

Bargain & sale deed, with covenant against grantor's acts - Ind. or Corp.

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

THIS INDENTURE, made the 27 day of January, 2020.

BETWEEN

WOLF SOULE REALTY LLC, a Limited Liability Company duly organized and existing pursuant to the Laws of New York State, with its offices and principal place of business at 18 Lakeview Drive, Riverside, Connecticut, 06878, formerly at 1040 Nine Acres Lane, Mamaroneck, New York 10543,

party of the first part, and

JEFFREY DANIEL SOULE and **REBECCA CHEEKS SOULE**, husband and wife, both residing at 214 Riverside Drive, New York, New York 10025

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the improvements thereon erected, situate, lying and being in the Town of Cairo, County of Greene and State of New York, more particularly described as follows:

PARCEL I

"ALL that certain farm and piece of land situate in the Town of Cairo, County of Greene and State of New York and bounded and described as follows:

On the north by lands formerly of Peter S. Evory, lands of Sarah Scott and lands of Peter Rockerfeller; on the east by the east line of lands of the South Cairo and East Durham Railroad, and lands of Charles Howard; on the south by lands owned or occupied by Jacob Robert and lands of Sarah Stryker; on the west by lands of Benjamin Van Valkenburgh and lands of Sarah Stryker, containing one hundred and seventy five acres, be the same more or less and being a part of the same premises formerly owned by David A. Abeel.

Excepting and reserving all that certain piece, parcel or lot of land situate in the town of Cairo, Greene County, New York, described as follows:

Excepting and reserving all that certain piece, parcel or lot of land situate in the town of Cairo, Greene County, New York, described as follows:

Beginning at a point in the centerline of the road leading to Centerville and in the most westerly line of the lands of Arthur Smith; running S 22° 00' W, 48.0' to a stone wall; running N 76° E, 714.7 feet to the corner of a stone wall; running N 8° 00' W, 34.0 feet to the centerline of said road and running thence westerly along the centerline of said road to the place of beginning.

Subject to the rights of the South Cairo and East Durham Railroad to a strip of land conveyed to it by the parties of the first part, (Abram W. Abeel and Minerva Abeel, his wife) for railroad purposes as per Deed dated February 24, 1882 and recorded in the Greene County Clerk's Office, March 30, 1882 in Book 99 of Deeds at page 92, and also subject to the right of way conveyed by the parties of the first part (Abram W. Abeel and Minerva Abeel, his wife), over said strip of land to Olney J. Morehous by Deed dated March 6, 1889.

Also, excepting a grant made by A.H. Smith and Mrs. A.H. Smith to Catskill Mountain Telephone Company dated April 14, 1924 and recorded July 11, 1924 in Book 237 of Deeds at page 279, also a deed given by Arthur H. Smith and Edith M. Smith, his wife, to Greene County, dated July 19, 1933, recorded August 16, 1933, Book 265 of Deeds at page 209, also a deed given by Arthur H. Smith and Edith M. Smith, his wife, to Greene County dated July 19, 1933 and recorded August 16, 1933 in Book 265 of Deeds at page 210 also a deed by Arthur H. Smith and Edith M. Smith, his wife, to Greene County dated July 19 1933 and recorded August 28, 1933 in Book 265 of Deeds at page 265, all recorded in the office of the Clerk of Green County.

Also excepting and reserving a deed given by Arthur H. Smith and Edith M. Smith his wife to Laurenz Dietsch and Ida Dietsch, his wife, dated July 11, 1921 and recorded July 11, 1921 in Book 227 of Deeds at page 495, containing about one acre of land. Parties of the first part to have possession until March 1, 1946."

Being the same premises conveyed by Walli K. Banta to Walli K. Banta Revocable Trust by deed dated November 25, 1997 and recorded in the Greene County Clerk's Office on December 9, 1997, in Liber 886 at page 16.

PARCEL II

"All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cairo, Greene County, New York, bounded and described as follows:

Commencing at a point marked by an iron pipe driven I the line of a stone wall which runs easterly, the said pipe being 300 feet east from the property line of New York State Highway Route 145, the said wall being generally along the south line of a proposed road, and running thence along the wall and proposed road N 68° 10' E 200 feet to an iron pipe set just north of the wall; thence through an open field S 21° 50' E 200 feet to an iron pipe; thence through an open field S 68° 10' W 200 feet to an iron pipe; thence N 21° 50' W 200 feet to the point and place of beginning, containing 0.92 of an acre of land be the same more or less, all bearings being magnetic as of September 15, 1961, as surveyed by A.S. Harrington, L.S. No. 25840. Said lot being located a uniform distance of 300 feet from the east property line of said State Highway aforesaid.

Conveying also to the party of the second part, her heirs and assigns, a right of way for ingress and egress, with vehicles, on foot and otherwise to be used in common with the parties of the

first part, their heirs and assigns, over said proposed road leading from the aforesaid State highway to and along the northwest boundary of the above described lot to the northeast boundary of said lot, said right of way and proposed road being 50 feet wide throughout its length, the southeast boundary line of which is intended to be the northwest boundary line of the above described lot extended to the line of the said State Highway.

ALSO, all that tract or parcel of land situate, lying and being in the Town of Cairo, County and State aforesaid, bounded and described as follows:

Beginning at an iron pipe marking the southeast corner of the 0.92 acre lot herein described, running thence along the lands of Banta S 21° 50' 400 feet, S 68° 10' W 200 feet, N 21°50' W 400 feet to the pipe at the southwest corner of the said 0.92 acre lot, thence N 68° 10 E along the line of said lot 200 feet to the point and place of beginning, containing 1.84 acres of land, be the same more or less, all bearings being magnetic as of September 15, 1961."

Excepting and reserving the parcel herewith described below as Parcel III.

PARCEL III

"All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cairo, Greene County, New York, bounded and described as follows:

Beginning at an iron pin in the easterly line of Route 145 and the northerly line of Morehouse Road which pin is twenty-five feet east of the center line of Route 145 and 25 feet north of the center line of Morehouse Road, and running thence along the northerly line of Morehouse Road north 67 degrees 39 minutes 45 seconds east 437.96 feet to an iron pin in the westerly line of Holiday Road and the northerly line of Morehouse Road; thence along the westerly line of Holiday Lane north 19 degrees 05 minutes 15 seconds west 306.87 feet to a point;

Thence continuing along the westerly line of Holiday Lane north 10 degrees 35 minutes 15 seconds west 69.11 feet to a point in the line of lands reputedly of Harms;

Thence along lands of Harms south 53 degrees 14 minutes 45 seconds west 66.10 feet;

Thence south 1 degree 13 minutes 45 seconds east 37.34 feet to a point;

Thence south 62 degrees 55 minutes 45 seconds west 64.85 feet to a point;

Thence south 53 degrees 29 minutes 45 seconds west 97.15 feet to a foot bridge across a small brook;

Thence south 34 degrees 37 minutes 45 seconds west 103.77 feet to a point;

Thence south 24 degrees 39 minutes 45 seconds west 184.4 feet to a point;

Thence south 50 degrees 11 minutes 45 seconds west 56.68 feet to a point in the east line of Route 145;

Thence along the east line of Route 145 south 25 degrees 20 minutes 05 seconds east 104.82 feet to the place of beginning.

SAID PREMISES ARE ALSO DESCRIBED BY MORE RECENT SURVEY DESCRIPTION AS FOLLOWS:

PROPOSED DESCRIPTION LANDS OF WOLFE SOULE REALTY, LLC

Beginning at a point marked by an iron pipe found on the easterly bounds of New York State Route 145, said point being on the division line between lands of Michael and Marlene Todaro on the north and parcel herein described on the south; running thence along said lands of Todaro:

N 67° 03' 30" E 126.47' to an iron pipe found and lands of Gaetano and Camilla Forgione; running thence along said lands of Forgione:

N 54° 29' 18" E 266.38' to a point; running thence continuing along said lands of Forgione and thence lands of Paul and Joan Schultz and lands of Melinda L. Tokle:

N 75° 05' 08" E 393.87' to an iron pin found and lands of Amalia Eichinger; running thence along said lands of Eichinger and thence along lands of Radu J. Leichnam and Adela Ware:

S 22° 56' 30" E 373.00' to a #4 rebar with cap (set) and lands of Kathleen Leis; running thence along said lands of Leis:

N 67° 03' 30" E 522.00' to an iron pin found and lands of Micheal Lavin; running thence along said lands of Lavin:

N 22° 56' 30" W 245.00' to a point and lands of Margaret M. Madden; running thence along said lands of Madden:

N 27° 40' 44" W 130.42' to an iron pin found and lands of Tara A. Powell; running thence along said lands of Powell and thence along lands of Frank C. and Irena Algozzine:

N 27° 40' 44" W 211.14' to an iron pin with cap (set) on the southerly side of Morehouse Road (T.H. 101); running thence along the southerly side of said Morehouse Road (T.H. 101) the following two courses and distances:

S 46° 36' 08" E 268.76' to a point; running thence:

S 69° 54' 24" E 105.88' to an iron axle found at the end of a stone wall and lands of Richard Warren; running thence along said lands of Warren and stone wall the following three courses and distances:

S 32° 48' 49" E 235.49' to a point; running thence:

S 22° 42' 32" E 172.17' to a point; running thence:

S 13° 08' 22" E 264.01' to an iron pin found in a stone wall corner and lands of Steven and Margaret McCormack; running thence along said lands of McCormack the following two courses and distances:

S 74° 16' 05" W 22.57' to a point at the end of a stone wall; running thence continuing along said stone wall:

S 08° 03' 23" E 221.17' to an iron pin found and lands of Richard Rodriguez; running thence along said lands of Rodriguez and stone wall the following two courses and distances:

S 08° 43' 50" E 291.87' to a point; running thence:

S 17° 43' 31" E 388.79' to an iron pin found in a stone wall corner; running thence continuing along said lands of Rodriguez and thence along lands of Martin & Jean Pietrusiewicz:

N 59° 53' 30" E 546.51' to a point; running thence along said lands of Pietrusiewica and the lands of an unknown owner:

S 01° 10' 35" E 257.41' to a point; running thence continuing along the lands of the unknown owner:

S 24° 20' 37" W 429.49' to a point; running thence continuing along the lands of unknown owner and thence along lands of Edward and Martha Hoffman:

S 27° 12' 51" E 1,791.30' to an iron pipe found and lands reputedly of Eric H. Rieker; running thence along said lands reputedly of Eric H. Rieker and thence along lands of Eric H. Rieker:

S 62° 47' 09" W 607.20' to a point; running thence continuing along said lands of Rieker:

N 54° 19' 22" W 118.18' to a point on the centerline of the Remsen Creek; running thence along said centerline of the Remsen Creek, for a distance of 660'+/- to a point, said course having a mathematical tieline of:

N 88° 05' 57" W 609.21' running thence continuing along said lands of Eric H. Rieker the following two courses and three distances:

N 04° 06' 13" E 95.65' to an iron pin with cap (set); running thence:

S 74° 11' 59" W 196.72' to an iron pipe found; running thence continuing to and along a stone wall:

S 74° 11' 59" W 347.47' to a concrete highway monument found on the aforementioned easterly bounds of New York State Route 145; running thence along said easterly bounds of New York State Route 145 the following seven courses and distances:

N 14° 39' 58" W 588.62' to a concrete monument found; running thence:

N 15° 21' 28" W 403.66' to a concrete monument found; running thence:

N 22° 20' 14" W 299.48' to a concrete monument found; running thence:

N 20° 18' 57" W 820.93' to a concrete monument found; running thence:

N 23° 08' 23" W 382.24' to a concrete monument found; running thence:

N 20° 48' 18" W 280.10' to an iron pipe found; running thence:

N 22° 57' 43" W 668.22' to the point and place of beginning.

Containing 125.106 acres of land, as shown on a survey map prepared by Santo Associates as Drawing Number CG6664, dated 07/09/07, and last revised 09/07/07.

SUBJECT TO covenants, easements, restrictions, rights of way, grants and appropriations of record, if any.

BEING the same premises described in a Deed from Theodore Banta, III as Grantor, to Wolf Soule Realty LLC as Grantee dated September 28, Two Thousand Seven and recorded in the Greene County Clerk's Office on October 2, 2007, Bk: 1267, pg: 86, as Document Number: 2007-00007306.

Tax Map ID# SBL# 66.00-6-66

Street Address: 128 W. Morehouse Road, Cairo, NY 12413

**THIS CONVEYANCE IS MADE IN THE REGULAR
COURSE OF BUSINESS OF THE GRANTOR; IS A
CONVEYANCE OF ALL OR SUBSTANTIALLY ALL THE
GRANTOR'S ASSETS; AND THE MEMBERS/MANAGERS
OF GRANTOR LIMITED LIABILITY COMPANY HAVE
DULY AUTHORIZED THIS CONVEYANCE.**

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.

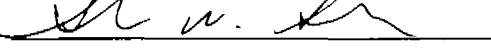
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of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

WOLF SOULE REALTY LLC

BY:  L.S.
SANDRA W. SOULE, Member

UNIFORM FORM OF ACKNOWLEDGMENT

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

On the _____ day of January, in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared **SANDRA W. SOULE**, 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.

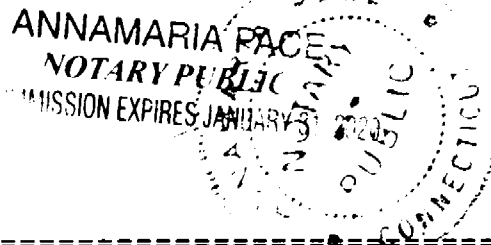
Notary Public

UNIFORM FORM OF ACKNOWLEDGMENT OUT OF STATE

State of Connecticut)ss.: *Stamford*
County of Fairfield)

On the 24th day of January in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared **SANDRA W. SOULE**, 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, and that such individual(s) made such appearance before the undersigned in the City/Village Community of Riverside, Town of Greenwich, County of Fairfield and State of Connecticut.

Anna Maria Pace
Notary Public



**Bargain & Sale Deed
With Covenant Against Grantor's Acts**

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WOLF SOULE REALTY LLC

-to-

JEFFREY DANIEL SOULE and REBECCA CHEEKS SOULE

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RECORD AND RETURN TO:

JOSEPH L. CANINO, ESQ.
P. O. BOX 4380 - 90 ST. JAMES STREET
KINGSTON, NEW YORK 12402

TEL. (845) 338-4500