

PETITION  
TOWN OF DRESDEN  
REDUCTION IN AREA OF TOWN OF DRESDEN HULETT'S LANDING SEWER  
DISTRICT NO.1

AND  
EXTENSION OF TOWN OF DRESDEN  
FREDERICK'S POINT SEWER DISTRICT NO. 2

The undersigned, being owners of real property located in the Town of Dresden, hereby petition the Town Board of the Town of Dresden for a reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and Extension of Town of Dresden Frederick's Point Sewer District No. 2.

Identification of Property: The properties owned by the undersigned and to be included in the proposed reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and extension of Town of Dresden Frederick's Point Sewer District No. 2 are set forth as follows:

<u>Owner</u>	<u>Address</u>	<u>Tax Map Parcel No.</u>
Tara Marie Benvenuto Stephen E. Burns	448 Brewster Hill Rd Brewster, NY 10509	26.8-2-5.6
Kerin Gleason	98 Riverview Circle Fairfield, CT 06824	26.8-3-5.11
Megan Ferriter	20 Cemetary Road Newton, CT 06470	
Briganne McGuinness	25 Huntington Avenue Lynbrook, NY 11563	

As Trustees of the Gorman Family 2020 Irrevocable Trust dated, \_\_\_\_\_

Megan

Copies of the property owners' deeds are attached hereto as *Schedule A*.

Legal Description: The legal descriptions of the properties to be included in the reduction and extension are included in the deeds attached hereto as *Schedule A*.

Improvements: The petition does not request the construction of any new improvements.

Benefit to Owners: The owners described above and executing this petition acknowledge and represent that the benefit to them in this district reduction and extension is that their properties were originally included in the map, plan and report for Hulett's Landing Sewer District No. 1, but were ultimately connected to Frederick's Point Sewer District No. 2 and are not physically connected to the sewerage system for Hulett's Sewer District No. 1. The owners have paid debt and operations and maintenance costs for Frederick's Point Sewer District No. 2, and not for Hulett's Landing Sewer District No. 1.

Costs to a Typical Owner: The owners waive the disclosure of the sewer rates and costs to the typical owner because they are fully familiar with the costs for debt and operations and maintenance for Frederick's Point Sewer District No. 2, as they have been paying same for many years.

Waiver: The undersigned property owners waive the drafting and filing of a map, plan and report, as well as cost and budget estimates in accordance with Town Law §192.

Consideration: The undersigned property owners acknowledge that the reduction in service area of Hulett's Landing Sewer District No. 1 and the extension of the Frederick's Point Sewer District No. 2 constitutes adequate consideration for such reduction and extension as benefits their property, and agree to subject their respective properties to the benefits and burdens of said Frederick's Point Sewer District No. 2.

Law: The undersigned acknowledge that this Petition shall be governed by the applicable provisions of the Town Law and General Municipal Law of the State of New York.

Counterparts: The undersigned acknowledge that this Petition may be signed in counterparts which shall constitute one (1) petition to be submitted to the Town Board of the Town of Dresden. The signatures shall be acceptable if dated within forty-five (45) days of one another.

THIS SPACE INTENTIONALLY LEFT BLANK

THE NEXT PAGE IS THE SIGNATURE PAGE

**IN WITNESS WHEREOF** the owners set forth above and executing this petition hereby petition the Town Board of the Town of Dresden for the reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and extension of Town of Dresden Frederick's Point Sewer District No. 2, to include the properties set forth above.

Dated: January 18, 2024

  
\_\_\_\_\_  
Tara Marie Benvenuto

Dated: January \_\_, 2024

\_\_\_\_\_  
Stephen E. Burns

Dated: January \_\_, 2024

\_\_\_\_\_  
Kerin Gleason, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January \_\_, 2024

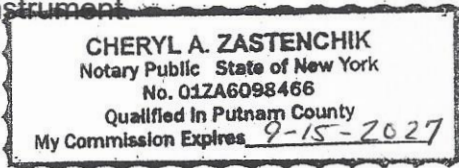
\_\_\_\_\_  
Megan Ferriter, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January \_\_, 2024

\_\_\_\_\_  
Briganne McGuinness, As Co-Trustee of  
the Gorman Family 2020 Irrevocable  
Trust dated, \_\_\_\_

State of New York )  
County of Putnam ) ss.:

On the 18th day of January in the year 2024 before me, the undersigned, personally appeared Tara Marie Benvenuto, 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.



Cheryl A. Zastenchik  
Notary Public

State of New York )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared Stephen E. Burns, 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

State, District of Columbia, Territory, Possession, or Foreign Country  
Connecticut )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared Kerin Gleason, 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), 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.

\_\_\_\_\_  
(Signature and office of individual  
taking acknowledgment.)

**IN WITNESS WHEREOF** the owners set forth above and executing this petition hereby petition the Town Board of the Town of Dresden for the reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and extension of Town of Dresden Frederick's Point Sewer District No. 2, to include the properties set forth above.

Dated: January \_\_, 2024

\_\_\_\_\_  
Tara Marie Benvenuto

Dated: January 8, 2024

\_\_\_\_\_  
*Stephen E. Burns*  
Stephen E. Burns

Dated: January \_\_, 2024

\_\_\_\_\_  
Kerin Gleason, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January \_\_, 2024

\_\_\_\_\_  
Megan Ferriter, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January \_\_, 2024

\_\_\_\_\_  
Briganne McGuinness, As Co-Trustee of  
the Gorman Family 2020 Irrevocable  
Trust dated, \_\_\_\_

State of New York )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared Tara Marie Benvenuto, 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

State of New York )  
County of Suffolk ) ss.:

On the 8<sup>th</sup> day of January in the year 2024 before me, the undersigned, personally appeared Stephen E. Burns, 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.

Patricia A. Judd  
Notary Public

PATRICIA A. JUDD  
Notary Public, State of New York  
Qualified in Suffolk County  
No. 01JU4784223  
My Commission Expires Sept. 30, 2025

State, District of Columbia, Territory, Possession, or Foreign Country  
Connecticut )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared Kerin Gleason, 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), 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.

\_\_\_\_\_  
(Signature and office of individual  
taking acknowledgment.)

IN WITNESS WHEREOF the owners set forth above and executing this petition hereby petition the Town Board of the Town of Dresden for the reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and extension of Town of Dresden Frederick's Point Sewer District No. 2, to include the properties set forth above.

Dated: January \_\_, 2024

\_\_\_\_\_  
Tara Marie Benvenuto

Dated: January \_\_, 2024

\_\_\_\_\_  
Stephen E. Burns

Dated: January \_\_, 2024

\_\_\_\_\_  
Kerin Gleason, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January 5, 2024

*Megan Ferriter*  
\_\_\_\_\_  
Megan Ferriter, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, 1/5/24

Dated: January \_\_, 2024

\_\_\_\_\_  
Briganne McGuinness, As Co-Trustee of  
the Gorman Family 2020 Irrevocable  
Trust dated, \_\_\_\_

State, District of Columbia, Territory, Possession, or Foreign Country  
Connecticut )  
County of \_\_\_\_\_ ) ss.:

On the 5 day of January, in the year 2024, before me, the undersigned, personally appeared Megan Ferriter, 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), 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.

Megan Ferriter  
(Signature and office of individual  
taking acknowledgment.)

State of New York )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared Briganne McGuinness, 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.

Shari Wright  
Notary Public

**SHARI WRIGHT**  
**NOTARY PUBLIC**  
My Commission Expires Oct. 31, 2028





**IN WITNESS WHEREOF** the owners set forth above and executing this petition hereby petition the Town Board of the Town of Dresden for the reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and extension of Town of Dresden Frederick's Point Sewer District No. 2, to include the properties set forth above.


Dated: January \_\_, 2024

\_\_\_\_\_  
Tara Marie Benvenuto

Dated: January \_\_, 2024

\_\_\_\_\_  
Stephen E. Burns

Dated: January 5, 2024

  
\_\_\_\_\_  
Kerin Gleason, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, N/A CDL

Dated: January \_\_, 2024

\_\_\_\_\_  
Megan Ferriter, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January \_\_, 2024

\_\_\_\_\_  
Briganne McGuinness, As Co-Trustee of  
the Gorman Family 2020 Irrevocable  
Trust dated, \_\_\_\_

State of New York )  
County of \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared Tara Marie Benvenuto, 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


State of New York )  
County of \_\_\_\_\_ ) ss.:

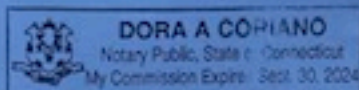
On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared Stephen E. Burns, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to 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

~~State, District of Columbia, Territory, Possession, or Foreign Country.~~  
Connecticut )  
County of Fairfield ) ss.:

On the 5<sup>th</sup> day of January in the year 2024 before me, the undersigned, personally appeared Kerin Gleason, 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), 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.

  
\_\_\_\_\_  
(Signature and office of individual taking acknowledgment.)



**IN WITNESS WHEREOF** the owners set forth above and executing this petition hereby petition the Town Board of the Town of Dresden for the reduction in the service area of Town of Dresden Hulett's Landing Sewer District No. 1 and extension of Town of Dresden Frederick's Point Sewer District No. 2, to include the properties set forth above.

Dated: January \_\_, 2024

\_\_\_\_\_  
Tara Marie Benvenuto

Dated: January \_\_, 2024

\_\_\_\_\_  
Stephen E. Burns

Dated: January \_\_, 2024

\_\_\_\_\_  
Kerin Gleason, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January \_\_, 2024

\_\_\_\_\_  
Megan Ferriter, As Co-Trustee of the  
Gorman Family 2020 Irrevocable Trust  
dated, \_\_\_\_

Dated: January 5, 2024

Briganne McGuinness  
Briganne McGuinness, As Co-Trustee of  
the Gorman Family 2020 Irrevocable  
Trust dated, 1/5/24

State, District of Columbia, Territory, Possession, or Foreign Country  
Connecticut )  
County of \_\_\_\_\_ ) ss.:

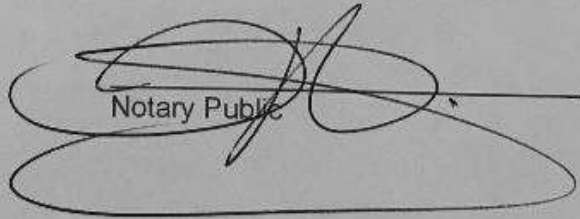
On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared Megan Ferriter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity (ies), 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.

Braine McGinness  
(Signature and office of individual  
taking acknowledgment.)

State of New York )  
County of NASSAU ss.:

On the 5<sup>th</sup> day of January in the year 2024 before me, the undersigned, personally appeared Briganne McGinness, 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.

JALEESA A. HARVEY  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01HA6437294  
Qualified in Nassau County  
Commission Expires 08/01/2026

  
Notary Public

Schedule A  
Deeds



WASHINGTON COUNTY – STATE OF NEW YORK  
 STEPHANIE C. LEMERY, COUNTY CLERK  
 383 BROADWAY, BUILDING A  
 FORT EDWARD, NY 12828

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2020-935

Receipt#: 2020448617

Clerk: MP

Rec Date: 02/21/2020 01:24:51 PM

Doc Grp: RP

Descrip: DEED

Num Pgs: 6

Rec'd Frm: SHANNON MACLEOD

Party1: GORMAN MICHAEL L

Party2: GLEASON KERIN CO TRUSTEE

Town: DRESDEN

Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Additional Names	2.00
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 202.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 202.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 1392

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

SHANNON MACLEOD  
 975 SUNRISE HIGHWAY  
 WEST BABYLON, NEW YORK 11704

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Stephanie C. Lemery  
 Washington County Clerk

**BARGAIN AND SALE DEED WITH COVENANT AGAINST  
GRANTOR'S ACTS**

**THIS IS A LEGALLY BINDING INSTRUMENT. IF NOT FULLY UNDERSTOOD,  
WE RECOMMEND ALL PARTIES TO THE INSTRUMENT CONSULT AN ATTORNEY  
BEFORE SIGNING.**

**THIS INDENTURE**, made the 16<sup>th</sup> day of January, 2020

BETWEEN

**MICHAEL L. GORMAN** and **NANCY E. GORMAN**, husband and wife, residing at 1040 4<sup>th</sup> Street, West Babylon, New York 11704

party of the first part, and

**KERIN GLEASON**, residing at 98 Riverview Circle, Fairfield, Connecticut 06824,  
**MEGAN FERRITER**, residing at 20 Cemetary Road, Newton, Connecticut 06470, and  
**BRIANNE MCGUINESS**, residing at 25 Huntington Avenue, Lynbrook, New York 11563,  
as Co-Trustees of **THE GORMAN FAMILY 2020 IRREVOCABLE TRUST**,  
dated, \_\_\_\_\_

party of the second part:

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and other good and valuable consideration, 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

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

Being and intended to be the same premises as conveyed to the grantors herein by deed of even date to be recorded simultaneously herewith.

Being and intended to be the same premises as conveyed to the grantor, Michael L. Gorman and Nancy E. Gorman, husband and wife, herein by deed dated 05/11/2011, recorded on 05/17/2011, in Liber 2974 Page 33-38.

**Reserving a life estate running in favor of Michael L. Gorman and Nancy E. Gorman**

Premises known as 4011 Eichler Way, Huletts Landing, NY 12841

**Tax Map Designation:** Section 26.8 Block 3 Lot 5.11

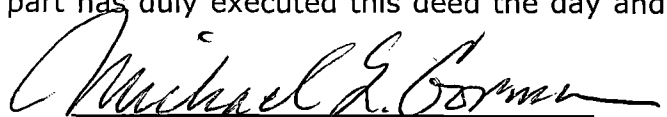
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;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

  
\_\_\_\_\_  
**MICHAEL L. GORMAN**

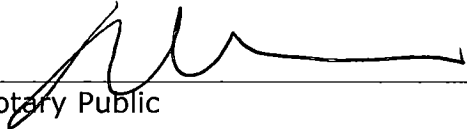
  
\_\_\_\_\_  
**NANCY E. GORMAN**

Acknowledgment by a Person Within New York State

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

On the 16<sup>th</sup> day of January in the year 2020 before me, the undersigned, personally appeared:

**MICHAEL L. GORMAN** 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

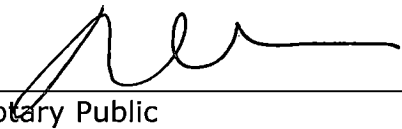
Rochelle L Verron  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02VE6387893  
Qualified in Suffolk County  
Commission Expires February 25, 2023

Acknowledgment by a Person Within New York State

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

On the 16<sup>th</sup> day of January in the year 2020 before me, the undersigned, personally appeared:

**NANCY E. GORMAN** 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

Rochelle L Verron  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02VE6387893  
Qualified in Suffolk County  
Commission Expires February 25, 2023

BARGAIN AND SALE DEED

PREMISES: 4011 Eichler Way, Huletts Landing, NY 12841

TITLE NUMBER:

RECORD AND RETURN TO: SHANNON MACLEOD, 975 SUNRISE HIGHWAY, WEST BABYLON, NEW YORK 11704



## SCHEDULE A

**ALL THAT CERTAIN PIECE OR PARCEL** of land and the building situate lying and being in the Town of Dresden, Washington County, N.Y. more particularly bounded and described as follows:

**BEGINNING** at a point at the northeast corner of lands now owned by John & Catherine Miller and running thence North 73 degrees, 20 minutes and 27 seconds East, 92.02 feet to a point; Running thence North 18 degrees, 02 minutes and 54 seconds East, 17.08 feet to a point; Running thence North 37 degrees, 14 minutes and 39 seconds West, 148.62 feet to a point; Running thence North 51 degrees, 33 minutes and 13 seconds West, 88.46 feet to a point; Running thence North 42 degrees, 59 minutes and 48 seconds East, 33.87 feet to a point; Running thence North 26 degrees, 16 minutes and 06 seconds East, 39.34 feet to a point; Running thence North 20 degrees, 23 minutes and 38 seconds East, 18.45 feet to a point; Running thence North 11 degrees, 54 minutes and 59 seconds East, 35.01 feet to a point; Running thence South 46 degrees, 02 minutes and 13 seconds East, 92.34 feet to a point; Running thence South 43 degrees, 57 minutes and 47seconds West, 97.65 feet to a point; Running thence South 51 degrees, 33 minutes and 13 seconds East, 28.27 feet to a point; Running thence South 37 degrees, 14 minutes and 39 seconds East, 167.64 feet to a point; Running thence South 35 degrees, 52 minutes and 00 seconds West, 14.32 feet along the boundary of the lands of Keough, to a point; Running thence South 46 degrees, 17 minutes and 00 seconds East, 41.83 feet to a point; Running thence South 53 degrees, 10 minutes and 30 seconds East, 48.18 feet to a point; Running thence South 29 degrees, 30 minutes and 00 seconds East, 59.38 feet to a point; Running thence South 57 degrees, 32 minutes and 00 seconds West, 20.08 feet to a point; Running thence South 13 degrees, 53 minutes and 30 seconds East, 102.90 feet to a point; Running thence North 56 degrees, 15 minutes and 00 seconds East, 20.00 feet to a point; Running thence South 58 degrees, 42 minutes and 00 seconds East, 99.93 feet to a point; Running thence South 49 degrees, 21 minutes and 33 seconds East, 194.22 feet to a point; Running thence South 23 degrees, 05 minutes and 55 seconds East, 52.27 feet to a point; Running thence South 66 degrees, 54 minutes and 05 seconds West, 36.00 feet to a point; Running thence South 66 degrees, 55 minutes and 14 seconds West, 16.42 feet to a point; Running thence North 06 degrees, 07 minutes and 37 seconds West, 41.62 feet to a point; Running thence North 39 degrees, 20 minutes and 32 seconds West, 55.24 feet to a point; Running thence North 47 degrees, 49 minutes and 29 seconds West, 153.39 feet to a point; Running thence North 68 degrees, 48 minutes and 47 seconds West, 141.50 feet to a point; Running thence North 33 degrees, 06 minutes and 29 seconds West, 121.50 feet to a point; Running thence North 42 degrees, 10 minutes and 29 seconds West, 75.75 feet to a point; Running thence North 42 degrees, 59 minutes and 29 seconds West, 40.26 feet to the point and place of beginning, containing 1.03 acres of land, being the same more or less. Bearings refer to the magnetic meridian as of November 10, 2008.

The above described parcel of land is part of the parcel conveyed to Albert J. Kapusinski and George T. Kapusinski by virtue of a deed dated April 9th, 2005 and recorded in the Washington County Clerk's Office on April 29, 2005 in Book 1916 of Deeds at Page 176.

**TOGETHER** with a perpetual easement and right of way to the above described premises, to be used by the Grantees, its successors and assigns, in common with others over and across the existing private roadway bordering on the premises to County Route 6 and other roads now existing for the purpose of ingress and egress, reserving to the Grantors, their heirs and assigns, a similar easement over such roadway(s) for the purpose of ingress and egress to other lands of the Grantors.

The premises are sold subject to covenants, agreements, easements for sewer and electric utilities, and restrictions of record and subject to the rules, regulations and ordinances, if any, of the county, school district, town, state or other governmental jurisdiction in which the premises are located.

The Grantors grant to the Grantees the right of use in common with others the bathing beach for bathing at Hulett's Landing, pursuant to page two of the Bargain and Sale Deed conveyed to the Hulett's Landing Property Owners Civic Association dated September 11, 2004 and filed September 29, 2004 in Book 1799 at page 236 in the office of the Washington County Clerk.

Said beach being more accurately described as: the shoreline of the property conveyed to the Hulett's Landing Property Owners Civic Association by Bargain and Sale Deed dated September 11, 2004, pursuant to page two of the same Bargain and Sale Deed filed September 29, 2004 in Book 1799 at page 236 in the office of the Washington County Clerk.

The premises herein described shall be used exclusively for residential purposes and shall not be used for any commercial or business purpose whatsoever, with the exception that the premises may be rented as a single-family residence. However, the premises may not be used as a boarding house, multi-family residence, or bed & breakfast in any way.

There shall not be erected on the premises any structure of more than two stories in height, nor may any improvements be used for the occupation of more than one family. Any ancillary structure will be limited to a one car garage or similar and said ancillary structure can have no living accommodations of any type, i.e., bedrooms, bathrooms, and/or kitchens inside said ancillary structure.

If any drainage ditches, culverts, water or sewage pipes, electric or telephone poles, or conduits, or rights of way, paths, trails or private roads, now exist upon said premises for the benefit of the premises conveyed and other property, easements therefore are reserved; they may be continued upon said premises.

It is agreed that the Grantors have reserved an easement right of entering upon said right-of-way designated above for the purpose of repairing, maintaining, cleaning, laying, constructing, altering, replacing, or relocating such drainage ditches, culverts, pipes, electric or telephone poles or conduits, or rights of way, paths, trails or private roads, which may have heretofore been installed.

Each of the above covenants, restrictions, reservations, and easements are intended for the benefit of the said tract and the owners thereof, and the remaining tract adjoining thereto owned by the Grantors and shall run with the land unless otherwise noted. Any restriction, condition, easement or reservation may be altered, modified or annulled at any time by written agreement by and between the Grantors and the owner for the time being of said premises, without first obtaining the consent of the owner or owners of any adjacent premises or other lands. The Grantees agree that there shall be no new or different restrictions or conditions placed upon the premises without the consent in writing of the Grantors.

**Record and Return to:**

Law Office of Shannon Macleod  
975 Sunrise Highway  
West Babylon, NY 11704



WASHINGTON COUNTY - STATE OF NEW YORK  
 STEPHANIE C. LEMERY, COUNTY CLERK  
 383 BROADWAY, BUILDING A  
 FORT EDWARD, NY 12828

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH\*\*\*



INSTRUMENT #: 2019-125356  
 Receipt#: 2019427811  
 Clerk: MP  
 Rec Date: 03/07/2019 11:01:23 AM  
 Doc Grp: RP  
 Descrip: DEED  
 Num Pgs: 5  
 Rec'd Frm: KIMBERLY A JUDD ESQ  
 Party1: BENVENUTO TARA MARIE  
 Party2: BENVENUTO TARA MARIE  
 Town: DRESDEN

Recording:

Cover Page	5.00
Recording Fee	40.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
Additional Names	0.50
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00
<b>Sub Total:</b>	<b>195.50</b>
Transfer Tax	
Transfer Tax - State	0.00
<b>Sub Total:</b>	<b>0.00</b>
<b>Total:</b>	<b>195.50</b>

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1368  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

WARNING\*\*\*

\*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a (5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

*Stephanie C. Lemery*

Stephanie C. Lemery  
 Washington County Clerk

Record and Return To:

KIMBERLY A JUDD ESQ  
 737 ROANOKE AVE  
 RIVERHEAD, NY 11901

This form conforms to the Standard n.y.b.t.u. form 8002 - bargain and sale deed, with covenants against grantor=s acts - uniform acknowledgment

Consult your lawyer before signing this instrument - this instrument should be used by lawyers only.

This indenture, made the ~~22nd~~ <sup>6th</sup> day of ~~December~~ <sup>February</sup>, Two Thousand and ~~Eighteen~~ <sup>19</sup> Nineteen (18)

**Tara Marie Benvenuto**, residing at 448 Brewster Hill Road, Brewster, N.Y. 10509

Parties of the first part, and

**Tara Marie Benvenuto**, residing at 448 Brewster Hill Road, Brewster, N.Y. 10509 and **Stephen E. Burns**, residing at 88 Nadel Drive, Riverhead, N.Y. 110901, as **tenants in common**,

Party of the second part

witnesseth, that the party of the first part, in consideration of TEN AND NO/100 DOLLARS and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being IN

See Schedule A annexed for description

BEING and intended to be the same premises conveyed to the party of the first part by Deed dated May 21, 2007 and recorded June 4, 2007 in Book 2382 pages 9 through 12.

TOGETHER WITH ALL RIGHT, TITLE AND INTEREST, IF ANY, OF THE PARTY OF THE FIRST PART IN AND TO ANY STREETS AND ROADS ABUTTING THE ABOVE DESCRIBED PREMISES TO THE CENTER LINES THEREOF; TOGETHER WITH THE APPURTENANCES AND ALL THE ESTATE AND RIGHTS OF THE PARTY OF THE FIRST PART IN AND TO SAID PREMISES; TO HAVE AND TO HOLD THE PREMISES HEREIN GRANTED UNTO THE PARTY OF THE SECOND PART, THE HEIRS OR SUCCESSORS AND ASSIGNS OF THE PARTY OF THE SECOND PART FOREVER.

AND THE PARTY OF THE FIRST PART COVENANTS THAT THE PARTY OF THE FIRST PART HAS NOT DONE OR SUFFERED ANYTHING WHEREBY THE SAID PREMISES HAVE BEEN ENCUMBERED IN ANY WAY WHATEVER, EXCEPT AS AFORESAID.

AND THE PARTY OF THE FIRST PART, IN COMPLIANCE WITH SECTION 13 OF THE Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word party shall be construed as if it read parties whenever the sense of this indenture so requires.

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

In presence of:

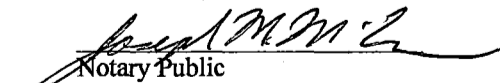
  
TARA MARIE BENVENUTO

STATE OF NEW YORK : COUNTY OF New York ) ss.:

On the 6 day of ~~December~~ <sup>February</sup> 2019, 2018 before me the undersigned personally appeared

Tara Marie Benvenuto

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 capacities, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

JOSEPH M. MCCONNON  
Notary Public, State Of New York  
No. 02MC6089042  
Qualified In New York County  
Commission Expires March 17, 2019

Schedule A

ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Dresden, County of Washington, and bounded and described as follows:

BEGINNING at an iron pipe at the Southeast corner of the lands now or formerly of Neil E. Hannan, Edward J. Hannan, Carol E. Fitzgerald and M. Christine Yule described in Liber 842, Page 326 of the Washington County Clerk's Office and continuing thence South 20 degrees 32 minutes, 34 seconds East a distance of 26.68 feet to a point, thence South 52 degrees, 56 minutes, 35 seconds East a distance of 22.88 feet to a point, thence South 83 degrees, 50 minutes, 00 seconds East a distance of 30.19 feet to a point, thence North 69 degrees, 47 minutes, 10 seconds East a distance of 24.64 feet to a point, thence South 54 degrees, 27 minutes, 31 seconds East a distance of 88.46 feet to a point, thence South 40 degrees, 08 minutes, 57 seconds East a distance of 148.62 feet to a point, thence South 15 degrees, 08 minutes, 36 seconds West a distance of 17.08 feet, thence South 70 degrees, 26 minutes, 09 seconds West a distance of 92.02 feet to an iron rod found, thence North 62 degrees, 22 minutes, 37 seconds West a distance of 90.03 feet to a point, thence North 59 degrees, 31 minutes, 07 seconds West a distance of 239.60 feet to a point, thence North 31 degrees, 33 minutes, 23 seconds East a distance of 5.02 feet to a point, thence North 44 degrees, 24 minutes, 37 seconds West a distance of 89.76 feet to a point, thence North 60 degrees, 54 minutes, 00 seconds East a distance of 39.88 feet to an iron pipe, thence South 50 degrees, 57 minutes, 40 seconds East a distance of 119.77 feet to an iron pipe, thence North 41 degrees, 04 minutes, 20 seconds East a distance of 93.10 feet to the point and place of beginning. Said area containing approximately 1.04 acres ±.

Together with a perpetual easement and right of way to the above described premises, to be used by the Grantees, their heirs and assigns, in common with others over and across the existing roadway bordering on the premises to County Route 6 and/or Lands End Road now existing for the purpose of ingress and egress, reserving to the Grantors, their heirs and assigns, a similar easement over such roadway(s) for the purpose of ingress and egress to other lands of the Grantors.

The premises are sold subject to covenants, agreements, deeded rights, easements for ingress and egress, and restrictions of record and subject to the rules, regulations and ordinances, if any, of the county, school district, town, state or other governmental jurisdiction in which the premises are located.

Together with the right of use in common with others the bathing beach for bathing at Hulett's Landing, pursuant to page two of the Bargain and Sale Deed conveyed to the Hulett's Landing property Owners Civic Association dated September 11, 2004 and filed September 29, 2004 in Book 1799 at page 236 in the office of the Washington County Clerk.

Said beach being more accurately described as: the shoreline of the property conveyed to the Hulett's Landing Property Owners Civic Association by Bargain and Sale Deed dated September 11, 2004, pursuant to page two of the same Bargain and Sale Deed filed September 29, 2004 in Book 1799 at page 236 in the office of the Washington County Clerk.

The premises herein described shall be used exclusively for residential purposes and shall not be used for any commercial or business purpose whatsoever, with the exception that the premises may be rented as a single-family residence. However, the premises may not be used as a boarding house, multi-family residence, or bed & breakfast in any way.

Schedule A (continued)

There shall not be erected on the premises any structure of more than forty (40) feet in height, nor may any improvements be used for the occupation of more than one family. Any ancillary structure will be limited to a one car garage or similar and said ancillary structure can have no living accommodations of any type, i.e., bedrooms, bathrooms, and/or kitchens inside said ancillary structure.

No new structure or expansion of any present structure shall be erected within six (6) feet of the front, rear, or side lot lines of the premises.

The property is to be free of unsightly material. Motor homes may not be placed or stored, parked, or left on the premises. This provision does not apply to a boat, boat trailer and/or canoe of less than 28 feet in length. Also, no open fires for burning leaves, garbage or other materials are permitted. No activities offensive to neighbors or residents of the neighborhood will be engaged in, nor will non-domestic (non-household) animals be kept without the permission of the Grantors, their heirs or assigns.

Additionally, cars or vehicles of campers, fishermen, bathers, or boaters are not be parked on the property, nor is the property to be used in any way to service campers, fishermen, bathers or boaters in any commercial way. This shall not be deemed, nor is it intended, to prohibit the parking of vehicles of guests of the Grantees at the premises hereby conveyed.

There are no express or implied rights to views, whether unobstructed or otherwise, of the lake, mountains, or any other area(s) over adjoining or nearby property. The Grantees, their heirs and assigns, shall not have any right of action or claim against the Grantors, their heirs or assigns for any use by any party of surrounding or nearby property.

It is understood and agreed that Albert J. Kapusinski and George T. Kapusinski, their heirs and assigns expressly reserve the right to use and build on the other lands owned by the Grantors, their heirs and assigns, even though such use o building may obstruct the view the premises now enjoy of Lake George, the mountains, or any other lands.

The premises herein described are situated near a golf course. There is no implied or express warranty or guarantee that such golf course will remain a golf course.

There is no expressed or implied right included herein or elsewhere to dock space and/or for space to park a boat. Likewise, there is not expressed or implied right to use tennis courts or golf courses, to unobstructed views of the lake, mountains, or other scenic areas over adjoining or nearby property; nor shall the Grantees have any right of action or claim against the Grantors, their heirs or assigns for any use by the Grantors of any of their property. It is understood and agreed that the Grantors, their heirs and assigns expressly reserve the right to use and build on other property owned by the Grantors, their heirs and assigns.

All vehicles of the Grantees, their heirs, or assigns, are to be parked on the premises conveyed. There is no express or implied right to park on or over any other property, adjoining or otherwise.

Schedule A (continued)

The property herein conveyed cannot be subdivided for building purposes. The Grantees, their heirs and assigns agree that the only dwelling unit that can be present on the conveyed premises is a one-family house. It is expressly agreed that no multiple dwelling units, or more than one single dwelling unit, will exist on the premises at any time, said covenant to run with the land and to bind the Grantees, their heirs and assigns.

All rights included in this indenture constitute the whole of the rights granted to the Grantees. There are no unwritten or otherwise un-enumerated rights given by the Grantors. There are no implied or express rights granted to Grantees, their heirs and assigns to or for any other property.

Each of the above covenants, restrictions, reservations, and easements are intended for the benefit of the said premises and the owners thereof, and the remaining lands owned by the Grantors and shall run with the land. Any restriction, condition, easement or reservation may be altered, modified or annulled at any time by written agreement by and between the Grantors and the Grantees without first obtaining the consent of the owner of owners of any adjacent premises or other lands. The Grantees agree that there shall be no new, additional or different restrictions or conditions placed upon the premises without the consent in writing of the Grantors.

The premises herein conveyed are depicted as the "Work Shop Lot" on a survey entitled "Map of a Survey Made for The Kapusinski Family," dated 03/28/05, last revised 10/04/05, made by Bolster and Associates Professional Land Surveyor.

This conveyance does not constitute all or substantially all of the assets of the corporation and is made in the ordinary course of business of the corporation. The Certificate of Incorporation of the corporation does not require the consent of the shareholders for this conveyance.

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, his heirs and assigns forever.

AND said party of the first part covenants as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That said party of the first part shall forever WARRANT the title to said premises.

THIRD, That in compliance with Section 13 of the Lien Law, the grantor 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 same for any other purpose.