

STATE OF NEW YORK
SUPREME COURT COUNTY OF FULTON

NORTHERN PINE COVE LLC,

Plaintiff,

v.

PETER MENGhini, NANCY MENGhini, ADAM
MATTHEWS, KEVIN SNELL, JILL SNELL, SCOTT
STOWELL, DIANA STOWELL, PETER LOZIER, LAUREN
LOZIER, LIPING WANG, JEFFREY MARLER, JAMES
STEWART, KATHY STEWART, CAROL TANNER,
NANCY SCHREHER, WILLIAM SCHREHER, RICHARD
FISCHER, ROBERT FISCHER, NANCY MYERS, E.
DAVID FINK, BIG THUNDER LLC, WILLIAM
HOHMANN, DONALD HOHMANN, DAVID HOHMANN,
CRAIG IVANCIC, JOHN IVANCIC, RUTH IVANCIC,
SUSANNE COLLINS, ROBERT BURNS, AGATHA
BURNS, AND TIFFANY PUTMAN,

Defendants.

SUMMONS

Index No.

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon Plaintiff's attorneys an Answer to the Verified Complaint in this action within twenty (20) days after the service of this Summons, exclusive of the date of service, or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

Pursuant to CPLR § 507, the basis of venue designated is the location of the real property which is the subject of this action.

Dated: August 24, 2022

BOND, SCHOENECK & KING, PLLC

By: 

Nolan T. Kokkoris, Esq.

Brody D. Smith, Esq.

Attorneys for Plaintiff

One Lincoln Center

Syracuse, New York 13202-1355

Telephone: (315) 218-8279

STATE OF NEW YORK
SUPREME COURT COUNTY OF FULTON

NORTHERN PINE COVE LLC,

Plaintiff,

v.

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SUSANNE COLLINS, ROBERT BURNS, AGATHA
BURNS, AND TIFFANY PUTMAN,

Defendants.

VERIFIED COMPLAINT

Index No.

Plaintiff Northern Pine Cove LLC (“Plaintiff” or “Northern Pine”), by and through its
attorneys Bond, Schoeneck & King, PLLC, alleges as follows:

PARTIES

1. Plaintiff is a limited liability corporation organized and existing under the laws of
the State of New York with a business address of 300 County Highway 111, Caroga Lake, New
York 12032. David Falvo is the sole member of Northern Pine Cove LLC.

2. Plaintiff is the owner in fee simple of certain real property known as Fulton County
Tax Map Parcel 68.5-2-2 (the “Northern Pine Parcel”). Plaintiff acquired title from Jung Realty
Corp. by deed dated May 6, 2021 and recorded with the Fulton County Clerk on May 7, 2021 as
Instrument Number 2021-67267. A copy of this deed is attached hereto as **Exhibit “A”**.

3. Upon information and belief, Defendants Peter Menghini and Nancy Menghini are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-29, more commonly known as 304 County Highway 111, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "B"**.

4. Upon information and belief, Defendant Adam Matthews is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-27, more commonly known as 314 County Highway 111, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "C"**.

5. Upon information and belief, Defendants Kevin Snell, Jill Snell, Scott Stowell and Diana Stowell are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-26, located on County Highway 111, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "D"**.

6. Upon information and belief, Defendants Peter Lozier and Lauren Lozier are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-25, located on County Highway 111, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "E"**.

7. Upon information and belief, Defendant Liping Wang is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-21, more commonly known as 332 County Highway 111, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "F"**.

8. Upon information and belief, Defendant Jeffrey Marler is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-19, more commonly known as 340 County Highway 111,

Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "G"**.

9. Upon information and belief, Defendants James Stewart and Kathy Stewart are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-30, more commonly known as 102 Channel Road, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "H"**.

10. Upon information and belief, Defendant Carol Tanner is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-20, more commonly known as 114 Channel Road, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "I"**.

11. Upon information and belief, Defendants Nancy Schreher and William Schreher are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-3, more commonly known as 159 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "J"**.

12. Upon information and belief, Defendants Richard Fischer and Robert Fischer are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-4, more commonly known as 155 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "K"**.

13. Upon information and belief, Defendants Nancy Myers and E. David Fink are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-5, more commonly known as 151 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "L"**.

14. Upon information and belief, Defendant Big Thunder LLC is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-6, more commonly known as 145 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "M"**.

15. Upon information and belief, Defendants William Hohmann, Donald Hohmann and David Hohmann are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-8, more commonly known as 141 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "N"**.

16. Upon information and belief, Defendant Craig Ivancic is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-9, more commonly known as 139 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Upon information and belief, Defendants John Ivancic and Ruth Ivancic hold a life estate in the aforementioned property. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "O"**.

17. Upon information and belief, Defendants John Ivancic and Susanne Collins are owners in fee simple of Fulton County Tax Map Parcel 68.5-2-10, more commonly known as 133 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "P"**.

18. Upon information and belief, Defendants Robert Burns and Agatha Burns are owners in fee simple of Fulton County Tax Map Parcels 68.5-2-11 and 68.5-2-13.5, more commonly known as 119 Kasson Drive, Town of Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "Q"**.

19. Upon information and belief, Defendant Tiffany Putman is owner in fee simple of Fulton County Tax Map Parcel 68.5-2-24, more commonly known as 103 Kasson Drive, Town of

Caroga, County of Fulton, State of New York. Pictures showing this property's encroaching dock are attached hereto as **Exhibit "R"**.

JURISDICTION AND VENUE

20. Jurisdiction is proper in New York Supreme Court, Fulton County, pursuant to CPLR § 301 and 302(a)(4), since Defendants own and/or possess real property situated within the State of New York.

21. All of the real property heretofore referenced is located in the County of Fulton and venue in this Court is therefore proper.

FACTUAL BACKGROUND

22. The Northern Pine Parcel consists of approximately 40.9 acres of land in the Town of Caroga and includes, among other things, land beneath creeks known as Blue Heron Cove and Canada Lake Inlet.

23. The approximate boundaries of the Northern Pine Parcel are shown in the Fulton County tax map, attached hereto as **Exhibit "S"**.

24. During the course of purchasing the Northern Pine Parcel, Plaintiff learned that owners of neighboring properties maintain docks that encroach upon Plaintiff's property.

25. Despite Plaintiff, and Plaintiff's grantor, holding clear title to the land beneath Blue Heron Cove and Canada Lake Inlet, Defendants or their predecessors in interest caused to be constructed docks at each of their respective properties that encroach upon the Northern Pine Parcel.

26. Upon information and belief, Defendants have maintained the encroaching docks on the Northern Pine Parcel at all times since Plaintiff's acquisition thereof. Images of the

encroaching docks on each of the Defendants' respective properties are annexed hereto as Exhibits B-R.

27. Upon taking title to the Northern Pine Parcel, Mr. Falvo sent a letter, dated May 6, 2021, to Defendants advising Defendants, *inter alia*, that their docks encroached on private property owned by Plaintiff. A copy of this letter is attached as **Exhibit "T"**.

28. In an effort to maintain amicable relations with its new neighbors, Mr. Falvo communicated that he was willing to enter into an access agreement with Defendants to allow Defendants to continue to maintain their encroaching docks for a nominal annual fee, and requested that Defendants contact Mr. Falvo to provide information regarding any existing encroaching structures.

29. Specifically, Mr. Falvo requested that anyone wishing to maintain access provide him with information regarding the number of docks, dock measurements, decks or other structures within setback with total square footage, number of lifts, boats, PWC or other watercraft. *See* Exhibit T.

30. Defendants did not cooperate with this request and Mr. Falvo received no responses to his letter. This prompted Plaintiff to seek out counsel and retain Bond, Schoeneck & King, PLLC ("Bond") as attorneys for Mr. Falvo and Northern Pine.

31. A second letter was sent out by Plaintiff's counsel on or about April 25, 2022. This letter again advised the Defendants that their docks encroached upon the Northern Pine Parcel and requested that the Defendants execute the license agreement enclosed with the letter to permit continued use of the Northern Pine Parcel. Copies of the letters that were mailed to Defendants and the license agreement that accompanied it are attached hereto as **Exhibit "U"** and **Exhibit "V"**, respectively.

32. Defendants again refused to comply with Plaintiff's request and continued to maintain their encroaching docks on Plaintiff's property without Plaintiff's permission.

33. To date, neither Mr. Falvo, Plaintiff, nor Plaintiff's attorneys have received an executed agreement from any of the Defendants.

34. In addition to the encroachment, several defendants are also in violation of a duly recorded deed restriction which provides that "no building or structure shall be erected or maintained upon said premises at a distance less than 30 feet from the high water mark of the East Canada Lake Inlet" (the "Restriction"). Upon information and belief, the parcels bound by this Restriction are Tax Map Parcel 68.5-2-6, owned by Big Thunder LLC, Tax Map Parcel 68.5-2-10, owned by John Ivancic and Susanne Collins, and Tax Map Parcels 68.5-2-11 and 68.5-2-13.5, owned by Robert Burns and Agatha Burns. The Restriction on these parcels is evidenced in the recorded deeds for each property. Copies of the pertinent deed pages are attached hereto as **Exhibit "W"**.

35. Upon information and belief, defendants Big Thunder LLC, John Ivancic, Susanne Collins, Robert Burns and Agatha Burns are and have been aware of the Restriction on their respective properties, if not through actual notice, by virtue of constructive notice.

36. As successor in interest to Jung Realty Corp., Plaintiff has standing to enforce the Restriction.

37. As a result of Defendants' encroaching docks, Northern Pine has been and will in the future be deprived of the full use and enjoyment of the Northern Pine Parcel.

38. Likewise, Northern Pine has suffered damages and will continue to suffer damages as a result of Defendants' encroachments.

39. By way of example, Northern Pine's damages include, but are not limited to, the expenditure of time, energy and money to protect its rights in the premises, loss of rent for the duration of Defendants' trespass, and costs associated with restoration and remediation of the Northern Pine Parcel. The amount of Northern Pine's damages are reasonably estimated to be in excess of \$100,000.

AS AND FOR A FIRST CAUSE OF ACTION

(Removal of Encroaching Structure - RPAPL § 871)

40. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 39 as if fully set forth herein.

41. Plaintiff is now and has been since May 6, 2021 lawfully seized of an estate in fee simple in and to the Northern Pine Parcel, as heretofore defined.

42. Upon information and belief, Defendants are each owners of docks situated upon the Northern Pine Parcel. Each of these docks have been constructed and maintained on the premises without the consent of Plaintiff and constitute unlawful encroachments upon the premises.

43. By reason of the encroaching docks, Plaintiff has been and will in the future be deprived of the full use and enjoyment of the Northern Pine Parcel, and has thereby suffered and will in the future suffer damages thereby.

44. The injuries complained of are consistent and continuous and unless abated Plaintiff will suffer irreparable injury, which injury will be continuous, and to obtain any redress at law Plaintiff will necessarily be involved in continued and interminable litigation with the Defendants and will suffer continuing injuries for which damages or final orders in successive actions at law will afford no adequate relief.

AS AND FOR A SECOND CAUSE OF ACTION**(Enforcement of Easement - RPAPL § 2001)**

45. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 44 as if fully set forth herein.

46. The Restriction upon the parcels identified in paragraph 34 above was duly recorded and runs with the land underlying each parcel.

47. The Restriction remains a valid and enforceable interest affecting title to the underlying lot of land and is part of the real property interests acquired by Plaintiff and the respective defendants.

48. Upon information and belief, defendants Big Thunder LLC, John Ivancic, Susanne Collins, Robert Burns and Agatha Burns had actual or constructive notice of the existence of the Restriction at the time of acquiring their respective parcels.

49. The construction and maintenance of docks on these parcels represents an express violation of the Restriction.

AS AND FOR A THIRD CAUSE OF ACTION**(Trespass)**

50. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 49 as if fully set forth herein.

51. Defendants intentionally entered onto and encroached upon Plaintiff's real property without justification or permission.

52. The unauthorized erection and maintenance of encroaching docks on Plaintiff's property by the Defendants constitutes a continuing trespass onto Plaintiff's property.

53. As a result of the foregoing, Defendants have deprived Plaintiff of the full use and enjoyment of the premises owned by Plaintiff, and Plaintiff has suffered damages thereby. Plaintiff's damages include, by way of example, the expenditure of time, energy and money to protect its rights in the premises, loss of rent for the duration of the trespass, and costs associated with restoration and remediation of Plaintiff's property.

54. Plaintiff will continue to suffer damages as a result of the Defendants' continuing trespass.

55. The actions of the Defendants render them liable to Plaintiff in an amount to be determined by the Court but reasonably believed to be in excess of \$100,000.

56. Plaintiff is further entitled to punitive damages as a result of Defendants' willful failure to remove the encroaching structures from Plaintiff's property despite timely and repeated notice of such encroachment.

WHEREFORE, Plaintiff respectfully demands judgment granting the following relief:

- i. An injunction requiring (a) that the Defendants be restrained by injunction from maintaining or using the encroaching docks and (b) removal of all encroaching structures from the Northern Pine Parcel;
- ii. A declaratory judgment that the Restriction on the parcels identified in paragraph 34 above is valid and enforceable;
- iii. An injunction directing that defendants Big Thunder LLC, John Ivancic, Susanne Collins, Robert Burns and Agatha Burns remove all structures in violation of the Restriction and restore their parcels to compliance with the Restriction;

iv. An award of money damages in an amount to be determined by the Court to compensate Plaintiff for damages sustained as a result of Defendants' trespass and encroachment upon Plaintiff's property, such damages reasonably believed to exceed \$100,000;

v. An award of punitive damages in such amount as this Court deems appropriate; and

vi. Such further and additional relief that this Court deems just and proper, together with the costs and disbursements of this action.

Dated: August 10, 2022

BOND, SCHOENECK & KING, PLLC

By: 

Nolan T. Kokkoris, Esq.

Brody D. Smith, Esq.

Attorneys for Plaintiff

Office and P.O. Address

One Lincoln Center

Syracuse, New York 13202-1355

Telephone: (315) 218-8279


VERIFICATION

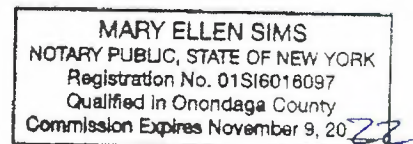
STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

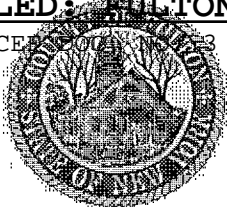
David Falvo, being duly sworn, deposes and says that deponent is the sole member of Northern Pine Cove, LLC, the Plaintiff in this action, that deponent has read the foregoing Verified Complaint and knows the contents thereof, that the same is true to the knowledge of deponent, except as to such matters which are stated to be alleged on information and belief, and as to those matters deponent believes it to be true.


David Falvo

Sworn to before me this
10 day of August, 2022.


Notary Public

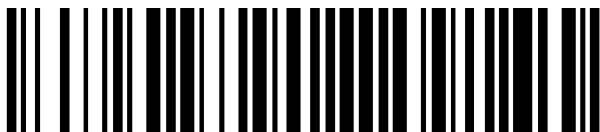




FULTON COUNTY – STATE OF NEW YORK
LINDA KOLLAR, COUNTY CLERK
223 West Main Street, Johnstown, NY 12095

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2021-67267

Receipt#: 2021449176

Clerk: JA

Rec Date: 05/07/2021 04:03:09 PM

Doc Grp: RP

Descrip: DEED

Num Pgs: 4

Rec'd Frm: BLLB-ALBANY

Party1: JUNG REALTY CORP

Party2: NORTHERN PINE COVE L L C

Town: CAROGA

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 315.00

Transfer Tax	
Transfer Tax	88.00

Sub Total: 88.00

Total: 403.00

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

***** Transfer Tax *****

Transfer Tax #: 1760

Transfer Tax

Consideration: 22000.00

Transfer Tax 88.00

Total: 88.00

Record and Return To:

This sheet constitutes the Clerk endorsement required by
section 316A (5) for the Real Property Law of the State of
New York

A handwritten signature in cursive script that reads "Linda Kollar".

Linda Kollar
Fulton County Clerk

ELECTRONICALLY RECORDED BY SIMPLIFILE

THIS IS NOT AN INVOICE

N.Y. DEED—CORPORATE WARRANTY with Lien Covenant

THIS INDENTURE, made the 6th day of ~~April~~^{May}, 2021

BETWEEN,

JUNG REALTY CORP., a New York business corporation with its office at 130 Jung Road, Caroga Lake, New York 12032,

party of the first part, and

NORTHERN PINE COVE, LLC, a New York Limited Liability Company having its principal office at 300 County Highway 111, Caroga Lake, New York 12032,

party of the second part,

Witnesseth, that the party of the first part, in consideration of -----One----- 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, his heirs and successors or assigns forever,

All the right, title and interest of grantor in and to the premises set forth in Schedule A attached.

Together with all right, title and interest, if any, of the party of the first part of, 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, his heirs and successors or 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.

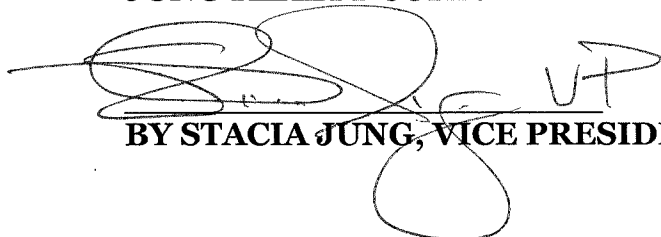
Second, That said party of the first part will forever **Warrant** the title to said premises.

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 has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF

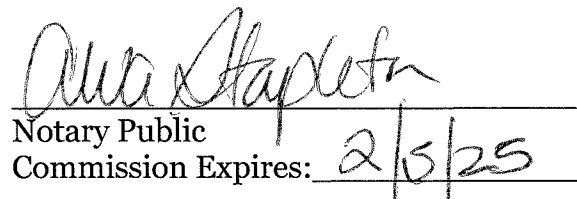
JUNG REALTY CORP.



BY STACIA JUNG, VICE PRESIDENT

US VIRGIN ISLANDS:

On the 22 day of April in the year 2021 before me, the undersigned personally appeared STACIA JUNG 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Commission Expires: 2/5/25

ALVA STAPLETON
Notary Public - St. Croix, USVI
My Comm. Expires February 5, 2025
Commission # NP-383-21

ALVA STAPLETON
Notary Public - St. Croix, USVI
My Comm. Expires February 5, 2025
Commission # NP-383-21

Schedule A

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, being and lying in the Town of Caroga, County of Fulton and State of New York, bounded and described as follows:

COMMENCING at the southeast corner of lands now or formerly of Stephen A. Putman and Michele A. Putman as set forth in a deed recorded in the Fulton County Clerk's Office at Book 577 at Page 22, which said point and place of beginning is also on the north side of a stream, which forms the inlet to East Canada Lake; running thence in a generally westerly direction along the north side of said stream, as same winds and turns, until said stream enters East Canada Lake; and thence continuing along the shoreline of East Canada Lake, as same winds and turns, first in a generally northerly direction and then in a generally southerly direction one thousand eight hundred eighty-two feet (1,882'), more or less, to a point, which said point is on the westerly side of lands now or formerly owned by Burns as set forth in a deed recorded in the Fulton County Clerk's Office in Book 335 of Deeds at Page 158, being Lot No. 21 on a certain map entitled "East Canada Lake Inlet Subdivision", surveyed November-December-January, 1959-1960, by B.H. Koetteritz, C.E., and filed in the Office of the Clerk of Fulton County on the 18th day of August 1960 in Book of Maps Number 49 at Page 41 and being Map No. 1494; running thence northwesterly along the shoreline bordering Lots 21 through 29 and Lots 10A, 9A and 8A of said subdivision map to a point on the northwesterly corner of Lot 8A, being lands reputedly owned by Schreher as set forth in Book 718 of Deeds at Page 46; running thence across the Canada Lake Inlet to a point on the shoreline of Blue Heron Cove which point marks the northeasterly corner of Lot No. 1 on a map entitled "Channelside Subdivision, Lands of Jung Realty Corp." drawn by MacGregor, Major & Associates, Licensed Engineers and Surveyors, dated October 15, 1973 and filed in the Fulton County Clerk's Office on January 22, 1975 in Book of Maps No. 64 at Page 12; running thence along the shoreline of Blue Heron Cove in the Canada Lake Inlet as it winds and turns from Lot No. 1 to a point on Lot 12 in said subdivision which marks the southeast corner of said Lot; running thence westerly along the southerly line of said Lot 12 a distance of 351 feet more or less to a highway known as London Bridge Road; running thence southerly along London Bridge Road 415 feet more or less to lands reputedly of Convalius as set forth in Book 574 of Deeds at Page 805; running thence easterly along said lands of Convalius to a point which is the northeasterly corner of said lands; running thence southerly along the westerly line of said Convalius lands and the westerly line of lands of Wiacek as set forth in Instrument Number 2014-28323 and the westerly line of lands reputedly of Corso as set forth in Instrument Number 2014-28942 to lands of the Town of Caroga (Nick Stoner Golf Course) as set forth in Book 891 of Deeds at Page 284; running thence easterly thence northerly thence northeasterly thence easterly along said lands of the Town of Caroga to other lands of the Town of Caroga as set forth in Book 899 of Deeds at Page 62 and continuing along the northerly boundary of said lands of the Town of Caroga northerly to the lands of Putman and the point and place of beginning.

Intending to describe and convey the lands currently depicted on the Fulton County Tax Maps under Tax ID No. 68.5-2-2.

Subject to all easements, covenants and restrictions on record and together with all riparian rights of the grantor, if any, and all right, title and interest, if any, to all lands now or formerly lying between any high and low water marks, and/or now or formerly under the waters of Canada Lake and any lands, if any, between said waters and the premises hereinabove specifically described.

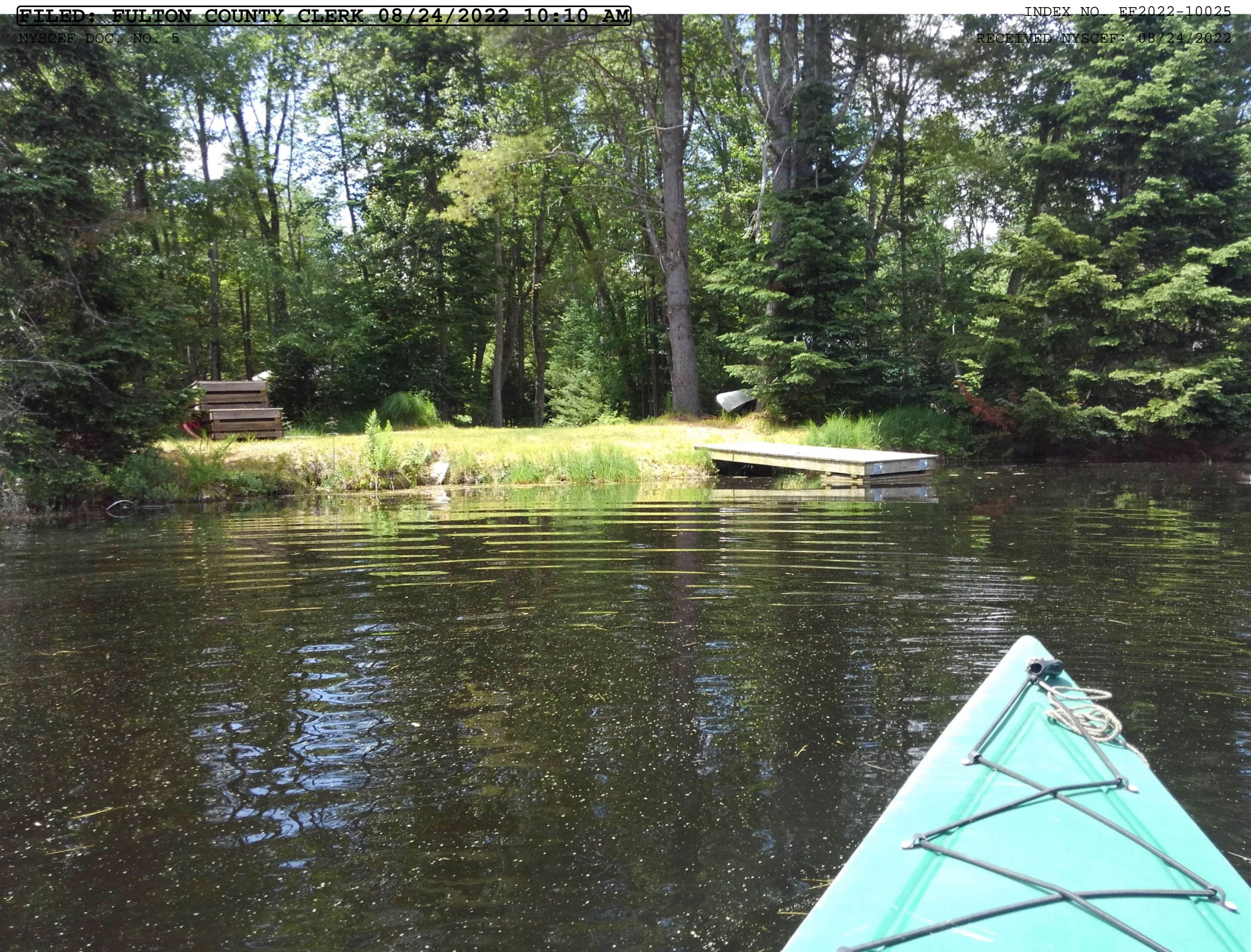
BEING the remaining premises conveyed to Grantor herein by Warranty Deed dated December 4, 1961 and recorded in the Fulton County Clerk's Office on January 25, 1962 in Book 465 of Deeds at page 275.

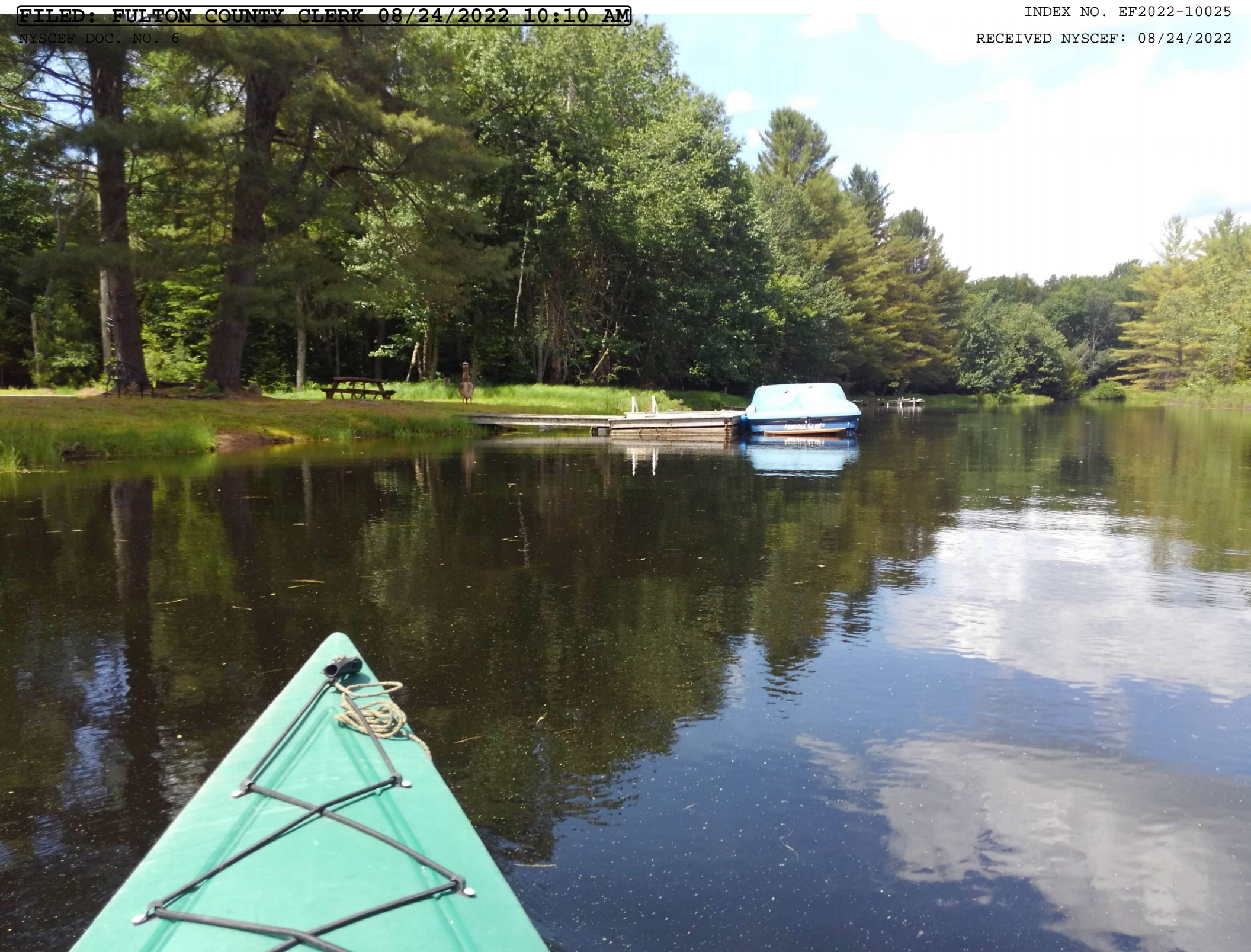
This conveyance is done in the regular and usual course of business of the corporation and has been duly authorized by the sole shareholder of the corporation.





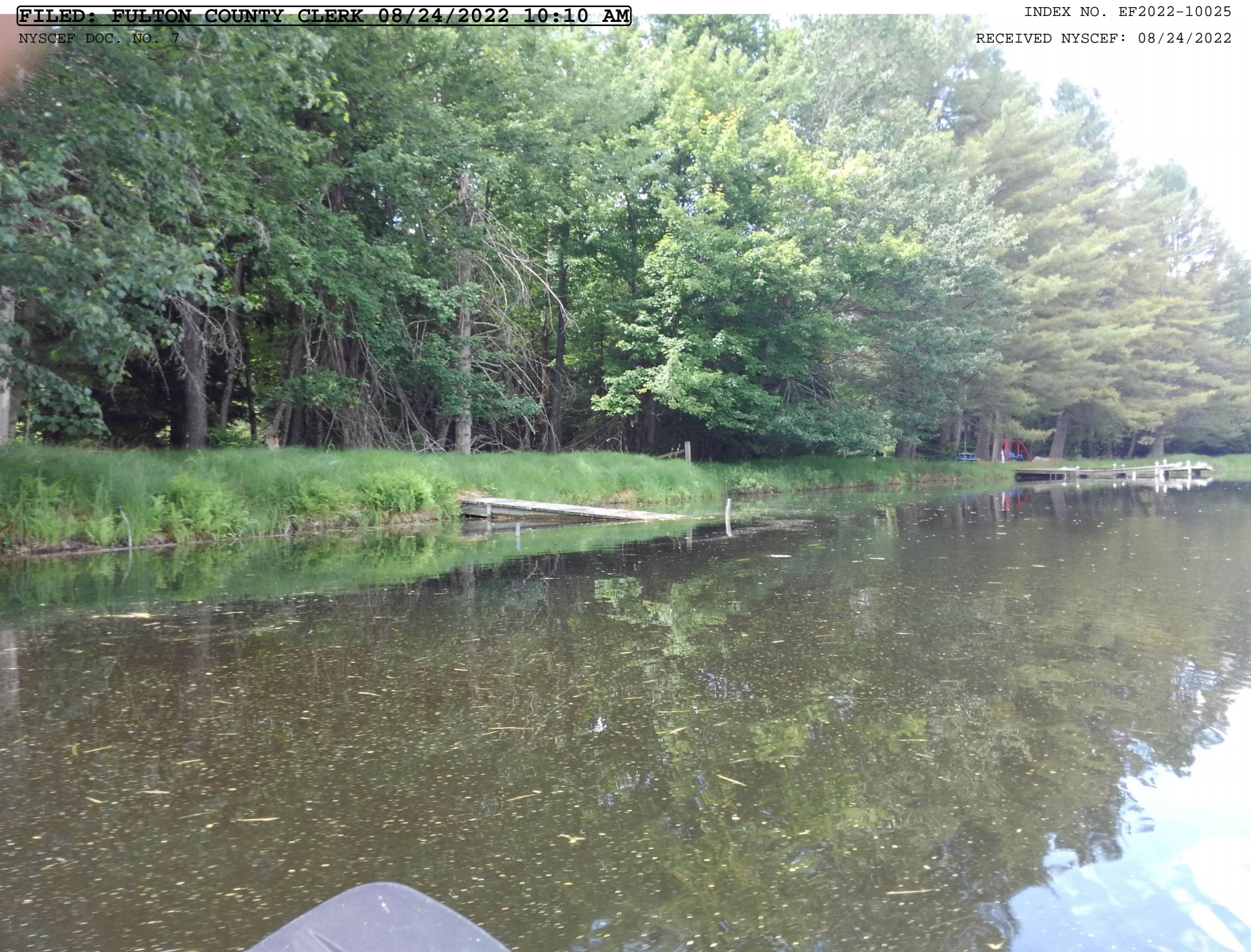
















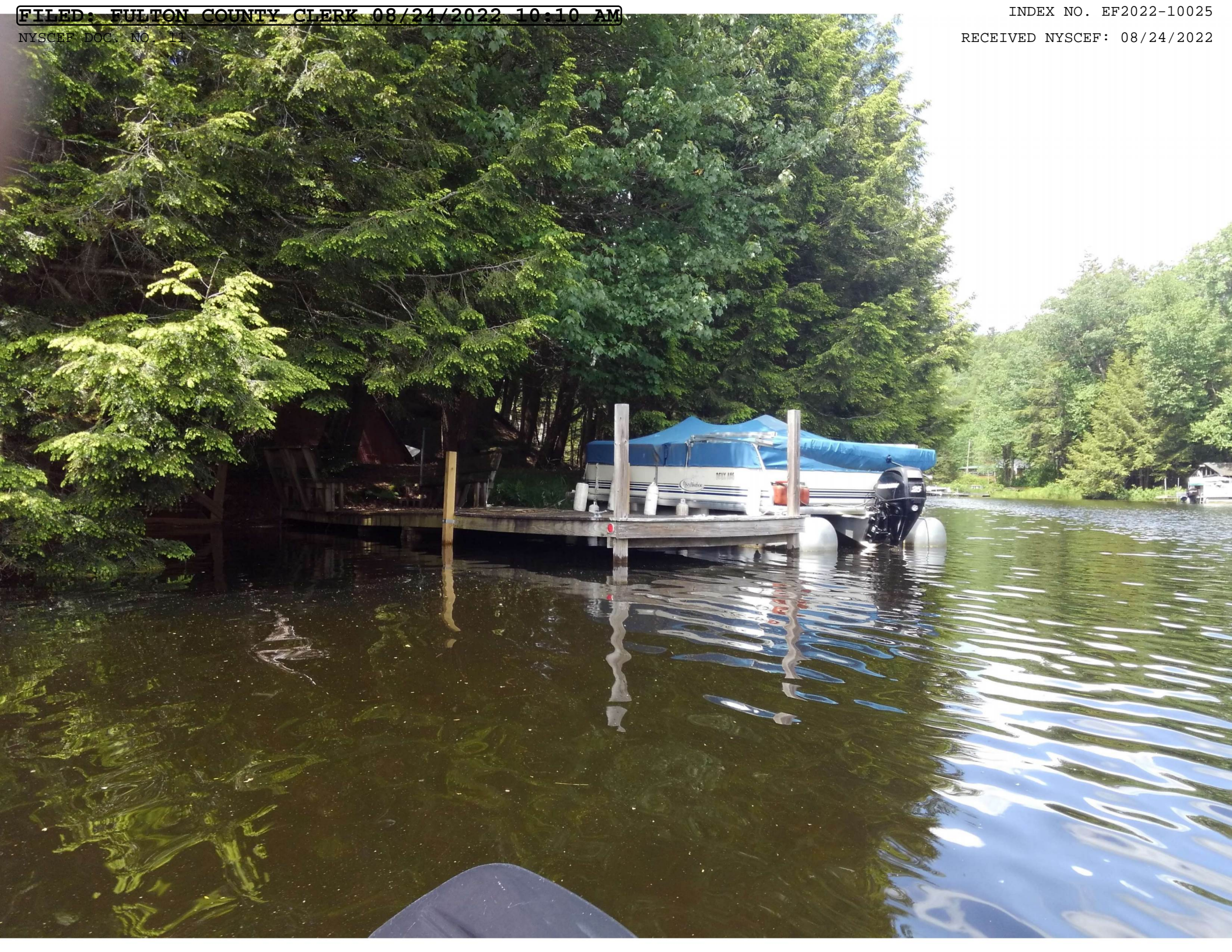


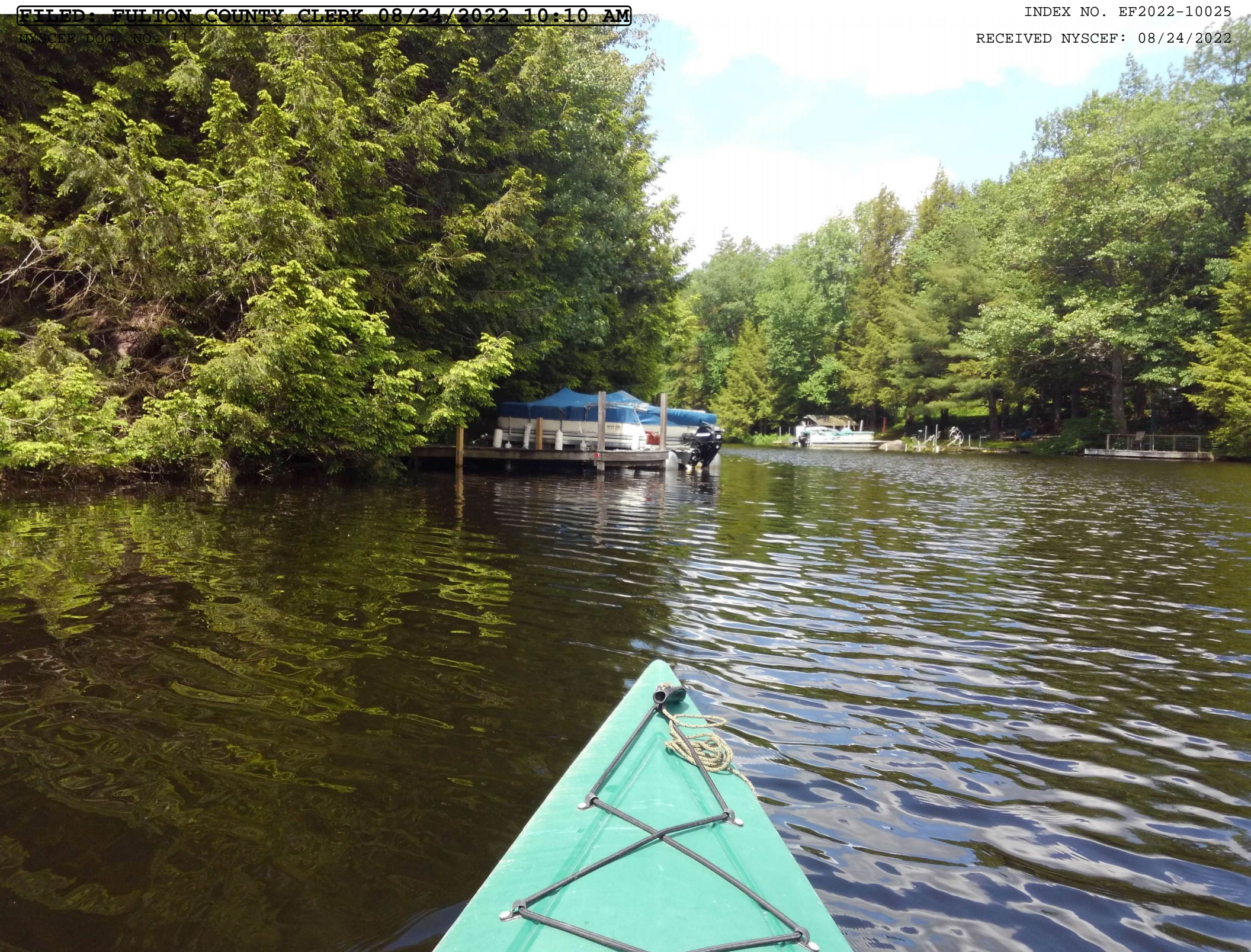






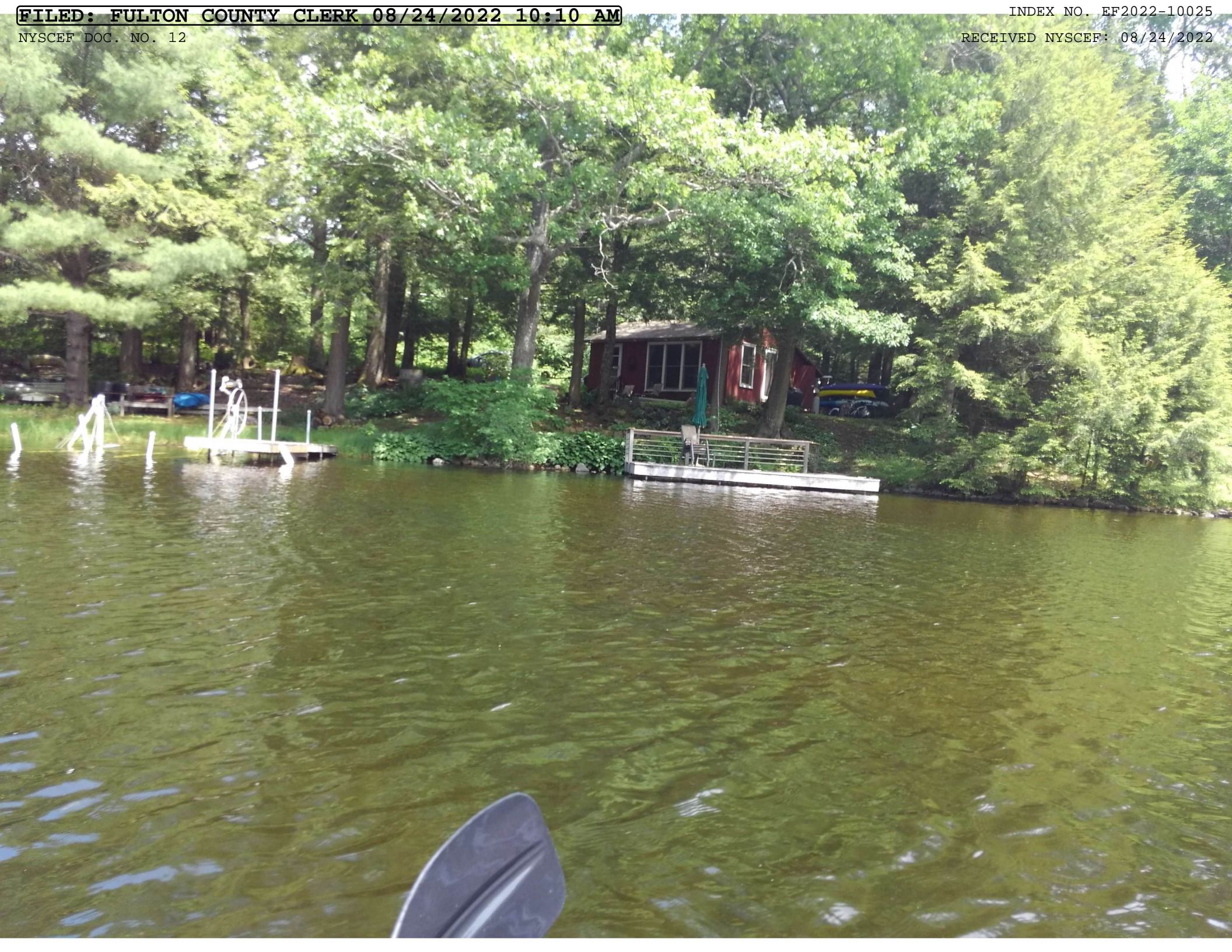










































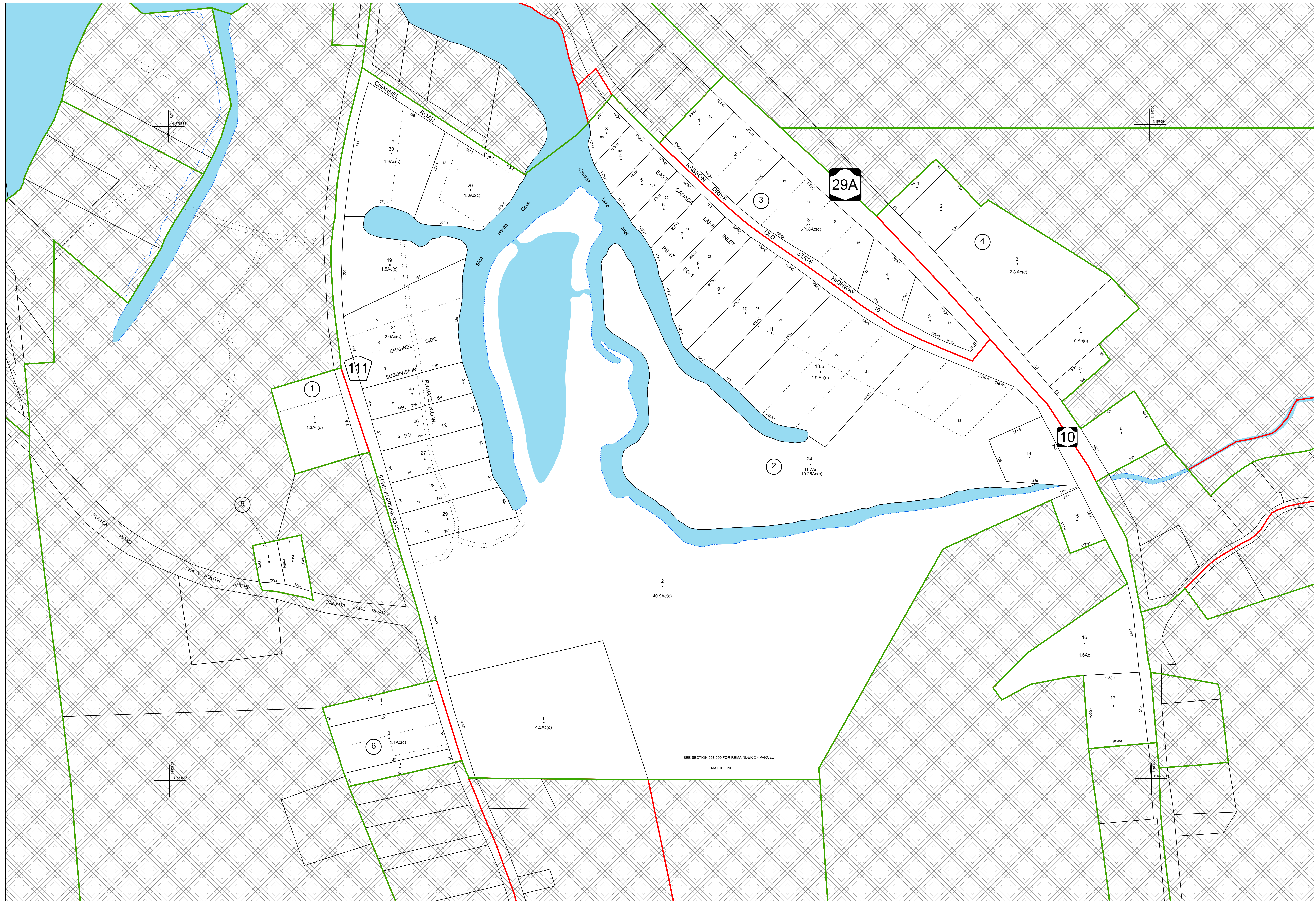












PREPARED BY
COLE LAYER TRUMBLE CO. INC.
DAYTON OHIO

PREPARED FOR
FULTON COUNTY BOARD OF SUPERVISORS
JOHNSTOWN, NEW YORK

THIS MAP WAS PREPARED FOR TAX ADMINISTRATION PURPOSES ONLY. NOT INTENDED FOR USE IN CONVEYANCE OF LAND. ABSOLUTE NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTERCEDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO SUCH VARIATIONS AND CORRECTIONS AS MIGHT RESULT FROM A COMPLETE TITLE SEARCH AND/OR ACCURATE FIELD SURVEY.

MAP CONVERTED TO ARC/INFO DIGITAL FORMAT BY WELER MAPPING, INC. MARCH 2001
CONVERTED TO ESRI GEODATABASE FORMAT BY FOUNTAINS SPATIAL, INC. FEBRUARY 2006

COORDINATES BASED ON
NEW YORK STATE PLANE COORDINATE SYSTEM
EASTERN ZONE NAD 83

0 50 100 200 Feet

SCALE: 1 inch = 100 feet

REVISION TABLE		
DATE	MADE BY	CHANGES OR ADDITIONS

SPECIAL DISTRICTS

PROPERTY LINE	---
BLOCK LIMIT	---
SECTION LIMIT	---
TOWN/VILLAGE/CITY	---
COUNTY LINE	---
GREAT LOT LINE	---

FILE: 021 CAROGA LAKE
SCHOOL: 172401 WHEELERVILLE

LEGEND

U.S. HIGHWAY	---
INTERSTATE HIGHWAY	---
STATE HIGHWAY	---
COUNTY HIGHWAY	---
STREET OR TOWN ROAD	---
SCHOOL DISTRICT LINE	---
FIRE DISTRICT LINE	---
WATER DISTRICT LINE	---
SEWER DISTRICT LINE	---
LIGHT DISTRICT LINE	---
AGRICULTURAL DISTRICT	---

BY NAME

GREAT LOT NUMBER	○
TAX MAP BLOCK NUMBER	○
SUBDIVISION LOT NUMBER	○
TAX MAP PARCEL NUMBER	○
LOT LINE	○
STREAM/WATERBODY	---

160.00-3-9

CALCULATED ACREAGE
DEED ACREAGE
SCALED DIMENSION
DEED DIMENSION
COORDINATE LOCATOR
DENOTES COMMON OWNER

9.5 A (C)
9.5 A
150 (S)
150
7

952.004	953.017	955.001
947.008	948.004	948.004
947.001	948.009	948.001

SHEET INDEX

TAX MAP
TOWN OF CAROGA
FULTON COUNTY

068.005

Northern Pine Cove, LLC

C/O David Falvo

PO Box 310

Caroga Lake, NY 12032

May 6, 2021

Dear Neighbor,

I hope this letter finds you well and that you and your family are safe and healthy. I would like to advise you that the property you own borders the Blue Heron Cove and Canada Lake Inlet property that I have recently purchased from Jung Realty Corp.

I know you are enjoying dock privileges and access to the lake and would like to continue to do so for years to come. The water side of your property borders private property formerly owned by Jung Realty Corp. Over the years there has been encroachment, deed restrictions, permit concerns etc. However, I would like to maintain an amicable relationship and offer you continued access through an access lease agreement.

The proposed lease agreement will include a nominal fee for the summer season. If you do not need access there is no need to respond, just be aware that the property has changed hands and if access is needed down the road to please let me know. If you plan to continue to use the property for existing structures, docks, boats, lifts etc. please respond to the above mailing address or email NorthernPineCove@outlook.com so I may send out an access lease agreement. Please respond with the following information: Number of docks and dock measurements, decks or other structures within set back with total square footage, number of lifts, boats, PWC or other watercraft. Every property is unique so if you would like to share a copy of your deed or any permits that may be helpful.

My goal is to maintain harmonious relationships, provide shoreline guidelines to protect wildlife and vegetation, environmental sustainability, and to restore and maintain the balance of nature.

Sincerely,

David Falvo

Northern Pine Cove LLC

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**
nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILPeter and Nancy Menghini
194 Waverly Avenue
Medford, NY 11763Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Menghini:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 304 County Highway 111, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-29) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**
nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILAdam Matthews
150 S. Main Street
Salem, NY 12865Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. Matthews:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 314 County Highway 111, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-27) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**
nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILKevin and Jill Snell
292 Inghams Mills Road
Little Falls, NY 12413Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Snell:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located in the Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-26) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**
nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILScott and Diana Stowell
287 Inghams Mills Road
Little Falls, NY 12413Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Stowell:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located in the Town of Caroga, County of Fulton, New York encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Peter and Lauren Lozier
451 Kasson Drive
Caroga Lake, NY 12032

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Lozier:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located in the Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-25) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Liping Wang
114 Dubors Avenue
Valley Stream, NY 11581

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Liping:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 332 County Highway 111, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-21) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Jeffrey Marler
P.O. Box 361
Gloversville, NY 12078

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. Marler:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 340 County Highway 111, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-19) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

James and Kathy Stewart
147 Countryview Drive
McKees Rock, PA 15136

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Stewart:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 102 Channel Road, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-30) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Carol Tanner
163 W. Main Street
Unit B
Cartersville, GA 30120

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Ms. Tanner:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 114 Channel Road, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-20) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Nancy and William Schreher
P.O. Box 890
Tully, NY 13159

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Schreher:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 159 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-3) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**
nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILRichard and Robert Fischer
3 Dixon Woods
Honeoye Falls, NY 14472Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Richard and Robert:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 155 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-4) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Nancy Myers and E. David Fink
859 Main Street
Clifton Park, NY 12065

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Ms. Myers and Mr. Fink:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 151 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-5) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILBig Thunder, LLC
53 East Avenue
Saratoga Springs, NY 12866Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Sir or Madam:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 145 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-6) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Mr. Hohmann
3669 Fiddler Lane
Bethpage, NY 11714

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. Hohmann:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 141 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-8) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

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Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

John and Ruth Ivancic
P.O. Box 513
Caroga Lake, NY 12032

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Ivancic:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 139 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-9) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

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& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**
nkokkoris@bsk.com
P: 315.218.8279
F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAILJohn Ivancic and Susanne Collins
P.O. Box 142
Caroga, NY 12032Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear John and Susanne:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 133 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-10) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Robert and Agatha Burns
1338 Best Road
East Greenbush, NY 12061

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Mr. and Mrs. Burns:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock(s) on your parcels located at 119 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map Nos. 68.5-2-11 & 68.5-2-13.5) encroach upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

**BOND SCHOENECK
& KING**One Lincoln Center | Syracuse, NY 13202-1355 | bsk.com**NOLAN T. KOKKORIS, ESQ.**nkokkoris@bsk.com

P: 315.218.8279

F: 315.218.8100

April 25, 2022

VIA FIRST CLASS MAIL

Tiffany Putman
P.O. Box 85
Caroga Lake, NY 12032

Re: *Continuation of Dock Access to Blue Heron Cove and Canada Lake Inlet*

Dear Ms. Putman:

Please be advised that this firm represents David Falvo and Northern Pine Cove LLC ("Northern Pine"). You are receiving this letter because the dock on your parcel located at 103 Kasson Drive, Town of Caroga, County of Fulton, New York (Tax Map No. 68.5-2-24) encroaches upon private property owned by Northern Pine. Last May, you received a letter from Mr. Falvo communicating that Northern Pine had purchased a neighboring parcel formerly owned by Jung Realty Corp. Title to that property includes, among other things, ownership of the land under the waterways known as Blue Heron Cove and Canada Lake Inlet.

In the interest of maintaining an amicable relationship, Mr. Falvo has retained our firm to prepare the enclosed dock access agreement. This agreement will permit you to continue utilizing his property for dock access to Blue Heron Cove and Canada Lake Inlet in exchange for a nominal annual fee.

Please sign and return the enclosed agreement, along with payment, to the following address: **Northern Pine Cove LLC, c/o David Falvo, PO Box 310, Caroga Lake, New York 12032**. Should you have any questions regarding the terms of the enclosed agreement, I recommend that you seek independent legal counsel and have him or her contact me.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Nolan T. Kokkoris

NTK/kf
Enclosure

DOCK ACCESS LICENSE AGREEMENT

This Dock Access License Agreement (the "License") is entered into this _____ day of _____, 2022 (the "Effective Date"), by and between Northern Pine Cove LLC, a New York limited liability company having a business address of PO Box 310, Caroga Lake, New York 12032 (hereinafter, "Northern Pine"), and

(Name) _____

(Address) _____

(Day Telephone) _____ (E-mail Address) _____

(hereinafter, the "Licensee").

RECITALS

WHEREAS, Northern Pine is the owner of certain real property situate in the County of Fulton, State of New York, having a Tax Map ID Number of 68.5-2-2 and including waterways known as Blue Heron Cove and Canada Lake Inlet (the "Property"); and

WHEREAS, Licensee is the owner of an adjacent parcel abutting one or more waterways of the Property (the "Adjacent Parcel"); and

WHEREAS, situated upon the Adjacent Parcel is a dock that encroaches upon the waterway bed constituting part of the Property (the "Dock"); and

WHEREAS, Northern Pine wishes to permit Licensee to continue Licensee's use of the Dock subject to an agreement setting forth the rights and obligations of the parties hereto.

NOW THEREFORE, in consideration of the mutual promises contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Northern Pine and Licensee agree as follows:

1.1 License.

1.2 Northern Pine hereby grants to Licensee a non-transferable license to maintain the Dock upon such portion of the Property as it currently exists as of the date of this License. Licensee shall have the right to enter upon such portion of the Property known as Blue Heron Cove and Canada Lake Inlet waterways for recreational use of said waterways in connection with Licensee's use of the Dock. Licensee may not enter upon any other portion of the Property except for the waterways identified in this Section 1.1.

1.3 Nothing herein is intended to be construed as granting or purporting to grant to any person a fee simple title, a lease, an easement, or any other kind of

ownership interest in any portion of the Property as a result of the Licensee's continued use of the Dock.

2.1 License Term. This License shall commence as of the Effective Date and shall continue in perpetuity in accordance with the terms and conditions of this License for the duration of Licensee's ownership of the Adjacent Parcel, unless otherwise revoked, terminated or cancelled as provided for hereunder.

3.1 Annual Fee.

3.2 Licensee shall pay to Northern Pine an annual fee in the sum of four hundred dollars (\$400.00) as consideration for the right to maintain the Dock upon the Property (the "Annual Fee"). Licensee shall pay the Annual Fee to Northern Pine in the form of cash or check mailed to Northern Pine at the postal address provided above. Payment of the Annual Fee shall be due upon the Effective Date and annually thereafter.

3.3 In the event that this License is revoked, terminated or cancelled as provided for hereunder, Licensee shall not be entitled to a refund of the Annual Fee.

3.4 Northern Pine may, upon written notice of not less than thirty (30) days, increase the Annual Fee from time to time.

3.5 In the event that the Annual Fee remains unpaid for fifteen (15) or more days after it becomes due, Northern Pine may, upon written notice, impose a late fee totaling five percent (5%) of such Annual Fee (the "Late Fee"). The Late Fee shall be imposed in addition to the Annual Fee.

4.1 Use. Licensee shall use the Dock for recreational purposes only and shall not use the Dock for business or commercial purposes. Licensee shall not conduct illegal activity on the Dock or upon any boat moored at the Dock, nor shall Licensee permit illegal activity to be conducted on the Dock or upon any boat moored at the Dock.

5.1 Expansion of Encroachment. Licensee shall not expand the Dock beyond the footprint existing at the time of the Commencement Date or construct any additional structures, improvements, or fixtures upon the Property without Northern Pine's prior written consent. The terms of this License shall extend to any such subsequent expansion or construction.

6.1 Termination.

6.2 Either Northern Pine or Licensee may terminate this License, with or without cause, upon written notice to the other party no less than thirty (30) days in advance of the effective date of such termination.

6.3 On or before the effective date of termination, Licensee shall cause to be removed the Dock and any other improvements, fixtures, and personal property from the Property.

6.4 In the event that Licensee fails to perform its obligations under Section 5.3 above, Northern Pine may cause the Dock and any other improvements, fixtures, and personal property to be removed from the Property and shall be entitled to reimbursement from Licensee for the costs of such removal.

7.1 Indemnification. Licensee shall defend, indemnify and hold Northern Pine and its officers, directors, members, and affiliates harmless from and against any and all suits, causes of action, litigation, damages, losses, liabilities, obligations, penalties, claims, demands, judgments, costs, disbursements or expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim or claims for bodily or other personal injury, death or property damage arising from: (a) use of the Dock or entry upon the Property as contemplated by this License; and/or (b) the failure of Licensee to keep and perform any of the terms, conditions or covenants to be kept and performed by this License. Licensee's obligations to indemnify pursuant to this section shall survive the termination of this License.

8.1 Notice. Unless either party provides written notice otherwise, the notice address for Northern Pine and Licensee shall be the postal addresses provided above. Unless agreed otherwise, notice shall be sent via first class mail.

9.1 No Waiver. No failure of Northern Pine to exercise any of its rights hereunder, or to insist upon strict compliance by Licensee with the terms of this License, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Northern Pine's right to enforce the terms of this License.

10.1 Governing Law. This License shall be governed by and construed in accordance with the laws of the State of New York.

11.1 Entire Agreement. This License constitutes the complete agreement of the parties; no modifications of this License shall be binding unless executed in writing by all parties hereto.

12.1 Severability. If article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this License shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this License shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this License on the day and year first above written.

NORTHERN PINE COVE LLC

Signed: _____
David Falvo, Member

LICENSEE

Signed: _____

Print: _____

Signed: _____

Print: _____

Warranty Deed- With Lien Covenant (CORRECTIVE DEED)

This Indenture, Made the 8th day of November Two-Thousand Twelve

Between

SYLVIA S. BATES, residing at 222 Heritage Road, Apt. 202, Guilderland, NY
12084

party of the first part,

and

BIG THUNDER, LLC, with offices at 53 East Avenue, Saratoga Springs, NY 12866

party of the second part,

Witnesseth that the party of the party of the first part, in consideration of ONE and 00/100 Dollar (\$1.00) lawful money of the United States, paid by the parties of the second part, does hereby grant and release unto the parties of the second part, its successors and assigns forever,

ALL THAT PLOT, PIECE OR PARCEL OF LAND, situate in the Town of Caroga, County of Fulton and State of New York, bounded and described as follows: Being lot No. 29 and Lot No. 12, as shown on Map 1494 entitled "East Canada Lake Inlet, Subdivision", drawn by B. H. Koetterita, licensed engineer and surveyor, dated November-January 1959-60, and filed in the Fulton County Clerk's Office August 18, 1960, in Book of Maps No. 47 at page 1, to which reference is made for a more particular description.

S B L 68.5-2-6

And the parties of the second part for themselves, their heirs and assigns, do hereby covenant and agree:

1. That said premises shall be used for residential purposes only.
2. That all wells, septic tanks and cesspools dug, placed or maintained and used in conformity with the provisions of the Public Health Law of the State of New York.
3. That only residential structure shall be built, erected or maintained on any one lot as shown on the above mentioned map.
4. That no building or structure shall be erected or maintained upon said premises at a distance less than 30 feet from the high water mark of the East Canada Lake Inlet.
5. That neither the grantees herein, nor their or assigns shall at any time hereafter allow or permit the said premises herein conveyed to be subdivided or sold except as a whole.

Lot 12
Already
conveyed to
Big Thunder by
Instrument
#2012-16308

68.5-2-6

2012-16704

And furthermore, this conveyance is made subject to certain general reservations contained in a certain deed by the Executors of the Last Will of Cyrus Durey to Adolph R. Jung and A. Fred Jung, which deed was recorded in said Clerk's Office, July 21, 1959, in Book 443 of Deeds at page 44, to the extent that said reservations may affect the aforesaid premises.

And with the additional reservations contained in a certain deed from Jung Realty Corp. to Idella M. Onatterton, recorded in the above-mentioned clerk's office on August 31, 1962 in Book 407 of Deeds at Page 603, which recites the following: "With the right given to the party of the second part, her heirs and assigns to lay and maintain a water pipe extending from the premises herein conveyed to the water of East Canada Lake Inlet, along the west line of Lot No. 29 with the provision, however, that said water pipe shall be buried beneath the ground and shall be used only to draw water from said Inlet. That second party, her heirs and assigns, shall have the right to enter upon the premises known as Lot No. 29, for the purpose of maintaining and repairing said water pipe."

The foregoing conditions, covenants and restrictions shall in all respects be regarded as covenants attached to and running with the land and the same are to be and shall become binding upon all future owners or occupants of said premises.

It is understood and agreed the foregoing covenants, conditions and restrictions are for the mutual protection of the party of the first part and all other owners and any part of the lands and premises shown on the above mentioned Map, and the party of the first part covenants that all future conveyances by deed or otherwise, top any and all parts of said premises as shown on the above mentioned Map, are to and shall be made subject to like conditions, covenants and restrictions.

BEING the same premises conveyed to William B. Bates, Sr. and Sylvia S. Bates, husband and wife, from Jung Realty Corp., by Deed dated the 18th day of September, 1968 and recorded in the Fulton County Clerk's Office on September 20, 1968, in Liber 499 of Deeds at Page 1000.

The said William B. Bates, Sr. died on the seventh day of August, 2010, Albany County, New York State.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

2012-16704

N.Y. DEED-WARRANTY with Lien Covenant

THIS INDENTURE, Made the 13th day of November, 2014*Between,***JOHN W. IVANCIC**, residing at PO Box 142, 133 Kasson Drive, Caroga Lake, New York 12032,

party of the first part, and

JOHN W. IVANCIC and SUSANNE L. COLLINS, residing at PO Box 142, 133 Kasson Drive, Caroga Lake, New York 12032, as tenants in common,

parties of the second part,

Witnesseth, that the party of the first part, in consideration of -----One----- Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, does hereby grant and release unto the parties of the second part, their heirs and successors or assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Caroga, County of Fulton and State of New York, bounded and described as follows: Being Lot No. 25 as shown on Map entitled "East Canada Lake Inlet, Subdivision, drawn by B. H. Koetteritz, licensed engineer and surveyor, dated November-December-January 1959-60 and filed in the Fulton County Clerk's office August 18, 1960 in Book of Maps No. 47 at page 1, to which reference is made for a more particular description.

SBL 68.5-2-10

TOGETHER WITH and subject to all the rights conveyed in a deed by the Executors of the Last Will of Cyrus Durey to Adolph R. Jung and A. Fred Jung, which deed was recorded in said Clerk's office, July 21, 1959 in Book 443 of Deeds at page 44, to the extent that said reservations may affect the aforesaid premises.

This conveyance is made and accepted subject to the following conditions, covenants and restrictions.

1. That said premises shall be used for residential purposes only.
2. That all wells, septic tanks and cesspools dug, placed or maintained on said premises shall be so dug, placed, maintained and used in conformity with the provisions of the Public Health Law of the State of New York.
3. That only one residential structure shall be built, erected or maintained on any one lot as shown on the above mentioned Map.
4. That no building or structure shall be erected or maintained upon said premises at a distance less than 30 feet from the high water mark of the East Canada Lake Inlet.
5. That neither the grantees herein nor their heirs or assigns shall at any time hereafter allow or permit the said premises herein conveyed to be subdivided or sold except as a whole.
6. The foregoing conditions, covenants and restrictions shall in all respects be regarded as covenants attached to and running with the land and the same are to be and shall become binding upon all future owners or occupants of said premises.

It is understood and agreed that the foregoing covenants, conditions and restrictions are for the mutual protection of the parties of the first part and all other owners and any part of the lands and premises shown on the above mentioned Map, and the parties of the first part covenant that all future conveyances by deed or otherwise, to any and all parties of said premises as shown on the above mentioned Map, are to and shall be made subject to like conditions, covenants and restrictions.

BEING the same premises conveyed to the party of the first part by Warranty Deed dated August 1, 2014 and recorded in the Fulton County Clerk's Office on August 14, 2014 as Instrument No. 2014-27329.

12/5
T'C

68.5-2-10

2014-28946

BOOK 647 PAGE 230

1919
This Indenture, Made the 24th day of
 Nineteen Hundred and Eighty-nine
 Between ALAN, WAYNE BOOTH and LORI P. BOOTH, 394 Washington Street,
 Newburgh, NY, 12550,

1932

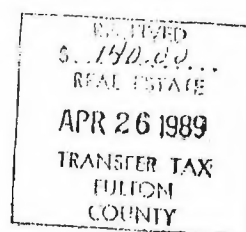
parties of the first part, and
 ROBERT BURNS and AGATHA BURNS, his wife, 3663 Kasson Drive,
 Canada Lake, New York, 12032,

parties of the second part,
 Witnesseth that the parties of the first part, in consideration of
 ONE DOLLAR - - - - - Dollar (\$ 1.00)
 lawful money of the United States, and other good and valuable consideration
 paid by the parties of the second part, do hereby grant and release unto the
 parties of the second part, their heirs and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the Town of
 Caroga, Fulton County, New York, bounded and described as follows:
 Commencing at a point on the southerly line of Old Road 9039 now
 called Kasson Road, which point is the northwesterly corner of Lot
 #24 as shown on a map entitled "East Canada Lake Inlet
 Subdivision" drawn by B.H. Koetteritz, C.E., November-December
 January, 1959-196-. and filed in the Fulton County Clerk's Office
 on August 18, 1966, in Book of Maps No. 47 at Page 4; running thence
 southerly along the westerly line of Lot #24 and the easterly line
 of Lot #25 to the waters of the East Canada Lake inlet; running
 thence easterly along the northerly line of East Canada Lake Inlet
 to a point which is 100 feet easterly of the first course above
 described; running thence northerly on a line parallel with and
 100 feet easterly from the first course above described and along
 the easterly line of said Lot #24 to the southerly line of Kasson
 Road; running thence westerly along the southerly line of said
 Road 100 feet, more or less, to the point and place of beginning.

This conveyance is made subject to any and all enforceable
 agreements, conditions, covenants, easements and restrictions of
 record affecting the premises herein.

Being the same premises conveyed to parties of the first part by
 McNichol by deed recorded September 26, 1986 in Book 595 of Deeds
 at Page 75.



647/230

S.

This Indenture

Made the 24th day of
 September, Nineteen Hundred and Eighty six
 Between
 3661 DONALD McNICOL, JR., residing at 3261 Carmen Road,
 Schenectady, New York, 470

party Of the first part, and

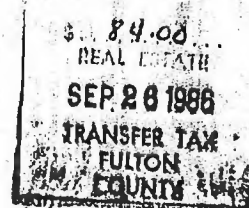
WAYNE BOOTH and LORI P. BOOTH, his wife, residing
 at 166 B Smith Avenue, R.D.#1, Walden, New York,

parties of the second part,
 Witnesseth that the party of the first part, in consideration of
 ONE and NO/100 Dollar (\$ 1.00)
 lawful money of the United States, and other good and valuable consideration,
 paid by the parties of the second part, does hereby grant and release unto the
 parties of the second part, their heirs and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the Town of Caroga,
 Fulton County, New York, bounded and described as follows:
 Commencing at a point on the southerly line of Old Road 9039 now
 called Kasson Road, which point is the northwesterly corner of Lot
 #24 as shown on a map entitled "East Canada Lake Inlet Subdivision"
 drawn by B. H. Koetteritz, C.E., November - December - January,
 1959 - 196-, and filed in the Fulton County clerk's Office on
 August 18, 1966, in Book of Maps No. 47 at Page 4; running thence
 southerly along the westerly line of Lot #24 and the easterly line
 of Lot #25 to the waters of the East Canada Lake inlet; running
 thence easterly along the northerly line of East Canada Lake Inlet
 to a point which is 100 feet easterly of the first course above
 described; running thence northerly on a line parallel with and
 100 feet easterly from the first course above described and along
 the easterly line of said Lot #24 to the southerly line of Kasson
 Road; running thence westerly along the southerly line of said Road
 100 feet, more or less, to the point and place of beginning.

BEING the same premises conveyed to the party of the first
 part from Donald McNicol and Lois McNicol by deed dated November
 14, 1977 and recorded in the Fulton County Clerk's Office on
 November 18, 1977 in Book 549 of Deeds at Page 193.

This conveyance is made subject to any and all enforceable
 agreements, conditions, covenants, easements and restrictions of
 record affecting the premises herein.



595/75

595 PAGE 75

NYSCEF DOC. NO. 25

U.S. Internal
Revenue Stamps
Affixed

FORM 5301 - Warranty Deed with Lien Covenant

RECEIVED NYSCEF: 08/24/2022
NATIONAL LEGAL SUPPLY, INC.
66 Beaver St., Albany, N.Y. 12207**This Indenture**

November ⁰⁹⁴⁸ ^{Made the} ^{14th} ⁰⁶²⁰ day of
 Between ^{Nineteen Hundred and Seventy Seven}
 DONALD MC NICOL & LOIS MC NICOL, his wife, now of
 3261 Carmen Road
 Schenectady, New York

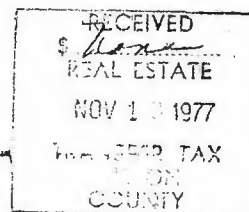
parties of the first part, and
 DONALD McNICOL, JR.
 3261 Carmen Road
 Schenectady, New York

Witnesseth that the parties of the first part, in consideration of
 ONE & NO/00----- Dollar (\$ 1.00)
 lawful money of the United States, and other good and valuable consideration
 paid by the parties 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
 Caroga, Fulton County, New York, bounded and described as follows: Commencing
 at a point on the southerly line of Old Road 9039 now called Kasson Road, which
 point is the northwesterly corner of Lot #24 as shown on a map entitled "East
 Canada Lake Inlet Subdivision" drawn by B. H. Koetteritz, C.E., November -
 December - January, 1959-196-, and filed in the Fulton County Clerk's Office on
 August 18, 1966, in Book of Maps No. 47 at Page 4; running thence southerly along
 the westerly line of Lot #24 and the easterly line of Lot #25 to the waters of the
 East Canada Lake Inlet; running thence easterly along the northerly line of East
 Canada Lake Inlet to a point which is 100 feet easterly of the first course above
 described; running thence northerly on a line parallel with and 100 feet easterly from
 the first course above described and along the easterly line of said Lot #24 to the
 southerly line of Kasson Road; running thence westerly along the southerly line of
 said Road 100 feet, more or less, to the point and place of beginning.

BEING the same premises conveyed to the parties of the first
 part herein by deed from Glaribel Gohl and Richard F. Nero, dated July 17, 1971
 and recorded in the Fulton County Clerk's Office on July 19, 1971 in Liber 514 of
 Deeds at Page 313.

THIS conveyance is made subject to all valid and enforceable
 covenants, conditions, restrictions, reservations, easements and zoning
 ordinances affecting the premises.



549-193

This Indenture

Made the 17th day of July

Nineteen Hundred and Seventy-One

Between CLARABEL GOHL and RICHARD F. NERO, both residing at 34 Harrison Street, Poughkeepsie, New York,

parties of the first part, and
DONALD MC NICOL and LOIS MC NICOL, his wife, both residing at 3261 Carman Road, Schenectady, New York,

parties of the second part,
Witnesseth that the parties of the first part, in consideration of

One - - - - - Dollar (\$1.00)
lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever, ~~all~~ ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Caroga, Fulton County, New York, bounded and described as follows: COMMENCING at a point on the southerly line of Old Road 9039 now called Kasson Road, which point is the northwesterly corner of Lot #24 as shown on a map entitled "East Canada Lake Inlet Subdivision" drawn by B. H. Koetteritz, C. E., November - December - January, 1959-1960, and filed in the Fulton County Clerk's Office on August 18, 1966, in Book of Maps No. 47 at Page 4; running thence southerly along the westerly line of Lot #24 and the easterly line of Lot #25 to the waters of the East Canada Lake Inlet; running thence easterly along the northerly line of East Canada Lake Inlet to a point which is 100 feet easterly of the first course above described; running thence northerly on a line parallel with and 100 feet easterly from the first course above described and along the easterly line of said Lot #24 to the southerly line of Kasson Road; running thence westerly along the southerly line of said Road 100 feet, more or less, to the point and place of beginning.

Together with and subject to certain general reservations contained in a certain deed by the executors of the Last Will of Cyrus Durey to Adolph R. Jung and A. Fred Jung which deed was recorded in said Clerk's Office July 21, 1959, in Book 443 of Deeds at Page 44, to the extent that said reservations may affect the aforesaid premises.

This conveyance is made and accepted subject to the following conditions, covenants and restrictions:

1. That said premises shall be used for residential purposes only.
2. That all wells, septic tanks and cesspools dug, placed or maintained on said premises shall be so dug, placed, maintained and used in conformity with the provisions of the Public Health Law of the State of New York.
3. That only one residential structure shall be built, erected or maintained on any one lot as shown on the above mentioned map.
4. That no building or structure shall be erected or maintained upon said premises at a distance less than 30 feet from the high water mark of the East Canada Lake Inlet.

514-313

1955 E14 p06 313

5. That the premises herein conveyed shall not be subdivided for use and no conveyance of said premises shall be made for more than two (2) lots.

The foregoing conditions, covenants and restrictions shall in all respects be regarded as covenants attached to and running with the land, and the same are to be and shall be and become binding upon all future owners or occupants of said premises.

Being the same premises conveyed to Albert W. Gohl and Claribel S. Gohl, his wife, and Richard F. Nero, as joint tenants, by corporate warranty deed of Jung Realty Corporation dated September 1, 1966, recorded October 20, 1966 in Book 490 of Deeds at page 457.

That Albert W. Gohl died on the 15th day of MAY 1970, leaving Claribel S. Gohl, one of the grantors herein, as the surviving tenant by the entirety.

NYSCEF DOC.

NO. 25

U.S. Internal
Revenue Stamp
Affixed.

M 290—Warranty deed: basic covenants: ind. or corp.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PL., ATRIUM FLOOR, NEW YORK, N.Y. 10022

NYSCEF: 08/24/2022

3801

This Indenture made September 15, 1988

Between RICHARD C. HALL and MARGARET D. HALL, his wife residing at
P.O. Box 69, Caroga Lake, New York 12032

0434

party of the first part, and

ROBERT J. BURNS, and AGATHA BURNS, his wife, residing at 1794 Miller Road,
Castleton, New York 12033

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 PLOT, PIECE OR PARCEL OF LAND, situate in the Town of Caroga, County
of Fulton and State of New York, bounded and described as follows:

Being Lot No. 23 as shown on a map entitled "East Canada Lake Inlet, Sub-
division", 1494, drawn by B. H. Koetteritz, licensed engineer and surveyor, dated
November-December-January, 1959-60, and filed in the Fulton County Clerk's Office
August 18, 1960, in Book of Maps No. 47 at Page 4, to which reference is made for a
more particular description.

And the parties of the second part, for themselves, their heirs and assigns,
do hereby covenant and agree:

- 1) That said premises shall be used for residential purposes only.
- 2) That all wells, septic tanks and cesspools dug, placed or maintained
on said premises shall be so dug, placed, maintained and used in conformity with
the provisions of the Public Health Law of the State of New York.
- 3) That only one residential structure shall be built, erected or main-
tained on any one lot as shown on the above mentioned Map.
- 4) That no building or structure shall be erected or maintained upon said
premises at a distance less than 30 feet from the high water mark of the East Canada
Lake Inlet.

- 5) That neither the grantees herein, nor their heirs or assigns shall at
any time hereafter allow or permit the said premises herein conveyed to be subdivided
or sold except as a whole.

And furthermore, this conveyance is made subject to certain general reser-
vations contained in a certain deed by the Executors of the Last Will of Cyrus Durey
to Adolph R. Jung and A. Fred Jung, which deed was recorded in said Clerk's Office
July 21, 1959, in Book 443 of Deeds at Page 44, to the extent that said reservations
may affect the aforesaid premises.

The foregoing conditions, covenants and restrictions shall in all respects
be regarded as covenants attached to and running with the land and the same are to
be and shall become binding upon all future owners or occupants of said premises.

It is understood and agreed that the foregoing covenants, conditions and
restrictions are for the mutual protection of the party of the first part and all
other owners and any part of the lands and premises shown on the above mentioned Map,
and the party of the first part covenants that all future conveyances by deed or
otherwise, to any and all parts of said premises as shown on the above mentioned Map

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are to and shall be made subject to like conditions, covenants and restrictions.

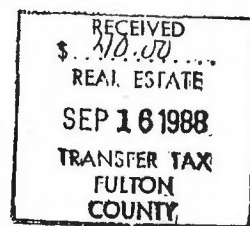
ALSO ALL THAT PLOT, PIECE OR PARCEL OF LAND, situate in the Town of Caroga, County of Fulton and State of New York, bounded and described as follows:

Commencing at a point, which point is also the southwest corner of Lot No. 23, which is the same Lot No. 23 as hereinabove conveyed and running southerly on a line which is the extension of the westerly boundary of said Lot No. 23 to a point which is on the Shoreline of East Canada Lake Inlet; thence running generally in an easterly direction along the shoreline of East Canada Lake Inlet 100 feet more or less to a point; thence running northerly from said point to a point which is also the southeast corner of Lot No. 23; thence running generally in a westerly direction along the southerly boundary line of Lot 23 100 feet more or less to the point and place of beginning.

It is the intention of this conveyance to convey a rectangular parcel of land which lies to the south of Lot 23 and extends to the Shoreline of East Canada Lake Inlet.

The restrictions, conditions and covenants applicable to Lot No. 23 hereinabove conveyed shall likewise apply in full measure to the second parcel herein conveyed.

BEING the same premises conveyed by Jung Realty Corporation to Richard Hall and Margaret Hall, his wife, by Warranty Deed dated July 13, 1971 and recorded in the Fulton County Clerk's Office on July 22, 1971 in Book 513 of Deeds at Page 1011.



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