

Rensselaer County
Frank J Merola
County Clerk
Troy, New York 12180



60 2010 00354407

Volm-5432 Pg-346

Instrument Number: 2010- 00354407

As
Deed

Recorded On: April 08, 2010

Parties: JOHNSTON WILLIAM C
To
BRUNDIDGE JAY

Billable Pages: 3

Recorded By: HOLBROOK & JOHNSTON

Num Of Pages: 4

Comment:

**** Examined and Charged as Follows: ****

Deed	55.00	Coversheet	5.00	RP5217 Commercial	250.00
TP584 Affidavit	5.00				
Recording Charge:	315.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	100.00	25,000.00	RS 2631	Basic	0.00
HOOSICK				Local	0.00 Special Additional 0.00
				Additional	0.00 Transfer 100.00
Tax Charge:	100.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

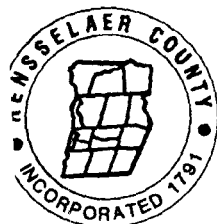
I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Rensselaer County, NY

File Information:

Document Number: 2010- 00354407
Receipt Number: 619184
Recorded Date/Time: April 08, 2010 04:23:10P
Book-Vol/Pg: Bk-R VI-5432 Pg-346
Cashier / Station: C O / Cashier Station 2

Record and Return To:

HOLBROOK & JOHNSTON
12 MAIN STREET
PO BOX 146
HOOSICK FALLS NY 12090



Frank J. Merola
Rensselaer County Clerk

N.Y. Warranty Deed with Lien Covenant

THIS INDENTURE made the 14 day of April, in the year Two Thousand and Ten

BETWEEN

WILLIAM C. JOHNSTON, residing in Hoosick Falls, New York, with mailing address of: P O Box 146, Hoosick Falls, New York 12090,

party of the first part, and

JAY BRUNDIGE, residing at Route 346, Town of Petersburg, New York 12138,

party of the second part,

WITNESSETH that the party of the first part, in consideration of ONE and NO/100 DOLLARS (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do hereby grant and release unto the party of the second part, his heirs and assigns forever.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Hoosick, County of Rensselaer and State of New York, bounded and described as follows:

BEGINNING at a point on the 1936 northwesterly highway line of County Route 100 (Breese Hollow Road, Map No. 8, Parcel B-Bk. 570, Pg. 431) at its point of intersection with the division line between lands on the northeast now or formerly of Jamie E. Philpott and Rae M. Philpott (Roll 35, Frame 1067 & Roll 67, Frame 1814) and lands on southwest of Williams C. Johnston (Bk. 3933, Pg. 156) and runs thence from said point of beginning, N. 19°-37'-30" W., along said division line and generally along wire fence remains the following distances, 0.50 feet to an existing 5/8" capped iron rod, 609.81 feet to an existing 3/4" capped iron rod and 264.73 feet along the northwesterly line of lands now or formerly of Michael Philpott and Sue Philpott (Bk. 668, Pg. 238) to an existing 5/8" capped iron rod, total distance being 875.04 feet; thence, S. 70°-26'-40" W., continuing along lands of said Michael and Sue Philpott and the southeasterly line of lands now or formerly of Tadd McLaughlin and Shane McLaughlin (Bk. 282, Pg. 34) and generally along wire fence remains, 724.92 feet to an iron rod set; thence, S. 22°-47'-15" E., through the lands of Johnston and along the northeasterly line of Lot 2 the following distances, 1028.32 feet to an iron rod set and 216.00 feet to an iron rod set, total distance being, 1244.32 feet; thence, N. 49°-51'-15" E., along the northwesterly highway line of County Route 100, said highway line being 25 feet from and parallel to the existing centerline of said road, 323.14 feet to an existing 3/4" capped iron rod; thence, along lands now or formerly of Daryl T. Cipperly and Polly E. Gallipo (Roll 89, Frame 2250), N. 44°-01' W., 145.77 feet to an existing 3/4" capped iron rod; thence, N. 54°-08'-30" E., 431.04 feet to the point of beginning. Containing 16.64 ± acres of land, more or less. (Also being Lot 3 as shown on Survey of William A. Wiley, PLS, last revised on February 2, 2010 and filed in the Rensselaer County Clerk's Office on March 5, 2010.

The bearings contained herein are based on Grid North for the East Zone of New York State (True North at 74°-20' West Longitude), as determined from solar observations from a field survey dated

December 29, 2006 by William A. Wiley, Land Surveyor.

All iron rods set are 3/4" diameter reinforcing rods with marked aluminum caps.

TOGETHER WITH any right, title or interest the party of the first part may have to any land lying between the centerline and the above described highway line of County Route 100 (Breese Hollow Road).

SUBJECT TO the rights of the Public to County Route 100 for highway purposes.

TOGETHER WITH an easement for the location, extension and construction of overhead and/or underground residential utility service for electric and telephone utility service from the current location of the same on lands of Daryl T. Cipperly and Polly E. Gallipo as conveyed to them by deed recorded in the Rensselaer County Clerk's Office in Roll 89 of Deeds at Frame 2250 which easement was granted to the grantor herein by Daryl T. Cipperly and Polly E. Gallipo and dated January 22, 2007 and recorded in the Rensselaer County Clerk's Office on January 30, 2007, in Book 3937 of Deeds at Page 102.

SUBJECT TO an easement for the location, extension, and construction of residential overhead and/or underground electric and telephone utility service under, over and/or across Lot 3 as shown on the aforesaid survey and map filed with the Rensselaer County Clerk's Office as Map #2007, which easement shall be 50 feet in width and shall follow the southern boundary line of Lot 3 on the course south 40° 51' 15" West along the northerly line of Breese Hollow Road, a/k/a County Route 100 as Lot 3 fronts on the same. Provision is also made herein for the anchoring of said utility poles outside the easement width, if necessary. This easement shall be for the mutual benefit of Lots 1, 2 and 3, and shall further be for the benefit of Niagara Mohawk Power Corporation and/or National Grid and Verizon, New York, Inc.

The above described lot and Lots 1 and 2 in the Breese Hollow Views Subdivision are conveyed subject to the restrictions, which restrictions shall run with the land: No lot shall be further subdivided; the placement of single or doublewide homes shall be prohibited; no lot shall be used for the storage of junk or a junkyard; no more than one (1) single family residence shall be constructed on any Lot; no lot shall be used for commercial purposes except for a home occupation; all septic systems shall be designed and installed in accordance with Rensselaer County Department of Health Regulations.

BEING a part of premises conveyed by William F. Cipperly Sr. to the grantor herein by deed dated January 12, 2007, and recorded in the Rensselaer County Clerk's Office on January 26, 2007 in Book 3933 of Deeds at Page 156.

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 the party of the first will forever Warrant the title to said premises.

THIRD, that in compliance with Sec. 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 the same for any other purpose.

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

IN PRESENCE OF

George Tate

William C. Johnston
WILLIAM C. JOHNSTON

STATE OF NEW YORK) ss.:
COUNTY OF RENSSELAER)

On the 15th day of April, in the year 2010, before me, the undersigned, personally appeared WILLIAM C. JOHNSTON, 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.

George Tate
Notary Public

GEORGE TATE
Notary Public, State Of New York
Qualified in Rensselaer County
Commission Expires August 31, 2013

RECORD & RETURN TO:
Holbrook, Johnston & Tate
12 Main Street
P.O. Box 146
Hoosick Falls, NY 12090