



**Schoharie County Clerk
284 Main Street
Schoharie, NY 12157**

Return to:

MR AND MRS JAMES W EKBERG
40 LUMUR DR
SAYVILLE NY 11782

Instrument Deed

Document Number: 463989 Book: 826 Page: 269 Town: Gilboa

Grantor

NEW YORK LAND & LAKES INC

Grantee

EKBERG, JAMES W
EKBERG, KATHLEEN C

Number of Pages: 6

Amount \$149900.00

Filing Date/Time 12/19/2006 at 3:03 PM

Receipt Number 38379

Transfer Tax Receipt

Schoharie County Clerk Received:

Trans Tax # 682

.....\$600.00

Note:

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316A(5)&
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH.

Lawrence J Caza

Lawrence J Caza, Deputy, County Clerk

WARRANTY DEED

Schoharie County Clerk
Document Number 463989
Rec'd 12/19/2006 3:03:45 PM

THIS INDENTURE

Made the 15th day of December, 2006

BETWEEN: NEW YORK LAND & LAKES, INC., a corporation organized and existing under the laws of the State of New York, having a principal place of business at 839 State Highway 7, Unadilla, New York 13849,

Party of the first part, and

JAMES W. EKBERG and KATHLEEN C. EKBERG, his wife, both residing at 40 Lumur Drive, Sayville, New York 11782,

Party of the second part

WITNESSETH, that the party of the first part, in consideration of ONE AND 00/100 Dollars (\$1.00) lawful money of the United States, and 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 piece or parcel of land situate, lying and being in the Town of Gilboa, County of Schoharie and State of New York, known and designated as Lot #10 on a map and survey prepared by Paul B. Koerts, Professional Land Surveyor #49580 dated July 13, 2004, "Final Plat Subdivision of Pine Island Farm Section 1 Blackberry St, So. Gilboa Rd & Kemper Mountain Rd Tax Map No. -198-1-16.4, 189-2-1.11 & 2.11", and filed in the Schoharie County Clerk's Office on June 29, 2005 as Map #4685.

Subject to a utility easement from New York Land and Lakes to New York State Electric & Gas Corporation acknowledged August 1, 2005.

Being the same easement granted to Jerome J. Gauthier as Trustee of the Jerome J. Gauthier Revocable Trust by Prospect Farms, Inc. by deed filed in the Schoharie County Clerk's office in Liber 650 of Deeds at Page 40.

Subject to all covenants, conditions, restrictions, agreements, easements and rights-of-way of record and/or as shown on abovementioned filed subdivision map.

Subject to the following covenants and restrictions:

1) Upon the acceptance and filing of a deed to any Grantee in the Pine Island Farm Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Pine Island Farm Property Owners' Association, Inc. b) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. for ingress and egress to and from Blackberry Street to the Grantee's lot and for the installation and maintenance of utilities to Grantee's lot; c) have the right to use the property of the Pine Island Farm Property Owners' Association, Inc. designated as the "Common Area" and Mayham Pond; and d) pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Pine Island Farm Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Pine Island Farm Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Pine Island Farm Property Owners' Association, Inc. Said charge may be increased or decreased by the Pine Island Farm Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable

rules and regulations of the Pine Island Farm Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described therein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay the Pine Island Farm Property Owners' Association, Inc., its successors and assigns all charges past, present or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.

2) Grantee agrees to keep the premises in good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.

3) The premises conveyed shall only be used for single family homes. No commercial use of the property, except in home offices for the practice of a profession, shall be allowed. Only one dwelling shall be allowed on each parcel. Said dwelling shall consist of at least 1,000 square feet of enclosed living space. All uses to be in compliance with the Town of Gilboa local laws in effect.

4) Single wide and double wide mobile homes are not allowed. Modular homes are allowed.

5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed 30 days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the 30 day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.

6) No parcel may be further subdivided.

7) Individual lot owners are responsible for obtaining the necessary state and local permits for buildings, wells, and septic systems.

8) All driveway crossings and culvert sizes along municipal highways shall be approved by the appropriate Highway Superintendent prior to beginning construction of a driveway.

9) No water craft powered by any internal combustion engine shall be operated, maintained or launched on Mayham Pond. Electric powered boats shall be allowed.

10) For lake front parcels only: No live trees over six (6) inches in diameter may be cut or removed within one hundred (100) feet of Mayham Pond.

11) For as long as any portion of the property described in this deed is subject to regulation under Article 24 (the Freshwater Wetlands Act) of the Environmental Conservation Law of the State of New York (ECL), there shall be no construction, grading, filling, excavating, clearing or other related activity as defined by Article 24 of the Environmental Conservation Law on this property within the freshwater wetland area or 100 foot adjacent area as shown on the Final Subdivision Plat at anytime without having first having secured the necessary permission and permit required pursuant to the above noted Article 24. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

12) If any portion of the property described in this deed is subject to regulation under Federal Wetland Laws or Federal Laws pertaining to Waters of the United States, any construction, grading, filling, excavating, clearing or other regulated activity undertaken within these wetlands or waters which exceeds the minimum threshold requirements as defined by these laws, may require a permit from the Department of the Army, New York District, Corps of Engineers, Albany Field Office, 1 Bond Street, Troy, New York 12180. (518) 270-0588. This restriction shall bind the Grantee's, their successors and assigns and shall be expressly set forth in all subsequent deeds to this property.

13) No construction, grading, filling, excavating or similar activity is allowed within 100 feet of any water course without first having secured the necessary permission or permit from the NY State Department of Environmental Conservation or NY City Department of Environmental Protection if such permission or permit is required.

14) No watercourse shall be blocked or diverted so as to cause material damage to any lot in this subdivision or to any neighboring property.

15) These protective covenants are to run with the land and shall be binding upon New York Land & Lakes, Inc. and all persons claiming under it. The invalidation of any one of the Protective Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. The Protective Covenants may be enforced by New York Land & Lakes, Inc., the Pine Island Farm Property Owners' Association Inc., the Town of Gilboa, or the owner of any parcel within the subdivision. If New York Land & Lakes, Inc. brings an action to enforce any of these Protective Covenants, the violator must pay all costs and expense of such action, including reasonable attorney's fees.

Also subject to the following additional covenants and restrictions:

(A) The new owner herein hereby acknowledges, covenants, warrants and represents that grantee shall install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the Stormwater Pollution Prevention Plan, which Stormwater Pollution Prevention Plan is hereby incorporated by reference herein.

(B) The installation and maintenance of the erosion controls and stormwater management facilities shall be for the benefit of the owners of the Pine Island Subdivision, Consumers of the New York City drinking water supply system.

(C) The new owner's obligation to install and maintain any and all erosion controls and stormwater management facilities on the premises in accordance with the above referenced Stormwater Pollution Prevention Plan shall be perpetual, shall run with the land and shall be binding on the new owner's heirs, successors and assigns.

(D) The new owner hereby covenants, warrants and represents that any lease, mortgage, subdivision or other transfer of the Pine Island Subdivision, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of erosion control and stormwater management facilities and any deed, mortgage or other instrument of conveyance shall specifically refer to the aforementioned Stormwater Pollution Prevention Plan and shall specifically state that the interest thereby conveyed is subject to the covenants and restrictions contained herein.

(E) Prior to conveying title to the Pine Island Subdivision, the applicant shall submit to the New York City Department of Environmental Protection a proposed Deed containing the aforementioned real covenants and restrictions. An appropriate

sample form is available from the Department upon request.

The grantee herein hereby executes this Deed to acknowledge receipt of a copy of the aforementioned Stormwater Pollution Prevention Plan as well as a copy of the six (6) page Stormwater Pollution Prevention Plan Determination dated May 24, 2005 from The New York City Department of Environmental Protection to New York Land and Lakes and the certification by contractor form attached thereto.

The Grantee herein also executes this Deed to acknowledge acceptance of the terms of this Indenture.

Being a portion of premises conveyed to New York Land & Lakes, Inc. from Jerome J. Gauthier, as Trustee of the Jerome J. Gauthier Revocable Trust dated April 2, 1992 and as set forth in the Amendment and Restatement of the Jerome J. Gauthier Revocable Trust dated April 16, 2001 by Deed dated September 15, 2004 and recorded in the Schoharie County Clerk's Office September 21, 2004 in Liber 770 of Deeds at page 87.

This conveyance by the grantor is in the normal course of its business and does not represent all or substantially all of the assets of the said grantor.

TOGETHER with the appurtenances and all the estate and right 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 and assigns forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

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

THIRD, That the said premises are free from encumbrances;

FOURTH, That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH, That the party of the first part will forever WARRANT the title to said premises;

SIXTH, 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 purposes of paying the cost of the improvement before using any part of the total of the same for any purpose.

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

James W. Ekberg
James W. Ekberg
Kathleen C. Ekberg
Kathleen C. Ekberg

NEW YORK LAND & LAKES, INC.

BY: *[Signature]*
Robert Lesperence, President

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

On the 15th day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT LESPERENCE, 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.

[Signature] DONNA VANDERMARK
Notary Public Notary Public, State of New York
01VA5081798
STATE OF NEW YORK) ss.:
) Qualified in Delaware County
COUNTY OF GREENE) Commission Expires 7/14/07

On the 15th day of December in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES W. EKBERG and KATHLEEN C. EKBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

[Signature]
Notary Public

RECORD AND RETURN TO:
Mr. and Mrs. James W. Ekberg
40 Lumur Drive
Sayville, New York 11782

NOTARY
State of New York
Delaware County
43987