

WARRANTY DEED

THIS INDENTURE made this _____ day of November, Two Thousand Nine

BETWEEN

CHRISTMAS & ASSOCIATES, INC. of 48 Union Street, Camden, New York 13316, "Grantor", a corporation organized under the laws of the State of New York

and

KEITH E. VANKIRK, residing at 229 Patricia Drive, North Syracuse, New York 13212,

hereinafter Grantee

WITNESSETH that the Grantor, in consideration of ONE AND no/100 Dollar and other valuable consideration, paid by the Grantee, does hereby grant and release unto Grantee, his, her, their heirs, successors and assigns forever

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Parish, County of Oswego, State of New York, and described as Lot 3 (13.174+/- acres) on a map entitled "Survey Map of McCarthy Subdivision, Part of Sub Lot 2 in Great Lot 16 in the North Half of the 23rd Township of Scriba's Patent, Town of Parish, Oswego County, New York" by J. D. Plumley Land Surveying, Licensed Land Surveyor of Camden, New York dated March 26, 2009 and filed in the Oswego County Clerk's Office on April 21, 2009 as Instrument No. R-2009-003348.

TOGETHER WITH, SUBJECT TO and RESERVING TO GRANTOR a 50 foot wide easement and right of way in common with others for ingress and egress over, along and through the lot(s) conveyed herein, all as shown on the aforesaid subdivision survey map.

SUBJECT TO the covenant and restriction that maintenance of the private access road within the subdivision shall be the sole responsibility of the lot owners. Each lot owner agrees to keep their section of the road free of debris and all other natural and manmade obstructions. Lot owners will maintain their section of road in a suitable condition for two-wheel drive vehicular traffic, except when prevented by weather conditions. Grantor and the Town of Parish make no representation concerning the aforesaid road or maintenance thereof, and no mechanism for maintenance of said road other than as stated above has been created. Proposed private road will remain private road with maintenance being the responsibility of the individual lot owners.

The above-described restrictive covenant shall be deemed permanent and shall run with the land and apply to, inure to and bind the Grantee herein, their heirs, successors and assigns.

ALSO SUBJECT TO the state of facts shown on the aforesaid survey map.

Grantee, by acceptance of this deed, hereby grants to Grantor a right of first refusal with respect to the subject property. Grantee shall give written notice to Grantor of any bona fide contract of sale of the property, including the terms and conditions thereof. Grantor shall thereupon have thirty days within which to exercise its right to acquire said premises on the same terms and conditions, which right must be exercised by giving written notice thereof to Grantee. Any conveyance or devise to a member of the immediate family of Grantee shall not be subject to this provision. This right of first refusal shall terminate after the first bona fide sale of the subject property, provided Grantor has been given the required written notice.

Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants, restrictions and easements, in addition to any governmental regulations or ordinances:

(a) Lots shall be used only for residential, recreational, agricultural and forestry purposes.

(b) No further subdivision shall be permitted on any lot.

(c) All buildings, accessory structures, temporary camps and sewage disposal systems shall adhere to the following setbacks:

1. 100' from the boundary of any classified wetland.
2. 25' from the side and rear lot lines of each lot.
3. 100' from any stream, brook or pond.
4. 50' from the bounds of any road or right of way.

(d) There shall be only one single family dwelling or seasonal camp and accessory structures on each lot in the subdivision. Two family and/or multi-family dwellings are prohibited.

(e) No trailer, mobile home, basement, tent, shack, garage or other out-building shall at any time be used as a residence except that modular homes or double wide trailers are permitted provided they are set upon a permanent foundation and otherwise meet all necessary governmental approvals. The placement of abandoned buses, cars or junk vehicles is prohibited on this property. A temporary camp, tent or camper may be used for recreational purposes, but shall not be allowed to remain on any lot for more than ninety (90) days in any one calendar year. Pit privies and outhouses are prohibited.

(f) The outside finish of all buildings must be completed within eighteen months after construction has started. No building paper, insulation board, sheathing or similar non-exterior materials shall be used for the exterior finish of any building. The exterior finish of all buildings shall be composed of colors harmonious with the existing environment.

(g) No offensive activity shall be permitted on any lot nor shall any use or practice be allowed which is a source of annoyance to the residents of the subdivision or which shall interfere with the peaceful possession and proper use of the property.

(h) The burying or dumping of garbage, junk, trash, oil, petroleum or other liquid and/or solid waste on any lot is strictly prohibited.

(i) Grantor hereby reserves and grants to each lot owner, and each lot owner grants to all other lot owners, easements for utilities along the access roads through the subdivision as shown on said survey map, such utilities to be located as close as practicable to said road.

(j) All new utilities must be constructed underground except when conditions such as ledge or wetlands will cause undue economic hardship.

(k) These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any of these covenants, restrictions or easements shall not affect any other of these provisions which shall thereafter remain in full force and effect. Any lot owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in a legal action to enforce such covenant, restriction or easement.

CONTRACT FOR PURCHASE & SALE OF R

ALL LIENS, RESERVATIONS, EASEMENTS OR CONDITIONS AFFECTING THIS PROPERTY ARE AS FOLLOWS: All easements of record have been confirmed and there are no easements which negatively affect title to this property. For confirmation of title and description of easements, see Attachment A and refer to the survey map.

Together and subject to a 50' wide easement and right of way as shown on the survey map.

State of facts shown on the survey map by J.D. Plumley, Land Surveying, titled "McCarthy Subdivision", dated October 27, 2008.

An easement over lands within this project allowing access for utilities to each lot is being granted by Christmas & Associates, Inc. for the future benefit of each lot owner.

Restrictive covenants for this subdivision are as follows:
See Attachment B - Deed Restrictions

THE PROPERTY HAS BEEN DEVELOPED IN CONFORMANCE WITH ALL LOCAL CODES AND STANDARDS.

TAXES: You will be responsible for paying annual real estate taxes for town and county taxes and any special district assessments to Kelly Reader, Town Clerk and school taxes to the Altmar Parish Williamstown Central School District. Taxes and assessments on this property would be approximately \$15.09 per acre this year. After you purchase the lot, the assessor will assess the lot separately, based upon fair market value, and your taxes will probably increase.

THE SUBDIVISION IS SUBJECT TO THE FOLLOWING LOCAL ZONING REQUIREMENTS: The Town of Parish has Zoning and Subdivision Regulations in force at this time. The Town of Parish enforces the New York State building codes and New York State Health Department regulations. Building permits are required by the Town of Parish prior to construction.

ELECTRIC AND TELEPHONE SERVICE: Currently parcels 1 - 4 do not adjoin electric and telephone utility lines. Christmas & Associates, Inc. cannot accurately represent the cost or availability to hook up utility services.

REGARDING ACCESS: All lots are accessed via Churchill Road, a seasonal road.

INFORMATION REGARDING WETLANDS: Lands purchased may contain freshwater wetlands. All lots in this development have been properly inspected by the developer to insure reasonable access and a buildable site at least 100' from a wetland. It is important to note that the existence of a wetland is not a negative issue; in fact, it tends to be a benefit for birds and wildlife. Wetlands aren't always wet. The location and existence of any wetland is based on the existing vegetation and soil characteristics. If you are concerned about a specific location of a proposed building site as it relates to a wetland, we recommend you request a wetlands delineation be performed. Wetlands can be delineated by a wetlands biologist at the appropriate DEC office or by a private (for hire) certified wetlands expert. Any ground disturbance within 100' of a wetland including driveways, parking areas, grading, filling and dredging or other types of construction may require a DEC permit. You may contact the DEC at the regional office at the location provided on the following pages.

STORM WATER DISCHARGE: Land Use Development projects that create disturbance of one or more acres of land involving runoff to any water source may require a New York State Department of Environmental Conservation permit for storm water discharge. You may contact the Department of Environmental Conservation at the regional office at the location provided below.

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CHRISTMAS & ASSOCIATES, INC.
Covenants, Easements and Restrictions
Town of Parish, Oswego County, New York

Said lot and all lots in the subdivision described on said survey map shall be subject to the following covenants, restrictions and easements, in addition to any governmental regulations or ordinances:

- (a) Lots shall be used only for residential, recreational, agricultural and forestry purposes.
- (b) No further subdivision shall be permitted on any lot.
- (c) All buildings, accessory structures, temporary camps and sewage disposal systems shall adhere to the following setbacks:
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(k) These covenants, restrictions and easements may be enforced by the owner(s) of any lot in said subdivision (including Grantor) against any person or persons violating or attempting to violate any provision hereof, either to restrain the violation thereof or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so hereafter. Invalidation of any of these covenants, restrictions or easements shall not

CONTRACT FOR PURCHASE & SALE OF REAL ESTATE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

Other of these provisions which shall thereafter remain in full force and effect. Any owner who violates any of these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other lot owner who is successful in a legal action to enforce such covenant, restriction or easement.

(l) These covenants, restrictions and easements may also be enforced by the Town of Parish. The Town shall likewise be entitled to recover the reasonable attorneys' fees and legal expenses of enforcement in a successful legal action.

(m) The Grantor reserves to itself the right to vary or modify the aforesaid covenants, restrictions and easements in cases of hardship or practical difficulty where the basic intent and purposes of said covenants, restrictions and easements would not be frustrated.

(n) The Grantor and Grantee herein covenant and agree that the property conveyed herein shall be subject to these covenants, restrictions and easements. These covenants, restrictions and easements shall be included in all deeds and shall bind all lots in the subdivision of which this lot is a part. These covenants, restrictions and easements shall inure to the benefit of the Grantee herein, his heirs, legal representatives, successors and assigns.

N 21°00' E 1060.71'

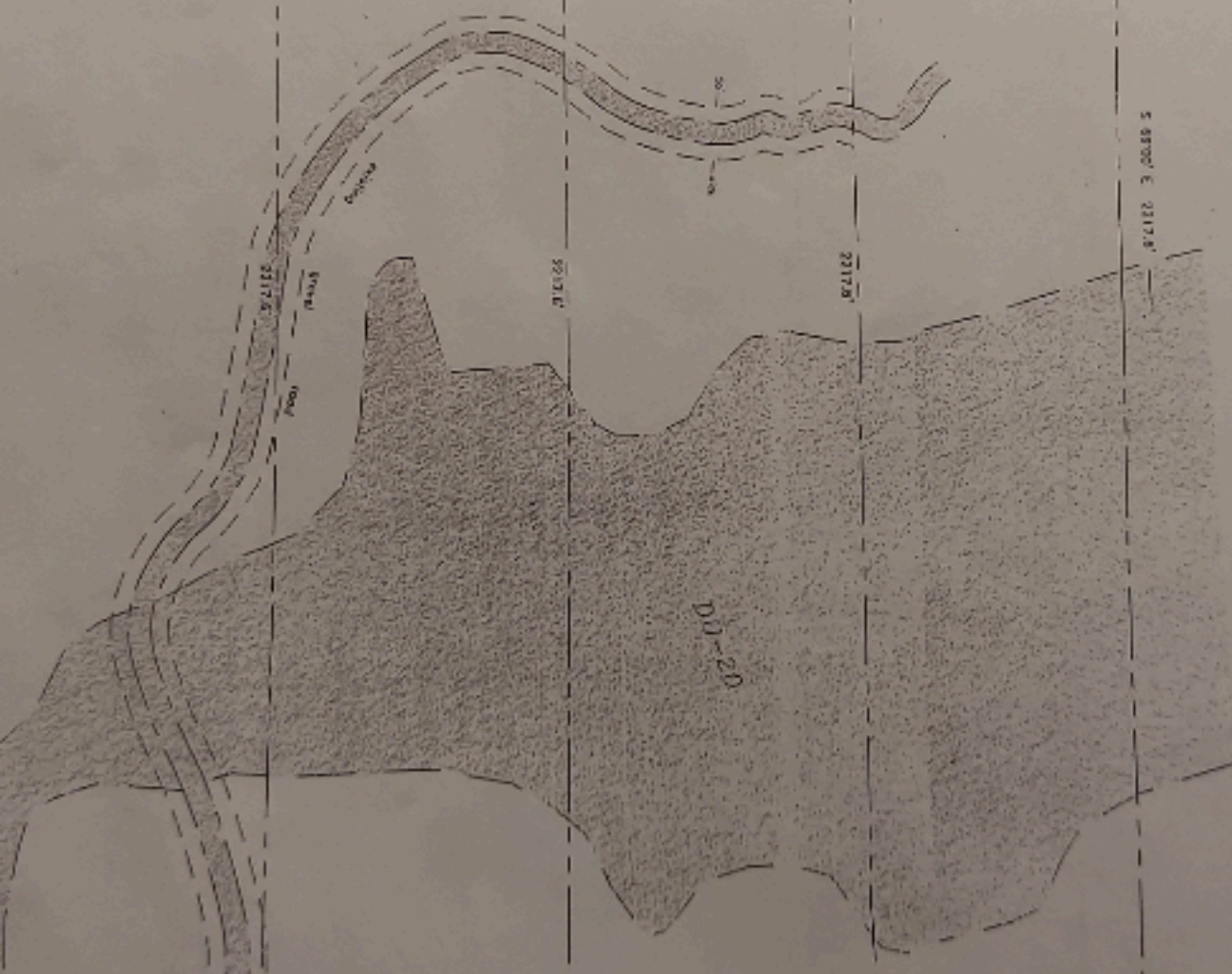
270.61'

264.84'

292.20'

262.83'

S 88°00' E 2317.8'



Lot 2
13.45 acres

Lot 3
13.25 acres

Lot 4
13.35 acres

Lot 1
13.16 acres

20' wide Easement A
Right of Way to 24' wide easement
bar access to the rear of the lots

270.61'

170.51'

270.61'

S 21°00' W 1060.71'

Lot 7
Lot 16
Lot 1

Scale
1" = 100'