIPTION	BUYER(S)	SELLER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION
<b>COMPANY CHARGES</b>				
<b>POLICY PREMIUMS</b>				<ul style="list-style-type: none"> <li>• Fee Simple Policy for \$675,000.00 (Premium \$2,595.00)</li> <li>• Mortgage Policy for \$540,000.00 (Premium \$639.00)</li> <li>• TRID calculation (excluding endorsements) for information only: Undiscounted Loan Premium is \$2,131.00 and TRID Owners Premium is \$1,103.00</li> <li>• Property Type is Residential One Family Dwelling</li> <li>• NOTE: The Mortgage Tax reported herein is calculated at the maximum taxable amount. In the event the tax should be reduced by consolidation or exemption please notify this Company</li> <li>• Underwriter: First American Title Insurance Company</li> <li>• + items are subject to NYS Sales Tax</li> </ul>
Owners Policy Premium	\$2,595.00			
Loan Policy Premium	\$639.00			
<b>ENDORSEMENTS</b>				
Owners TIRSA Policy Authentication				
Loan Environmental Protection Lien	\$50.00			
Loan Residential Mortgage	\$50.00			
Loan Waiver of Arbitration Loan	\$50.00			
Loan TIRSA Policy Authentication				
<b>OTHER CHARGES</b>				
Photocopies +	\$20.00			
Municipal Searches +	\$250.00			
Recording Service Fee	\$50.00			
Judgment and Lien Search vs Buyer +	\$70.00			
Mortgage Payoff Fee(s) - Dutchess Cty				
Escrow Fee - Tax Escrow	\$50.00			
Sales Tax Columbia - 8.00%	\$27.20			
<b>TOTAL COMPANY CHARGES:</b>	<b>\$3,851.20</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>ESCROW AND PASS THROUGH CHARGES</b>				
<b>RECORDING TAXES</b>				
Transfer Tax New York State (TP584)		\$2,700.00		
Mortgage Tax 1st Mortgage	\$4,290.00		\$1,350.00	
<b>RECORDING FEES</b>				
TP-584 Filing Fee		\$5.00		
RPT 5217 Filing Fee (Residential)	\$125.00			
Deed Recording Fee (Estimated)	\$75.00			
Mortgage Recording Fee (Estimated)	\$150.00			
Recording-County Clerk Conveyance Fee (NY RPL 291)	\$10.00			

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<b>ESCROWS</b>				
<b>TOTAL ESCROW AND PASS THROUGH CHARGES:</b>	<b>\$4,650.00</b>	<b>\$2,705.00</b>	<b>\$1,350.00</b>	
<b>TOTAL TO SMPR</b>	<b>\$8,501.20</b>	<b>\$2,705.00</b>	<b>\$1,350.00</b>	<b>GRAND TOTAL: \$12,556.20</b>

IMPORTANT DISCLOSURES
<p>NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney. In accordance with New York State Department of Financial Services 11 NYCRR228 (Insurance Regulation 208) we are required to notify you that: SMPR Title Agency employees or representatives of SMPR are not allowed to accept any tips or gratuities. We have also been required to change some of the fees listed on our website. Thank you for your understanding and for your continued support.</p>

For Company Use Only:

CHECK FROM/TO	CHECK NO.	COMPANY PAYMENT	DIRECT PAYMENT
TOTAL:			

**SMPR Title Agency, Inc.**

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e-mail – titles@smprtitle.com — website – www.smprtitle.com

**APPLICANT TITLE NUMBER M-078375**

Scott Shallo, Esq. Phone Number (518) 828-5400  
Guterman Shallo and Alford, PLLC Fax Number (518) 828-2686  
21 North Seventh Street sshallo@gsalawfirm.com  
Hudson NY 12534  
Reference: Zimmerman from Marshall

**REPORTS HAVE BEEN SENT TO**

Copy To Sellers Attorney  
Janelle Pozza Allan Rappleyea Esq.  
Guterman Shallo and Alford, PLLC Corbally, Gartland and Rappleyea  
21 North Seventh St 35 Market St  
Hudson, New York 12534 Poughkeepsie NY 12601  
(518) 828-5400 \* FAX (518) 828-2686 (845) 454-1110 \* FAX (845) 454-4857  
E-Mail: jpozza@gsalawfirm.com E-Mail: abr@cgrlaw.com

Lenders Attorney Copy To  
To Be Determined Nadell Swanson

E-Mail: ncs@cgrlaw.com

Copy To  
Nadell Swanson  
  
E-Mail: ncs@cgrlaw.com

**PROPERTY INFORMATION**

88 Oak Summit Road, Washington, NY Tax ID Sec. 6763 Block 00 Lot 180458  
County: Dutchess Town: Washington

**PARTIES**

Owner(s): Timothy R. Marshall and Carolyn E. Marshall  
Buyer(s): Jonathan H. Zimmerman and Jadeite Zimmerman  
Lender(s): LoanDepot.com, LLC ISAOA ATIMA

**SERVICES**

Patriot Search, Housing and Building Violation Report, Certificate of Occupancy

# SMPR Title Agency, Inc.

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50 Chapel Street, Albany, NY 12207 • Phone No. 518-434-0127 • Fax No. 518-434-9997

TITLE POLICIES	
Owners Policy:	\$675,000.00      Fee Simple
Loan Policy:	\$540,000.00      Mortgage
Underwriter:	First American Title Insurance Company

**SMPR Title Agency, Inc.**

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# MEMORANDUM OF ANCILLARY CHARGES

Title No.: M-078375  
Client: Scott Shallo, Esq.  
Applicant: Jonathan H. Zimmerman and Jadeite Zimmerman  
Reference: Zimmerman from Marshall  
Premises: 88 Oak Summit Road, Washington, NY Sec. 6763 Block 00 Lot 180458  
Owners: Timothy R. Marshall and Carolyn E. Marshall  
Buyers: Jonathan H. Zimmerman and Jadeite Zimmerman

January 4, 2021

*The charges noted below are for ancillary service charges not encompassed in the title premiums approved by the Superintendent of the Department of Financial Services. Said services were requested by your lender or your*

ANCILLARY AND DISCRETIONARY CHARGES	CHARGE
Mortgage Payoff Fee(s) - Dutchess Cty	\$150.00
<b>TOTAL CHARGES:</b>	<b>\$150.00</b>

\_\_\_\_\_  
Seller: Timothy R. Marshall

\_\_\_\_\_  
Seller: Carolyn E. Marshall

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# MEMORANDUM OF ANCILLARY CHARGES

Title No.: M-078375  
Client: Scott Shallo, Esq.  
Applicant: Jonathan H. Zimmerman and Jadeite Zimmerman  
Reference: Zimmerman from Marshall  
Premises: 88 Oak Summit Road, Washington, NY Sec. 6763 Block 00 Lot 180458  
Owners: Timothy R. Marshall and Carolyn E. Marshall  
Buyers: Jonathan H. Zimmerman and Jadeite Zimmerman

January 4, 2021

The charges noted below are for ancillary service charges not encompassed in the title premiums approved by the Superintendent of the Department of Financial Services. Said services were requested by your lender or

ANCILLARY AND DISCRETIONARY CHARGES	CHARGE
Photocopies	\$20.00
Municipal Searches	\$250.00
Recording Service Fee	\$50.00
Judgment and Lien Search vs Buyer	\$70.00
Escrow Fee - Tax Escrow	\$50.00
<b>TOTAL CHARGES:</b>	<b>\$440.00</b>

\_\_\_\_\_  
Buyer: Jonathan H. Zimmerman

\_\_\_\_\_  
Buyer: Jadeite Zimmerman

**OWNER/SELLER/SURVEY AFFIDAVIT**

Insurer: First American Title Insurance Company by  
SMPR Title Agency, Inc., Agent  
Order Number: M-078375  
Owner(s): Timothy R. Marshall and Carolyn E. Marshall  
Purchaser(s): Jonathan H. Zimmerman and Jadeite Zimmerman  
Lender: LoanDepot.com, LLC ISAOA ATIMA  
Property: 88 Oak Summit Road, Town of Washington, County of Dutchess, NY

STATE OF NEW YORK )  
COUNTY OF )ss.:

The undersigned Owner(s), being duly sworn depose(s) and say(s):

1) I/We am/are the Owner(s) of the Property and as such am/are fully familiar with the facts and circumstances set forth herein.; that I/We have owned and occupied the premises for \_\_\_\_\_ years; that my/our possession of the Property has been peaceable and undisturbed and title has never been disputed, questioned or rejected, as far as I/we know; that I/We know no facts by reason of which my/our possession or title might be questioned, or by reason of which any claim to any part of the Property or any interest therein adverse to me/us might be made.

2) I/We have been known by no other name within the last ten years, except \_\_\_\_\_.

3) I/We know of no unsatisfied judgment, lien, federal tax or encumbrance on the Property or against me/us. I/We am/are not currently in bankruptcy. All association dues, real estate taxes, water and sewer rents and/or charges against the Property are paid to date.

4) (If applicable) My/Our attention has been called to certain judgments, warrants, tax liens and/or bankruptcies against persons with names similar to mine/ours. I/We are not the debtors named therein. I/We have never resided or conducted business at any of the addresses shown for debtors.

5) The Property is being used solely for residential purposes. There are no tenants, lessees or other persons in possession of any portion of the Property except: \_\_\_\_\_. (If Applicable) Such tenants are month-to-month or pursuant to written lease for terms not in excess of \_\_\_\_\_ months without rights to renew. No lease contains an option to purchase the Property.

6) I/We am/are fully familiar with the buildings and improvements on the Property and on all adjacent properties am/are able to state that no portion of the buildings, improvements, structures or any additions, fences, pool, deck or driveway project over or beyond the boundary lines of the Property or onto the Property from an adjacent property and that I/we know of no violation of the restrictions of record by the buildings and improvements. There have been no buildings or exterior improvements constructed on the Property within the last two years, except \_\_\_\_\_

7) (If applicable) A survey dated \_\_\_\_\_ made by \_\_\_\_\_ shows the premises as they exist today, except \_\_\_\_\_.

8) If the Insurer is forwarding payment to the holder of any existing mortgage in satisfaction thereof, I/we agree to pay any additional sums which may be required by such holder to obtain a discharge of mortgage. I/We appoint the Insurer my/our agent for the purpose of taking any actions necessary to obtain such discharge.

9) If this is a sale, I/we am/are not taking back a purchase money mortgage as part of the sale price.

10) I/We are/are not a party in any matrimonial action brought to obtain a separation, a divorce, an annulment, a declaration of the validity, nullity, or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property. (DRL Section 236).

11) The Home Equity Theft Prevention Act Compliance: (STRIKE OUT STATEMENTS THAT DON'T APPLY) That (a) I/we am/are not in default of any mortgage payments affecting the Property; (b) that I/we will not reside in the Property after I/we transfer title to the Purchaser(s); (c) that no person other than the Purchaser(s) have a right to acquire an interest in the Property; (d) that Purchaser(s) has/have not told me/us that I/we have the right to buy back the Property, or in any manner or under any circumstances will I/we be able to move back into the Property at a future date; (e) that I/we am/are not the spouse of the Purchaser, or the Purchaser's parent, grandparent, child, grandchild or the sibling of such a person or such person's spouse; and (f) that the Purchaser(s) has/have not told me/us that Purchaser(s) are assisting me to retain ownership in the Property or to reacquire the Property in the future.

12) This affidavit is made to induce First American Title Insurance Company by **SMPR Title Agency, Inc.**, it's agent to issue policy(ies) of title insurance covering the Property knowing they are relying on the statements made herein.

\_\_\_\_\_  
Owner(s)

\_\_\_\_\_  
Owner(s)

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

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

# ***SMPR Title Agency, Inc.***

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as agent for First American Title Insurance Company

## NOTICE OF AVAILABILITY OF OWNER'S TITLE INSURANCE

Date: January 4, 2021

File Number: M-078375

To: Jonathan H. Zimmerman and Jadeite Zimmerman

Buying property(s) identified as: 88 Oak Summit Road, Washington, NY

A *Mortgagee's* Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you. Additionally, because that policy covers the amount of the mortgage only, as the mortgage is paid off, the value of the policy declines.

You may obtain an *Owner's* Policy of Title Insurance which provides title insurance to *you*. Such coverage would be for the full value of your investment, and would cover you forever, not just for the duration of your ownership of the property. If a title claim were to be filed after you sold the property, and the buyer took action against you, you or your heirs would still be covered. *Only* an owner's policy protects you from loss as the result of a title claim.

For more information regarding what an owner's policy covers, please ask for our brochure, "*What Every Homeowner Should Know About Title Insurance*". If you are uncertain as to whether you should obtain an Owner's policy of title insurance, you are urged to seek independent advice.

- I/We do request an Owner's Policy of title insurance.
- I/We do not request an Owner's Policy of title insurance.

Borrower(s): Jonathan H. Zimmerman and Jadeite Zimmerman

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

\_\_\_\_\_  
Jonathan H. Zimmerman and Jadeite Zimmerman



# SMPR TITLE AGENCY, INC.

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### ESCROW AGREEMENT FOR PAYMENT OF TAXES NOT YET DUE

Insurer: First American Title Insurance Company by  
SMPR Title Agency, Inc., Agent  
Order Number: M-078375  
Owner(s): Timothy R. Marshall and Carolyn E. Marshall  
Purchaser(s): Jonathan H. Zimmerman and Jadeite Zimmerman  
Lender: LoanDepot.com, LLC ISAOA ATIMA  
Property: 88 Oak Summit Road  
Washington, NY

### **Section 6763 Block 00 Lot 180458**

<u>Type of Tax Due</u>	<u>Due Date</u>	<u>Amount</u>
City/Town _____	_____	\$ _____
School _____	_____	\$ _____
Village _____	_____	\$ _____

Additional Information (If in City of Albany Parcel No.) \_\_\_\_\_  
Name of School District \_\_\_\_\_

The Mortgagor(s) acknowledge that the Mortgagee has requested Escrow Agent to pay the Tax, that the Escrow has been delivered to Escrow Agent for that purpose, and that the Escrow is an estimated amount and may not be sufficient or may be in excess of the amount required. In the event there are excess funds, Escrow Agent is directed to deliver a check for the excess to the mortgagor(s)

In the event there are insufficient funds, Mortgagor(s) agree to supply the difference plus a one month penalty within five days after Escrow Agent mails by regular mail a notice of the amount required addressed to the Mortgagor(s) at:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
Phone No.

Escrow Agent will use its best efforts to have the Tax paid without incurring any penalty but cannot guarantee to do so. Upon default of the Mortgagor(s) in delivering funds, Escrow Agent will pay over the entire Escrow to Mortgagee's Attorney and will endorse its policy(ies) of title insurance to except the lien of the Tax. Escrow Agent is under no obligation to hold the sum deposited at interest or to pay any interest thereon.

The Mortgagor(s) hereby remise, release and exonerate Escrow Agent from any responsibility whatsoever by reasons of actions taken hereunder except to account for the Escrow and the Mortgagor(s) agree to be bound by the acts, decisions and judgments of Escrow Agent. Mortgagor(s) agree that the Escrow Agreement is made to induce Escrow Agent to issue a policy of title insurance to the Mortgagee without excepting the lien of the Tax.

This Escrow Agreement and the title reports to which it applies shall not be orally modified. The Escrow is not assignable or transferable by the Mortgagor(s). This Escrow Agreement and the Escrow shall enure to the benefit of Escrow Agent and its principal. The Mortgagor(s) may not assign, transfer or hypothecate the Escrow.

\_\_\_\_\_  
\_\_\_\_\_  
Mortgagor(s)

Receipt of \$ \_\_\_\_\_ Escrow is hereby acknowledged plus a \$50.00 Escrow Fee.

**PLEASE PROVIDE A COPY OF THE TAX BILL TO ESCROW AGENT.**

**CLOSER: PLEASE ATTACH COPY OF TAX SEARCH PAGE FROM COMMITMENT TO THIS ESCROW AGREEMENT**

### **SMPR TITLE AGENCY, INC.**

By \_\_\_\_\_  
Authorized Closer

# *First American Title Insurance Company*

*Issued by*

## **SMPR TITLE AGENCY, INC.**

### **CERTIFICATE FOR TITLE INSURANCE**

First American Title Insurance Company ("the Company") certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy and (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This agreement to insure shall terminate (1) if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

#### **CONDITIONS AND STIPULATIONS**

1. This Certificate shall be null and void:

A. if the fees therefore are not paid;

B. if the prospective insured, their 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 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 are made a part of this Certificate except as expressly modified herein.

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 instrument 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.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!  
PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE  
TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND  
ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.  
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

IN WITNESS WHEREOF, First American 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.

**First American Title Insurance Company**

By: SMPR Title Agency, Inc.

By: \_\_\_\_\_  
Its Authorized Officer or Agent

Direct questions to: Eugene M. Sneeringer Jr.

SMPR Order No.: M-078375

Date: January 4, 2021

*First American Title Insurance Company*

*Issued by*

**SMPR TITLE AGENCY, INC.**

**SCHEDULE A**

1. Effective Date: 12/14/2020  
Redated:

2. Policy or Policies to be issued:

(a) ALTA Owners Policy – 2006

**Proposed Insured: Jonathan H. Zimmerman and Jadeite Zimmerman \$675,000.00**

(b) ALTA Loan Policy – 2006

**Proposed Insured: LoanDepot.com, LLC ISAOA ATIMA \$540,000.00**

The following endorsements are a part of this policy:

Standard New York Endorsement Owners  
TIRSA Policy Authentication Endorsement  
Standard New York Endorsement Loan  
Environmental Protection Lien Endorsement  
Residential Mortgage Endorsement  
Waiver of Arbitration Endorsement Loan

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

Timothy R. Marshall and Carolyn E. Marshall acquired title by deed from BOS-HAVEN Farms, Inc. dated 12/14/2011 recorded in the Dutchess County Clerk's Office 12/22/2011 in Document #02-201106050.

4. The land referred to in this Commitment is described as follows:

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:

Address: 88 Oak Summit Road, Town of Washington, County of Dutchess, NY  
Section 6763 Block 00 Lot 180458

Title Certification – Page 1 of 1  
SMPR Order No.: M-078375  
Date: January 4, 2021

**TITLE  
CERTIFICATION**

First American Title Insurance Company - SMPR Title Agency Inc.

*First American Title Insurance Company*

*Issued by*

***SMPR TITLE AGENCY, INC.***

**SCHEDULE A DESCRIPTION**

ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Town of Washington, County of Dutchess, and State of New York, being designated as Lot 2 on Filed Map No. 12034, which said map was filed in the Dutchess County Clerk's Office on March 8, 2007 as Map No. 12034.

*First American Title Insurance Company*

*Issued by*

***SMPR TITLE AGENCY, INC.***

**SCHEDULE B – REQUIREMENTS**

**I. IDENTITY OF PARTIES.**

Photo identification must be presented at closing for all parties (sellers, purchasers, borrowers) to the transaction to be insured herein.

**II. SECTION 13 OF LIEN LAW**

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.

**III. ASSIGNMENT OF MORTGAGE OR OTHER LIENS**

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

**IV. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE**

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.

**V. CONTRACT**

If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

**VI. PROOF OF NO OTHER NAME**

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

**VII. PERSONAL PROPERTY**

Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

**VIII. MARKET VALUE ENDORSEMENT – APPLIES TO RESIDENTIAL OWNERS POLICY ONLY**

Section 6409(c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupant 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 below.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

*First American Title Insurance Company*

*Issued by*

**SMPR TITLE AGENCY, INC.**

**SCHEDULE B – SECTION 1  
MATTERS TO BE DISPOSED OF:**

Fee P Loan P      The following are the requirements to be complied with:

1. Due to recording office closures related to the Coronavirus (COVID-19) pandemic, the ability to update this Certificate before closing and/or record or file documents may be limited. The Company may raise additional requirements and/or exceptions to title and require a Gap Indemnity Agreement from all owners and buyers. In some instances, the Company may not be in a position to insure the transaction.
2. Owner/Sellers Affidavit must be completed and submitted to this Company.
3. FOR INFORMATION ONLY: Uncertified checks over \$500.00 will not be accepted unless approved by the Company. No third party or seller's checks will be accepted in any amount.
4. Searches for Judgments, State Tax Warrants and Federal Tax Liens have been made in the indexes on file in the County Clerk's Office in which the property is located against the following:  
  
Names: Timothy R. Marshall, Carolyn E. Marshall, Jonathan H. Zimmerman and Jadeite Zimmerman  
Returns: NONE
5. Deed to the insured and/or mortgagor to be recorded. Executed Forms RP-5217 and TP-584 to be provided. Owners Title Insurance Policy should be considered. In addition to Owners Policy, for a 1-4 family residential dwelling an Optional Rider is available to insure the purchaser for the future market value for an additional premium of 10% of the basic Owners Policy premium rate.
6. Proof of payment of 2021 Town tax due 1/2021 is required.

*First American Title Insurance Company*

*Issued by*

**SMPR TITLE AGENCY, INC.**

**SCHEDULE B – SECTION 2  
EXCEPTIONS:**

The policy or policies to be issued will contain exceptions to the following  
(unless the same are disposed of to the satisfaction of this Company):

Fee P Loan P

1. THE FOLLOWING EXCEPTION(S) IS (ARE) FOR THE OWNER'S POLICY ONLY:
2. Rights of tenants or persons in possession, if any.
3. Water and Sewer Rents, if any. Municipal department charges, if any, not returned to county tax enforcing officer for collection.
4. Subject to any state of facts that an accurate survey would show.
5. The premises herein are benefited by tax exemption and Policy excepts the lien which may attach by reason of any restoration of real property taxes after transfer of title by the owner entitled to the exemption.
6. Premises are/were benefited by an Agricultural Tax Exemption within the past five (5) years pursuant to Agriculture and Markets Law Article 25AA. Pursuant to §305 and §306 of said Law the tax benefit, plus penalties and interest ("Rollback Taxes") may be recaptured upon any change of use to other than agricultural production as defined in said Law. Policy excepts any loss or damage by reason of any Rollback Taxes levied against the premises.
7. THE FOLLOWING EXCEPTION(S) IS (ARE) FOR THE OWNER'S AND LOAN POLICIES:
8. Utility Easement(s) – Book 501 page 9 and Book 599 page 256.
9. Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.
10. No title is insured to any land lying in the bed of any street, avenue, road or highway abutting, adjoining, passing through or crossing the premises herein.
11. Setback lines, wetlands area and/or notes shown on filed map referenced in Schedule A herein.
12. Policy excepts rights and easements of others to drain through or otherwise use the creek abutting or running through the premises herein, but Policy does not insure that the owner of the premises herein has any rights or easements to drain through or otherwise use said creek across adjacent land.

*First American Title Insurance Company*

*Issued by*

**SMPR TITLE AGENCY, INC.**

**SMPR TITLE AGENCY INC., ("SMPR")** requires that all payoffs be handled through SMPR's Mortgage Payoff & Discharge Service in order for SMPR to issue title insurance.

**REQUIREMENTS UNDER SMPR MORTGAGE PAYOFF & DISCHARGE SERVICE**

1. The payoff letter must be provided to SMPR **5 days prior** to closing;
2. The payoff check must include **5 additional days of interest**, plus weekends and holidays;
3. The payoff check must be in compliance with the payoff letter; and
4. The payoff amount must be verified by the SMPR closer or employee **at or prior to closing**;
5. The Discharge recording fee must be made payable to SMPR, not to the County Clerk, if the recording fee is not included in the payoff amount.

---

**MORTGAGE SCHEDULE**

**NONE**



*First American Title Insurance Company*

*Issued by*

**SMPR TITLE AGENCY, INC.**

**TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES  
WHICH ARE LIENS ON REAL PROPERTY**

**ASSESSED VALUATION:** Land \$216,800.00  
Total \$677,400.00

**SCHOOL DISTRICT:** Millbrook

**EXEMPTION:** Ag Dist

**AMOUNT:** \$173,290.00

**ASSESSED TO:** Timothy R. Marshall and Carolyn E. Marshall

**ASSESSED AS:** 88 Oak Summit Road, Washington, NY

**PROPERTY CODE & TYPE:** 241rural residence with acreage 10 acres or more

**ACRES OR DIMENSIONS:** 10 acres

**COUNTY OF:** Dutchess

**MUNICIPALITY:** Town of Washington

**SWIS CODE:** 135801

**SBL OR GRID NO.:** Section 6763 Block 00 Lot 180458

**RETURNS**

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

2020/2021 School Tax (Period 7/1-6/30, Due 9/1)

Full Tax \$7,966.71 **PAID** 9/28/20. 2020/2021 School Tax Bill Attached.

2020 General Tax (Period 1/1-12/31, Due 1/1)

Full Tax \$3,107.38, **PAID** 2/14/20. 2020 Property Tax Bill Attached.

**TAX SEARCH**

**Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes 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 the streets on which the premises to be insured abut.**



Millbrook Central School District

Dutchess County

PAY TO: P.O. Box 686, Millbrook, New York 12545 845 677-4200 x1105

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

[Re-enter search conditions](#)

For Tax Year: 2020 School Tax (2020-2021) v

Last Updated: 11/04/20 03:20 pm

<b>Owner:</b> Marshall Timothy R Marshall Carolyn E 89 Oak Summit Rd Verbank, NY 12585	<b>Tax Map #</b> 6763-00-180458-0000 <b>Tax Bill #</b> 001454 <b>Bank Code:</b> <b>School Code:</b> 135801 <b>Property Class:</b> 241 <b>Tax Roll:</b> 1																		
<b>Location:</b> 88 Oak Summit Rd SWIS: 135889 Washington	<b>Acreage:</b> 10 <b>Frontage:</b> <b>Liber:</b> 22011 <b>Depth:</b> <b>Page:</b> 6050																		
<table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> <th>Exemption</th> </tr> </thead> <tbody> <tr> <td>41720</td> <td>AG DIST CN</td> <td>173,290</td> </tr> </tbody> </table>	Code	Description	Exemption	41720	AG DIST CN	173,290	<table border="1"> <tr> <td><b>Full Value:</b></td> <td>698,400</td> </tr> <tr> <td><b>Assessment:</b></td> <td>677,400</td> </tr> <tr> <td><b>STAR Savings:</b></td> <td>0.00</td> </tr> <tr> <td><b>Tax Amount:</b></td> <td><b>7,966.71</b></td> </tr> <tr> <td><b>Tax Paid:</b></td> <td>7,966.71</td> </tr> <tr> <td><b>Balance:</b></td> <td><b>0.00</b></td> </tr> </table>	<b>Full Value:</b>	698,400	<b>Assessment:</b>	677,400	<b>STAR Savings:</b>	0.00	<b>Tax Amount:</b>	<b>7,966.71</b>	<b>Tax Paid:</b>	7,966.71	<b>Balance:</b>	<b>0.00</b>
Code	Description	Exemption																	
41720	AG DIST CN	173,290																	
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<b>Tax Amount:</b>	<b>7,966.71</b>																		
<b>Tax Paid:</b>	7,966.71																		
<b>Balance:</b>	<b>0.00</b>																		

(Hide Bill and Payment Details...)

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes	25,166,279	504,110	15.803515	7,966.71
5% Installment Fee			0.0500	398.34

Pmt Date	Payor	Check #	Tax Paid	Fees Paid
09/28/20	Timothy R Marshall	4421	7,966.71	

**Tax Balance does not include any accrued Late Fees**

**Payments shown may not include payments made directly to the County**

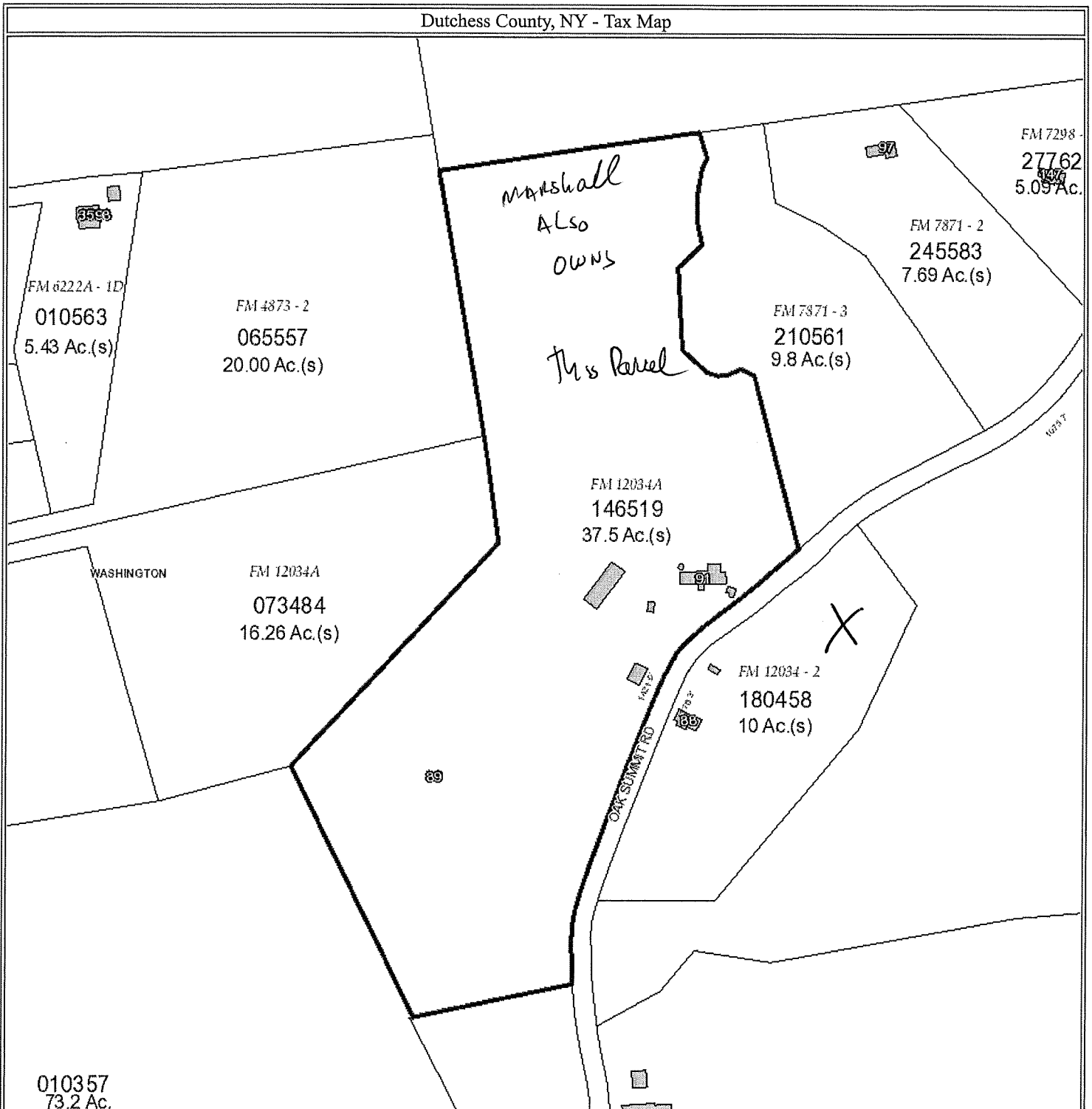
[Payment Schedule](#) | [Tax Certification](#)

### Tax Bills Online

<b>Collection: Town &amp; County 2020</b>							
Fiscal Year Start: 1/1/2020	Fiscal Year End: 12/31/2020      Warrant Date: 12/16/2019						
<div style="border: 1px solid black; display: inline-block; padding: 2px;">View Printable Version</div>							
Total Tax Due (minus penalties & interest) \$0.00							
<b>Entered</b>	<b>Posted</b>	<b>Total</b>	<b>Tax Amount</b>	<b>Penalty</b>	<b>Surcharge</b>	<b>Via</b>	<b>Type</b>
2/14/2020	2/14/2020	\$3,107.38	\$3,107.38	\$0.00	\$0.00	Mail	Full Payment
<b>Tax Bill #</b>	<b>SWIS</b>	<b>Tax Map #</b>		<b>Status</b>			
001586	135889	6763-00-180458-0000		Payment Posted			
<b>Address</b>		<b>Municipality</b>		<b>School</b>			
88 Oak Summit Rd		Town of Washington		Millbrook CSD			
<b>Owners</b>		<b>Property Information</b>		<b>Assessment Information</b>			
Marshall Timothy R		Roll Section: 1		Full Market Value: 677400.00			
Marshall Carolyn E		Property Class: Rural res&ag		Total Assessed Value: 677400.00			
88 Oak Summit Rd		Lot Size: 10.00		Uniform %: 100.00			
Verbank, NY 12585							
<b>Exemption</b>				<b>Amount</b>			
AG In Dist				173470.00			
<b>Description</b>	<b>Tax Levy</b>	<b>Percent Change</b>	<b>Taxable Value</b>	<b>Rate</b>	<b>Tax Amount</b>		
County Tax	105273974	-0.9000	503930.000	3.47214800	\$1,749.72		
Town Outside Tax	1832956	4.6000	503930.000	1.90702100	\$961.01		
Millbrook Library	184000	0.0000	503930.000	0.15658800	\$78.91		
Washington Fire Prot	552700	16.1000	677400.000	0.46906100	\$317.74		
					<b>Total Taxes: \$3,107.38</b>		
<b>Estimated State Aid - Type</b>				<b>Amount</b>			
County				84290729.00			

Mail Payments To:  
 Mary Alex  
 Tax Collector  
 PO Box 667 Millbrook, NY 12545

Dutchess County, NY - Tax Map



**ParcelAccess**  
Dutchess County, NY  
Print date: 12/21/2020

Parcel Grid #: 13588900676300001465190000  
Municipality: Washington

This map is provided as a service of the Dutchess County's Internet ParcelAccess. Absolutely no accuracy or completeness guarantee is implied or intended.

6

Dutchess County, NY - Tax Map

FM 12034A  
146519  
37.5 Ac.(s)

FM 12034 - 2  
180458  
10 Ac.(s)

WASHINGTON

OAK SUMMIT RD

1421.6'

78.3'



Print date: 12/21/2020

Parcel Grid #: 13588900676300001804580000  
Municipality: Washington

This map is provided as a service of the Dutchess County's Internet ParcelAccess. Absolutely no accuracy or completeness guarantee is implied or intended.

5

*First American Title Insurance Company*

*Issued by*

***SMPR TITLE AGENCY, INC.***

**MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT**

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. The searches will not be insured and the company assumes no liability for the accuracy thereof. The searches will not be continued to the date of closing.

Certificate of Occupancy: ORDERED

Housing and Building Violations: ORDERED

Street Report: Oak Summit Road is a public street.

Fire Department: NOT AVAILABLE.

# SMPR TITLE AGENCY, INC.

## **Albany/Troy**

50 Chapel St, Albany, NY 12207  
Ph 518-434-0127 / Fax 518-434-9997

## **Hudson/Poughkeepsie**

One Hudson City Centre, Hudson, NY 12534  
Ph 518-828-4351 / Fax 518-828-7494

## **Saratoga/Schenectady**

36 Remsen St, Ballston Spa, NY 12020  
Ph 518-885-8700 / Fax 518-884-2564

**e-mail** – [titles@smprtitle.com](mailto:titles@smprtitle.com) — **website** – [www.smprtitle.com](http://www.smprtitle.com)

## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of SMPR Title Agency, Inc.

We may collect nonpublic personal information about you from the following sources:

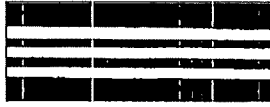
- Information we receive from you such as on a title order application or other forms.
- Information about you and / or any of your transactions we secure from our files or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal Information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Dutchess County Clerk Recording Page

Record & Return To :

DOWNEY HAAB & MURPHY PLLC  
87 MAIN ST  
PO BOX Z  
MILLERTON , NY 12546-

Date Recorded : 12/22/2011  
Time Recorded : 11:27:00

Document # : 02 2011 6050

Received From : DOWNEY HAAB & MURPHY  
PLLCC

Grantor : BOS HAVEN FARMS INC  
Grantee : MARSHALL TIMOTHY R

Recorded In : Deed  
Instrument Type :

Tax District : Washington

Examined and Charged As Follows :

Recording Charge : \$185.00

Number of Pages : 3

Transfer Tax Amount : \$0.00

Transfer Tax Number : #2200

\*\*\* Do Not Detach This Page  
\*\*\* This Is Not A Bill

Red Hook Transfer Tax :

E & A Form: Y

TP-584 : Y

County Clerk By : cha / \_\_\_\_\_  
Receipt # : R66275  
Batch Record : A164

Bradford Kendall  
County Clerk



0220116050



parcel 2

REC 12/22/2011 02/2011/6050

(2)



1/26/11  
35  
195  
18

Quitclaim Deed

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

THIS INDENTURE, made on the 14<sup>th</sup> day of December, Two Thousand Eleven

BETWEEN

**BOS-HAVEN FARMS INC.,**  
having an address of 79 Camby Road, Verbank, NY 12585

party of the first part, and

**TIMOTHY R. MARSHALL and CAROLYN E. MARSHALL,** husband and wife,  
residing at 79 Camby Road, Verbank, NY 12585

party of the second part,

**WITNESSETH,** that the party of the first part, in consideration of Ten Dollars paid by the party of the second part, does hereby remise, release and quitclaim 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 building and improvements thereon erected, situate, lying and being in the Town of Washington, County of Dutchess, and State of New York, being designated as Lot 2 on Filed Map No. 12034, which said map was filed in the Dutchess County Clerk's Office on March 8, 2007.

**BEING A PORTION OF** premises conveyed from Edward DeNitto and Frida DeNitto to Bos-Haven Farms Inc., by deed dated April 6, 1966, and recorded in the Dutchess County Clerk's Office on April 20, 1966 in Liber 1201 of Deeds at Page 164.

**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.

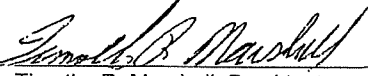
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying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

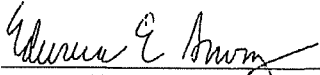
In presence of:

BOS-HAVEN FARMS, INC.

by   
Timothy R. Marshall, President

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

On the 14<sup>TH</sup> day of December, 2011, before me, the undersigned a Notary in and for said State, personally appeared Timothy R. Marshall personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
EDWARD E. DOWNEY  
Notary Public, State of New York  
Qualified in Dutchess County  
No. 02DO4519355  
Commission Expires July 31, 20 14

RECORD AND RETURN TO:  
  
Edward E. Downey, Esq.  
Downey, Haab & Murphy PLLC  
87 Main Street - P.O. Box Z  
Millerton, NY 12546

In consideration of the sum of \$1.00 paid to the undersigned by CENTRAL HUDSON GAS AND ELECTRIC CORPORATION, a corporation of the State of New York, and having its principal office at 50 Market Street, Poughkeepsie, State of New York - and - NEW YORK TELEPHONE CO., a corporation of the State of New York, and having its principal office at New York City in the State of New York, and at Poughkeepsie, in the State of New York, the receipt of which is hereby acknowledged, the undersigned hereby grants unto the said corporation and either of them, their respective successors, assigns and leasees, a right of way and the right to construct, operate, relocate and maintain and to repair, inspect and remove any and all lines of poles for present and future needs; including cables, wires, cross-arms, guys, braces, anchors and other fixtures, upon highways adjoining or upon and in, over and upon the property which own or in which have an interest situate in the TOWN OF WASHINGTON, County of Dutchess, State of New York, said LMA(s) to be located as specified Right to place poles on highway along my lands, together with the right to cut and trim any trees along said lines, and to keep the wires cleared 4 feet and to attach to trees on said property and on the highways which adjoin or are upon said property, such guy wires as said Corporations, or either of them, may deem necessary.

The undersigned agrees to accept in full payment and satisfaction for all the rights granted aforesaid, the sum of \$ \_\_\_\_\_ which shall be paid when construction is begun.

The provisions hereof shall apply to and bind the heirs, legal representatives, successors, assigns and leasees of the undersigned and said corporations respectively.

John T. Barrett L. S.  
Residing at Verbank, N. Y.

Signed, sealed and delivered  
on 7-2-1929  
H. E. Jackson

STATE OF NEW YORK  
COUNTY OF DUTCHESS: SS:

On the 1st day of October, 1929, before me personally came E. E. JACKSON ( subscribing witness) with whom I am personally acquainted, to me known and known to me; to be the subscribing witness to the foregoing instrument, who being by me duly sworn, did depose and say that he resides in Poughkeepsie; that he is personally acquainted with John T. Barrett, and knows said persons to be the person described in, and who executed the foregoing instrument; that he the said subscribing witness was present and saw the said person execute the same, and that he duly acknowledged to him, the subscribing witness that he executed the same, and that thereupon subscribed his name as witness thereto.

Roy E. Clearwater,  
Notary Public

Recorded October 29, 1929; 2 P. M.

*J. A. Blanton* Clerk

rec 10/29/29 L501pg 9

Rel

(R)

IN consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a corporation having its principal office (residence) at South Road (no street number) Poughkeepsie, New York, is hereby acknowledged, the undersigned hereby grants and conveys unto the said corporation, its successors and assigns, an easement and right of way upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the Town of Washington, County of Dutchess, State of New York.

Said easement and line shall extend from the existing Pole 30986 on the road in a northerly direction to the property line of J. J. Kennedy on the north along Verbank-Oak Summit Road. This grant supercedes right-of-way dated Dec. 29, 1941 and filed in Dutchess Co. Clerk's office January 20, 1942 in Liber 997 at page 577.

Together with the right at all times to enter thereon and have access thereto and to construct, relocate, operate and maintain thereon and to repair, protect and remove a line of poles, cables, crossarms, wires, guys, braces, conduits and all other appurtenances and fixtures adapted to the present and future uses, and purposes of said corporation, its successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said road and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 10 feet from the wires of said corporation, except that trees on either side of highway in front of residence shall only be trimmed under owner's supervision.

The exact location of said easement and line is to be as determined by said corporation having regard to the origin, general direction, and destination of said line and the requirements of said corporation. If such line hereafter in any way interferes with any new use to which the land of the undersigned may subsequently be devoted the corporation will on reasonable notice and on being given without delay a new easement and right of way, satisfactory in form to it, for a substitute location reasonably suitable for its requirements, remove such line to such substitute location but only one such removal may be required.

Central Hudson Gas & Electric Corporation shall reimburse the undersigned for any damage to his-her-their-its property caused solely by the said Corporation in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporation respectively. Signed, sealed and delivered on February 4, 1942.

In the presence of:

Doris M. Grunbaum L.  
Residing at 11 Brayton Road  
Scarsdale, Westchester Co.

Signature not legible

STATE OF NEW YORK  
COUNTY OF WESTCHESTER SS:

On this 4th day of Feb. 1942, before me the subscriber personally appeared Doris M. Grunbaum to me personally known and known to me to be the individual herein in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same.

(Seal)

William J. Irish, Jr.  
Notary Public-Westchester County  
Commission expires March 30, 1942.

STATE OF NEW YORK  
COUNTY OF WESTCHESTER SS:

No. 48745

I, Harold Mercer, Clerk of the County of Westchester and also Clerk of the Supreme and County Courts in and for the said County, the same being Courts of Record DO HEREBY CERTIFY that William J. Irish, Jr. whose name is subscribed to the foregoing

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rec 4/13/42 599 pg 256

**NYSDEC FRESHWATER WETLAND BOUNDARY VALIDATION**  
THE FRESHWATER WETLAND BOUNDARY AS REPRESENTED ON THESE PLANS ACCURATELY SHOWS THE LIMITS OF FRESHWATER WETLANDS AS DETERMINED BY WALTER DEVELOPMENT, INC. ON 10-12-06 AND DRAWN BY John J. Murphy, SURVEYOR GENERAL, STATE OF NEW YORK, ON 10-12-06.  
DATE: 05/01/07 SEA

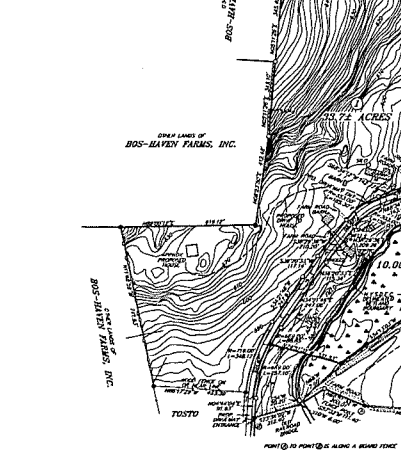
WETLAND BOUNDARY VALIDATIONS AS INITIATED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) FOR THE PURPOSES OF THE NYS DECISION MAKING PROCESS. THE PURPOSE OF THIS PROCESS IS TO VALIDATE THE BOUNDARY OF FRESHWATER WETLANDS AS DETERMINED BY THE FRESHWATER WETLAND BOUNDARY VALIDATION PROCESS. THE BOUNDARY OF FRESHWATER WETLANDS AS DETERMINED BY THE FRESHWATER WETLAND BOUNDARY VALIDATION PROCESS SHALL BE VALIDATED BY THE FRESHWATER WETLAND BOUNDARY VALIDATION PROCESS. THE BOUNDARY OF FRESHWATER WETLANDS AS DETERMINED BY THE FRESHWATER WETLAND BOUNDARY VALIDATION PROCESS SHALL BE VALIDATED BY THE FRESHWATER WETLAND BOUNDARY VALIDATION PROCESS.

**EROSION CONTROL NOTES**

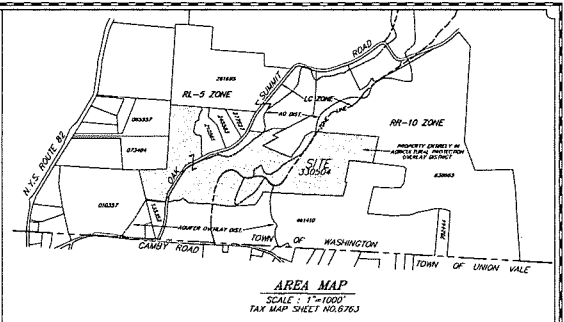
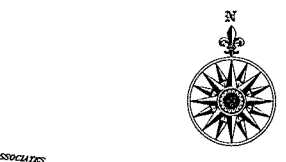
AS PART OF THE APPLICATION FOR A BUILDING PERMIT AND PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, THE APPLICANT SHALL OBTAIN APPROVAL FROM THE TOWN ENGINEER AND THE TOWN SUPERVISOR OF THE TOWN OF WASHINGTON. THE APPLICANT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF EROSION CONTROL MEASURES THAT SHALL BE CONFORMANT WITH THE EROSION CONTROL MANUAL, 10TH EDITION, AS REVISED TO DATE. THE APPLICANT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF EROSION CONTROL MEASURES THAT SHALL BE CONFORMANT WITH THE EROSION CONTROL MANUAL, 10TH EDITION, AS REVISED TO DATE.

**LEGEND**

- NO PHYSICAL EVIDENCE
- STANDARD OF FINANCIAL
- WETLAND BOUNDARY
- UTILITY POLE WITHIN WETLAND
- CLEARING
- ADJACENT TO WETLAND
- EDGE OF WETLAND



- MINIMUM DEVELOPMENT GUIDELINES FOR PRIVATE DRIVEWAYS**
- FOR IMPROVED IN EXCESS OF ONE LINEAR FOOT.
1. PROPOSED DRIVE FOR ALL PARTS OF THE DRIVEWAY SHALL NOT EXCEED 12 PERCENT.
  2. THE DRIVEWAY SHALL BE GRADED WITHIN 30 FEET OF THE DRIVEWAY SHALL NOT EXCEED 12 PERCENT.
  3. DRIVEWAYS SHALL BE TOP SOILED, BILLED AND AN IMPROVED GRADE OF GRADE, BILLS AND BILLS.
  4. DRIVEWAYS SHALL BE PLACED AT LEAST 10 FEET FROM THE HIGHEST POINT INTERSECTING THE DRIVEWAY.
  5. ALL DRIVEWAYS SHALL BE PLACED AT LEAST 10 FEET FROM THE DRIVEWAY.
  6. ALL DRIVEWAYS AND DRIVEWAY INTERSECTIONS SHALL BE COMPLETELY GRADED AND FINISHED AND ALL DRIVEWAYS SHALL BE FINISHED TO A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  7. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  8. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  9. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  10. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  11. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  12. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.
  13. THE DRIVEWAY GRADE OF THE DRIVEWAY SHALL BE A MINIMUM OF 1/4 INCHES ABOVE THE DRIVEWAY.



**HEALTH DEPARTMENT NOTE**

THE HEALTH DEPARTMENT HAS REVIEWED THE PLANS AND HAS NO OBJECTIONS TO THE SAME AS LONG AS THE APPLICANT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF EROSION CONTROL MEASURES THAT SHALL BE CONFORMANT WITH THE EROSION CONTROL MANUAL, 10TH EDITION, AS REVISED TO DATE.

**NOTES:**

TOTAL AREA: 115.07 ACRES  
JNPVC BRUSCO ASSOCIATES, INC. AND BOS-HAVEN FARMS, INC. CONJUNCT INTEREST  
PLANS MADE AND ADJUSTED BY TOWN ENGINEER OF TOWN OF WASHINGTON

NO CERTIFICATION IS REQUIRED AS TO THE LOCATION OF ANY FRESHWATER WETLANDS AS DETERMINED BY THE FRESHWATER WETLAND BOUNDARY VALIDATION PROCESS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF EROSION CONTROL MEASURES THAT SHALL BE CONFORMANT WITH THE EROSION CONTROL MANUAL, 10TH EDITION, AS REVISED TO DATE.

**MAP OF**  
THE  
**BOS-HAVEN FARMS, INC.**  
SUBDIVISION

TOWN OF WASHINGTON DUTCHESS COUNTY, N.Y.  
SCALE 1" = 200'  
JANUARY 18, 2007



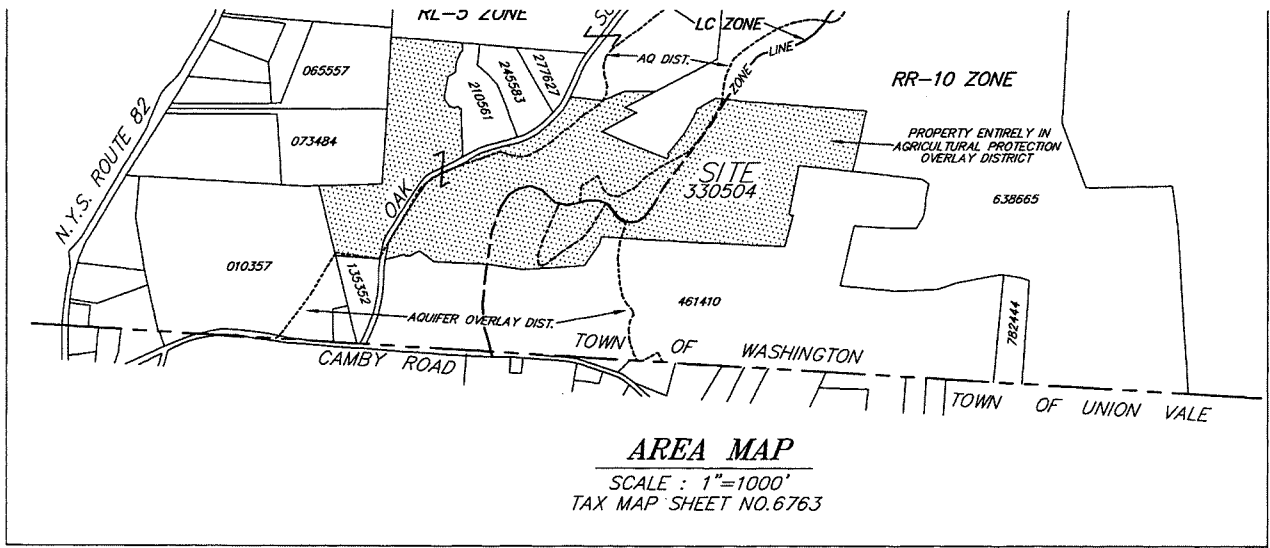
**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SUBDIVISION MAP WAS PREPARED BY ME AND WAS MADE FROM AN ACTUAL FIELD SURVEY COMPLETED BY ME ON NOVEMBER 14, 2006.

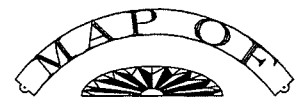
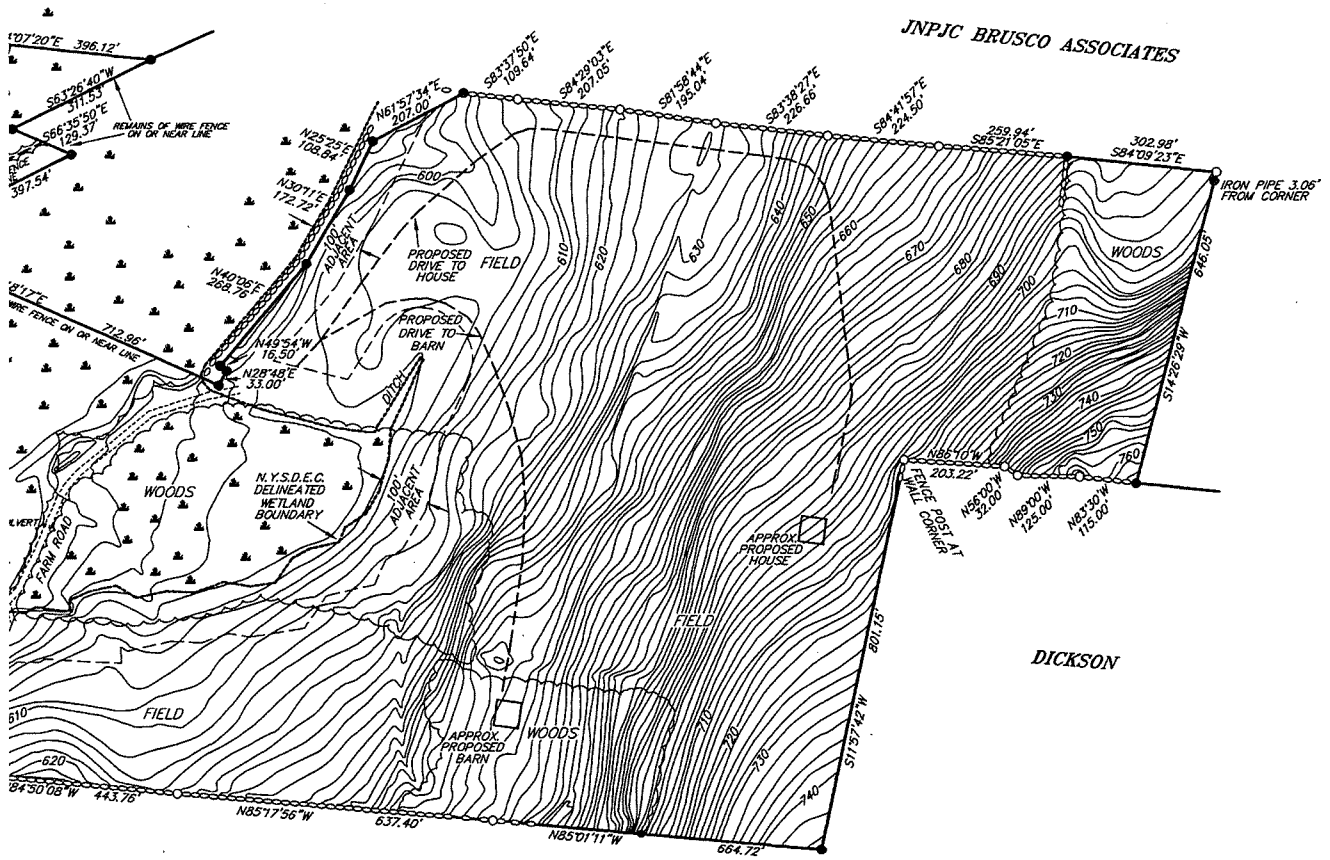


FM#12034 Filed: March 2, 2007

6



ASSOCIATES

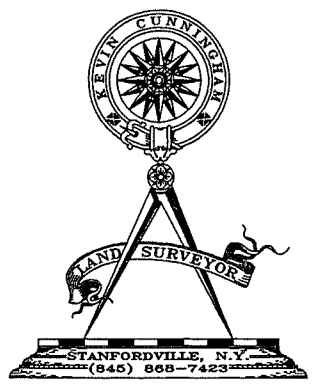


THE  
**BOS-HAVEN FARMS, INC.**  
 SUBDIVISION

TOWN OF WASHINGTON      DUTCHESS COUNTY, N.Y.  
 SCALE 1" = 200'      JANUARY 15, 2007



**SURVEYORS CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS SUBDIVISION MAP WAS PREPARED BY ME AND WAS MADE FROM AN ACTUAL FIELD SURVEY COMPLETED BY ME ON NOVEMBER 14, 2006.



2007 HAR-8 PH 2-06  
 DUTCHESS COUNTY CLERK'S OFFICE

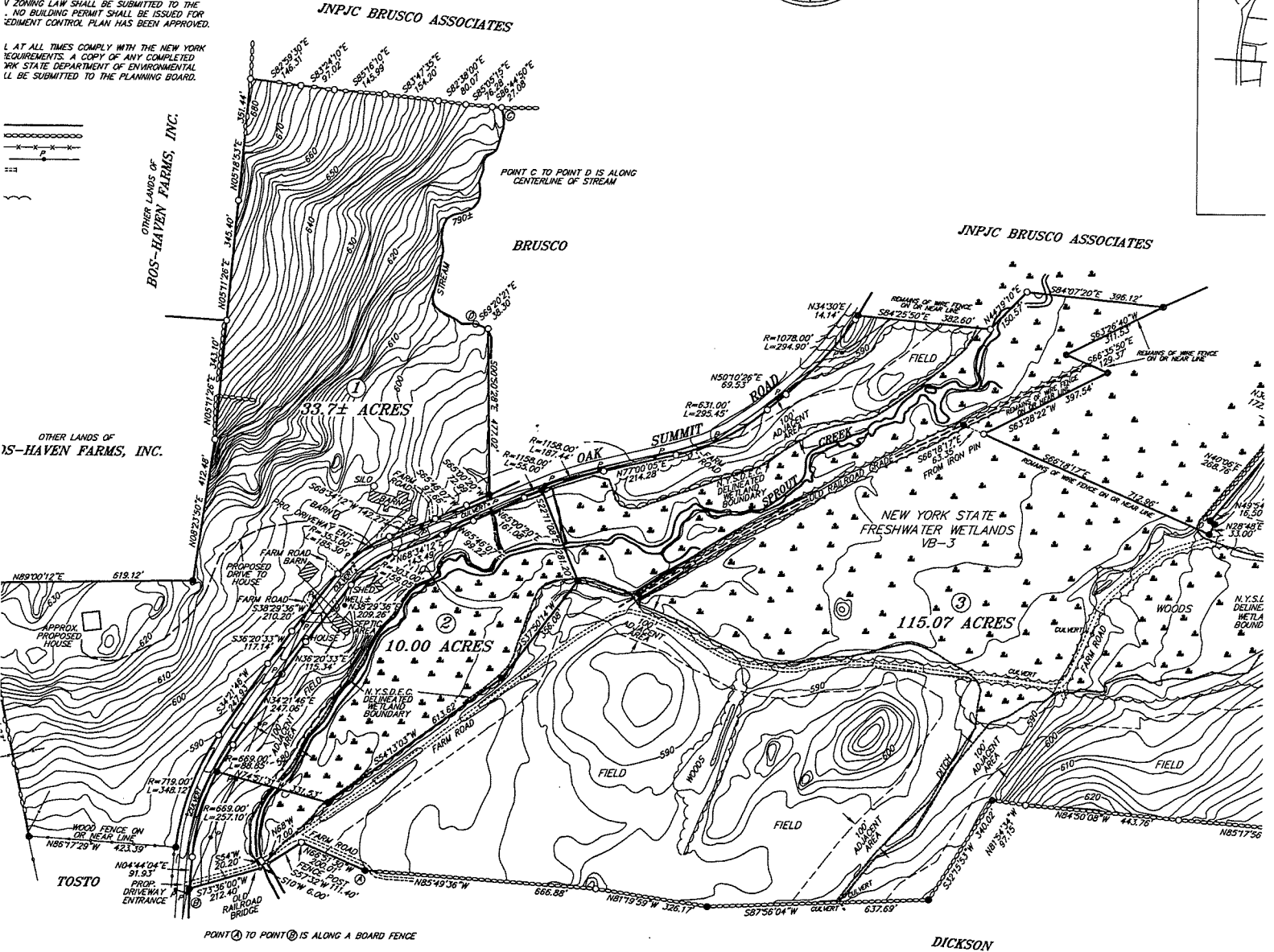
Fm#12034 Filed: March 8, 2007

7. FILLING, EXCAVATING, CLEARING OR OTHER REGULATED ACTIVITY IN THE OF THE WETLAND BOUNDARY AS DEPICTED ON THIS PLAN REQUIRES A PERMIT FROM DISCRETION UNDER ARTICLE 24 OF THE ENVIRONMENTAL CONSERVATION COMMENCEMENT OF WORK.

**CONTROL NOTES**

1. PERMIT, AND PRIOR TO ANY LAND CLEARING OR OF IMPROVEMENTS ON ANY OF THE LOTS, A PERMIT CONTROL PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE ZONING LAW SHALL BE SUBMITTED TO THE ZONING BOARD. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY CONSTRUCTION UNTIL AN EROSION CONTROL PLAN HAS BEEN APPROVED.

2. AT ALL TIMES COMPLY WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION REQUIREMENTS. A COPY OF ANY COMPLETED PERMIT SHALL BE SUBMITTED TO THE PLANNING BOARD.



**DELINES FOR PRIVATE DRIVEWAYS**

OR FEET:  
 THE DRIVEWAY SHALL NOT EXCEED 12 PERCENT.  
 THE DRIVEWAY SHALL NOT BE LESS THAN 20 FEET.  
 NOT BE LESS THAN 16 FEET WITH A TRAVEL WAY  
 AND 4 FOOT SHOULDERS TO EACH SIDE.  
 SEEDED WITH AN APPROPRIATE GRASS OR GRASS

**HEALTH DEPARTMENT NOTE**  
 THIS PLAN DOES NOT CONSTITUTE A REALTY  
 SUBDIVISION AS DEFINED BY ARTICLE XI,  
 TITLE II, SECTION 1115 OF THE PUBLIC  
 HEALTH LAW OF THE STATE OF NEW YORK.

**NOTES:**  
 TOTAL AREA: 158.77 ACRES  
 ZONING DISTRICTS: LG, RL5 AND RR10

DICKSON

12034