



**PO Box 2133 ~ Plattsburgh, NY 12901**  
Phone (518) 563-7418 ~ Fax (518) 561-3034

**PO Box 702 ~ Malone, NY 12953**  
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**PO Box 818 ~ Elizabethtown, NY 12932**  
Phone (518) 873-2642 ~ Fax (518) 873-6837

**File # 23 – Cen1645**

**Owner:** Edgewater Estates Homeowners Association, Inc.

**Address:** 49 Edgewater Estates – City of Plattsburgh

**Section:** 207.8      **Block:** 2      **Lot:** 49

**Prepared For:**

**Matthew Miller**  
**41 City Hall**  
**Plattsburgh, NY 12901**

1. -----  
Plattsburgh Urban Renewal Agency :  
 :  
 :  
 to :  
 :  
 :  
 Concord Development Corporation :  
-----

**WARRANTY DEED**

Dated: May 20, 1985  
Recorded: August 19, 1985  
Liber 648 Cp 279

**Note 1:** The herein recited Navigation Sight Easements Deed 161-164, 161-165, 161-166 and 161-167 are attached for review as Exhibits C, D, E, and F.

**Note 2:** See maps shown as set out #'s 11 and 12 for the parcels described herein.

Covers PIQ with other lands

**Abstractor Note:** The recited herein Contract for Sale Part I (Deed 649-139) and Part II (Deed 649-150) is attached for review as Exhibit A & B.



14965

# This Indenture,

Made the 20th day of May

Nineteen Hundred and Eighty Five

Between PLATTSBURGH URBAN RENEWAL AGENCY, a public benefit corporation organized under the laws of the State of New York by Chapter 526 of the laws of New York, 1963, with principal office at City Hall, City of Plattsburgh, County of Clinton, State of New York,

~~and Concord Development Corporation, a corporation organized under the laws of~~

party of the first part, and

CONCORD DEVELOPMENT CORPORATION, with an office at 1701 W. Charleston Boulevard, City of Las Vegas, County of Clark and State of Nevada, a corporation organized and existing under the laws of the State of Nevada.

Witnesseth that the party of the first part, in consideration of One Hundred Twenty-four Thousand, One Hundred Sixteen and no/100-----

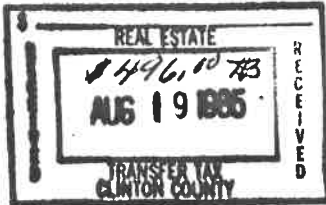
Dollar (\$ 124,116.00)

lawful money of the United States,

paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all

THAT CERTAIN PIECE OR PARCEL OF LAND, situate lying and being on the southeasterly side of Margaret Street, in the City of Plattsburgh, County of Clinton and State of New York, more particularly bounded and described as set forth in Schedule "A" hereto annexed and hereby made a part of this instrument.

138



SCHEDULE "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton, and State of New York and being PARCEL 4 as indicated on a certain map prepared by Paul E. Cummings, dated July 15, 1969 and titled as follows, "Property Line Map The Plattsburgh Urban Renewal Agency Project N.Y.R-106 City of Plattsburgh, Clinton County, New York Area East of Margaret Street Sheet 1 of 2 sheets, Map No. 4"; and bounded and described as follows: BEGINNING at a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the said southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east ( $N43^{\circ}-47'-45''E$ ) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N46^{\circ}-14'-15''E$ ) one hundred seventy-six and ninety-four one-hundredths (176.94) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (3) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N46^{\circ}-14'-15''E$ ) two hundred and zero hundredths (200.00) feet to an iron pipe found in the ground; (4) north forty-six degrees, twelve minutes and fifteen seconds east ( $N46^{\circ}-12'-15''E$ ) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (5) north forty-five degrees, thirty minutes and zero seconds east ( $N45^{\circ}-30'-00''E$ ) thirty-eight and zero hundredths (38.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (6) north forty-five degrees, thirty minutes and zero seconds east ( $N45^{\circ}-30'-00''E$ ) fifteen and forty-nine one hundredths (15.49) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (7) north forty-three degrees, two minutes and thirty seconds east ( $N43^{\circ}-02'-30''E$ ) forty-six and fifty-one one-hundredths (46.51) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (8) north forty-two degrees, twenty-eight minutes and forty-five seconds east ( $N42^{\circ}-28'-45''E$ ) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground, said point of beginning being at the northwesterly corner of a

(2)

parcel of land conveyed by Nicholas P. Corodimas and Bernice M. Corodimas, his wife, to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969 and recorded January 7, 1969 in the Clinton County Clerk's Office in Volume 515 of Deeds at page 338 and running thence south forty-seven degrees, twenty-five minutes and zero seconds east ( $S47^{\circ}-25'-00''E$ ), along the northeasterly bounds of said parcel of land conveyed to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969, two hundred ninety and zero hundredths (290.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east ( $N24^{\circ}-37'-30''E$ ) three hundred eighteen and fifty-one one-hundredths (318.51) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west ( $N47^{\circ}-25'-00''W$ ) one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street, thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street, one and thirty-four one-hundredths (1.34) feet to a point in the northeasterly bounds of a fifty (50) feet wide navigation sight easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166 and 167; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''E$ ), along the southeasterly side of Margaret Street, twenty and ninety-three one-hundredths (20.93) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground in the northeasterly bounds of a parcel of land appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930; thence south thirty-seven degrees, three minutes and zero seconds east ( $S37^{\circ}-03'-00''E$ ), along the northeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-eight and four one-hundredths (38.04) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground at the northeasterly corner of said parcel appropriated by New York State Department of Public Works; thence south fifty-two degrees, fifty-seven minutes and zero seconds west ( $S52^{\circ}-57'-00''W$ ), along the south-easterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, sixteen and zero hundredths (16.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground

(3)

at the southeasterly corner of said parcel appropriated by New York State Department of Public Works, thence north thirty-seven degrees, three minutes and zero seconds west ( $N37^{\circ}-03'-00''W$ ), along the southwesterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-five and twenty-seven one-hundredths (35.27) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground in the southeasterly bounds of Margaret Street; thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street fourteen and sixty-one one-hundredths (14.61) feet to a point in the southwesterly bounds of said fifty (50) feet wide navigation sight easement appropriated with certain lands by New York State Department of Public Works by said four separate documents dated June 13, 1930, both the northeasterly and southwesterly bounds of said fifty (50) feet wide navigation sight easement extend along lines with a bearing of south thirty-one degrees, forty-seven minutes and forty-five seconds east ( $S31^{\circ}-47'-45''E$ ) across the full depth of parcel herein conveyed; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street, forty-six and twenty-six one-hundredths (46.26) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence south forty-two degrees, thirty-four minutes and fifteen seconds west ( $S42^{\circ}-34'-15''W$ ), along the southeasterly bounds of Margaret Street, two hundred three and sixty-two one-hundredths (203.62) feet to the point or place of beginning and containing, between the bounds as indicated 1.692 acres of land.

Together with the rights of the party of the first part hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the above described parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated February 6, 1965 and titled as follows: "Map No. 2 Topographic Map Northend Renewal Project N.Y.R-106 City of Plattsburgh, New York North of Scotion Creek."

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor, in a survey completed July 15, 1969 and is PARCEL 4 as indicated on map first above mentioned and prepared by said Paul E. Cummings.

The parcel of land hereby conveyed is subject to the navigation right easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166, and 167.

The parcel of land herein conveyed is part of the premises conveyed to George C. Potter by Henry Scheier and Rebecca Scheier, his wife, by Deed dated July 20, 1923 and recorded August 8, 1923 in the Clinton County Clerk's Office in Volume 140 of Deeds at page 28, all of the premises conveyed by Mary Feinstein to Harry Rubin and Lillian E. Rubin, his wife by Deed duly recorded in the Clinton County Clerk's Office May 13, 1958 in Volume 400 of Deeds at page 155, all of the premises conveyed by Dana B. Hanks to Dana B. Hanks and Bessie E. Hendrecks, Joint Tenants, by Deed dated May 20, 1963 and recorded June 6, 1963 in the Clinton County Clerk's Office in Volume 466 of Deeds at page 282, and all of the premises conveyed by Dana B. Hanks to Dana B. Hanks and Alice H. Wright, Joint Tenants, by Deed dated May 20, 1963 and recorded June 6, 1963 in the Clinton County Clerk's Office in Volume 466 of Deeds at page 280.

It is hereby intended to convey part of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Pauline Hoffmeyer in an action recorded in the Clinton County Clerk's Office on April 22, 1968 in Volume 15 of Lis Pendens at page 139, all of the premises acquired by the Plattsburgh Urban Renewal Agency from I. Elsa Cohen by Warranty Deed dated April 5, 1968 and recorded April 22, 1968 in the Clinton County Clerk's Office in Volume 508 of Deeds at page 521, all of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Dana B. Hanks and Alice H. Wright in an action dated April 10, 1968, and all of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Dana B. Hanks and Bessie E. Hendricks and George Corodimas in an action dated April 10, 1968.

SCHEDULE "A"  
(continued)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton and State of New York and being PARCEL (5) as indicated on a certain map prepared by Paul E. Cummings, dated January 19, 1972 and titled as follows, "Property Line Map The Plattsburgh Urban Renewal Agency Area East Side of Margaret Street Revision of Parcels (5) and (6). Map No. 4-A", and bounded and described as follows: BEGINNING at a  $\frac{1}{2}$  inch iron pipe set in the ground at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east (N 43<sup>o</sup>-47'-45"E) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east (N46<sup>o</sup>-14'-15"E) three hundred seventy-six and ninety-four one-hundredths (376.94) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (3) north forty-six degrees, twelve minutes and fifteen seconds east (N46<sup>o</sup>-12'-15"E) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (4) north forty-five degrees, thirty minutes and zero seconds east (N45<sup>o</sup>-30'-00"E) fifty-three and forty nine one-hundredths (53.49) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (5) north forty-three degrees, two minutes and thirty seconds east (N43<sup>o</sup>-02'-30"E) forty-six and fifty-one one-hundredths (46.51) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (6) north forty-two degrees, twenty-eight minutes and forty-five seconds east (N42<sup>o</sup>-28'-45"E) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (7) north forty-two degrees, thirty-four minutes and fifteen seconds east (N42<sup>o</sup>-34'-15"E) two hundred three and sixty-two one-hundredths (203.62) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (8) north forty-three degrees, eight minutes and fifteen seconds east (N43<sup>o</sup>-08'-15"E) ninety-nine and thirty-eight one-hundredths (99.38) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground, said point of beginning at the northwesterly corner of PARCEL (4), as indicated on above mentioned map and running thence south forty-seven degrees, twenty-five minutes and zero seconds east (S47<sup>o</sup>-25'-00"E), along the northeasterly bounds of said PARCEL (4), one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north twenty-four degrees,



(6)

thirty-seven minutes and thirty seconds east (N24<sup>0</sup>-37'-30"E) ninety-two and fifty hundredths (92.50) feet to a ½ inch iron pipe set in the ground thence north forty-four degrees, nineteen minutes and thirty seconds east (N44<sup>0</sup>-19'-30"E) two hundred forty-eight and eighty-sixone-hundredths (248.86) feet to a ½ inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west (N47<sup>0</sup>-25'-00"W), along the southwesterly bounds of PARCEL (6) as indicated on above mentioned map, one hundred sixty-six and sixty-nine one-hundredths (166.69) feet to a ½ inch iron pipe set in the ground on the southeasterly side of Margaret Street at the southwesterly corner of said PARCEL (6); thence south forty-three degrees, eight minutes and fifteen seconds west (S43<sup>0</sup>-08'-15"W) along the southeasterly side of Margaret Street, three hundred thirty-six and seventy-seven one-hundredths (336.77) feet to the point or place of beginning and containing, between the bounds as indicated, 1.293 acres of land.

Together with the rights of the first party hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the above described parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated February 6, 1965 and titled as follows, "Map No. 2 Topographic Map Northend Renewal Project N.Y.R-106 City of Plattsburgh, New York North of Scotion Creek."

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor in a survey completed January 19, 1972 and is PARCEL (5) as indicated on map first above mentioned and prepared by said Paul E. Cummings.

The Parcel of land herein conveyed was acquired by Plattsburgh Urban Renewal Agency by the following five acquisitions:

1. Order No. 4801 dated November 13, 1969 from Pauline Hoffmeyer; 2. Order No. 4803 dated May 10, 1968 and amended Order No. 4803 dated May 30, 1970 from Idolat Lefebvre; 3. Part of the premises in Order No. 4781 dated May 3, 1968 from Emma Blow and Pauline Blow and the State Bank of Albany; 4. Warranty Deed dated December 14, 1967 and recorded January 12, 1968 in the Clinton County Clerk's Office in Volume 506 of Deeds at page 211 from Margaret Beshon Cross and Nelson Cross; 5. Part of the premises in Order No. 4782 dated May 3, 1968 from Eva Bennett.

(7)

This conveyance is subject to all relevant provisions of part I and part II of a certain contract between the party of the first part and the party of the second part recorded in the Clinton County Clerks office in Volume 641 of Deeds at Page 139.

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, its successors and assigns forever.

And the party of the first part covenants as follows:

First. That the party of the second part shall quietly enjoy the said premises;

Second. That the party of the first part will forever warrant the title to said premises.

In Presence of

*J. C. Hancock*  
Secretary

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 20th day of May Nineteen Hundred and Eighty Five

PLATTSBURGH URBAN RENEWAL AGENCY

By *Carlton E. Rennell*  
CARLTON E. RENNELL

State of New York  
County of CLINTON

ss. On this 20th day of May  
Nineteen Hundred and Eighty Five

before me personally came  
Carlton E. Rennell

to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Plattsburgh that he is the Chairman of Plattsburgh Urban Renewal Agency the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

*Alene B. Cote*  
NOTARY PUBLIC

RECORDED  
LIBER 648 OF Deeds  
PAGE 279 & EXAMINET  
AUG 19 10 43 AM '85  
*J. J. Amell*  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

ALINE B. COTE  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN CLINTON COUNTY  
BY COMMISSION EXPIRES MARCH 20, 19 87

16815

PART I

of

CONTRACT FOR

SALE OF LAND FOR PRIVATE REDEVELOPMENT

By and Between

THE PLATTSBORGH URBAN RENEWAL AGENCY

AND

CONCORD DEVELOPMENT CORPORATION

(EUGENE CREECH, PRESIDENT)

AUGUST 13, 1984

PARCELS 4 & 5

VOL 641 PAGE 139

Exhibit A

21881

PART I  
CONTENTS

Section	Page
1. Sale; Purchase Price and Miscellaneous	3
2. Conveyance of Property	3
3. Good Faith Deposit	4
4. Time for Commencement and Completion of Improvements	5
5. Time for Certain Other Actions	5
6. Period of Duration of Covenant on Use	5
7. Notices and Demands	5
8. Special Provisions	6
9. Counterparts	8

(See Part II of Contract for  
Sections 101 through 703)

CONTRACT FOR

SALE OF LAND FOR PRIVATE REDEVELOPMENT

AGREEMENT, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the 13th day of August 1984, by and between the Plattsburgh Urban Renewal Agency, a public benefit corporation (hereinafter called "Agency"), and having its office at the City Hall in the City of Plattsburgh, County of Clinton, and State of New York, and Concord Development Corporation (hereinafter collectively called "Redeveloper") residing at 1701 W. Charleston Boulevard in the City of Las Vegas, County of Clark and State of Nevada, WITNESSETH:

WHEREAS, in furtherance of the objectives of Article 15 of the General Municipal Law of the State of New York, as amended, the City has undertaken a program for the acquisition, clearance, replanning, reconstruction and neighborhood rehabilitation of blighted areas in the City, and in this connection has been engaged in carrying out a project known as Northend Renewal Project N.Y.R-106, (hereinafter called "Project") in an area (hereinafter called "Project Area") located in the City;

WHEREAS, in accordance with Section 504 of Article 15 of the General Municipal Law of the State of New York, as amended, the Common Council of the City of Plattsburgh (hereinafter called "Common Council"), by resolution adopted September 7, 1961, found that the Project Area is a substandard or insanitary area and designated said Project Area as appropriate for urban renewal; and

WHEREAS, Article 15-A of the General Municipal Law of the State of New York, as amended, authorizes a municipality to organize a municipal urban renewal agency upon establishment by special act of the New York State Legislature; and

WHEREAS, the New York State Legislature, by the passage of Chapter 526 of the Laws of New York 1963, a special act effective as of April 23, 1963, established the Agency which thereafter was duly organized pursuant to the provisions of Section 553 of Article 15A of the General Municipal Law of the State of New York, as amended, and

WHEREAS, on July 2, 1963, the Mayor of the City of Plattsburgh filed with the Commissioner of Housing and Community Renewal a Certificate of Establishment of the Plattsburgh Urban Renewal Agency and with the Secretary of State a duplicate original of such Certificate of Establishment, setting forth (1) the date of passage of the special act establishing the Agency; (2) the name of the Agency; (3) the names of the members and their terms of office, specifying which member is the chairman; and (4) facts establishing the need to the establishment of an agency in the City; and

WHEREAS, all urban renewal activities previously carried out by the City in accordance with Article 15 of the General Municipal Law of the State of New York, as amended, have been carried out by the Agency by virtue of a Novation Agreement among the City of Plattsburgh, the Plattsburgh Urban Renewal Agency and the United States of America, dated April 21, 1966; and

WHEREAS, the Agency has prepared an urban renewal plan for the Project, which urban renewal plan was submitted to the Planning Board of the City of Plattsburgh

hereinafter called "Planning Board") which held a public hearing after due notice on March 14, 1966, and by resolution adopted March 16, 1966, approved the urban renewal plan, and certified that such urban renewal plan conforms to the comprehensive community plan for the development of the municipality as a whole, is consistent with local objectives, complies with the provisions of Section 502(7) of Article 15 of the General Municipal Law of the State of New York, as amended, and conforms to the finding made pursuant to Section 504 of such law; and

WHEREAS, on March 16, 1966, the Planning Board submitted its report to the Common Council certifying its qualified approval, and the Common Council, after a public hearing held on due notice on April 19, 1966, approved the urban renewal plan by resolution adopted April 21, 1966, and made the necessary statutory findings in accordance with subdivision 4 of Section 505 of Article 15 of the General Municipal Law of the State of New York, as amended, and

WHEREAS, in order to enable the Agency to achieve the objectives of the urban renewal plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for and in accordance with the uses specified in the urban renewal plan, the Federal Government, the State of New York and the City of Plattsburgh, have provided substantial aid and assistance to the Agency through a contract for capital grant dated February 28, 1967 in the case of the Federal Government, and through a Contract for State Capital Grant dated January 15, 1968 in the case of the State, and through a Cooperation Agreement dated May 21, 1970 in the case of the City; and

WHEREAS, the Agency has prepared an amended urban renewal plan for the Project which amended urban renewal plan was submitted to the Planning Board, and by resolution adopted May 1, 1969 unqualifiedly approved the amended urban renewal plan, and certified that such amended urban renewal plan conforms to the comprehensive community plan for the redevelopment of the municipality as a whole, is consistent with the local objectives, complies with the provisions of Section 502(7) of Article 15 of the General Municipal Law of the State of New York, as amended, and conforms to the finding made pursuant to Section 504 of such law; and

WHEREAS, on May 12, 1969, the Planning Board submitted its report to the Common Council certifying its unqualified approval, and the Common Council, after a public hearing held on due notice on June 12, 1969, approved the amended urban renewal plan by resolution adopted June 19, 1969, and made the necessary statutory findings in accordance with subdivision 4 of Section 505 of Article 15 of the General Municipal Law of the State of New York, as amended; and

WHEREAS, prior to the aforesaid resolution of the Common Council, the Agency approved the amended urban renewal plan by resolution adopted January 18, 1969; and

WHEREAS, a copy of the amended urban renewal plan (which amended urban renewal plan, as it may hereafter be further revised and/or amended from time to time pursuant to law, and as so constituted from time to time, is unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan", as constituted on the date of the Agreement has been recorded in the Office of the Clerk of the County of Clinton in Liber 525 of Deeds, Page 485 to 489; and

WHEREAS, pursuant to the provisions of Section 555 of Article 15-A of the General Municipal Law of the State of New York, as amended, the Agency has acquired all real property in the Project Area, title vesting in the Agency, and pursuant to the provisions of Section 556 of Article 15-A of the General Municipal Law of the State of New York, as amended, shall sell, convey and otherwise dispose of that

portion of the real property in the Project Area more particularly described in Schedule A, annexed hereto and made a part hereof (which portion of said real property as so described is hereinafter called "Property") upon such terms and conditions as shall insure the replanning, reconstruction and revitalization of the Project Area; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase the Property and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with the agreement; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, pursuant to subdivision 2 of Section 507 of Article 15 of the General Municipal Law of the State of New York, as amended, the Redeveloper was duly designated, after due notice of its identity as the proposed sponsor and its proposed use of the Property, by the Agency and approved by the Common Council by resolution adopted the 21st day of June, 1984, as a qualified and eligible sponsor; and

WHEREAS, pursuant to subdivision 2 of Section 507 of Article 15 of the General Municipal Law of the State of New York, as amended, the Common Council held a public hearing after due notice and subsequent thereto, by resolution adopted the 12th day of July, 1984, duly approved the sale of the Property to the Redeveloper.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE

Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the real property from the Agency described in Schedule "A", hereto annexed, and hereby made a part of this Agreement, and pay therefore to the Agency the amount of One hundred twenty-four thousand one hundred sixteen dollars and no cents (\$124,116.00) lawful money of the United States hereinafter called the "Purchase Price", to be paid in cash or by certified check or bank draft to the order of the Agency drawn on a bank licensed to do business in the State of New York, subject to collection, simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

SEC. 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by a Bargain and Sale deed with covenants against Grantor's acts (hereinafter called "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 604 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(i) Any and all easements for utilities, both public and private, sewers, water lines, streets and rights-of-way in place, to be added, or to be added, or to be relocated, as are contained in the Urban Renewal Plan or the description of the premises as set forth in Schedule "A" attached hereto and made a part hereof; and

(ii) Such reservations, encumbrances or restrictions set forth in the Urban Renewal Plans; and

(iii) All provisions of any zoning ordinances enacted by the City and any and all other provisions of municipal ordinances, regulations or public laws.



(b) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper within sixty (60) days after the date of approval of the Final Construction Plans submitted by the Redeveloper to the Agency (as provided in Section 201 hereof), or on December 13, 1984, whichever date is later, or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Agency or such other place as the parties shall agree, and the Redeveloper shall accept such conveyance and pay to the Agency at such time and place the Purchase Price.

(c) Apportionment of Current taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the deed to the Redeveloper allocable to the land shall be apportioned between the Agency and the Redeveloper as of the date of the delivery of the Deed. If the amount of the current taxes on the Property is not ascertainable on such date, the apportionment between the Agency and the Redeveloper shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes is ascertained. If the property is exempt from taxation on the taxable status date next preceding date of delivery of the Deed by virtue of title being vested in the Agency, then the Redeveloper shall make a pro rata payment of taxes on the Property for the portion of the tax year measured from the date of delivery of the Deed.

(d) Recording of Deed. The Redeveloper shall promptly file the Deed for recordation in the Office of the Clerk of the County of Clinton. The Redeveloper shall pay all costs (including the cost of a documentary stamp tax of the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Redeveloper if required) for so recording the Deed.

(e) Title Evidence and Transfer Tax. The Redeveloper shall pay the cost of its own title insurance or title evidence, and shall further pay the cost of any transfer tax that may be required.

### SEC. 3. GOOD FAITH DEPOSIT

(a) The Redeveloper has, prior to or simultaneously with the execution of the Agreement by the Agency, delivered to the Agency a good faith deposit of Twenty-four thousand one hundred sixteen dollars and no cents (\$24,116.00), hereinafter called "Deposit", in the form of cash, a certified check satisfactory to the Agency, or negotiable United States Bonds, at their current market value, as security for the performance of the obligations of the Redeveloper, or its retention by the Agency, as liquidated damages, as the case may be, in accordance with the Agreement. The Deposit, if cash or certified check, shall be deposited in an account of the Agency in a bank or trust company selected by it.

(b) Interest. The Agency shall be under no obligation to pay or earn interest on the Deposit.

(c) Retention by Agency. Upon termination of the Agreement as provided in Section 603 hereof, or upon reversion of title as provided in Section 604 hereof, the Deposit, including all interest payable thereon after such termination or reversion, shall be retained by the Agency as provided in Section 603 or 604 hereof.

(d) Return to Redeveloper. Upon termination of the Agreement as provided in Section 602 hereof, the Deposit shall be returned to the Redeveloper by the Agency. If the Agreement shall not have been terminated as in Section 602 or 603 hereof provided, or if title has not reverted as in Section 604 hereof provided, the Agency shall return the Deposit to the Redeveloper within thirty (30) days after the issuance by

the Agency to the Redeveloper of a certificate of completion evidencing completion of the Improvements, as provided, in Section 207 hereof.

SEC. 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction of the Improvements referred to in Section 201 hereof shall be commenced in any event within six (6) months after the date of the Deed, and except as otherwise provided in the Agreement, shall be completed within eighteen (18) months after such date.

SEC. 5. TIME FOR CERTAIN OTHER ACTIONS

(a) Time for Submission of Preliminary Construction Plans. The time within which the Redeveloper shall submit "Preliminary Construction Plans" to the Agency and the City Building Inspector, pursuant to Section 201 hereof, shall be not later than sixty (60) days from the date of the Agreement.

(b) Time for Submission of Final Construction Plans. The time within which the Redeveloper shall submit "Final Construction Plans" to the Agency and the City Building Inspector, pursuant to Section 201 hereof, shall be not later than ninety (90) days from the date of approval by the Agency and the City Building Inspector of the Preliminary Construction Plans.

(c) Time for Submission of Corrected Preliminary and Final Construction Plans. The time within which the Redeveloper shall submit any new or corrected Preliminary and/or Final Construction Plans as provided for in Section 201 hereof shall be not later than thirty (30) days after the date the Redeveloper receives written notice from the Agency and the City Building Inspector of their rejection of the Preliminary and/or Final Construction Plans referred to in the latest such notice.

(d) Time for Agency and City Action on Change in Preliminary and Final Construction Plans. The time within which the Agency and the City Building Inspector may reject any change in the Preliminary and/or Final Construction Plans, as provided in Section 202 hereof, shall be thirty (30) days after the date of their receipt of notice of such change.

(e) Time For Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Redeveloper shall submit to the Agency evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 203 hereof, shall be not later than thirty (30) days after the date of written notice to the Redeveloper of approval of the Final Construction Plans by the Agency and the City Building Inspector.

SEC. 6. PERIOD OF DURATION OF COVENANT ON USE

The covenant pertaining to the uses of the Property, set forth in Section 301 hereof, shall remain in effect from the date of the Deed until the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenant shall terminate.

SEC. 7. NOTICES AND DEMANDS

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) In the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at 1701 W. Charleston Blvd., Las Vegas, Nevada ; and

(ii) In the case of the Agency, is addressed to or delivered personally to the Plattsburgh Urban Renewal Agency at City Hall, Plattsburgh, New York; or at such

other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

**SEC. 8. SPECIAL PROVISIONS**

**A. Agents and Brokers.** The parties hereto agree and warrant that they have dealt directly with each other in connection with the within described transfer and that there is no agent or broker entitled to a commission by reason of the said transfer insofar as the Agency is concerned. Any such broker who may have been retained was retained by the Redeveloper and the Redeveloper warrants and represents that it will pay any such commission that may be due. The Redeveloper further agrees that in the event a claim for a commission is made by an agent or broker, claiming that the transfer to the Redeveloper was brought about by said agent or broker, the Redeveloper will hold the Agency harmless. In the event any such claim or demand is made, the Agency will promptly give the Redeveloper notice of such claim or demand. The Redeveloper shall have the right to select its own counsel or represent it with regard to any such claim or demand. The Agency agrees to cooperate with the Redeveloper and to assist the Redeveloper in the defense of any suit in connection therewith, but the Redeveloper agrees to be responsible for any legal fees or expenses incurred by the Agency as a result of such cooperation and/or assistance.

**B. Consent to Plan Change.** The Agency represents and agrees that any changes, revisions or modifications of the Urban Renewal Plan which affect the Property, shall not be made after the date of execution of the Agreement and prior to the date of conveyance of the Property, unless consented to in writing by the Redeveloper.

**C. Agency Consultation.** The Redeveloper shall confer with and consult the Agency and the City's representatives including the Planning Board during the preparation of the "Preliminary Construction Plans" and "Final Construction Plans" and prior to submission of such Plans to the Agency and the City Building Inspector for approval as provided in Section 5 and Section 201 hereof.

**D. State Equal Opportunity in Construction Employment.** During the performance of the Agreement, the Redeveloper agrees as follows:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, religion, sex, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The Redeveloper will send to each labor union or representative or workers with which it has or is bound by a collective bargaining or other agreement or undertaking, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Redeveloper's agreement under clauses (a) through (b) (hereinafter called "non-discrimination clauses"), and all provisions of Executive Order 11246. If the Redeveloper was directed to do so by the Agency as part of the bid or negotiations of the Agreement, the Redeveloper shall request such labor union or representative to furnish it with a written statement that such labor union or representative will not discriminate because of race, color, religion, sex, or national origin, and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses

or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, the Redeveloper shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The Redeveloper will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The Redeveloper will state, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, color, religion, sex or national origin.

(e) The Redeveloper will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the State Commission for Human Rights, the Attorney General, City, Commissioner of Housing and Community Renewal and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) The Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Agency upon the basis of a finding made by the State Commission for Human Rights that the Redeveloper has not complied with these non-discrimination clauses, and the Redeveloper may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until it has satisfied the State Commission for Human Rights that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Redeveloper and an opportunity has been afforded the Redeveloper to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) If the Agreement is cancelled or terminated under clause (f), in addition to other rights of the Agency provided in the Agreement upon its breach by the Redeveloper, the Redeveloper will hold the Agency harmless against any additional expenses or costs incurred by the Agency in completing the work or in purchasing the services, materials, equipment or supplies contemplated by the Agreement, and the Agency may withhold payments from the Redeveloper in an amount sufficient for this purpose and recourse may be had against the surety of the performance bond if necessary.

(h) The Redeveloper will include the provisions of clauses (a) through (g) in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each

subcontractor or vendor as to operations to be performed within the State of New York. The Redeveloper will take such action in enforcing such provisions of such subcontract or purchase order as the Agency may direct, including sanctions or remedies for non-compliance. If the Redeveloper becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Agency, the Redeveloper shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

**SEC. 9. COUNTERPARTS**

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and behalf by the Chairman and its seal to be hereunto duly affixed and attested by its Secretary, and the Redeveloper has duly executed the Agreement in its name and behalf, on or as of the day first above written.



PLATTSBURGH URBAN RENEWAL AGENCY

*John Branca*  
Secretary

By *Carlton Russell*  
Chairman

ATTEST:

CONCORD DEVELOPMENT CORPORATION  
(Eugene Creech, President)

*Eugene Creech*

PL 641 113

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

On this 3rd day of August, in the year 1984, before me personally came Carlton E. Rennell to me known to be the Chairman of the Plattsburgh Urban Renewal Agency, who, being by me duly sworn, did depose and say that he resides at 39 Cogan Avenue Plattsburgh, New York, that he is the Chairman of the Plattsburgh Urban Renewal Agency, the public benefit corporation described in and which executed the foregoing instrument; and he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Members, by resolution dated the 12th day of July 1984, and that he signed his name thereto by like order.

Aime G. Core  
Notary Public

AIME G. CORE  
Notary Public, State of New York  
Qualified in Clinton County  
My Commission Expires March 30, 1985

STATE OF Nevada)  
: ss.  
COUNTY OF Clark )

On this 13 day of August 1984, in the year 1984, before me personally came Eugene Creech to me known, and known to me to be the individuals described in, and who jointly and severally executed the foregoing instrument, as tenants by the entirety, and who jointly and severally duly acknowledge to me that they executed the same.



Rebecca D. Heron  
Notary Public

RECORDED  
LIBER 641 OF Deeds  
PAGE 139 & EXAMINED  
SEP 10 11 53 AM '84  
Bernard Amell  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

VOL 641 PAGE 149

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TERMS AND CONDITIONS

PART II

of

CONTRACT FOR

SALE OF LAND FOR PRIVATE REDEVELOPMENT

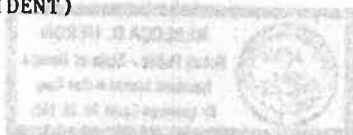
By and Between

THE PLATTSBURGH URBAN RENEWAL AGENCY

and

CONCORD DEVELOPMENT CORPORATION

(EUGENE CREECH, PRESIDENT)



PARCELS 4 & 5

Exhibit B

PART II  
CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE I. RIGHTS OF ACCESS TO PROPERTY	
101. Right of Entry for Utility Service	1
102. Redeveloper Not to Construct Over Utility Easements	1
103. Access to Property	1
ARTICLE II. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS CERTIFICATE OF COMPLETION	
201. Plans for Construction of Improvements	1
202. Changes in Construction Plans	3
203. Evidence of Equity Capital and Mortgage Financing	3
204. Approvals of Construction Plans and Evidence of Financing as Conditions Precedent to Conveyance	3
205. Commencement and Completion of Construction of Improvements	3
206. Progress Reports	4
207. Certificate of Completion	4
ARTICLE III. RESTRICTIONS UPON USE OF PROPERTY	
301. Restrictions on Use	4
302. Covenants; Binding Upon Successors in Interest; Period of Duration	5
303. Agency and United States Rights to Enforce	5
ARTICLE IV. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER	
401. Representations as to Redevelopment	6
402. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually	6
403. Prohibition Against Transfer of Property and Assignment of Agreement	6
404. Information as to Stockholders	8
ARTICLE V. MORTGAGE FINANCING; RIGHTS OF MORTGAGES	
501. Limitation Upon Encumbrance of Property	9
502. Mortgagee Not Obligated to Construct	9
503. Copy of Notice of Default to Mortgages	9
504. Mortgagee's Option to Cure Defaults	9
505. Agency's Option to Pay Mortgage Debt or Purchase Property	10
506. Agency's Option to Cure Mortgage Default	10
507. Mortgage and Holder	11



ARTICLE VI. REMEDIES

601. In General	11
602. Termination by Redeveloper Prior to Conveyance	11
603. Termination by Agency Prior to Conveyance	12
604. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper	12
605. Resale of Reacquired Property; Disposition of Proceeds	13
606. Other Rights and Remedies of Agency; No Waiver by Delay	14
607. Enforced Delay in Performance for Causes Beyond Control of Party	14
608. Rights and Remedies Cumulative	15
609. Party in Position of Surety With Respect to Obligations	15

ARTICLE VII. MISCELLANEOUS

701. Conflict of Interest; Agency Representatives Not Individually Liable	15
702. Provisions Not Merged With Deed	15
703. Titles of Articles and Sections	15

ARTICLE I. RIGHTS OF ACCESS TO PROPERTY

SEC. 101. Right of Entry for Utility Service. The Agency reserves of itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the boundary lines and provided for in the easements described or referred to in Paragraph (a), Section 2 of Part I hereof.

SEC. 102. Redeveloper Not to Construct Over or Under Public Easements. The Redeveloper shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public purposes described or referred to in Paragraph (a) Section 2 of Part I hereof, unless such construction is provided for in such easement or has been approved by the Agency.

SEC. 103. Access to Property. Prior to the conveyance of the property by the Agency to the Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE II. CONSTRUCTION PLANS; CONSTRUCTION IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 201. Plans for Construction of Improvements. Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws and regulations. As promptly as possible after the date of the Agreement, and, in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency and the City Building Inspector, for approval by the Agency and the City, plans, drawings, specifications, and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency and the City as herein provided, are, except as otherwise clearly indicated by the content, hereinafter collectively called "Construction Plans" with respect to the improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and the Agreement, and which Preliminary Construction Plans shall show building plans at a scale not smaller than 1/16" = 1 foot, and shall include: (i) a perspective rendering showing the site, the proposed development and its relation to surrounding areas; (ii) location of all proposed buildings; (iii) plan of ground floor and typical floors; (iv) all major building elevations; (v) cross sections through the site and buildings; (vi) an outline specification indicating major exterior materials, landscape and

paving materials; (vii) a preliminary grading plan showing existing and proposed contours at not more than one (1) foot intervals conforming with proposed finished grades on boundary streets or property lines; (viii) a site plan at a scale not smaller than 1" = 20 feet with topography at not greater than 1 foot intervals showing, in addition to features hereinabove described, interior traffic patterns, position of street lighting, project lighting, location of site utilities, curb cuts, driveways, off-street parking, service areas, pedestrian walks and sidewalks, trees to remain and new trees to be added, all other landscaped areas and major landscape proposals, retaining walls, major items of street furniture, location and sketch of all exterior signs and details of lighting standards; and (ix) accompanying schedules indicating the percentage of lot coverage for buildings, the number and area of dwelling units by type and size, the area of all other spaces by category, the number and percentage of off-street parking for each facility so served, and a written description of how the project conforms to and satisfies the controls of the Urban Renewal Plan. The Agency and the City Building Inspector shall, if the Preliminary Construction Plan originally submitted conforms to the requirements hereinabove provided, and to the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Preliminary Construction Plans and no further filing by the Redeveloper or approval by the Agency and the City thereof shall be required. If the Agency and the City Building Inspector so reject the Preliminary Construction Plans in whole or in part as not being in conformity with the requirements hereinabove provided, the Urban Renewal Plan or the Agreement, the Redeveloper shall submit new or corrected Preliminary Construction Plans which are in conformity with such requirements, the Urban Renewal Plan and the Agreement, within the time specified therefor in Paragraph (c), Section 5 of Part I, after written notification to the Redeveloper of the rejection. The provisions of this Paragraph relating to approval, rejection and resubmission of corrected Preliminary Construction Plans hereinabove provided with respect to the original Preliminary Construction Plans shall continue to apply until the Preliminary Construction Plans have been approved by the Agency and the City.

As promptly as possible after approval of the Preliminary Construction Plans as provided in this Section, and, in any event, no later than the time specified therefore in Paragraph (b), Section 5 of Part I, the Redeveloper shall submit to the Agency and the City Building Inspector for approval by the Agency and the City, plans, drawings, specifications, and related documents, and the proposed construction schedule, all in final form (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency and the City Building Inspector as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Final Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the approved Preliminary Construction Plans, the provisions of the Urban Renewal Plan and the Agreement. The Agency and the City Building Inspector shall, if the Final Construction Plans originally submitted conform to the approved Preliminary Construction Plans, the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Final Construction Plans and no further filing by the Redeveloper or approval by the Agency or City thereof shall be required except with respect to any material change. If the Agency and the City Building Inspector so reject the Final Construction Plans in whole or in part as not being in conformity with the approved Preliminary Construction Plans,

the Urban Renewal Plan or the Agreement, the Redeveloper shall submit new or corrected Final Construction Plans which are in conformity with the approved Preliminary Construction Plans, the Urban Renewal Plan and the Agreement, within the time specified therefor in Paragraph (c), Section 5 of Part I, after written notifications to the Redeveloper of the rejection. The provisions of this Paragraph relating to approval, rejection, and resubmission of corrected Final Construction Plans hereinabove provided with respect to the original Final Construction Plans shall continue to apply until the Final Construction Plans have been approved by the Agency and the City. All work with respect to the improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Final Construction Plans as approved by the Agency and the City Building Inspector.

The term "Improvements", as used in the Agreement, shall be deemed to have reference to the improvements as provided and specified in the Preliminary and Final Construction Plans as so approved and shall include all improvements to be constructed on the Property.

SEC. 202. Changes in Construction Plans. If the Redeveloper desires to make any change in the Preliminary and/or Final Construction Plans after their approval by the Agency and the City, the Redeveloper shall submit the proposed change to the Agency and the City Building Inspector for their approval. If the Preliminary and/or Final Construction Plans, as modified by the proposed change, conform to the requirements of Section 201 hereof with respect to such previously approved Preliminary and/or Final Construction Plans, the Agency and the City shall approve the proposed change and notify the Redeveloper in writing of their approval.

SEC. 203. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the Agency and the City of the Final Construction Plans, and in any event, no later than the time specified therefor in Paragraph (f), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements.

SEC. 204. Approvals of Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance. The submission of Preliminary and Final Construction Plans and their approval by the Agency and the City as provided in Section 201 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 203 hereof, are conditions precedent to the obligation of the Agency to convey the Property to the Redeveloper.

SEC. 205. Commencement and Completion of Construction of Improvements. The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event begin within the period specified in Section 4 of Part I hereof, and be completed within the period specified in such Section. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by

the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 206. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall submit reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 207. Certificate of Completion

(a) Promptly after the completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), The Agency and the City will furnish the Redeveloper with an appropriate instrument so certifying.

(b) If the Agency or the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, they shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, in adequate detail in what respects the Redeveloper has failed to complete the improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency or the City, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE 11. RESTRICTIONS UPON USE OF PROPERTY

SEC. 301. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

(a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan;

(b) Not discriminate upon the basis of race, color, creed or national origin, in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and

(c) All signs for sale and/or rental of the whole or any part of the property shall include the legend, "An Open Occupancy Building" in type of lettering of easily legible size and design. The word "Project" or Development may be substituted for the word "Building" where circumstances require such substitution.

(d) Not effect or execute any agreement, lease, conveyance or other instrument whereby the Property or any part thereof is restricted upon the basis of race, color, religion, sex or national origin or ancestry in the sale, lease or occupancy thereof, and

(e) Comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, sex, color, or national origin in the sale, lease or occupancy of the Property.

(f) The Redeveloper agrees for itself, its heirs and assigns, that during construction and thereafter the Redeveloper, and its heirs and assigns, shall include in all advertising for the sale or rental of the Property a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of

race, sex, color, religion, or national origin and (b) that there shall be no discrimination in public access and use of the Property to the extent that they are open to the public.

SEC. 302. Covenants; Binding Upon Successors In Interest Period of Duration.

It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 301 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable, by the Agency, its successors and assigns the Agency and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States (in the case of the covenants provided in Section 301 hereof), against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 301 hereof, shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such Agreement and covenant shall terminate) and that the agreements and covenants provided in subdivisions (b)(c) and (d) of Section 301 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the Redeveloper itself each successor in interest to the Property and every part thereof, and each party in possession or occupancy respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all housing and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 303. Agency and United States Right to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 301 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivisions (b)(c) and (d) of Section 301 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b)(c) or (d) of Section 301 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or the proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IV. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 401. Representations As To Redevelopment. The Redeveloper represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of

- (a) The importance of the redevelopment of the Property to the general vitality of the community;
- (b) The substantial financing and other public aids that have been made available by law and by the Federal and local governments for the purpose of making such redevelopment possible; and
- (c) The fact that a transfer of the stock in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper.

The qualifications and identity of the Redeveloper, and its stockholders, are of particular concern to the Agency. The Redeveloper further recognizes that it is because of such qualifications and identity that the Agency is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 402. Prohibition Against Transfer of Shares of Stock; Binding Upon Stockholders Individually. For the foregoing reasons, the Redeveloper represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders, respectively, that: Prior to completion of the Improvements as certified by the Agency and the City, and without the prior written approval of the Agency, (a) there shall be no transfer by any party owning 10 percent or more of the stock in the Redeveloper, which term shall be deemed for the purpose of this and related provisions to include successors in interest of such stock or any part thereof or interest therein, (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Redeveloper or by any owner of 10 percent or more of the stock therein, any other similarly significant change in the ownership of such stock in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, or any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing the Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 403. Prohibition Against Transfer of Property and Assignment of Agreement. Also, for the foregoing reasons, the Redeveloper represents and agrees for itself, and its successors and assigns that:

- (a) Except only
  - (1) by way of security for, and only for, (1) the purpose of obtaining

financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and

(2) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed. The Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect therein, or any contract or agreement to do any of the same, without prior written approval of the Agency: Provided, that, prior to the issuance by the Agency of the certificate provided for in Section 207 hereof as to completion of construction of the Improvements, the Redeveloper may, without the prior written approval of the Agency, enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property, or any part thereof, or interest therein (together with the Improvements to be constructed thereon), which Agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof of the interest therein to be so transferred (except for a security deposit which must be held in escrow), prior to the issuance of such certificate, and a copy of which agreement must be submitted to the Agency prior to the execution thereof.

(b) The Agency shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper under the Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise provided in the Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the full extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive



or limit the Agency of or with respect to any rights of remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such transfer or change.

(3) There shall be submitted to the Agency for review all instruments and other legal documents involved in effecting transfer; and if approved by the Agency, its approval shall be indicated to the Redeveloper in writing.

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it, it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any part thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 403) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not cancelled), the Agency shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment pursuant to this subdivision (4), and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the Agency.

(5) The Redeveloper and its transferees shall comply with such other conditions as the Agency may find desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan. Provided, that in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement, or otherwise, with respect to the construction of the Improvements, from any of its obligations with respect thereto.

SEC. 404. Information As To Stockholders. In order to assist in the effectuation of the purposes of this Article IV and the statutory objectives generally, the Redeveloper agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the Agency and the City, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the Redeveloper, setting forth all of the stockholders of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed until the issuance of a certificate of completion for all the Property.

ARTICLE V. MORTGAGE FINANCING: RIGHTS OF MORTGAGES

SEC. 501. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the Agency and the City, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposed to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Agency, is not inconsistent with the purposes of the Urban Renewal Plan and the Agreement and is approved in writing by the Agency.

SEC. 502. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions of the Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder: Provided, that nothing in this Section or any other Section or provision of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in the Agreement.

SEC. 503. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under the Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the Agency.

SEC. 504. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 503 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, that if the breach of default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed to permit or authorize such holder, either

before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in the Agreement, the Improvements of the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Agency, to a certification or certifications by the Agency and the City to such effect in the manner provided in Section 207 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or right with respect to recapture of or reversion or revesting of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SEC. 505. Agency's Option to Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under the Agreement, the holder of any mortgage on the Property or part thereof:

(a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or

(b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Agency to do so, the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 506. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of,

any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or on the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by the Agreement.

SEC. 507. Mortgage and Holder. For the purposes of the Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor or any obligation or condition secured by such mortgage or deed of trust, including but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

#### ARTICLE VI. REMEDIES

SEC. 601. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 602. Termination by Redeveloper Prior to Conveyance. In the event that:

(a) The Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure shall not be cured within sixty (60) days after the date of written demand by the Redeveloper,

(b) The Redeveloper shall, after preparation of Construction Plans satisfactory to the Agency and the City, furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort for a period of thirty (30) days after approval by the Agency and the City of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success, then the Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency, and, except with respect to the return of the Deposit as provided in Paragraph (d), Section 3 of Part I hereof, neither the Agency nor the Redeveloper shall have any further rights against or liability to the other under the Agreement.

SEC. 603. Termination by Agency Prior to Conveyance. In the event that

(a) prior to conveyance of the Property to the Redeveloper and in violation of the Agreement (i) the Redeveloper (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property, or (ii) there is any change in the ownership or distribution of the stock or the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or

(b) the Redeveloper does not submit Preliminary and Final Construction Plans, as required by the Agreement, or evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement therefore; or

(c) the Redeveloper does not pay the Purchase Price and take title to the Property upon tender of conveyance by the Agency pursuant to the Agreement, and if any default or failure referred to in this Section 603 shall not be cured within thirty (30) days after the date of written demand by the Agency, then the Agreement, and any rights of the Redeveloper, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the Agency or the Property, shall, at the option provided in Paragraph (c), Section 3 of Part I hereof, the Deposit shall be retained by the Agency as liquidated damages and is its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

SEC. 604. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the

Property or any part thereof to the Redeveloper and prior to completion of the improvements as certified by the Agency and the City,

(a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for beginning and completion thereof, or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within three (3) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency to do so; or

(b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanic's lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency to do so; or

(c) there is, in violation of the Agreement, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violations shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper, then the Agency shall have the right to re-entry and take possession of the Property and to terminate (and revert in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement,

that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b) and (c) of this Section 604, failure on the part of the Redeveloper to remedy, end or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency: Provided, that such condition subsequent and any reversioning of title as a result thereof in the Agency

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefore as provided in Section 207 hereof.

SEC. 605. Resale of Reacquired Property; Disposition of Proceeds. Upon the reversioning in the Agency of title to the Property or any part thereof as provided in Section 604, the Agency shall, pursuant to its responsibilities under State Law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 604 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf for all costs and expenses incurred by the Agency including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversioning of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; and expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successor or transferee; and

(b) Second, to reimburse the Redeveloper, its successors or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property. Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 606. Other Rights and Remedies of Agency: No Waiver by Delay. The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of Article VI, including also the right to execute and record or file among the public land records in the office in which the Agreement or Deed or both are recorded, a written declaration of the termination of all the right, title and interest of the Redeveloper, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed) in accordance with the Agreement, and for which a certificate of completion as provided in Section 207 hereof is to be delivered, and subject to such mortgage liens and successors in interest and assigns, in the Property, and the reversioning of title thereto in the Agency. Provided, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article VI shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problem created by the default involved; nor shall any waiver in fact made by the Agency with respect to any specific default by the Redeveloper under this Section be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

SEC. 607. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseen causes beyond its control and without its fault or negligence, including but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Agency: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 608. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedy for the same default or breach of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SEC. 609. Party in Position of Surety With Respect to Obligations. The Redeveloper, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under the Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon the extension of time, indulgence, or modification of terms of contract.

#### ARTICLE VII. MISCELLANEOUS

SEC. 701. Conflict of Interests: Agency Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligation under the terms of the Agreement.

SEC. 702. Provisions Not Merged With Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.


SEC. 703. Title of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.



IN WITNESS WHEREOF, the Agency has caused the Terms and Conditions, a part of the Agreement, to be duly executed in its name and behalf by its Chairman and its seal to be hereunto affixed and attested by its Secretary, and the Redeveloper has caused the Terms and Conditions, a part of the Agreement, to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, on or as of the day first above written.

PLATTSBURGH URBAN RENEWAL AGENCY

Attest:

  
Secretary

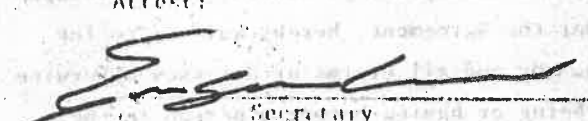
By

  
Chairman

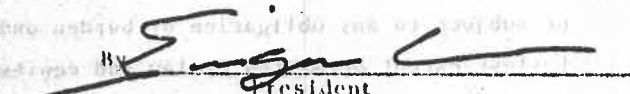
CONCORD DEVELOPMENT CORPORATION

Redeveloper

Attest:

  
Secretary

By

  
President

SCHEDULE "A"

PAUL E. CUMMINGS, P.E. & L.S.  
CONSULTING ENGINEER  
CIVIL ENGINEERING & LAND SURVEYING  
63 BRINKERHOFF ST.  
PLATTSBURGH N. Y. 12001

DESCRIPTION OF PARCEL (4) SOUTHEASTERLY OF  
MARGARET STREET BEING CONVEYED BY THE PLATTSBURGH URBAN RENEWAL AGENCY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton, and State of New York and being PARCEL 4 as indicated on a certain map prepared by Paul E. Cummings, dated July 15, 1969 and titled as follows, "Property Line Map The Plattsburgh Urban Renewal Agency Project N.Y.R-100 City of Plattsburgh, Clinton County, New York Area East of Margaret Street Sheet 1 of 2 sheets, Map No. 4"; and bounded and described as follows: BEGINNING at a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the said southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east ( $N43^{\circ}-47'-45''E$ ) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N46^{\circ}-14'-15''E$ ) one hundred seventy-six and ninety-four one-hundredths (176.94) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (3) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N46^{\circ}-14'-15''E$ ) two hundred and zero hundredths (200.00) feet to an iron pipe found in the ground; (4) north forty-six degrees, twelve minutes and fifteen seconds east ( $N46^{\circ}-12'-15''E$ ) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (5) north forty-five degrees, thirty minutes and zero seconds east ( $N45^{\circ}-30'-00''E$ ) thirty-eight and zero hundredths (38.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (6) north forty-five degrees, thirty minutes and zero seconds east ( $N45^{\circ}-30'-00''E$ )

(2)

fifteen and forty-nine one hundredths (15.49) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (7) north forty-three degrees, two minutes and thirty seconds east (N43°-02'-30"E) forty-six and fifty-one one-hundredths (46.51) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (8) north forty-two degrees, twenty-eight minutes and forty-five seconds east (N42°-28'-45"E) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground, said point of beginning being at the northwesterly corner of a parcel of land conveyed by Nicholas P. Corodimas and Bernice M. Corodimas, his wife, to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969 and recorded January 7, 1969 in the Clinton County Clerk's Office in Volume 515 of Deeds at page 338 and running thence south forty-seven degrees, twenty-five minutes and zero seconds east (S47°-25'-00"E), along the northeasterly bounds of said parcel of land conveyed to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969, two hundred ninety and zero hundredths (290.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east (N24°-37'-30"E) three hundred eighteen and fifty-one one-hundredths (318.51) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west (N47°-25'-00"W) one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street, thence south forty-three degrees, eight minutes and fifteen seconds west (S43°-08'-15"W), along the southeasterly bounds of Margaret Street, one and thirty-four one-hundredths (1.34) feet to a point in the northeasterly bounds of a fifty (50) feet wide navigation sight easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166 and 167; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west (S43°-08'-15"E), along the southeasterly side of Margaret Street, twenty and ninety-three one-hundredths (20.93) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground in the northeasterly bounds of a parcel of land appropriated by New York State Department of Public Works by said four separate

(3)

documents dated June 13, 1930; thence south thirty-seven degrees, three minutes and zero seconds east ( $S37^{\circ}-03'-00''E$ ), along the northeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-eight and four one-hundredths (38.04) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground at the northeasterly corner of said parcel appropriated by New York State Department of Public Works; thence south fifty-two degrees, fifty-seven minutes and zero seconds west ( $S52^{\circ}-57'-00''W$ ), along the southeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, sixteen and zero hundredths (16.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground at the southeasterly corner of said parcel appropriated by New York State Department of Public Works, thence north thirty-seven degrees, three minutes and zero seconds west ( $N37^{\circ}-03'-00''W$ ), along the southwesterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-five and twenty-seven one-hundredths (35.27) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground in the southeasterly bounds of Margaret Street; thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street fourteen and sixty-one one-hundredths (14.61) feet to a point in the southwesterly bounds of said fifty (50) feet wide navigation sight easement appropriated with certain lands by New York State Department of Public Works by said four separate documents dated June 13, 1930; both the northeasterly and southwesterly bounds of said fifty (50) feet wide navigation sight easement extend along lines with a bearing of south thirty-one degrees, forty-seven minutes and forty-five seconds east ( $S31^{\circ}-47'-45''E$ ) across the full depth of parcel herein conveyed; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street, forty-six and twenty-six one-hundredths (46.26) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence south forty-two degrees, thirty-four minutes and fifteen seconds west ( $S42^{\circ}-34'-15''W$ ) along the southeasterly bounds of Margaret Street, two hundred three and sixty-two one-hundredths (203.62) feet to the point or place of beginning and containing, between the bounds

(4)

as indicated 1.692 acres of land.

Together with the rights of the party of the first part hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the above described parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated *February 6*, 1965, and titled as follows: "Map No. 2 Topographic Map Northend Renewal Project N.Y.R-106 City of Plattsburgh, New York North of Scotion Creek.

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor, in a survey completed July 15, 1969 and is PARCEL 4 as indicated on map first above mentioned and prepared by said Paul E. Cummings.

The parcel of land hereby conveyed is subject to the navigation sight easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166 and 167.

The parcel of land herein conveyed is part of the premises conveyed to George C. Potter by Henry Scheier and Rebecca Scheier, his wife, by Deed dated July 20, 1923 and recorded August 8, 1923 in the Clinton County Clerk's Office in Volume 140 of Deeds at page 28, all of the premises conveyed by Mary Feinstein to Harry Rubin and Lillian E. Rubin, his wife by Deed duly recorded in the Clinton County Clerk's Office May 13, 1958 in Volume 400 of Deeds at page 155, all of the premises conveyed by Dana B. Hanks to Dana B. Hanks and Bessie E. Hendricks, Joint Tenants, by Deed dated May 20, 1963 and recorded June 6, 1963 in the Clinton County Clerk's Office in Volume 466 of Deeds at page 282, and all of the premises conveyed by Dana B. Hanks to Dana B. Hanks and Alice H. Wright, Joint Tenants, by Deed dated May 20, 1963 and recorded June 6, 1963 in the Clinton County Clerk's Office in Volume 466 of Deeds at page 280.

(5)

It is hereby intended to convey part of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Pauline Hoffmeyer in an action recorded in the Clinton Clerk's Office Office on April 22, 1968 in Volume 15 of Lis Pendens at page 139, all of the premises acquired by the Plattsburgh Urban Renewal Agency from I. Elsa Cohen by Warranty Deed dated April 5, 1968 and recorded April 22, 1968 in the Clinton County Clerk's Office in Volume 508 of Deeds at page 521, all of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Dana B. Hanks and Alice H. Wright in an action dated April 10, 1968, and all of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Dana B. Hanks and Bessie E. Hendricks and George Corodimas in an action dated April 10, 1968.

*Frank E. Cummings, Jr. & Co. L.S.*  
*November 23, 1969*

SCHEDULE "A"

PAUL E. CUMMINGS, P. E. & L. S.

CONSULTING ENGINEER

CIVIL ENGINEERING & LAND SURVEYING

63 BRINKERHOFF ST.

PLATTSBURGH N. Y. 12901

DESCRIPTION OF PARCEL (5) NORTHEASTERLY OF  
MARGARET STREET BEING CONVEYED BY THE PLATTSBURGH URBAN RENEWAL AGENCY

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton and State of New York and being PARCEL (5) as indicated on a certain map prepared by Paul E. Cummings, dated January 19, 1972 and titled as follows, "Property Line Map The Plattsburgh Urban Renewal Agency Area East Side of Margaret Street Revision of Parcels (5) and (6). Map No. 4-1", and bounded and described as follows: BEGINNING at a  $\frac{1}{2}$  inch iron pipe set in the ground at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east ( $N 43^{\circ}-47'-45''E$ ) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N 46^{\circ}-14'-15''E$ ) three hundred seventy-six and ninety-four one-hundredths (376.94) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (3) north forty-six degrees, twelve minutes and fifteen seconds east ( $N 46^{\circ}-12'-15''E$ ) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (4) north forty-five degrees, thirty minutes and zero seconds east ( $N 45^{\circ}-30'-00''E$ ) fifty-three and forty nine one-hundredths (53.49) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (5) north forty-three degrees, two minutes and thirty seconds east ( $N 43^{\circ}-02'-30''E$ ) forty-six and fifty-one one-hundredths (46.51) feet to a  $\frac{1}{2}$  inch iron pipe found in

PAUL E. CUMMINGS, P.E. & L.S.  
CONSULTING ENGINEER  
CIVIL ENGINEERING & LAND SURVEYING  
88 BRINKERHOFF ST.  
PLATTSBURGH N. Y. 12901

-2-

the ground; (6) north forty-two degrees, twenty-eight minutes and forty-five seconds east ( $N42^{\circ}-28'-45''E$ ) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (7) north forty-two degrees, thirty-four minutes and fifteen seconds east ( $N42^{\circ}-34'-15''E$ ) two hundred three and sixty-two one-hundredths (203.62) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (8) north forty-three degrees, eight minutes and fifteen seconds east ( $N43^{\circ}-08'-15''E$ ) ninety-nine and thirty-eight one-hundredths (99.38) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground, said point of beginning at the northwesterly corner of PARCEL (4), as indicated on above mentioned map and running thence south forty-seven degrees, twenty-five minutes and zero seconds east ( $S47^{\circ}-25'-00''E$ ), along the northeasterly bounds of said PARCEL (4), one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east ( $N24^{\circ}-37'-30''E$ ) ninety-two and fifty hundredths (92.50) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground thence north forty-four degrees, nineteen minutes and thirty seconds east ( $N44^{\circ}-19'-30''E$ ) two hundred forty-eight and eighty-six one-hundredths (248.86) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west ( $N47^{\circ}-25'-00''W$ ), along the southwesterly bounds of PARCEL (6) as indicated on above mentioned map, one hundred sixty-six and sixty-nine one-hundredths (166.69) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street at the southwesterly corner of said PARCEL (6); thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ) along the southeasterly side of Margaret Street, three hundred thirty-six and seventy-seven one-hundredths (336.77) feet to the point or place of beginning and



PAUL E. CUMMINGS, P.E. & L.S.  
CONSULTING ENGINEER  
CIVIL ENGINEERING & LAND SURVEYING  
63 BRINKERHOFF ST.  
PLATTSBURGH N. Y. 12901

-3-

containing, between the bounds as indicated, 1.293 acres of land.

Together with the rights of the first party hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the abovescribed parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated February 6, 1965 and titled as follows, "Map No. 2 Topographic Map Northend Renewal Project N.Y.-R-106 City of Plattsburgh, New York North of Scamotion Creek."

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor in a survey completed January 19, 1972 and is PARCEL (5) as indicated on map first above mentioned and prepared by said Paul E. Cummings.

The Parcel of Land herein conveyed was acquired by Plattsburgh Urban Renewal Agency by the following five acquisitions:

1. Order No. 4801 dated November 13, 1969 from Pauline Hoffmeyer;
2. Order No. 4803 dated May 10, 1968 and amended Order No. 4803 dated May 30, 1970 from Idolat Lefebvre;
3. Part of the premises in Order No. 4781 dated May 3, 1968 from Emma Blow and Pauline Blow and the State Bank of Albany;
4. Warranty Deed dated December 14, 1967 and recorded January 12, 1968 in the Clinton County Clerk's Office in Volume 506 of Deeds at page 211 from Margaret Beshon Cross and Nelson Cross;
5. Part of the premises in Order No. 4782 dated May 3, 1968 from Eva Bennett.

Paul E. Cummings P.E. & L.S.

January 19, 1972

VOL 641 PAGE 176

STATE OF NEW YORK )  
 : SS:  
(COUNTY OF CLINTON)

On this 3 day of August, 1984, before me personally came Carlton E. Rennell to me personally known, who, being by me duly sworn, did depose and say that he resides in the City of Plattsburgh, that he is the Chairman of the Plattsburgh Urban Renewal Agency, the public benefit corporation described in, and which executed the within instrument; and he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the members of said corporation; and that he signed his name thereto by like order.

Aime G. Cote  
Notary Public

AIME G. COTE  
Notary Public, State of New York  
Qualified in Clinton County  
My Commission Expires March 30, 1985

STATE OF Nevada )  
 : SS:  
(COUNTY OF Clark )

On this 13 day of Aug, 1984, before me personally came Eugene Creech to me personally known, who, being by me duly sworn, did depose and say that he resides in Las Vegas, Nevada, that he is the president of Concord Development Corporation the Redeveloper herein, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Rebecca D. Heron  
Notary Public

RECORDED  
LIBER 641 OF Seeds  
PAGE 157 & EXAMINED

SEP 10 11 55 AM '84  
Bernard Amell  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

161-164

X  
Form 81. AFFIDAVIT OF SERVICE.

Parcel No. T-215 Terminal Contract #23

STATE OF NEW YORK ) SS.:  
COUNTY OF CLINTON

J. Wilbur Barnes, being duly sworn, deposes and says that he is over the age of twenty-one years; that he did on the 13th day of June 1930, at 11:15 A.M. Standard Time, at the City of Plattsburgh, N.Y., serve the annexed map, description and certificate of appropriation upon Fannie P. Potter (Wife of George C. Potter) Reputed Owners of the premises therein described by delivering to and leaving with Fannie P. Potter personally, true copies thereof.

Deponent further says that he knew the person so served to be the said Fannie P. Potter one of, the persons mentioned in said annexed map, description and certificate of appropriation.

J. Wilbur Barnes

Subscribed and sworn to before me, this 13th day of June 1930.

J. Edgar Downs  
Notary Public.

Exhibit C

Form 82. NOTICE TO BE SERVED ON PROPERTY OWNER.

STATE OF NEW YORK

DEPARTMENT OF PUBLIC WORKS.

DIVISION OF CANALS AND WATERWAYS.

ALBANY N.Y., May 16 1930.

To Fannie P. Potter (Wife of George C. Potter)

Plattsburgh, N.Y.

SIR:

In pursuance of Chapter 746 of the Laws of 1911, and the acts amendatory thereto, you are hereby notified that a map and survey of that portion of your land and premises appropriated for the use of canals of the State, with the necessary certificate of such appropriation, were filed in the office of the Division of Canals and Waterways, Department of Public Works, on the 10th day of April, 1930, and a copy of said map, survey and certificate specifically describing that portion of such real property belonging to you, which has been so appropriated, is attached hereto, and made a part hereof Parcel No. T-215 Terminal Contract No. 23.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

R.D. Hayes  
R.D. Hayes

(L.S.)

Commissioner of Canals and Waterways.

Recorded on the 13th day of June 1930 at 11:50 A.M.



CLERK.

Cont.  
From  
page  
164

161-165

FORM 81  
Parcel No. T-215  
Terminal Contract #23

AFFIDAVIT OF SERVICE

STATE OF NEW YORK )  
                                  ) SS.:  
COUNTY OF CLINTON

J. Wilbur Barnes, being duly sworn, deposes and says that he is over the age of twenty-one years; that he did on the 13th day of June, 1930 at 11:15 A.M. Standard Time, at the City of Plattsburgh, N.Y., serve the annexed map, description and certificate of appropriation upon George C. Potter, Reputed Owner, of the premises therein described by delivering to and leaving with George C. Potter personally, true copies thereof,

Deponent further says that he knew the person so served to be the said George C. Potter one of the persons mentioned in said annexed map, description and certificate of appropriation.

J. Wilbur Barnes

Subscribed and sworn to before me, this 13th day of June 1930,

J. Edgar Downs.  
Notary Public.

Form 82. NOTICE TO BE SERVED ON PROPERTY OWNER

STATE OF NEW YORK

DEPARTMENT OF PUBLIC WORKS.

Exhibit  
D

DIVISION OF CANALS AND WATERWAYS.

Albany N.Y., May 16, 1930.

To. George C. Potter.,, Plattsburgh, N.Y.

SIR: In pursuance of Chapter 746 of the Laws of 1911, and the acts amendatory, thereto, you are hereby notified that a map and survey of that portion of your land and premises appropriated for the use of canals of the State, with the necessary certificate of such appropriation, were filed in the office of the Division of Canals and Waterways, Department of Public Works, on the 10th day of April 1930, and a copy of said map, survey and certificate specifically describing that portion of such real property belonging to you, which has been so appropriated, is attached hereto, and made a part hereof. Parcel No. T-215 Terminal Contract No. 23.

Cont.  
From  
Pg  
165

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

R.D. Hayes  
R.D. Hayes

(L.S .)

Commissioner of Canals and Waterways.

Recorded on the 13th day of June 1930 at 11:50 A.M.

CLERK.

161-166

FORM 81. Parcel No. T.-215 AFFIDAVIT OF SERVICE. TERMINAL CONTRACT #23.

STATE OF NEW YORK ) SS.:  
COUNTY OF CLINTON

J. Wilbur Barnes, being duly sworn, deposes and says that he is over the age of twenty-one years; that he did on the 13th day of June, 1930 at 11:15 A.M. Standard Time at the City of Plattsburgh, N.Y., serve the annexed map, description and certificate of appropriation upon Rebecca Scheier (Wife of Henry Scheier) reputed owner of the premises therein described by delivering to and leaving with Rebecca Scheier personally, true copies thereof. Deponent further says that he knew the person so served to be the said Rebecca Scheier one of the persons mentioned in said annexed map, description and certificate of appropriation.

J. Wilbur Barnes.

Subscribed and sworn to before me, this 13th day of June 1930.

J. Edgar Downs  
Notary Public.

FORM No. 82. NOTICE TO BE SERVED ON PROPERTY OWNER  
STATE OF NEW YORK DEPARTMENT OF PUBLIC WORKS. DIVISION OF CANALS AND WATERWAYS.

Albany N.Y., May 16, 1930

To Rebecca Scheier, (Wife of Henry Scheier),  
Plattsburgh N.Y.

SIR: In pursuance of Chapter 746 of the Laws of 1911, and the acts amendatory thereto, you are hereby notified that a map and survey of that portion of your land and premises appropriated for the use of canals of the State, with the necessary certificate of such appropriation, were filed in the office of the Division of Canals and Waterways, Department of Public Works, on the 10th day of April, 1930, and a copy of said map, survey and certificate specifically describing that portion of such real property belonging to you, which has been so appropriated, is attached hereto, and made a

Exhibit E

part hereof, Parcel No. T-215 - Terminal Contract No. 23.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

R.D. Hayes  
R.D. Hayes

(L.S.)

Commissioner of Canals and Waterways.

Recorded on the 13th day of June 1930 at 11'50 A.M.

*Charles A. Lefe*  
CLERK.

Cont.  
From  
Page  
166

166-167

X  
Form 81.... AFFIDAVIT OR SERVICE.

Parcel No. T-215  
Terminal Contract #23

STATE OF NEW YORK )  
                                  ) SS.:  
COUNTY OF CLINTON

J. Wilbur Barnes, being duly sworn, depôses and says that he is over the age of Twenty-One Years; that he did on the 13th day of June, 1930, at 11:15 A.M. Standard Time at the City of Plattsburgh, N.Y. serve the annexed map, description and certificate of appropriation upon Henry Scheier, Reputed Owner of the premises therein described by delivering to and leaving with Henry Scheier personally, true copies thereof.

Deponent further says that he knew the person so served to be the said Henry Scheier one of, the persons mentioned in said annexed map, description and certificate of appropriation.

J. Wilbur Barnes

Subscribed and sworn to before me, this  
13th day of June, 1930.

J. Edgar Downs  
Notary Public.

Form 82. NOTICE TO BE SERVED ON PROPERTY OWNER.

STATE OF NEW YORK, DEPARTMENT OF PUBLIC WORKS.

DIVISION OF CANALS AND WATERWAYS.

ALBANY N.Y., May 16, 1930.

To Henry Scheier  
Plattsburgh, N.Y.

SIR:- In pursuance of Chapter 746 of the Laws of 1911, and the acts amendatory thereto, you are hereby notified that a map and survey of that portion of your land and premises appropriated for the use of canals of the State, with the necessary certificate of such appropriation, were filed in the office of the Division of Canals and Waterways, Department of Public Works, on the 10th day of April, 1930, and a copy of said map, survey and certificate specifically describing that portion of such real property belonging to you, which has been so appropriated, is attached hereto, and made a part hereof. Parcel No. T-215 - Terminal Contract No. 23. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year first above written.

R.D. Hayes  
R.D. Hayes  
Commissioner of Canals and Waterways.

(L.S.)

Recorded on the 13th day of June 1930 at 11'50 A.M.

Exhibit F

*Charles A. Lefe*  
CLERK..

2. -----  
Re: :  
Concord Development Corporation :  
DBA Concord Development of Nevada :  
: :  
: :  
-----

**INCORPORATION PAPERS**

Dated: April 12, 1985  
Filed: August 30, 1985  
Box 43 "C"

Box 43 "C"

APPLICATION FOR AUTHORITY OF CONCORD DEVELOPMENT CORPORATION UNDER SECTION 1304 OF THE BUSINESS CORPORATION LAW


1. The legal name of the corporation is CONCORD DEVELOPMENT CORPORATION; the corporation is doing business in the State of New York under the fictitious name of CONCORD DEVELOPMENT OF NEVADA.
2. The corporation was incorporated May 24, 1971 under the laws of the State of Nevada.
3. The corporation proposes to engage in the following business in the state of New York: to acquire, improve, lease, and sell real property; to enter into contracts for the improvement of real property; to maintain and manage real property; The corporation is authorized to do such business in the State of Nevada.
4. The corporation's office within New York State shall be located at 400 Margaret Street, City of Plattsburgh, Clinton County, New York.
5. The corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against it may be served, and the adress to which a copy of such process shall be mailed is:

Concord Development of Nevada  
 400 Margaret Street  
 Plattsburgh, New York 12901

6. The corporation will not have a registered agent within this state.
7. (a) Since the date of its incorporation, the corporation has not done any business within New York State.

(b) Annexed hereto is a Certificate of Good Standing of Concord Development Corporation executed April 9, 1985 by the Deputy Secretary of State of the State of Nevada, an authorized officer of that jurisdiction.

IN WITNESS WHEREOF this application has been signed and verified by the President of Concord Development Corporation this 12<sup>th</sup> day of April, 1985.

  
 Eugene Creech, President

CLUTE, CLUTE & THOMPSON - ATTORNEYS AT LAW  
 SUITE 201, TEN CITY HALL PLACE - PLATTSBURGH, NEW YORK 12901

B223213

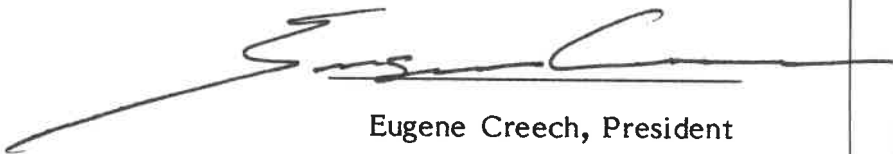
FILED  
 APR 30 1 21 PM '85  
 CLINTON COUNTY  
 CLERK'S OFFICE  
 BERNARD AMELL



STATE OF NEW YORK)

COUNTY OF CLINTON)

EUGENE CREECH, being duly sworn says: I am the president of Concord Development Corporation; I have read the annexed Application, know the contents thereof, and the same are true to my knowledge except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.



Eugene Creech, President

Sworn to before me this 12<sup>th</sup> day of April, 1985



NOTARY PUBLIC

JOHN E. CLUTE  
NOTARY PUBLIC, State of New York  
Residing in Essex County  
My Commission Expires March 30, 1986

Aug 30 1 21 PM '85  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

FILED

**CERTIFICATE OF CORPORATE STATUS**

I, WM. D. SWACKHAMER, the duly elected, qualified and acting Secretary of State of the State of Nevada, do hereby certify that I am, by the laws of said State, the custodian of the records relating to corporations organized under the laws thereof; the revocation or suspension of their corporate charters, and their right to transact and carry on their corporate business; and am the proper officer to execute this certificate.

I further certify that, at the date of this certificate,

CONCORD DEVELOPMENT CORPORATION

is a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, having fully complied therewith; is entitled to exercise therein all the corporate powers and functions recited in its charter or articles of incorporation, and is in good standing in this State as a subsisting corporation.

IN WITNESS WHEREOF, I have hereunto set my hand

and affixed the Great Seal of the State at my office in Carson City, Nevada, this 9th day of

APRIL, A.D., 1985.

*William D. Swackhamer*  
Secretary of State

By *Colin M. Bygul*  
Deputy



Aug 30 1 21 PM '85  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL  
FILED

3. -----  
Concord Development Corp. :  
 :  
 :  
 to :  
 :  
 :  
New York Telephone Company :  
-----

**EASEMENT**

Dated: June 10, 1985  
Recorded: June 29, 1985  
Liber 647 Cp 906

**Note:** Shown in Dated Date order for continuity purposes.

---

GRANT OF EASEMENT, made this 10 day of JUNE, 1985, between CONCORD Development Corp. residing at 400 Margaret St Plattsburgh NY 12901 (hereinafter referred to as "Grantor") to NEW YORK TELEPHONE COMPANY, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York (hereinafter referred to as "Grantee").

WHEREAS, the Grantor owns in fee a certain parcel of land situated on the East Side of Route #9 - 710. Margaret St. known as Edge Wood Estates - City of Plattsburgh. 7.27 ft to place buried tel. cables in the County of CLINTON, State of New York, as shown on Exhibit "A", attached hereto and hereby made part of this Grant.

NOW, THEREFORE, WITNESSETH:

FIRST: That for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A", together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The Grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by Grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.

Grantor has duly executed this Grant the day and year first above written.

RECEIVED  
JUL 29 1985  
REAL ESTATE  
TRANSFER TAX  
CLINTON COUNTY

[Signature] L.S.  
President & owner L.S.

STATE OF NEW YORK )  
COUNTY OF CLINTON ) ss.

On this 10 day of June, 1985 before me, the subscriber, personally appeared Eugene Creech to me personally known and known to me to be the same person described in and who executed the within Instrument and duly acknowledged to me the execution of the same.

RECORDED  
LIBER 647 OF Deed  
PAGE 40 & EXAMINER  
JUL 29 11 52 AM '85  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

Arthur L. LeFevre  
Notary Public

ARTHUR L. LEFEVRE  
Notary Public, State of New York  
Qualified in Clinton County 464287  
Commission Expires March 30, 1987

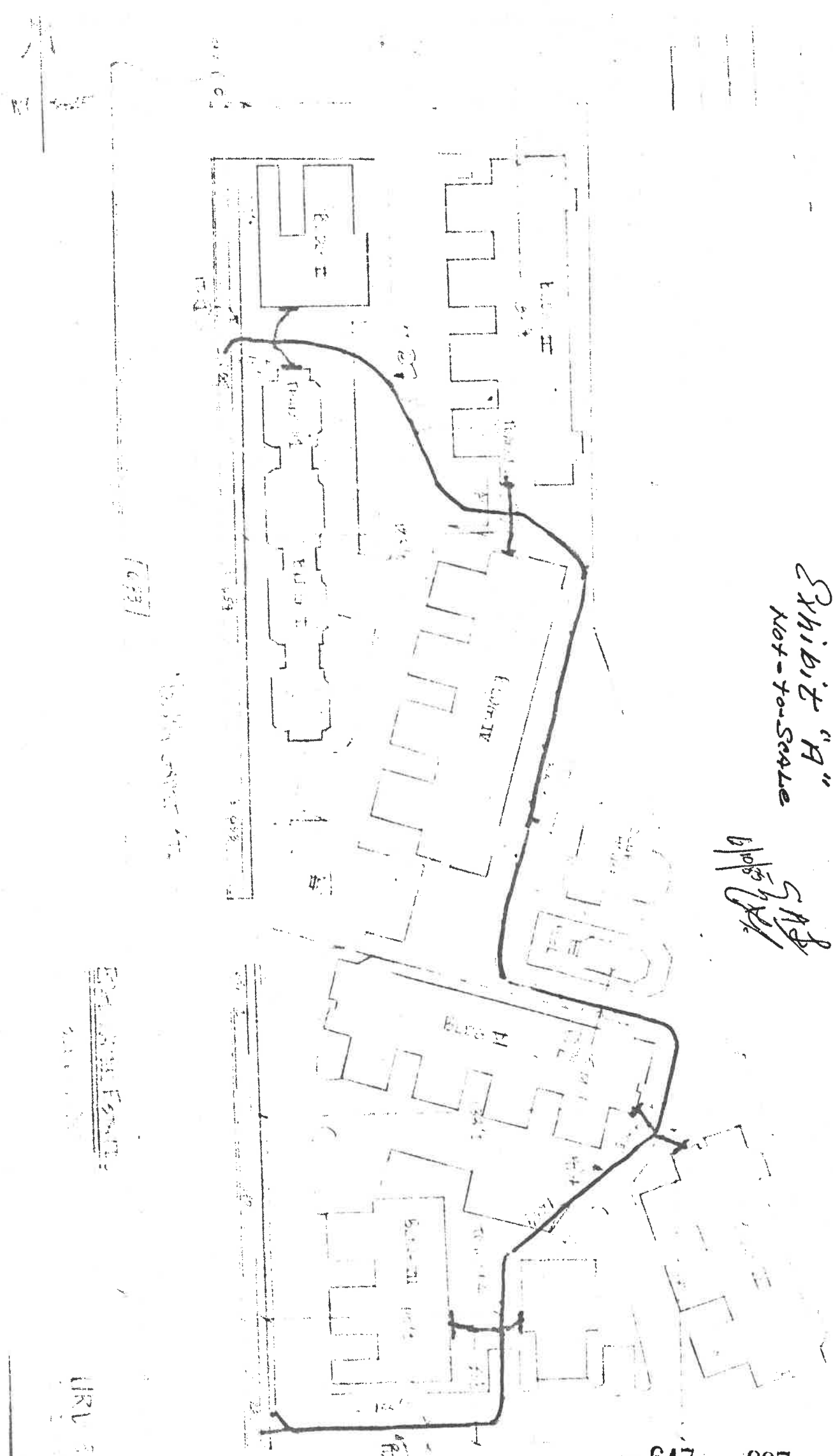


Exhibit "A"  
Not-to-Scale

SMB  
6/10/57

DIR 334

4. -----  
 Re: :  
       : **DECLARATION OF COVENANTS,**  
       : **RESTRICTIONS, EASEMENTS,**  
       : **CHARGES AND LIENS**  
       :   
       : Dated:       November 29, 1985  
       :   
       : Recorded:    December 4, 1985  
       :   
 ----- :  
           : Liber 651 Cp 71

**Note 1:**     Please note the By-Laws begin on page 97 of the document herein.

**Note 2:**     See Amendment 662-285 shown as set out # 8.

See Amendment To Declaration  
Recorded Apr. 11th, 1986  
Vol 662 of Deeds Pg 285

70000

22468

EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF COVENANTS, RESTRICTIONS  
EASEMENTS, CHARGES AND LIENS

DECLARANT - Concord Development Corporation  
P.O. Box 339, 400 Margaret Street  
Plattsburgh, New York 12901

DATE OF DECLARATION - November 29, 1985

---

Krolick and DeGraff  
Attorneys for the Sponsor  
330 Broadway  
Albany, New York 12207

RECORDED  
LIBER 651 OF 19 PAGES  
PAGE 71 & EXAMINED  
DEC 4 2 57 PM '85  
*Bernard Amell*  
CLERK'S OFFICE  
BERNARD AMELL

VOL 651 PAGE 71

TABLE OF CONTENTS

		Page
ARTICLE I	DESCRIPTION OF PROPERTY AND DEFINITIONS	1
ARTICLE II	PROPERTY RIGHTS	3
Section 1	Owner's Easements of Enjoyment	3
Section 2	Owner's Rights in Limited Common Elements	3
Section 3	Delegation of Use	3
Section 4	Parking Rights	4
ARTICLE III	MEMBERSHIP AND VOTING RIGHTS	4
ARTICLE IV	COVENANT FOR MAINTENANCE ASSESSMENTS	4
Section 1	Creation of the Lien and Personal Obligation of Assessments	4
Section 2	Purpose of Assessments	4
Section 3	Special Assessments for Capital Improvements	5
Section 4	Notice and Quorum for Any Action Authorized Under Section 3 and 4	5
Section 5	Date of Commencement of Annual Common Charges: Due Date	5
Section 6	Assessments for Repair, Replacement and Restoration of Limited Common Elements	5
Section 7	Effect of Non-payment of Assessments: Remedies of the Association	5
Section 8	Subordination of the Lien to Mortgages	6
Section 9	Exempt Property	6
ARTICLE V	EASEMENTS	6
Section 1	Reservation of Easements	6
Section 2	Blanket Easement	6
Section 3	Easements in Favor of Association and Unit Owners	8
ARTICLE VI	RIGHT AND OBLIGATIONS OF DECLARANT	8
Section 1	Completion of Common Areas by Declarant	8
Section 2	Title to Common Areas	9
Section 3	Reservation of Easements	9
ARTICLE VII	COMMON AREA MAINTENANCE, MANAGEMENT AGREEMENT AND INSURANCE ASSESSMENTS	9
Section 1	Common Area maintenance	9
Section 2	Management Agreement	10
Section 3	Insurance	10
ARTICLE VIII	ARCHITECTURAL CONTROL	11

(i)



DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

OF

EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.

Declaration made as of this 29<sup>th</sup> day of November, 1985 by Concord Development Corporation of Nevada, a Nevada corporation with an office at 400 Margaret Street, P.O. Box 339 Plattsburgh, New York 12901, hereinafter referred to as "Declarant" or "Sponsor".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the City of Plattsburgh, County of Clinton, State of New York, which is more particularly described on Schedule A attached hereto and made a part hereof, and shown on the subdivision map filed in the office of the Clinton County Clerk on December 3, 1985 in Book 13 of Maps at pages 889 (the "Map") which Declarant desires to develop as a residential community of individually owned townhouse units, with various permanent recreational lands, open spaces and other common facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the value and amenities in said community and for the maintenance of said recreational lands, open spaces and other common facilities, and, to this end, desires to subject the real property described herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community property and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated Edgewater Estates Homeowners Association, Inc. under the Not-For-Profit Corporation Law of the State of New York for the purposes of exercising the aforesaid functions;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, charges and liens, (hereinafter referred to as "Covenants and Restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any supplemental declaration shall, unless the context otherwise prohibits, have the meanings set forth below:

"Association" shall mean and refer to Edgewater Estates Homeowners Association, Inc., a New York not-for-profit corporation, its successors and assigns.

"By-Laws" shall mean the by-laws of the Association, annexed hereto as Schedule B, as the same may be amended or supplemented by the Association from time to time.

"Common Area" shall mean the portion of the Properties other than the Units, including without limitation the land, buildings and appurtenances necessary or convenient to the maintenance, operation and/or safety of the Association and reserved for the common use and enjoyment of the Members.

"Common Charges" means each Unit Owner's proportionate share of the Common Expenses, determined in accordance with the Common Interest of the Unit.

"Common Expenses" means and includes all sums designated as such by or pursuant to the provisions of the Declaration or By-Laws of the Association.

"Common Interest" means the proportionate, undivided interest in fee simple absolute, expressed as a numerical percentage, in the Common Area described. The aggregate Common Interest for all Units is 100%. The percentage of Common Interest of the Unit is the basis for determination, among other things, of the following rights and duties of the Unit Owner:

a. Share of Common Expenses - i.e., operating and other expenses of the Association as determined by the Board of Managers.

b. Share of any distribution upon termination of the Association and Sale of the Common Elements.

"Declarant" shall mean and refer to Concord Development Corporation of Nevada and its successors and assigns, if such successors and assigns should acquire an undeveloped portion of the Properties for purpose of development.

"Limited Common Elements" shall mean the exterior materials, paint and trim of the Units and the roofs of the buildings in which the Units are located.

"Member" shall mean and refer to all those Unit Owners who are members of the Association, as provided in Article III hereof.

"Owner" shall mean and refer to the record owner whether one or more persons or entities of fee simple title to any Unit, including the Declarant with respect to an unsold Unit, which is entitled to membership in the Association. Every Unit Owner shall be treated for all purposes as a single owner for each Unit held, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. Where such ownership is joint, in common, or tenancy

by the entirety, majority vote of such owners shall be necessary to cast any vote to which such owners are entitled.

"The Properties" shall mean and refer to that certain real property hereinbefore described and shown on the Map together with any additions thereto.

"Unit" shall mean any unit of residential housing built upon the Property and shown on the Map.

#### ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed 30 days for any infraction of Association published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer has been recorded;

(d) the right of the Declarant and of the Association to grant and reserve easements and right-of-way, in, through, under, over and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities; and the right of the Declarant to grant and reserve easements and rights-of-way, in, through, under, over, upon and across the Common Area for the completion of the Declarant's work and for the operation and maintenance of the Common Area;

(e) the right of individual Owners to the exclusive use of assigned parking spaces (if any) as provided in this article.

Section 2. Owner's Rights in Limited Common Elements. An Owner of the Unit to which a Limited Common Element or portion thereof is appurtenant shall have the exclusive right to use and enjoy such Limited Common Element subject to the provisions of this Declaration and the By-Laws. Costs of repair, replacement and restoration of the Limited Common Elements will be paid by the Association from money in the Replacement Reserve Fund (as described in the By-Laws). Money in the Replacement Reserve Fund used to pay for repair, replacement or restoration of a Limited Common Element shall be applied to such Limited Common Element by means of a fraction, the denominator of which is the total square

feet of space of the interiors of all Units, and the numerator of which is the total square feet in the interior of a Unit. The denominator will be determined by the Association and will be the same number used in each instance. If such amount is insufficient to pay for the aforesaid work, special assessments will be imposed equally upon the Owners of the Units to which the Limited Common Elements being so repaired, replaced or restored are appurtenant.

Section 3. Delegation of Use. Any Member may delegate in accordance with the By-Laws and the rules and regulations of the Association, the right of enjoyment to the Common Area and facilities to the members of the Owner's family, tenants, guests, or contract purchasers who reside on the property.

Section 4. Parking Rights. All Members shall be entitled to the use of the parking areas located on the Association's property, subject nevertheless to any rules and regulations which may be promulgated by the Association's Board of Directors and any rights of Owners to the exclusive use of assigned parking spaces.

#### ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Unit Owners, with the exception of the Declarant; each Class A Member shall be entitled to one vote for each Unit owned. Class A members are not permitted to vote until the Class B membership terminates.

Class B. The Class B Member shall be the Declarant, who shall be entitled to one vote. Class B voting rights cannot be used to terminate the scheduled creation of Common Elements. The Class B Membership shall cease on the happening of either of the following events:

(a) when the total votes outstanding in the Class A Membership equals forty-eight (48); or

(b) five years from the date of filing of the Declaration.

Section 3. When more than one person holds an interest in any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as they among themselves determine by majority vote, but in no event shall more than one vote be cast with respect to any Unit.

Section 4. For a period of three years following the filing of the Declaration of the Association, or until the Declarant no longer owns any Units, whichever period is shorter, the Declarant shall be entitled to select four members of the Board of Directors.

This Section 4 of Article III cannot be amended without the approval of the Declarant as long as Declarant owns any Unit.

#### ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or Common Charges, and (2) special assessments for capital improvements, (collectively referred to hereinafter as "Assessments") such Assessments to be established and collected as provided in the By-Laws. By purchasing a Unit, each Owner agrees to give the Association a lien on such Unit, on behalf of all Owners, for unpaid Common Charges and special assessments assessed against such Unit. Such lien, however, shall be subordinate to any liens for real estate taxes assessed against such Unit and a lien for all sums unpaid on a first mortgage of record placed on the Unit at the time of purchase by that Owner.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties as a community and in particular for the improvement and maintenance functions herein set forth, and for providing services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes and insurance thereon, the repair, replacement and addition thereto, payment for the cost of labor, equipment, materials, management and supervision thereof, and the cost of lawn and landscaping maintenance, and the cost of repair and restoration of the Limited Common Elements all of which obligations the Association hereby assumes as of the date of conveyance of title of the Common Area by Declarant.

Section 3. Special Assessments for Capital Improvements. In addition to the annual Common Charges authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds, (2/3) of the votes of all Members.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 or 3 of this Article III shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or, of proxies entitled to cast sixty percent (60%) of all the votes of both classes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called upon not less than ten (10) days notice, and the required quorum at the subsequent meeting shall be fifty percent (50%) of both classes of Members. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Any assessments imposed by the Association pursuant to Sections 2 and 3 shall remain in effect until changed by a vote of the Association pursuant to Sections 2 and 3.

Section 5. Date of Commencement of Annual Common Charges: Due Date. The annual Common Charges provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area to the Association. The first annual Common Charges shall be adjusted according to the number of months remaining in the calendar year. Thereafter the Board of Directors shall fix the amount of the annual Common Charges against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual Common Charges shall be sent to every Owner subject thereto. The Common Charges shall be paid monthly, on or before the 15th day of every month unless otherwise established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid. Notwithstanding the foregoing, from the date of the recording of this Declaration until the first anniversary of the date thereof, the Declarant shall be responsible for the difference in Common Charges assessed against Units pursuant to the Association budget and actual expenses. Thereafter the Declarant will pay Common Charges for all Units it owns.

Section 6. Assessments for Repair, Replacement and Restoration of Limited Common Elements. A portion of the annual budget of the Association shall be designated for the Replacement Reserve Fund (as defined in the By-Laws), and a portion of Common Charges paid by each Owner shall be deposited therein. Upon the determination by the Board of Directors that repair, replacement or restoration of any portion of the Limited Common Elements is required, the Association shall cause such work to be performed in the manner provided herein and in the By-Laws, and shall cause the work to be paid for in the manner specified in Article II, Section 2.

Section 7. Effect of Non-payment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of one and one-half percent (1-1/2%) per month (eighteen percent [18%] per annum) or the highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Unit owned.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to any first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof or any former Owner from the duty to pay Assessments incurred during such former Owner's period of ownership of a Unit.

Section 9. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Area as

defined in Article I hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said Assessments, charges or liens.

#### ARTICLE V. EASEMENTS

Section 1. Reservation of Easements. Each Unit and the property included in the Common Area shall be subject to an easement for encroachments created by construction settling and overhangs, as designed or constructed by the Declarant. In the event that any portion of any structure, as originally constructed by Declarant, including any party wall or fence, shall protrude over an adjoining Unit or the Common Area, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining Unit or Units or the Common Area, and Owners and/or the Association shall neither maintain any action for the removal of a party wall or fence or projection nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owner has granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Declarant. The foregoing easements shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Blanket Easement. There is hereby created a blanket easement in favor of the Declarant and any applicable utility company upon, across, over and under all of the said Properties for ingress, and egress, installing, replacing, repairing and maintaining all utilities, including but not limited to water, sewer, gas, telephone and electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electric and/or telephone company to erect and maintain the necessary poles, underground cables or other necessary equipment on the Properties and to affix and maintain electrical and/or telephone wires, circuits, meters and conduits upon, above, across and under the roof and exterior walls of the Units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or cross over the Common Area to inspect and to perform the duties of maintenance and repair of the Common Area provided for herein and to prevent damage to the Common Area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties except as initially programmed and approved by the Declarant and shown on the Map, or thereafter approved by the Declarant or the Association's Board of Directors. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement to a separate recordable document, Declarant shall have the right to grant such easement on such Properties without conflicting with the terms hereof.

Declarant reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, sewers and drainage lines which may from time to time be in or along the streets, roads or other areas of the Properties.

Section 3. Easements In Favor of Association and Unit Owners. Declarant does hereby establish and create for the benefit of the Association and for all Owners of Units (including Declarant) located on the Properties the following easements, licenses, rights and privileges:

(i) Right of ingress and egress to the nearest public highway over and through all roads, walkways and driveways leading from a Unit to a public highway and right of ingress and egress to the nearest public highway over the Common Area.

(ii) Rights to connect with and make use of utility lines, wires, pipes, conduits, sewers and drainage lines which may from time to time be in or along the streets and roads or other portions of the Common Area.

(iii) Right of ingress and egress to the nearest public highway over and through all roadways within Edgewater Estates including but not limited to an easement in favor of Declarant for its use in the completion of any and all improvements upon the Properties.

#### ARTICLE VI. RIGHTS AND OBLIGATIONS OF DECLARANT

Section 1. Completion of Common Area by Declarant. Declarant shall complete construction of the recreational facilities serving the Properties by August, 1986. Declarant's obligation to complete the construction of the Common Area, at Declarant's sole cost and expense, shall survive the conveyance of the Common Area to the Association pursuant to Section 2 of this Article IV.

Section 2. Title to Common Area. Declarant hereby covenants for itself, its successors and assigns, that prior to the conveyance of the first Unit to an Owner, it will convey title to the Common Area to the Association free and clear of all liens and encumbrances, except those created by or pursuant to this Declaration including without limitation the following covenants, which shall be deemed to run with the land and shall be binding upon the Declarant, the Association, and their successors and assigns:

(a) In order to preserve and enhance the property values and amenities of the community, the Common Area and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Area shall include, but not be limited to, the repair and damage to pavement, walkways, outdoor lighting, fences and recreational facilities. This section shall not be amended, as provided for herein to reduce or eliminate the obligation for maintenance and repair of the Common Area.

(b) In order to permit the Units to be constructed and owned with "zero lot lines", Declarant will convey title to substantially all the Common Area prior to the conveyance of the first Unit by conveying the



Common Area less eight (8) certain rectangular parcels on which the townhouse buildings which will house the Units (the "Buildings") will be constructed. After the Buildings have been completed or substantially completed so that Declarant is able to identify the remaining parcels to be conveyed to the Association, the Declarant will convey, and the Association will accept any and all remaining parcels surrounding the Buildings as part of the Common Area.

Section 3. Reservation of Easements. Declarant reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Area, for the purpose of completing the construction and sale of Units situate upon the Properties. Towards this end the Declarant hereby reserves easements and the right to grant same and rights-of-way in, through, over, under and across the Common Area for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, gas and other utilities and for any other materials or services necessary for the completion of the work. Declarant reserves the right to connect with and make use of utility lines, wires, pipes, conduits, sewers and drainage lines which may from time to time be in or along the streets and roads or other portions of the Common Area. In situations where the Association is responsible for the outside maintenance and repair of the pipes, sewer lines, water lines, wires, conduits, etc., the cost of such maintenance will be apportioned among the Members of the Association who are immediately effected by such maintenance or repair on a pro rata basis in proportion to their respective Common Interests. This provision does not apply to the Declarant unless Declarant is the Owner of a Unit affected by the aforesaid maintenance or repairs.

#### ARTICLE VII. COMMON AREA MAINTENANCE, MANAGEMENT AGREEMENT AND INSURANCE ASSESSMENTS

Section 1. Common Area Maintenance. The Association shall be responsible for all maintenance on the Common Area including, but not limited to, maintaining the beach, swimming pool, spa, community building, parking facilities, recreational facilities; cutting grass; raking; trimming and maintaining shrubs and trees on Common Area; snow removal on Common Area walkways, roadways and parking areas; and contracting for major repairs and replacements to Common Area and the Limited Common Elements.

As used herein, the term "maintenance" means preserving, repairing and keeping in good condition the items referred to herein and replacement of any item which is deemed reasonably necessary by the Board of Directors of the Association.

Section 2. Management Agreement. Each Owner of a Unit hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that the said management agreement may be cancelled prior to its expiration date by an affirmative vote of sixty (60%) percent of the votes of both classes of Members of the Association who are voting in person or by proxy. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management

agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 3. Insurance. (A) The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the Common Area, including insurance of any buildings located on the Common Area against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction. The Association shall also obtain a comprehensive public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be Common Expenses. Such insurance shall be written in the name of the Association as trustee for each of the Owners in proportion to their respective Common Interests.

(B) Each Owner shall obtain insurance on the Unit owned against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction. Upon taking title to a Unit, the Owner shall provide the Board of Directors with a copy of the certificate of insurance or other evidence of insurance. In the event of loss or damage to a Unit, the Owner is required to commence repair or restoration within thirty (30) days of the settlement of insurance proceeds. The Association shall carry insurance to cover debris removal and the cost of restoring any remaining Units to a safe condition in the event an Owner defaults in the requirements of this paragraph.

#### ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. No building, Unit, exterior fence or wall, garage or other exterior structure shall be commenced, erected altered, constructed, reconstructed or moved or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the design, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. Any Owner or Owners, desiring to so proceed shall submit three sets of building plans plus a building permit application to the Board of Directors at least 30 days prior to the date such Owner needs a decision. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications and building permit application have been submitted to it, said design shall be deemed to have been rejected. The Declarant shall be exempt from the provisions of this Article.

Section 2. All exterior surfaces of Units requiring periodic painting, cleaning, washing or other maintenance shall be given such attention regularly by the Units' Owners' so as to maintain a neat and clean appearance at all times. The decision of the Board of Directors shall control as to when Units shall be painted or stained, or when roofs of Units shall be repaired or replaced or any other repair or restoration to a Limited Common Element is required, and the costs of such painting, staining and/or repair, replacement or restoration shall be paid by the Association. The color, design or components of a principal exterior building material, a principal exterior building element, a fence or any structure connected to or appurtenant to a Unit shall not be changed from that present when the Owner took possession of the Unit unless said Owner has received the prior written approval of the Board of Directors.

Section 3. No awnings, mailboxes, lights, antennas or any other type of equipment or trim shall be affixed to the exterior of a Unit by a Unit Owner.

Section 4. No window air conditioning units shall be placed in windows which face Lake Champlain.

#### ARTICLE IX. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Violation or breach of any of the covenants or restrictions herein contained shall give the Association the right to obtain an injunction or court order requiring the Owner causing such violation to summarily abate and remove from his Unit, at the expense of the violating Owner, the thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, until December 31, 2015, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty percent (80%) of both classes of Members has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Unit Owner at least ninety (90) days in advance of any action taken. Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to the Common Areas, by Section 3 of

Article V shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures, unless said provision is abrogated by the unanimous written consent of all the Unit Owners. Unless specifically prohibited herein, Articles I through III and VI through VIII, other than Section 3 of Article VI, of this Declaration may be amended by an instrument signed by Members holding not less than ninety percent (90%) of the votes of both classes of Members at anytime until December 31, 2015, and thereafter by an instrument signed by Members holding not less than eighty percent (80%) of the votes of both classes of Members. Any amendment must be properly recorded to be effective.

Section 4. Annexation. With the exception of the additional Common Area specified in Article VI, additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of both classes of Members.

Section 5. Use. The Units are to be used only for residential purposes. Notwithstanding any provision in the zoning ordinance of the City of Plattsburgh (the "Ordinance") that may permit a home occupation, no Owner shall engage in any home occupation as defined in the Ordinance.

Section 6. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration with respect to the Properties, together with Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by the Declaration within the Properties, except as hereinafter provided.

Section 7. Disposition of Assets upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Area, (but excluding any Limited Common Element) shall be dedicated to an appropriate public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Properties, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

Section 8. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the Owner at the Unit, or to the last

known address of the person who appears a Member or Owner on the records of the Association at the time of such mailing if such different address is provided by the Owner or Member.


Section 9. Administration. The administration of the Association shall be in accordance with the provisions of the Association By-Laws which are made a part of this Declaration and attached hereto as Schedule "B".

CONCORD DEVELOPMENT CORPORATION  
OF NEVADA

By   
Eugene Creech, President

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF Clinton )

On this 29<sup>th</sup> day of November, 1985, before me personally came Eugene Creech, to me known, who being by me duly sworn, did depose and say that he resides at Plattsburgh, New York, that he is the President of Concord Development Corporation of Nevada, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1986

SCHEDULE A  
DESCRIPTION OF COMMON AREAS

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Flattsburgh, County of Clinton, and State of New York and being PARCEL 4 as indicated on a certain map prepared by Paul E. Cummings, dated July 15, 1969 and titled as follows, "Property Line Map The Flattsburgh Urban Renewal Agency Project N.Y.R-106 City of Flattsburgh, Clinton County, New York Area East of Margaret Street Sheet 1 of 2 sheets, Map No. 4"; and bounded and described as follows: BEGINNING at a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the said southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east ( $N43^{\circ}-47'-45"E$ ) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N46^{\circ}-14'-15"E$ ) one hundred seventy-six and ninety-four one-hundredths (176.94) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (3) north forty-six degrees, fourteen minutes and fifteen seconds east ( $N46^{\circ}-14'-15"E$ ) two hundred and zero hundredths (200.00) feet to an iron pipe found in the ground; (4) north forty-six degrees, twelve minutes and fifteen seconds east ( $N46^{\circ}-12'-15"E$ ) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (5) north forty-five degrees, thirty minutes and zero seconds east ( $N45^{\circ}-30'-00"E$ ) thirty-eight and zero hundredths (38.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (6) north forty-five degrees, thirty minutes and zero seconds east ( $N45^{\circ}-30'-00"E$ )

fifteen and forty-nine one hundredths (15.49) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (7) north forty-three degrees, two minutes and thirty seconds east ( $N43^{\circ}-02'-30''E$ ) forty-six and fifty-one one-hundredths (46.51) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (8) north forty-two degrees, twenty-eight minutes and forty-five seconds east ( $N42^{\circ}-28'-45''E$ ) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground, said point of beginning being at the northwesterly corner of a parcel of land conveyed by Nicholas P. Corodimas and Bernice M. Corodimas, his wife, to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969 and recorded January 7, 1969 in the Clinton County Clerk's Office in Volume 515 of Deeds at page 33E and running thence south forty-seven degrees, twenty-five minutes and zero seconds east ( $S47^{\circ}-25'-00''E$ ), along the northeasterly bounds of said parcel of land conveyed to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969, two hundred ninety and zero hundredths (290.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east ( $N24^{\circ}-37'-30''E$ ) three hundred eighteen and fifty-one one-hundredths (318.51) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west ( $N47^{\circ}-25'-00''W$ ) one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street, thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street, one and thirty-four one-hundredths (1.34) feet to a point in the northeasterly bounds of a fifty (50) feet wide navigation sight easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166 and 167; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''E$ ), along the southeasterly side of Margaret Street, twenty and ninety-three one-hundredths (20.93) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground in the northeasterly bounds of a parcel of land appropriated by New York State Department of Public Works by said four separate

documents dated June 13, 1930; thence south thirty-seven degrees, three minutes and zero seconds east ( $S37^{\circ}-03'-00''E$ ), along the northeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-eight and four one-hundredths (38.04) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground at the northeasterly corner of said parcel appropriated by New York State Department of Public Works; thence south fifty-two degrees, fifty-seven minutes and zero seconds west ( $S52^{\circ}-57'-00''W$ ), along the southeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, sixteen and zero hundredths (16.00) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground at the southeasterly corner of said parcel appropriated by New York State Department of Public Works, thence north thirty-seven degrees, three minutes and zero seconds west ( $N37^{\circ}-03'-00''W$ ), along the southwesterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-five and twenty-seven one-hundredths (35.27) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground in the southeasterly bounds of Margaret Street; thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street fourteen and sixty-one one-hundredths (14.61) feet to a point in the southwesterly bounds of said fifty (50) feet wide navigation sight easement appropriated with certain lands by New York State Department of Public Works by said four separate documents dated June 13, 1930, both the northeasterly and southwesterly bounds of said fifty (50) feet wide navigation sight easement extend along lines with a bearing of south thirty-one degrees, forty-seven minutes and forty-five seconds east ( $S31^{\circ}-47'-45''E$ ) across the full depth of parcel herein conveyed; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ), along the southeasterly bounds of Margaret Street, forty-six and twenty-six one-hundredths (46.26) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence south forty-two degrees, thirty-four minutes and fifteen seconds west ( $S42^{\circ}-34'-15''W$ ) along the southeasterly bounds of Margaret Street, two hundred three and sixty-two one-hundredths (203.62) feet to the point or place of beginning and containing, between the bounds



as indicated 1.692 acres of land.

Together with the rights of the party of the first part hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the above described parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated *February*, 1965 and titled as follows: "Map No. 2 Topographic Map Northend Renewal Project N.Y.R-106 City of Plattsburgh, New York North of Scotion Creek.

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor, in a survey completed July 15, 1969 and is PARCEL 4 as indicated on map first above mentioned and prepared by said Paul E. Cummings.

The parcel of land hereby conveyed is subject to the navigation sight easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166 and 167.

The parcel of land herein conveyed is part of the premises conveyed to George C. Potter by Henry Scheier and Rebecca Scheier, his wife, by Deed dated July 20, 1923 and recorded August 8, 1923 in the Clinton County Clerk's Office in Volume 140 of Deeds at page 28, all of the premises conveyed by Mary Feinstein to Harry Rubin and Lillian E. Rubin, his wife by Deed duly recorded in the Clinton County Clerk's Office May 13, 1958 in Volume 400 of Deeds at page 155, all of the premises conveyed by Dana B. Hanks to Dana B. Hanks and Bessie E. Hendricks, Joint Tenants, by Deed dated May 20, 1963 and recorded June 6, 1963 in the Clinton County Clerk's Office in Volume 466 of Deeds at page 282, and all of the premises conveyed by Dana B. Hanks to Dana B. Hanks and Alice H. Wright, Joint Tenants, by Deed dated May 20, 1963 and recorded June 6, 1963 in the Clinton County Clerk's Office in Volume 466 of Deeds at page 280.

It is hereby intended to convey part of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Pauline Hoffmeyer in an action recorded in the Clinton Clerk's Office on April 22, 1968 in Volume 15 of Lis Pendens at page 139, all of the premises acquired by the Flattsburgh Urban Renewal Agency from I. Elsa Cohen by Warranty Deed dated April 5, 1968 and recorded April 22, 1968 in the Clinton County Clerk's Office in Volume 508 of Deeds at page 521, all of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Dana B. Hanks and Alice H. Wright in an action dated April 10, 1968, and all of the premises acquired or being acquired by Plattsburgh Urban Renewal Agency from Dana B. Hanks and Bessie E. Hendricks and George Corodimas in an action dated April 10, 1968.

*James H. ...*  
*November 1, 1968*

and ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton and State of New York and being PARCEL (5) as indicated on a certain map prepared by Paul E. Cummings, dated January 19, 1972 and titled as follows, "Property Line Map The Plattsburgh Urban Renewal Agency Area East Side of Margaret Street Revision of Parcels (5) and (6). Map No. 4-A", and bounded and described as follows: BEGINNING at a  $\frac{1}{2}$  inch iron pipe set in the ground at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east (N 43°-47'-45"E) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east (N46°-14'-15"E) three hundred seventy-six and ninety-four one-hundredths (376.94) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (3) north forty-six degrees, twelve minutes and fifteen seconds east (N46°-12'-15"E) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (4) north forty-five degrees, thirty minutes and zero seconds east (N45°-30'-00"E) fifty-three and forty nine one-hundredths (53.49) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (5) north forty-three degrees, two minutes and thirty seconds east (N43°-02'-30"E) forty-six and fifty-one one-hundredths (46.51) feet to a  $\frac{1}{2}$  inch iron pipe found in

the ground; (6) north forty-two degrees, twenty-eight minutes and forty-five seconds east ( $N42^{\circ}-28'-45''E$ ) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (7) north forty-two degrees, thirty-four minutes and fifteen seconds east ( $N42^{\circ}-34'-15''E$ ) two hundred three and sixty-two one-hundredths (203.62) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (8) north forty-three degrees, eight minutes and fifteen seconds east ( $N43^{\circ}-08'-15''E$ ) ninety-nine and thirty-eight one-hundredths (99.38) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground, said point of beginning at the northwesterly corner of PARCEL (4), as indicated on above mentioned map and running thence south forty-seven degrees, twenty-five minutes and zero seconds east ( $S47^{\circ}-25'-00''E$ ), along the northeasterly bounds of said PARCEL (4), one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east ( $N24^{\circ}-37'-30''E$ ) ninety-two and fifty hundredths (92.50) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground thence north forty-four degrees, nineteen minutes and thirty seconds east ( $N44^{\circ}-19'-30''E$ ) two hundred forty-eight and eighty-six one-hundredths (248.86) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west ( $N47^{\circ}-25'-00''W$ ), along the southwesterly bounds of PARCEL (6) as indicated on above mentioned map, one hundred sixty-six and sixty-nine one-hundredths (166.69) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground on the southeasterly side of Margaret Street at the southwesterly corner of said PARCEL (6); thence south forty-three degrees, eight minutes and fifteen seconds west ( $S43^{\circ}-08'-15''W$ ) along the southeasterly side of Margaret Street, three hundred thirty-six and seventy-seven one-hundredths (336.77) feet to the point or place of beginning and

containing, between the bounds as indicated, 1.293 acres of land.

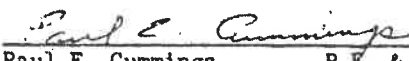
Together with the rights of the first party hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the abovedescribed parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated February 6, 1965 and titled as follows, "Map No. 2 Topographic Map Northend Renewal Project N.Y.-R-106 City of Plattsburgh, New York North of Scotion Creek."

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor in a survey completed January 19, 1972 and is PARCEL (5) as indicated on map first above mentioned and prepared by said Paul E. Cummings.

The Parcel of land herein conveyed was acquired by Plattsburgh Urban Renewal Agency by the following five acquisitions:

1. Order No. 4801 dated November 13, 1969 from Pauline Hoffmeyer;
2. Order No. 4803 dated May 10, 1968 and amended Order No. 4803 dated May 30, 1970 from Idolat Lefebvre;
3. Part of the premises in Order No. 4781 dated May 3, 1968 from Emma Blow and Pauline Blow and the State Bank of Albany;
4. Warranty Deed dated December 14, 1967 and recorded January 12, 1968 in the Clinton County Clerk's Office in Volume 506 of Deeds at page 211 from Margaret Beshon Cross and Nelson Cross;
5. Part of the premises in Order No. 4782 dated May 3, 1968 from Eva Bennett.

  
Paul E. Cummings P.E. & L.S.

January 19, 1972

0733a

and excepting therefrom the following eight parcels:

I. Beginning at a point which is located 110.79 feet on a bearing of S38°-59'-48" W from the Northwest corner of parcel 5 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence S43°-08'-15"W, 179.83 Feet to a point;

Thence S46°-51'-45"E, 31.50 Feet to a point;

Thence N43°-08'-15"E, 179.83 Feet to a point

Thence N46°51'-45"W, 31.50 Feet to the point or place or beginning and containing 5,665 square feet, more or less.

II. Beginning at a point which is located 27.20 feet on a bearing of S26°-02'-05"W from the Northwest corner of parcel 5 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence S43°-08'-15"W, 64.50 Feet to a point;

Thence S46°-51'-45"E, 56.33 Feet to a point;

Thence N43°-08'-15"E, 64.50 Feet to a point

Thence N46°-51'-45"W, 56.33 Feet to the point or place or beginning and containing 3,633 square feet, more or less.

III. Beginning at a point which is located 23.35 feet on a bearing of S54°-11'-27"W from the Northeast corner of parcel 5 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence S44°-19'-30"W, 160.00 Feet to a point;

Thence N45°-40'-30"W, 64.00 Feet to a point;

Thence N44°-19'-30"E, 160.00 Feet to a point

Thence S45°-40'-30"E, 64.00 Feet to the point or place or beginning and containing 10,240 square feet, more or less.

IV. Beginning at a point which is located 217.44 feet on a bearing of S46°-26'-04"W from the Northeast corner of parcel 5 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence S58°-12'-15"W, 160.00 Feet to a point;

Thence N31°-47'-45"W, 64.00 Feet to a point;

Thence N58°-12'-15"E, 160.00 Feet to a point

Thence S31°-47'-45"E, 64.00 Feet to the point or place or beginning and containing 10,240 square feet, more or less.

V. Beginning at a point which is located 180.35 feet on a bearing of N49°-28'-02"E from the Southwest corner of parcel 4 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence N58°-12'-15"E, 64.00 Feet to a point;

Thence S31°-47'-45"E, 160.00 Feet to a point;

Thence S58°-12'-15"W, 64.00 Feet to a point

Thence N31°-47'-45"W, 160.00 Feet to the point or place or beginning and containing 10,240 square feet, more or less.

VI. Beginning at a point which is located 42.45 feet on a bearing of N85°-40'-03"E from the Southwest corner of parcel 4 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence N42°-34'-15"E, 91.33 Feet to a point;

Thence S47°-25'-00"E, 64.00 Feet to a point;

Thence S42°-34'-15"W, 91.33 Feet to a point

Thence N47°-25'-00"W, 64.00 Feet to the point or place or beginning and containing 5,845 square feet, more or less.

VII. Beginning at a point which is located 122.00 feet on a bearing of  $S62^{\circ}-08'-14''E$  from the Southwest corner of parcel 4 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence  $N42^{\circ}-35'-00''E$ , 64.50 Feet to a point;

Thence  $S47^{\circ}-25'-00''E$ , 38.83 Feet to a point;

Thence  $S42^{\circ}-34'-00''W$ , 64.50 Feet to a point

Thence  $N47^{\circ}-25'-00''W$ , 38.83 Feet to the point or place or beginning and containing 2,505 square feet, more or less.

VIII. Beginning at a point which is located 35.87 feet on a bearing of  $N18^{\circ}-13'-023''E$  from the Southeast corner of parcel 4 as shown on maps of lands of the Plattsburgh Urban Renewal Agency, Project NY-R-106, Dated July 15, 1969 by Paul E. Cummings, PE & LS, which maps are filed in the Clinton County Clerk's Office in Map Book 4, on pages 42 and 42A;

Thence  $N65^{\circ}-22'-30''W$ , 64.50 Feet to a point;

Thence  $N24^{\circ}-37'-30''E$ , 125.00 Feet to a point;

Thence  $S65^{\circ}-22'-30''E$ , 64.50 Feet to a point

Thence  $S24^{\circ}-37'-30''W$ , 125.00 Feet to the point or place or beginning and containing 8,063 square feet, more or less.



BY-LAWS  
OF  
EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.

KROLICK AND DEGRAFF  
330 Broadway  
Albany, New York 12207

TABLE OF CONTENTS

	PAGE
ARTICLE I. NAME AND LOCATION	1
ARTICLE II. DEFINITIONS	2
ARTICLE III. MEETING OF MEMBERS	4
Section 1. Annual Meetings	4
Section 2. Special Meetings	4
Section 3. Notice of Meetings	4
Section 4. Quorum	4
Section 5. Proxies	4
ARTICLE IV. BOARD OF DIRECTORS	5
Section 1. Number and Term	5
Section 2. Removal	5
Section 3. Compensation	5
Section 4. Action Taken Without a Meeting	5
ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS	6
Section 1. Nomination	6
Section 2. Election	6
ARTICLE VI. MEETING OF DIRECTORS	7
Section 1. First Meeting	7
Section 2. Regular Meeting	7
Section 3. Special Meeting	7
Section 4. Quorum	7
Section 5. Waiver of Notice	7
ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS	8
Section 1. Powers	8
Section 2. Duties	9
Section 3. Annual Statement	10
Section 4. Fidelity Bonds	10
Section 5. Management Agent	10
ARTICLE VIII. USE OF FACILITIES	11
Section 1. Use	11
Section 2. Delegation of Voting Rights	11
ARTICLE IX. OFFICERS	12
Section 1. Elective Officers	12
Section 2. Election	12

(i)

Section 3.	Appointive Office	12
Section 4.	Term	12
Section 5.	President	12
Section 6.	The Vice President	12
Section 7.	The Secretary	12
Section 8.	The Treasurer	13
Section 9.	Agreements, etc.	13
ARTICLE X.	COMMITTEES	14
ARTICLE XI.	BOOKS AND RECORDS	15
ARTICLE XII.	ASSESSMENTS	16
ARTICLE XIII.	INSURANCE	17
ARTICLE XIV.	AMENDMENTS	18
ARTICLE XV.	SELLING, LEASING AND GIFTS OF HOMES	18
Section 1.	Selling and Leasing Units	18
Section 2.	Gifts, etc.	18
Section 3.	Future Membership	18
ARTICLE XVI.	NOTICES	19
Section 1.	Definition	19
Section 2.	Service of Notice - Waiver	19
ARTICLE XVII.	FINANCES	19
Section 1.	Operating	19
Section 2.	Replacement Reserve Fund Account	19
Section 3.	Other Accounts	19
ARTICLE XVIII.	GENERAL PROVISIONS	20
Section 1.	Fiscal year	20
Section 2.	Seal	20
Section 3.	Construction	20
Section 4.	Severability	20
EXHIBIT A -	Swimming Pool and Beach Rules	21
EXHIBIT B -	Association General Rules	23

BY-LAWS  
OF  
EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.  
A New York Not-For-Profit Corporation

ARTICLE I.  
NAME AND LOCATION

The name of the corporation is Edgewater Estates Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 400 Margaret Street, Plattsburgh, New York, but meetings of Members and the Board of Directors may be held at such places within the State of New York, County of Clinton, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

The following capitalized terms shall have the meanings set forth in this Article II, unless another meaning is clearly otherwise indicated.

"Association" shall mean and refer to Edgewater Estates Homeowners Association, Inc., its successors and assigns.

"Board of Directors" shall mean the board of directors of the Association.

"By-Laws" means the By-Laws of the Association, annexed hereto as Exhibit "C" as the same may be amended by the Members of the Association.

"Common Elements" or "Common Area" means the portions of the Property other than the Units or the Lots, including without limitation land, buildings and appurtenances necessary or convenient to the maintenance operation, and/or safety of the Association and reserved for the common use and enjoyment of the Members of the Association as specified in the Declaration and the By-Laws.

"Common Charges" means each Unit Owner's proportionate share of the Common Expenses, determined in accordance with the Common Interest of the Unit.

"Common Expenses" Common expenses means and includes all sums designated as such by or pursuant to the provisions of the Declaration or By-Laws of the Association.

"Common Interest" means the proportionate, undivided interest in fee simple absolute, expressed as numerical percentage, in the Common Area. The aggregate Common Interest for all Units is 100%. The percentage of Common Interest of the Unit is the basis for determination, among other things, of the following rights and duties of the Unit Owner:

- a. Share of Common Expenses - i.e., operating and other expenses of the Association as determined by the Board of Directors.
- b. Share of any distribution upon termination of the Association and Sale of Common Elements.

"Declarant" shall mean and refer to Concord Development Corporation of Nevada, its successors and assigns if such successors or assigns should acquire more than one Unit from the Declarant for the purpose of development.

"Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens applicable to the Properties recorded in the Office of the Clinton County Clerk.

"Limited Common Elements" means the exterior materials, paint and trim of the Units and the roofs of the buildings in which the Units are located. Only the owner of the Unit to which a Limited Common Element is attached shall have the use thereof.

"Member" shall mean and refer to those Unit Owners who are members of the Association, provided in the Declaration.

"Owner" or "Owners", "Members of the Association" or "Members" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit including the Declarant with respect to an unsold Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Restrictions, Easements, Charges and Liens and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Unit" shall mean any unit of residential housing built upon the Property.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 12:00 o'clock noon. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The time and place of annual meetings can be changed for subsequent annual meetings by a vote of a majority of Members voting at any annual meeting at which a quorum is present.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors or upon written request by one-fourth (1/4) of all of the votes of Members who are entitled to vote.

Section 3. Notice of Meetings. With the exception of meetings held pursuant to Article IV, Sections 2 and 3 of the Declaration (referred to hereinafter as "Assessment Meetings"), written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notices of Assessment Meetings shall be given pursuant to Article IV of the Declaration.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of the votes of Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Quorums for Assessment Meetings shall be as set forth in Article IV of the Declaration.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable by the Member upon notice to the secretary, or automatically upon the death or incapacity of a Member, and shall automatically cease upon conveyance by the Member of his Unit.

## ARTICLE IV

### BOARD OF DIRECTORS

**Section 1. Number and Term.** The number of directors which shall constitute the whole Board of Directors shall not be less than three, and not more than seven. An Initial Board of Directors consisting of four directors shall be designated by the Declarant to serve until the first annual meeting. At all subsequent annual meetings, the Members shall vote for and elect seven directors to serve for one year terms or until their successors have been duly elected and qualified. Until the earlier of third anniversary of the recording of the Declaration, or the transfer of title of the final Unit Declarant shall have the right to designate four members of the Board of Directors. This provision of the By-Laws may not be amended without the consent of Declarant as long as the Declarant owns any Units. Notwithstanding the foregoing, as of the third anniversary of the filing of the Declaration, the Declarant shall not be entitled to exercise its voting rights to elect more than three (3) Members of the Board of Directors. All directors, other than those the Declarant shall have the right to designate, must be Members of the Association or officers or employees of Declarant or its affiliated companies. As required by Law, each director shall be at least nineteen years of age.

**Section 2. Removal.** Any director may be removed from the Board of Directors with or without cause, by a majority vote of both classes of Members of the Association. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of such predecessor.

**Section 3. Compensation.** No director shall receive compensation for any service rendered to the Association by such director. However, any director may be reimbursed for actual expenses incurred in the performance of the duties of the director.

**Section 4. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of meeting which could be taken at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nomination committee. Nominations may also be made from the floor at the annual meeting. The nomination committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nomination committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nomination committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, one vote for each nominee. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI  
MEETINGS OF DIRECTORS

**Section 1. First Meeting.** The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of the Association and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Directors shall be set.

**Section 2. Regular Meetings.** Regularly scheduled meetings of the Board of Directors may be held without special notice.

**Section 3. Special Meetings.** Special meetings of the Board of Directors may be called by the president on two (2) day's notice to each director either personally or by telephone, mail or telegram. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of at least two (2) directors.

**Section 4. Quorum.** At all meetings of the Board of Directors, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a two-thirds majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without further notice of meeting other than announcement at the adjourned meeting until a quorum shall be present.

**Section 5. Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

#### Section 1. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Declaration, articles of incorporation or these By-Laws, directed or required to be exercised or done by the Members or Owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy monthly assessments ("Common Charges") to cover the cost of operating and maintaining the Common Area which Common Charges may be payable in advance.
2. To collect, use and expend the Common Charges collected to maintain, care for and preserve the Common Area.
3. To make repairs, restore or alter any of the Common Area after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
4. To open bank accounts on behalf of the Association and to designate the signatories to such bank accounts.
5. To insure and keep insured the Common Area in accordance with Article XIII of these By-Laws.
6. To collect delinquent Common Charges by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the Declaration, these By-Laws or the rules and regulations referred to herein.
7. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the Members when the Board of Directors has approved them in writing and delivered a copy of such rules and regulations and/or all amendments to each Member. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on the use of the Common Area by guests of the Members, as well as reasonable admission and other fees for such use.
8. To employ workmen, lifeguards, janitors and gardeners and to purchase supplies and equipment to enter into contracts, including contracts with a management company.
9. To bring and defend actions by or against more than one Member and pertinent to the operation of the Association.
10. To pay and to charge back to the Owners as Common Charges any real property taxes which may be levied upon the Common Area.
11. To foreclose the lien of the Association for nonpayment of Common Charges and special assessments.

(b) The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate one or more committees, each of such committees to consist of at least three (3) directors, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of both classes of Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Common Charges against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each Common Charge to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Collect Common Charges that are not paid within thirty (30) days after due date by suit against the Owner liable therefor, by foreclosure or other means as permitted by the Declaration or by law.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Common Charge has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states the Common Charge has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance as provided in the By-Laws and the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained and repaired;

(h) pursuant to the provisions of the Declaration and the deed for the Common Area from the Declarant to the Association (the "Deed"), to accept

additional property located between the Common Area and the Units and/or buildings in which the Units are located upon delivery of a deed for such additional property from the Declarant:

(i) cause the Limited Common Elements to be maintained and repaired as provided in the Declaration.

**Section 3. Annual Statement.** The Board of Directors shall furnish to all Members and shall present annually (at the annual meeting and when called for by a vote of the Members at any special meeting of the Members) a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Members.

**Section 4. Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be an expense of the Association.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a management agent under a term contract or otherwise at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to all of the powers and duties of the Board of Directors listed in this Article except those powers specified in Section (1)(a) 1, 4, 5, 6, 7, 9, 10, 11, and those duties specified in Section (1) a, c, e, f and h. All management contracts shall provide that the books and records of the Association shall be returned upon demand, and pursuant to the Declaration, that the contract may be cancelled prior to its expiration date by an affirmative vote of sixty (60%) percent of the votes of both classes of Members.

ARTICLE VIII

USE OF FACILITIES

Section 1. Use. The Common Area shall be limited to the use of the Members and their guests. In the event that a Member shall lease or permit another to occupy the Member's Unit, however, the lessee or occupant shall at the option of the Member, be permitted to use the Common Area subject to the same restrictions and limitations as said Member. Any Member, lessee or occupant entitled to the use of the Association facilities may extend such privileges to other members of his or her family residing in the Unit by notifying the secretary in writing of the names of any such persons and of the relationship of such Member, lessee or occupant to such persons.

Section 2. Delegation of Voting Rights. Notwithstanding any other provisions of these By-Laws, in the event a Class A Member shall lease or permit another to occupy the Member's Unit and elects to permit the lessee or occupant to enjoy the use of the Common Area in lieu of the Member, the Member may, by a writing directed and in form satisfactory to the Board of Directors of the Association, also permit the lessee or occupant to exercise the Member's right to vote on Association matters for the duration of the lease or permitted occupancy, or for a period of ten (10) years, whichever is shorter. Upon the expiration of said period, and each successive period, the Member shall have the right to extend the lessee's or occupant's right to vote if the aforesaid conditions are again satisfied.

## ARTICLE IX

### OFFICERS

Section 1. Elective Officers. The Officers of the Association shall be chosen by the Board of Directors and shall be a president, a vice president, a secretary and a treasurer. The Board of Directors may also choose one or more assistant secretaries and assistant treasurers and such other officers as in their judgment may be necessary. All officers must be either members of the Board of Directors, Members of the Association, lessees or occupants entitled to the use of the Common Area in lieu of the Member renting or permitting them to occupy the Unit in which they reside or officers or employees of Declarant or its affiliated companies. Two or more offices may not be held by the same person.

Section 2. Election. The Board of Directors, at its first meeting after each annual meeting of the Association Members, shall elect a president, vice president, a secretary and a treasurer. Only the president must be a Member of the Board of Directors

Section 3. Appointive Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4. Term. The officers shall hold office for the term to which they are elected and appointed and until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause at any time, by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. The president shall be the chief executive officer of the Association the president shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect and shall have such other powers and duties as are usually vested in the office of president of a corporation organized under the Not-For-Profit Corporation Law of the State of New York.

Section 6. The Vice President. The vice president shall take the place of the president and perform duties of president whenever the president shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of vice president of a corporation organized under the Not-For-Profit Corporation Law of the State of New York.

Section 7. The Secretary. The secretary and/or assistant secretary shall attend all sessions of the Board of Directors and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The secretary shall give, or cause to be

given, notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the president, under whose supervision the secretary shall be.

**Section 8. The Treasurer.** The treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements including the vouchers for such disbursements, in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The treasurer shall disburse the funds of the Association as may be so ordered by the Board of Directors, making proper vouchers for such disbursements and shall render to the president and directors at the regular meeting of the Board of Directors or whenever they may require it, an account of all transactions made as treasurer and of the financial condition of the Association.

The treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which, among other things, shall contain the amount of each Common Charge, the date when due, the amounts paid thereon and the balance remaining unpaid.

**Section 9. Agreements.** All agreements and other instruments shall be executed by the president or such other person as may be designated by the Board of Directors.



ARTICLE X  
COMMITTEES

The Association shall appoint an "Architectural Control Committee", as provided in the Declaration, and a "Nominating Committee", as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI  
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the articles of incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII  
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association Common Charges and special assessments (collectively referred to as "Assessments") which are secured by a continuing lien upon the Unit or Units against which such Assessment is made. Any Assessments which are not paid when due shall be delinquent. If an Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of one and one half (1 1/2%) percent per month, or eighteen (18%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such Assessments provided for herein. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Unit. Special assessments may be levied by vote of 2/3 of Members of the Association entitled to vote. Additional Special Assessments for repair or restoration of the Limited Common Elements may be levied by vote of 2/3 of Members upon whom such Special Assessments are to be levied.

Assessments shall be calculated upon all Units based on their Common Interests. The Common Interest of a Unit is derived by dividing the number of square feet in a particular Unit by the total number of square feet of all Units in the Association.

The Common Interests calculated for the respective Units are as follows:

A Type (Malibu)	1.55% Common Interest
B Type (Laguna)	2.07% Common Interest
C Type (Monterey)	2.66% Common Interest

Declarant will not change the Common Interest of a Unit or Units so as to adversely affect the Owner after such Unit has been sold.

ARTICLE XIII

INSURANCE

The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering each member of the Board of Directors, each Association Member, and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Area. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurances: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring the facilities on the Common Area in an amount equal to their full replacement values (b) workmen's compensation insurance and (c) insurance covering debris removal and the costs of restoring a damaged or destroyed building to a safe condition in the event an Owner fails to comply with the insurance and restoration requirements specified in the Declaration. All insurance premiums for such coverage shall be paid for by the Association as a Common Expense.

ARTICLE XIV  
AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called meeting of Association Members, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of eighty percent (80%) of both classes of Members entitled to vote. No amendment, however, shall affect or impair the validity or priority of the Members' interests and the interests of holders of a mortgage encumbering a Member's Unit without the consent of all affected Members and their mortgagees. In addition, Section 1 of Article 3 hereof cannot be amended without the consent of the Declarant as long as the Declarant owns any Units.

ARTICLE XV  
SELLING, LEASING AND GIFTS OF UNITS

Section 1. Selling and Leasing Units. Any Unit may be conveyed or leased by a Member free of any restrictions (except the Declaration) except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until all unpaid Common Charges and special assessments assessed against the Unit shall have been paid as directed by the Board of Directors. Such unpaid Association Common Charges and special assessments, however, may be paid out of the proceeds from the sale of a Unit, or by the grantee. Any sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Directors. Upon the written request of a Member or the Member's mortgagee, the Board of Directors or its designee shall furnish a written statement of the unpaid Common Charges and special assessments due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board of Directors for the issuance of such statements.

Section 2. Gifts, Etc. Any Member may convey or transfer the Unit owned by gift during the Member's lifetime or devise the Unit by will or pass the same by intestacy without restriction.

Section 3. Future Memberships. Upon any transfer of any Unit located upon the Properties, the grantee (devisee, distributee, or beneficiary of a gift) shall automatically become a Member of the Association with the same rights, duties and restrictions under the Declaration and these By-Laws as the Grantor or predecessor in title of such Unit.

## ARTICLE XVI

### NOTICES

**Section 1. Definition.** Whenever under the provisions of the Declaration or these By-Laws, notice is required to be given to the Board of Directors or to any director or Member, it shall not be construed to require personal notice but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Directors, such director or Member at such address as appears on the books of the Association or by delivery to the Unit by hand.

**Section 2. Service of Notice - Waiver.** Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE XVII

### FINANCES

**Section 1. Operating Account.** There shall be established and maintained in a local bank, trust company or savings & loan association, a cash deposit account to be known as the "Edgewater Estate Operating Account", into which shall be deposited the operating portion of all Common Charges and special assessments as fixed and determined for all Members. Disbursements from said account shall be for the general needs of the operation of the Property and the Association, including but not limited to, wages, repairs, improvements, maintenance and other operating expenses of the community and of the Common Area facilities.

**Section 2. Replacement Reserve Fund Account.** There shall be established and maintained in a local bank, trust company or savings & loan association, an account to be known as the "Edgewater Estates Replacement Reserve Fund Account", into which shall be deposited the reserve and replacement portion of all Common Charges and special assessments as fixed for all Members levied for repair, restoration or capital improvement to the Common Area and Limited Common Elements, and special assessments levied against less than all Unit Owners to pay for repair or restoration of the Limited Common Elements as provided in the Declaration of these By-Laws, as well as the amount set aside by Declarant to be paid by a purchaser and deposited into the account upon the sale of each Unit. Disbursements from said account shall be for repair and replacement of Limited Common Elements and Common Area which shall be made as needed as determined by the Board of Directors. The money in this fund cannot be used for any purpose other than as specified herein without the unanimous consent of the Board of Directors with the approval of Members if required by the Declaration or these By-Laws.

**Section 3. Other Accounts.** The Board of Directors shall maintain any other accounts it shall deem necessary to carry out its purposes.

**Section 4.** No Owner, upon the conveyance of a Unit will have a right to a return by the Association of any money paid to the Association.

ARTICLE XVIII  
GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 2. Seal. The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Construction. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural; whenever the context so required.

In the case of any conflict between the certificate of incorporation and these By-Laws, the certificate of incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In case of a conflict between these By-Laws, the Declaration, and applicable law, the applicable law shall control.

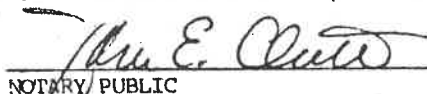
Section 4. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.

By: 

STATE OF NEW YORK )  
                          ) SS.:  
COUNTY OF CLINTON)

On this 29th day of November, 1985, before me personally came Eugene Creech, to me known, who being by me duly sworn, did depose and say that he resides at Plattsburgh, New York, that he is the President of Edgewater Estates Homeowners Association, Inc., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

  
NOTARY PUBLIC

-20-

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1986

VOL 651 PAGE 119

**EXHIBIT "A" TO BY-LAWS**  
**SWIMMING POOL AND BEACH RULES**  
**OF**  
**EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.**

**I. SWIMMING POOL RULES**

1. Swimming Pool hours are 10:00 A.M. to 8:00 P.M. from May 15 through September 15.
2. No glass or food is allowed in the pool area.
3. All children under the age of 12 years must be accompanied by an adult.
4. All non-swimmers must be accompanied by a swimming adult.
5. No running is allowed in the pool area.
6. Only proper swimming apparel is allowed in the pool. No cutoffs are to be worn, as material from cutoffs present a serious drainage problem.
7. All trash, paper, and metal cans (particularly pull tabs) are to be placed in the receptacles provided around the pool.
8. No infants in diapers in the pool.
9. The pool is a recreational facility primarily for resident use and a responsible resident must accompany guests visiting the facility. No more than two guests per responsible resident will be allowed without prior approval from the Board of Directors.
10. Pets are not allowed in the pool area.
11. Behavior which causes a nuisance to others is not permitted.
12. The Board of Directors may add or delete rules as they deem necessary and proper.

**II. BEACH RULES**

1. Overnight camping is not permitted. The beach grounds close at 9:00 P.M.
2. Bottles and cans are not allowed on the beach.
3. Fires may be lit only in the cooking areas provided.
4. Pets are not allowed in the beach area.
5. Behavior which causes a nuisance to others is not permitted.



6. The beach area is a residential facility primarily for resident use and a responsible resident must accompany guests using the facility. No more than two guests per responsible resident are allowed without prior approval from the Board of Directors.
7. All trash, paper and metal cans (particularly pull tabs) are to be placed in the receptacles provided.
8. Children under the age of 12 years must be accompanied by an adult.
9. The Board of Directors may add or delete rules as it deems necessary and proper.

**EXHIBIT "B" TO BY-LAWS  
ASSOCIATION GENERAL RULES**

(1) No equipment, building materials, toys or other items shall be stored or left upon the Common Area.

(2) No tent, shack, trailer (or similar structure), boat or motorized vehicle shall be used as a dwelling on a street either temporarily or permanently.

(3) No signs, billboards or advertising media shall be erected or maintained on the Units, with the exception of one temporary sign indicating a Unit is for sale.

(4) Trucks, trailers, boats, motorcycles and commercial and recreational vehicles shall be kept garaged overnight when on or about the Unit and any Street.

(5) Only one "umbrella" type clothesline may be maintained on the rear of any Unit.

(6) All trash and garbage receptacles must be stored in covered, animal-proof containers out of sight from the street except on the certain day(s) of the week when trash and/or garbage is removed by a private trash removal firm.

(7) The Units shall be used for private residence purposes only and exclusively. Each Unit shall be occupied by not more than one family.

(8) There shall not be erected, permitted, maintained or carried on or upon any Unit, Common Area, or any part thereof, any saloon, manufacturing establishment, stable, kennel, cattle yard, hog pen, chicken coop or privy vault, nor shall any horse, cattle, hogs, chicken or livestock be kept or maintained thereon.

(9) No noxious or offensive activity shall be carried on or upon any Unit or the Common Area, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood.

(10) All front light, and outside mail and paper box stands shall be in conformity with the style designated by the Association.

(11) All exterior surfaces of structures on the Units requiring periodic cleaning, washing or other maintenance shall be given such attention regularly and thoroughly so as to maintain a neat and clean appearance at all times.

(12) No car shall be parked on the Common Parking Area that is not licensed, inspected and insured.

(13) No lawn ornaments shall be placed or left on the Property without the permission of the Association.

stop

(14) Owners will observe such regulations as the Association may adopt concerning parking and moving vehicles from common parking areas to facilitate snow removal.

(15) No pets shall be kept housed or tied outside the Units or in the Common Area; all Owners with pet(s) shall clean up after the pet(s) and not permit the pet(s) to foul the Common Area, including without limitation the walks, lawns, roads, parking area and beach.

(16) Owners of "B" and "C" type Units acquire as part of the Unit, a covered garage for one automobile. Owners of "A" type Units shall have one space reserved at no cost in the parking area. All uncovered parking spaces will be assigned by the Association, which may set aside as many spaces for visitors as it deems necessary. Owners who require more than one parking space shall apply to the Association to lease an additional space. The Association shall lease additional spaces on a space available basis on such terms as it deems reasonable and may charge a fee therefor. Any fee for lease of a parking space will be changed uniformly to all Owners who lease additional space(s).

5. -----  
 Concord Development Corporation d/b/a Concord :  
 Development of Nevada :  
 :  
 to :  
 :  
 :  
 Edgewater Estates Homeowner's Association, Inc. :  
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**BARGAIN AND SALE DEED**

Dated: December 16, 1985  
 Recorded: December 16, 1985  
 Liber 652 Cp 95

**Note 1:** See Corrective Deed 662-323 shown as set out # 9.

**Note 2:** Recited Maps Book 13 pages 8 and 9 are shown as set out #'s 13 and 14.

Covers portion of PIQ

Bargin and Sale Deed with Covenant against Grantor and Lien Covenant

THIS INDENTURE, Made the 16<sup>th</sup> day of December, 1985

Between CONCORD DEVELOPMENT CORPORATION d/b/a CONCORD DEVELOPMENT of NEVADA, with offices at 400 Margaret Street, Plattsburgh, Clinton County, New York 12901 a corporation organized under the laws of the State of Nevada, party of the first part, and

EDGEWATER ESTATES HOMEOWNER'S ASSOCIATION, INC., a new not-for-profit corporation with offices at 400 Margaret Street, Plattsburgh, Clinton County, New York 12901

party of the second part,

WITNESSETH that the party 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 party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the City of Plattsburgh, Clinton County, New York shown on a map entitled " Map Showing Survey and Site Plan of Parcel 4 and Parcel 5, Plattsburgh Urban Renewal Agency, Project, N.Y. -R- 106 for Concord Development Corp., Project name: Edgewater Estates, City of Plattsburgh, Clinton County, New York, " dated March 6, 1985 and revised March 30, 1985, April 25, 1985 and May 29, 1985 by David A. Jolly, L.S., a copy of which was filed as Plate Numbers 1 and 2 in Book 13 of Maps at pages 8 and 9 on December 3, 1985 in the office of the Clinton County Clerk, and bounded and described as follows:

COMMENCING at a hole chiseled in the sidewalk (1985) on the easterly side of Margaret Street in the southerly line of the premises occupied by McDonald's Restaurant;

THENCE PROCEEDING S 47° 25' 00" E a distance of 166.69 feet to an iron pin set in the westerly edge of Lake Champlain Beach;

THENCE TURNING and proceeding S 44° 19' 30 " W a distance of 248.86 feet to an iron pin;

THENCE TURNING and proceeding S 24° 37' 30" W a distance of 411.01 feet to an iron pin set in the southerly line of the premises occupied by a motel and swimming pool business;

THENCE TURNING and proceeding N 47° 25' 00" W 290.00 feet to a hole chiseled in the aforesaid concrete sidewalk;

THENCE TURNING and proceeding N 42° 34' 15" E a distance of 203.62 feet to a point;

THENCE TURNING and proceeding N 43° 08' 15" E a distance of 60.87 feet to a hole chiseled in said sidewalk;

THENCE TURNING and proceeding S 36° 59' 15 " E a distance of 34.57 feet to a point

THENCE TURNING and proceeding N 57° 14' 21" E a distance of 15.91 feet to a point;

THENCE TURNING and proceeding N 36° 47' 47" W a distance of 38.53 feet to a hole chiseled in said sidewalk;

THENCE TURNING and proceeding N 43° 08' 15" E a distance of 357.70 feet to the point or place of commencement.

EXCEPTING AND RESERVING therefrom BLDG. I; BLDG. II; BLDG. III and BLDG. IV all shown on said map.

ALSO EXCEPTING AND RESERVING therefrom BLDG. V together with the 64.00 foot by 160.00 foot parcel of land upon which said building is sited; BLDG. VI together with the 64.00 foot by 91.33 foot parcel of land upon which said building is sited; BLDG. VII together with the 38.83 foot by 64.00 foot parcel of land upon which said building is sited and BLDG. VIII together with the 64.50 foot by 125.00 foot parcel of land upon which said building is sited.

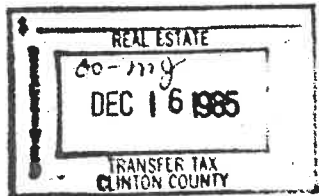
SUBJECT TO easements, rights-of-way and restrictions of record or discoverable by inspection of the premises, and subject to the provisions of Section 13 of the Lien Law.

BEING PART of the premises conveyed by Plattsburgh Urban Renewal Agency to Concord Development Corporation by a deed dated May 20, 1985 and recorded August 19, 1985 in Book 648 of Deeds at page 279 in the office of the Clinton County Clerk.

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, its successors and assigns forever.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatsoever.



In Presence of

In Witness Whereof, the party of the first part has caused its corporation seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 16 day of December Nineteen Hundred Eighty-five

CONCORD DEVELOPMENT CORPORATION  
d/b/a CONCORD DEVELOPMENT OF NEVADA

[Signature]  
EUGENE CREECH, President

STATE OF NEW YORK  
COUNTY OF CLINTON

On this 16<sup>th</sup> day of December  
Nineteen Hundred and Eighty-85

Before me personally came EUGENE CREECH to me personally known, who, being by me duly sworn, did depose and say that he resides in Plattsburgh, Clinton County, New York that he is the president of Concord Development Corporation d/b/a Concord Development of Nevada, the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[Signature]  
John E. Clute

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1986

RECORDED  
LIBER 652-09 deed  
PAGE 45 & PTAVIN  
DEC 16 1 22 PM '85  
[Signature]  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

6. -----  
Re: :  
 :  
 Edgewater Estates Homeowners :  
 Association, Inc. :  
 :  
 :  
 :  
 :  
 :  
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**CERTIFICATE OF INCORPORATION**

Dated: May 22, 1985  
Filed: September 12, 1985  
Box 43 "E"

Box 43 "E"

CERTIFICATE OF INCORPORATION OF  
EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.  
UNDER SECTION 402 OF THE  
NOT-FOR-PROFIT CORPORATION LAW

16763 ✓

The undersigned, being of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Not-For-Profit Corporation Law of New York, does hereby certify:

FIRST: The name of the corporation is Edgewater Estates Homeowners Association, Inc.

SECOND: The corporation is a corporation as defined in subparagraph (a) (5) of Section 102 of the Not-For-Profit Corporation Law.

THIRD: The purpose or purposes for which the Corporation is formed are as follows:

A. to promote the health, safety and welfare of the residents of a residential community proposed to be developed by a Nevada corporation on lands situated in the City of Plattsburgh, County of Clinton, State of New York; and for this purpose:

1. To own, acquire, build, operate and maintain land and facilities for swimming and other recreational, cultural and community use, including buildings, structures, improvements and personal property incidental thereto, hereinafter referred to as the "Common Properties"; and

2. To enforce any and all covenants, restrictions and agreements applicable to the residential parcels within the above described residential community and the Common Properties, (hereinafter collectively referred to as "the Declaration") which may hereafter be made by Concord Development Corporation, sponsor and recorded among the land records of the County of Clinton, New York.

B. To make and perform any contracts and do any acts and things, and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein, but not for the pecuniary profit or financial gain of its members, directors or officers except as permitted under Article 5 of the Not-For-Profit Corporation Law.

C. The Corporation, in furtherance of its corporate purposes above set forth, shall have the powers enumerated in Section 202 of the Not-For-Profit Corporation Law, subject to any limitations provided in the Not-For-Profit Corporation Law or any other statute of the State of New York.

FOURTH: The Corporation shall be a Type A Corporation pursuant to Section 201 of the Not-For-Profit Corporation Law.

FIFTH: The Corporation shall have the power to dispose of its real properties only as authorized under the Declaration applicable to said properties.

B238026

CLINTON COUNTY  
SHERIFF'S OFFICE  
BERNARD AMELL

SEP 12 11 37 AM '85

FILED



SIXTH: The Corporation may be dissolved only by the vote of 80% of the members entitled to vote thereon. Written notice of the proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with paragraph SEVENTH hereof) shall be mailed to every member at least sixty (60) days in advance of any action taken.

SEVENTH: Upon dissolution of the Corporation, its real and personal assets, including the Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of the Corporate properties shall be effective to divest or diminish any right or title of any member vested in him under the licenses, covenants and easements of the Declaration, or under any subsequently recorded covenants and deeds applicable to the Common Properties, unless made in accordance with the provisions of the Declaration or said covenants and deeds.

EIGHTH: This Certificate may be amended pursuant to the provisions of the Not-For-Profit corporation Law.

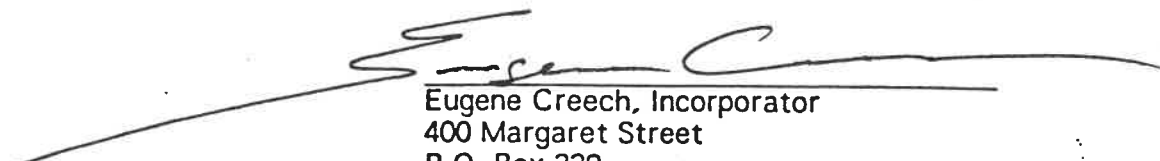
NINTH: The office of the Corporation will be located in the City of Plattsburgh, County of Clinton, State of New York.

TENTH: The territory in which the operations of the Corporation will principally be conducted is the City of Plattsburgh, in the County of Clinton, State of New York.

ELEVENTH: the Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

400 Margaret Street  
Plattsburgh, New York 12901

IN WITNESS WHEREOF, I have made and signed this Certificate this 22<sup>nd</sup> day of May, 1985, and I affirm the statements contained herein as true under the penalties of perjury.

  
Eugene Creech, Incorporator  
400 Margaret Street  
P.O. Box 339  
Plattsburgh, New York 12901

2

CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL  
SEP 12 11 37 AM '85

FILED

B238026

FILED

SEP 12 11 37 AM '85  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

FILED

JUN 18 6 16 AM '85



FILED  
RECEIVED  
JUN 17 8 1985 8:11 AM '85  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
OFFICE OF THE CLERK OF THE DATE REGISTRY  
BERNARD AMELL

Certificate of Incorporation of  
Edgewater Estates Homeowners  
Association, Inc. under  
Section 402 of the Not-for-Profit  
Corporation Law

Attention: Janet S. Kaplan  
Krollick and DeGraff  
330 Broadway  
Albany, New York 12207  
(518) 465-2333

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JUN 18 1985

AMT. OF CHECK \$ 6.00  
FILING FEE \$ \_\_\_\_\_  
TAX \$ \_\_\_\_\_  
COUNTY FEE \$ \_\_\_\_\_  
COPY \$ \_\_\_\_\_  
CERT \$ \_\_\_\_\_  
REFUND \$ \_\_\_\_\_  
SPEC HANDLE \$ 10

BY

*Handwritten signature: P. Clinton*

7. -----  
Concord Development Corporation d/b/a Concord :  
Development of Nevada :  
 :  
 :  
 to :  
 :  
 :  
 :  
 Edgewater Estates Homeowner's Association, Inc. :  
-----

**BARGAIN AND SALE DEED**

Dated: December 19, 1985  
Recorded: December 19, 1985  
Liber 652 Cp 220

Covers portion of PIQ

23616

Bargin and Sale Deed with Covenant against Grantor and Lien Covenant

THIS INDENTURE, Made the 19<sup>th</sup> day of December, 1985

Between CONCORD DEVELOPMENT CORPORATION d/b/a CONCORD DEVELOPMENT OF NEVADA, with offices at 400 Margaret Street, Plattsburgh, Clinton County, New York 12901 a corporation organized under the laws of the State of Nevada, party of the first part, and

EDGEWATER ESTATES HOMEOWNER'S ASSOCIATION, INC., a new not-for-profit corporation with offices at 400 Margaret Street, Plattsburgh, Clinton County, New York 12901

party of the second part,

WITNESSETH that the party 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 party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all of the grantor's right, title and interest in and to

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the City of Plattsburgh, Clinton County, New York, lying between the easterly line of the premises conveyed by the grantor herein to the grantee herein by a deed dated December 16, 1985 and recorded the same day in Book 652 of Deeds at page 95 in the office of the Clinton County Clerk and the low water line of Lake Champlain.

SUBJECT TO easements, rights-of-way and restrictions of record or discoverable by inspection of the premises, and subject to the provisions of Section 13 of the Lien Law.

BEING PART of the premises conveyed by Plattsburgh Urban Renewal Agency to Concord Development Corporation by a deed dated May 20, 1985 and recorded August 19, 1985 in Book 648 of Deeds at page 279 in the office of the Clinton County Clerk.

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, its successors and assigns forever.

AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatsoever.

In Presence of

\_\_\_\_\_



In Witness Whereof, the party of the first part has caused its corporation seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 19<sup>th</sup> day of December Nineteen Hundred Eighty-five

CONCORD DEVELOPMENT CORPORATION  
d/b/a CONCORD DEVELOPMENT OF NEVADA

By Eugene Creech  
EUGENE CREECH, President

STATE OF NEW YORK  
COUNTY OF CLINTON

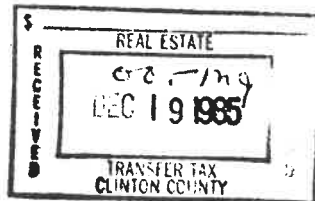
On this 19<sup>th</sup> day of December  
Nineteen Hundred and Eighty-five

Before me personally came EUGENE CREECH to me personally known, who, being by me duly sworn, did depose and say that he resides in Plattsburgh, Clinton County, New York that he is the president of Concord Development Corporation d/b/a Concord Development of Nevada, the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

John E. Clute

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1986

RECORDED  
BOOK 652 OF Deeds  
PAGE 220 & EXHIBIT  
DEC 19 4 14 PM '85  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL



8.

-----  
Concord Development Corporation d/b/a Concord :  
Development of Nevada :  
 :  
and :  
 :  
 :  
Edgewater Estates Homeowners Association, Inc. :  
-----

**AMENDMENT TO DECLARATION**

Dated: April 11, 1986  
Recorded: April 11, 1986  
Liber 662 Cp 285

6883

AMENDMENT TO DECLARATION

THIS AGREEMENT made this 12th day of April, 1986 between CONCORD DEVELOPMENT CORPORATION d/b/a CONCORD DEVELOPMENT OF NEVADA, a Nevada corporation with an office for the transaction of business at 216 Oak Street Extension, Plattsburgh, NY 12901 (hereinafter referred to as "Concord") and EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC., a New York not-for-profit corporation with principal office and place of business at 400 Margaret Street, Plattsburgh, NY 12901 (hereinafter referred to as "Association").

W I T N E S S E T H :

WHEREAS, Concord, as Declarant or Sponsor pursuant to Declaration of Covenants, Restrictions, Easements, Charges and Liens (herein "Declaration") dated November 29, 1985 and recorded Clinton County Clerk's Office December 4, 1985 in Liber 651 of Deeds at Page 71, did establish and create for the benefit of Association and the owners of individual townhouse units to be located in the Edgewater Estates development certain covenants, restrictions, easements, charges and liens and which such Declaration is intended to be enforced and administered by Association; and

WHEREAS, such Declaration did recite that the premises owned by Concord and affected by such Declaration were more particularly described in the legal description contained in Schedule A of such Declaration; and

WHEREAS, such Schedule A legal description through inadvertance did erroneously except and reserve from inclusion in such legal description eight (8) separately described parcels upon which will be located the buildings which will contain the townhouse units which are intended by Concord and Association to benefit from the terms and provisions of such Declaration.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of the sum of Ten Dollars (\$10.00) by each of the parties hereto to the other in hand paid, receipt whereof is hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Concord and Association do hereby agree that the Schedule A legal description attached to the Declaration shall be and it is hereby deleted and the Schedule A legal description attached to this Agreement and made a part hereof shall be and it hereby is for all purposes substituted as the Schedule A legal description for such Declaration with the same force and effect as if it had been attached to and incorporated in such Declaration in the first instance.

2. It is the intent of Concord and Association in executing this Agreement to make certain that the buildings built and to be built on the premises described in the legal description contained in Schedule A of this Agreement and the townhouse units contained therein shall for all purposes receive all benefits from as well as being subjected to all obligations as more particularly set forth in such Declaration.

*mailed return: John Chute  
10 City Hall Place  
Plattsburgh, N.Y.*

IN WITNESS WHEREOF, Concord and Association have caused this  
Amendment to Declaration to be duly executed by their duly  
authorized officer the day and year first above written.

CONCORD DEVELOPMENT CORPORATION  
d/b/a CONCORD DEVELOPMENT OF NEVADA

BY:   
President

EDGEWATER ESTATES HOMEOWNERS  
ASSOCIATION, INC.

BY: 

STATE OF NEW YORK )  
COUNTY OF CLINTON ) SS.:

On this 11<sup>th</sup> day of April, 1986, before me personally came EUGENE CREECH, to me known, who being by me duly sworn, did depose and say that he resides in the City of Plattsburgh, New York; that he is the President of CONCORD DEVELOPMENT CORPORATION d/b/a CONCORD DEVELOPMENT OF NEVADA, the corporation described in, and which executed the above instrument; and that he signed his name thereto by like order of the Board of Directors of said corporation.

John E. Clute  
NOTARY PUBLIC

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1988

STATE OF NEW YORK )  
COUNTY OF CLINTON ) SS.:

On this 11<sup>th</sup> day of April, 1986, before me personally came EUGENE CREECH, to me known, who being by me duly sworn, did depose and say that he resides in the City of Plattsburgh, New York; that he is the President of EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC., the corporation described in, and which executed the above instrument; and that he signed his name thereto by like order of the Board of Directors of said corporation.

John E. Clute  
NOTARY PUBLIC

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1988



**SCHEDULE A (Description)**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being **DESCRIPTION OF PARCEL (4) SOUTHEASTERLY OF MARGARET STREET BEING CONVEYED BY THE PLATTSBURGH URBAN RENEWAL AGENCY**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton, and State of New York and being PARCEL 4 as indicated on a certain map prepared by Paul E. Cummings, dated July 15, 1969 and titled as follows, "Property Line Map The Plattsburgh Urban Renewal Agency Project N.Y.R-106 City of Plattsburgh, Clinton County, New York Area East of Margaret Street Sheet 1 of 2 sheets, Map No. 4"; and bounded and described as follows:

BEGINNING at a  $\frac{1}{2}$  inch inch iron pipe set in the ground on the southeasterly side of Margaret Street at a point the following eight courses and distances from a  $\frac{1}{2}$  inch iron pipe found in the ground on the said southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east (N43°-47'45"E) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{2}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east (N46°-14'15"E) one hundred seventy-six and ninety-four one-hundredths (176.94) feet to a  $\frac{1}{2}$  inch iron pipe set in the ground; (3) north forty-six degrees, fourteen minutes and fifteen seconds east (N46°-14'-15"E) two hundred and zero hundredths (200.00) feet to an iron pipe found in the

(continued)

ground (4) north forty-six degrees, twelve minutes and fifteen seconds east (N46°-12'-15"E) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a ½ inch iron pipe set in the ground; (5) north forty-five degrees, thirty minutes and zero seconds east (N45°-30'-00"E) thirty-eight and zero hundredths (38.00) feet to a ½ inch iron pipe set in the ground; (6) north forty-five degrees, thirty minutes and zero seconds east (N45°-30'-00") fifteen and forty-nine one hundredths (15.49) feet to a ½ inch iron pipe set in the ground; (7) north forty-three degrees, two minutes and thirty seconds east (N43°-02'-30"E) forty-six and fifty-one one-hundredths (46.51) feet to a ½ inch iron pipe found in the ground; (8) north forty-two degrees, twenty-eight minutes and forty-five seconds east (N42°-28'-45"E) two hundred and zero hundredths (200.00) feet to a ½ inch iron pipe found in the ground, said point of beginning being at the northwesterly corner of a parcel of land conveyed by Nicholas P. Corodimas and Bernice M. Corodimas, his wife, to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969 and recorded January 7, 1969 in the Clinton County Clerk's Office in Volume 515 of Deeds at page 338 and running thence south forty-seven degrees, twenty-five minutes and zero seconds east (S47°-25'-00"E), along the northeasterly bounds of said parcel of land conveyed to Frank H. Crilley and Edith Crilley by Deed dated January 2, 1969, two hundred ninety and zero hundredths (290.00) feet to a ½ inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east (N24°-37'-30"E) three hundred eighteen and fifty-one one-hundredths (318.51) feet to a ½ inch iron pipe set in the ground;

(continued)

VOL 662 PAGE 289

Schedule "A" Continued

thence north forty-seven degrees, twenty-five minutes and zero seconds west (N47°-25'-00"W) one hundred ninety and ninety-one one-hundredths (190.91) feet to a ½ inch iron pipe set in the ground on the southeasterly side of Margaret Street, thence south forty-three degrees, eight minutes and fifteen seconds west (S43°-08'-15"W), along the southeasterly bounds of Margaret Street, one and thirty-four one-hundredths (1.34) feet to a point in the northeasterly bounds of a fifty (50) foot wide navigation sight easement appropriated with certain lands from Fannie P. Potter, George C. Potter, Rebecca Scheier and Henry Scheier by New York State Department of Public Works, Division of Canals and Waterways June 13, 1930 and recorded June 13, 1930 in the Clinton County Clerk's Office in Volume 161 of Deeds, in four separate documents on pages 164, 165, 166 and 167; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west (S43°-08'-15"E), along the southeasterly side of Margaret Street, twenty and ninety-three one-hundredths (20.93) feet to a ½ inch iron pipe set in the ground in the northeasterly bounds of a parcel of land appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930; thence south thirty-seven degrees, three minutes and zero seconds east (S37°-03'-00"E), along the northeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-eight and four one-hundredths (38.04) feet to a ½ inch iron pipe set in the ground at the northeasterly corner of said parcel appropriated by New York State Department of Public Works; thence south fifty-two degrees, fifty-seven minutes and

(continued)

VOL 662 PAGE 290

Schedule "A" Continued

zero seconds west (S52°-57'-00"W), along the southeasterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, sixteen and zero hundredths (16.00) feet to a ¼ inch iron pipe set in the ground at the southeasterly corner of said parcel appropriated by New York State Department of Public Works, thence north thirty-seven degrees, three minutes and zero seconds west (N37°-03'-00"W), along the southwesterly bounds of said parcel appropriated by New York State Department of Public Works by said four separate documents dated June 13, 1930, thirty-five and twenty-seven one-hundredths (35.27) feet to a ¼ inch iron pipe set in the ground in the southeasterly bounds of Margaret Street; thence south forty-three degrees, eight minutes and fifteen seconds west (S43°-08'-15"W), along the southeasterly bounds of Margaret Street fourteen and sixty-one one-hundredths (14.61) feet to a point in the southwesterly bounds of said fifty (50) foot wide navigation sight easement appropriated with certain lands by New York State Department of Public Works by said four separate documents dated June 13, 1930, both the northeasterly and southwesterly bounds of said fifty (50) foot wide navigation sight easement extend along lines with a bearing of south thirty-one degrees, forty-seven minutes and forty-five seconds east (S31°-47'-45"E) across the full depth of parcel herein conveyed; thence continuing in the same straight line south forty-three degrees, eight minutes and fifteen seconds west (S43°-08'-15" W), along the southeasterly bounds of Margaret Street, forty-six and twenty-six one-hundredths (46.26) feet to a ¼ inch iron pipe set in the ground;

(continued)

VOL 662 PAGE 291

Page -5-

Schedule "A" Continued

thence south forty-two degrees, thirty-four minutes and fifteen seconds west (S42°-34'-15"W) along the southeasterly bounds of Margaret Street, two hundred three and sixty-two one-hundredths (203.62) feet to the point or place of beginning,

FOR CLOSING)  
INSTRUMENTS) and containing, between the bounds as indicated  
ONLY OMIT) 1.692 acres of land.  
FROM POLICY)

Together with the rights of the party of the first part hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above described parcel extended southeasterly.

All the bearings referred to in the above described parcel are magnetic bearings as the needle indicated on a certain map prepared by Joseph J. Martina, Professional Engineer, dated February 6, 1965 and titled as follows: "Map No. 2 Topographic Map Northend Renewal Project N.Y.R-106 City of Plattsburgh, New York North of Scotion Creek.

The parcel of land described above was surveyed by Paul E. Cummings, Surveyor, in a survey completed July 15, 1969 and is PARCEL 4 as indicated on map first above mentioned and prepared by said Paul E. Cummings.

(continued)

DESCRIPTION OF PARCEL (5) NORTHEASTERLY OF MARGARET STREET BEING  
CONVEYED BY THE PLATTSBURGH URBAN RENEWAL AGENCY

Page -6-

Schedule "A" Continued

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street, in the City of Plattsburgh, County of Clinton and State of New York and being PARCEL (5) as indicated on a certain map prepared by Paul E. Cummings, dated January 19, 1972 and titled as follows:

"Property Line Map The Plattsburgh Urban Renewal Agency Area East side of Margaret Street Revision of Parcels (5) and (6). Map No. 4 1", and bounded and described as follows:

BEGINNING at a  $\frac{1}{4}$  inch iron pipe set in the ground at a point the following eight courses and distances from a  $\frac{1}{4}$  inch iron pipe found in the ground on the southeasterly side of Margaret Street at the northwesterly corner of a parcel of land conveyed by Albert Beshon et al to Peter Beshon and Edgar Beshon by Deed dated October 25, 1934 and recorded June 3, 1935 in the Clinton County Clerk's Office in Volume 176 of Deeds at page 376; (1) north forty-three degrees, forty-seven minutes and forty-five seconds east (N43°-47'-45"E) ninety-nine and seventy-two one-hundredths (99.72) feet to a  $\frac{1}{4}$  inch iron pipe found in the ground; (2) north forty-six degrees, fourteen minutes and fifteen seconds east (N46°-14'-15"E) three hundred seventy-six and ninety-four one-hundredths (376.94) feet to a  $\frac{1}{4}$  inch iron pipe found in the ground; (3) north forty-six degrees, twelve minutes and fifteen seconds east (N46°-12'-15"E) one hundred sixty-nine and eighty-three one-hundredths (169.83) feet to a  $\frac{1}{4}$  inch pipe set in the ground; (4) north forty-five degrees, thirty minutes and zero seconds east (N45°-30'-00"E) fifty-three

(continued)

VOL 662 PAGE 293

Schedule "A" Continued

and forty nine one-hundredths (53.49) feet to a  $\frac{1}{4}$  inch iron pipe set in the ground; (5) north forty-three degrees, two minutes and thirty seconds east (N43°-02'-30"E) forty-six and fifty-one<sup>one-</sup>/<sub>hundredths</sub> (46.51) feet to a  $\frac{1}{4}$  inch iron pipe found in the ground; (6) north forty-two degrees, twenty-eight minutes and forty-five seconds east (N42°-28'-45"E) two hundred and zero hundredths (200.00) feet to a  $\frac{1}{4}$  inch iron pipe found in the ground; (7) north forty-two degrees, thirty-four minutes and fifteen seconds east (N42°-34'-15"E) two hundred three and sixty-two one-hundredths (203.62) feet to a  $\frac{1}{4}$  inch iron pipe set in the ground; (8) north forty-three degrees, eight minutes and fifteen seconds east (N43°-08'-15"E) ninety-nine and thirty-eight one-hundredths (99.38) feet to a  $\frac{1}{4}$  inch iron pipe set in the ground, said point of beginning at the northwesterly corner of PARCEL (4), as indicated on above mentioned map and running thence south forty-seven degrees, twenty-five minutes and zero seconds east (S47°-25'-00"E), along the northeasterly bounds of said PARCEL (4), one hundred ninety and ninety-one one-hundredths (190.91) feet to a  $\frac{1}{4}$  inch iron pipe set in the ground; thence north twenty-four degrees, thirty-seven minutes and thirty seconds east (N24°-37'-30"E) ninety-two and fifty hundredths (92.50) feet to a  $\frac{1}{4}$  inch iron pipe set in the ground; thence north forty-four degrees, nineteen minutes and thirty- seconds east (44°-19'-30"E) two hundred forty-eight and eighty-six one hundredths (248.86) feet to a  $\frac{1}{4}$  inch iron pipe set in the ground; thence north forty-seven degrees, twenty-five minutes and zero seconds west (N47°-25' 00"W), along the south-

(continued)

Schedule "A" Continued

westerly bounds of PARCEL (6) as indicated on above mentioned map, one hundred sixty-six and sixty-nine one-hundredths (166.69) feet to a 1/4 inch iron pipe set in the ground on the southeasterly side of Margaret Street at the southwesterly corner of said PARCEL (6); thence south forty-three degrees, eight minutes and fifteen seconds west (43°-08'-15"W) along the southeasterly side of Margaret Street, three hundred thirty-six and seventy-seven one-hundredths (336.77) feet to the point or place of beginning,

FOR CLOSING)  
INSTRUMENTS) and containing, between the bounds as indicated,  
ONLY OMIT) 1.293 acres of land.  
FROM POLICY)

Together with the rights of the first party hereto, if any, to premises between the southeasterly line described above and the low water line of Lake Champlain between the northeasterly line and southwesterly line of above-described parcel extended southeasterly.

All the bearings referred to in the above described parcel are magnetic bearings as the needle indicated in a certain map prepared by Joseph J. Martina, Professional Engineer, Dated February 6, 1965 and titled as follows, "Map No. 2 Topographic Map Northend Renewal Project N.Y.-R-106 City of Plattsburgh, New York North of Scotion Creek."

RECORDED  
INDEXED *deeds*  
PAGE 285. & EXHIBIT

APR 11 4 37 PM '86  
*Bernard Amell*  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

VOL 662 PAGE 295



9. -----  
Edgewater Estates Homeowners Association, Inc. :  
: :  
to :  
: :  
Concord Development Corporation d/b/a Concord :  
Development of Nevada :  
-----

**BARGAIN AND SALE DEED**

Dated: April 11, 1986

Recorded: April 11, 1986

Liber 662 Cp 323

**Abstractor Note:** Corrects Deed 652-95.

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2706

6661

T 666-Statutory Form. Bargain and Sale Deed.- Individual or Corporation. Photostat Reading.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS 80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

THIS INDENTURE, made the 11<sup>th</sup> day of April, nineteen hundred and eighty-six

BETWEEN

EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC.  
400 Margaret Street  
Plattsburgh, NY 12901

party of the first part, and

CONCORD DEVELOPMENT CORPORATION  
d/b/a CONCORD DEVELOPMENT OF NEVADA  
216 Oak Street Extension  
Plattsburgh, NY 12901

part y of the second part,

WITNESSETH, that the part y of the first part, in consideration of ONE AND 00/100 (\$1.00)

-----Dollars,

lawful money of the United States,

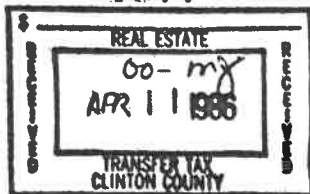
paid by the party of the second part does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate on the easterly side of Margaret Street in the City of Plattsburgh, County of Clinton, and State of New York as more particularly described on Schedule A annexed hereto and made a part hereof.

This Deed is executed for the purpose of correcting a prior deed dated December 16, 1985 from Concord Development Corporation d/b/a Concord Development of Nevada to Edgewater Estates Homeowners Association, Inc. recorded Clinton County Clerk's Office December 16, 1985 in Liber 652 of Deeds at Page 95

This is a Corrective Deed executed for the purpose of assuring that the premises as described in Schedule A herein upon which buildings have or will be built to contain townhouse units of the Edgewater Estates development have not through inadvertance been conveyed and transferred to the party of the first part as part of the common areas pursuant to the above-mentioned deed.

1977



mail to return: John Clarke  
19 City Hall Place  
Plattsburgh, N.Y. 12901

TOGETHER with all right, title and interest of the part y of the first part of, in and to the land lying in the streets and roads in front of and adjoining said premises.

TOGETHER with the appurtenances and all the estate and rights of the part y of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the part y of the second part, its successors and assigns forever.

VOL 662 PAGE 323

SCHEDULE A'

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton and State of New York and being a portion of PARCEL 4 as indicated on a certain map prepared by Paul E. Cummings, dated July 15, 1969 entitled "Property Line Map The Plattsburgh Urban Renewal Agency Project N.Y.R.-106 City of Plattsburgh, Clinton County, New York Area East of Margaret Street Sheet 1 of 2 Sheets, Map No. 4" and bounded and described as follows:

PARCEL V

BEGINNING at a point located N 49° 28' 02" E, a distance of 180.35 feet from the southwest corner of said Urban Renewal PARCEL 4; thence N 58° 12' 15" E, a distance of 64.00 feet to a point; thence S 31° 47' 45" E, a distance of 160.00 feet to a point; thence S 58° 12' 15" W, a distance of 64.00 feet to a point; thence N 31° 47' 45" W, a distance of 160.00 feet to the point and place of beginning.

PARCEL VI

BEGINNING at a point located N 85° 40' 03" E, a distance of 42.45 feet from the southwest corner of said Urban Renewal PARCEL 4; thence N 42° 34' 15" E, a distance of 91.33 feet to a point; thence S 47° 25' 00" E, a distance of 64.00 feet to a point; thence S 42° 34' 15" W, a distance of 91.33 feet to a point; thence N 47° 25' 00" W, a distance of 64.00 feet to the point and place of beginning.

PARCEL VII

BEGINNING at a point located S 62° 08' 14" E, a distance of 122.00 feet from the southwest corner of Urban Renewal PARCEL 4; thence N 42° 35' 00" E, a distance of 64.50 feet to a point; thence S 47° 25' 00" E, a distance of 38.83 feet to a point; thence S 42° 35' 00" W, a distance of 64.50 feet to a point; thence N 47° 25' 00" W, a distance of 38.83 feet to the point and place of beginning.

PARCEL VIII

BEGINNING at a point located N 18° 13' 23" E, a distance of 35.87 feet from the southeast corner of Urban Renewal PARCEL 4; thence N 65° 22' 30" W, a distance of 64.50 feet to a point; thence N 24° 37' 30" E, a distance of 125.00 feet to a point; thence S 65° 22' 30" E, a distance of 64.50 feet to a point; thence S 24° 37' 30" W, a distance of 125.00 feet to the point and place of beginning.

ALSO, ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being on the southeasterly side of Margaret Street in the City of Plattsburgh, County of Clinton and State of New York and being part of PARCEL 4 of the Urban Renewal Parcel referred to above

and also being part of PARCEL 5 as indicated on a certain map prepared by Paul E. Cummings dated January 19, 1972 entitled as follows: "Property Line Map The Plattsburgh Urban Renewal Agency Area East Side of Margaret Street Revision of Parcels (5) and (6). Map No. 4 1" and bounded and described as follows:

PARCEL I

BEGINNING at a point located S 38° 59' 48" W, a distance of 110.79 feet from the northwest corner of Urban Renewal PARCEL 5 referred to above; thence S 43° 08' 15" W, a distance of 179.83 feet to a point; thence S 46° 51' 45" E, a distance of 33.50 feet to a point; thence N 43° 08' 15" W, a distance of 179.83 feet to a point; thence N 46° 51' 45" W, a distance of 33.50 feet to the point and place of beginning.

PARCEL II

BEGINNING at a point located S 26° 02' 05" W, a distance of 27.20 feet from the northwest corner of Urban Renewal PARCEL 5; thence S 43° 08' 15" W, a distance of 64.50 feet to a point; thence S 46° 51' 45" E, a distance of 56.33 feet to a point; thence N 43° 08' 15" E, a distance of 64.50 feet to a point; thence N 46° 51' 45" W, a distance of 56.33 feet to the point and place of beginning.

PARCEL III

BEGINNING at a point S 54° 11' 27" W, a distance of 23.35 feet from the northeast corner of Urban Renewal PARCEL 5; thence S 44° 19' 30" W, a distance of 160.00 feet to a point; thence N 45° 40' 30" W, a distance of 64.00 feet to a point; thence N 44° 19' 30" E, a distance of 160.00 feet to a point; thence S 45° 40' 30" E, a distance of 64.00 feet to the point and place of beginning.

PARCEL IV

BEGINNING at a point S 46° 26' 04" W, a distance of 217.44 feet from the northeast corner of Urban Renewal PARCEL 5; thence S 58° 12' 15" W, a distance of 160.00 feet to a point; thence N 31° 47' 45" W, a distance of 64.00 feet to a point; thence N 58° 12' 15" E, a distance of 160.00 feet to a point; thence S 31° 47' 45" E, a distance of 64.00 feet to the point and place of beginning.

RECORDED  
LIBER *66209 deed*  
PAGE *323* & PAYMENT  
APR 11 4 38 PM '86  
*Bernard Amell*  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

VOL 662 PAGE 325

This deed is subject to the trust provisions of Section 13 of the Lien Law.  
IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

EDGEWATER ESTATES HOMEOWNERS  
ASSOCIATION, INC.

*[Signature]*  
..... LS  
President  
..... LS

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF CLINTON

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

On the // day of April, 19 86 before me personally came EUGENE CREECH to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_ City of Plattsburgh, New York; that he is the President of EDGEWATER ESTATES HOMEOWNERS ASSOCIATION, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

*[Signature]*  
NOTARY PUBLIC

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1988

**DEED**  
BARGAIN AND SALE

Dated, \_\_\_\_\_, 19\_\_\_\_  
The land affected by the within instrument  
lies in \_\_\_\_\_

Record and return to \_\_\_\_\_

Reserve this space for use of Recording Office.

10.

-----  
Edgewater Estates Homeowner's Association, Inc. :  
: :  
: :  
to :  
: :  
: :  
City of Plattsburgh :  
-----

**EASEMENT**

Dated: August 29, 1986  
Recorded: September 25, 1986  
Liber 676 Cp 67

19692

AUG 26 1986

**THIS INDENTURE**

Made the 29<sup>th</sup> day of August 1986, by  
and between Edgewater Estates Homeowner's Association, Inc.  
400 Margaret St.

of the City of Plattsburgh County of Clinton and State of  
New York (hereinafter called the Grantor), and the City of Plattsburgh, a Municipal Corporation organized and  
existing under Chapter 269 of the laws of 1902 as amended, with principal place of business in the City Hall, Plattsburgh, New  
York (hereinafter called the Grantee).

**WITNESSETH:**

That for and in consideration of the sum of \$..... Dollars and other good and valuable considerations in hand  
paid by the grantee to the grantor herein, the receipt whereof is hereby acknowledged, the grantor hereby conveys to the  
grantee, its successors and assigns, easement, right privilege and right of way the width of five feet upon, over,  
under and across the lands of the grantor situated in the City of Plattsburgh

Clinton County, New York, described as follows:  
This right-of-way is for underground conduits and conductors and  
describes property shown on the City of Plattsburgh Tax Maps at 207.8-  
2-49 and is known as 400 Margaret St.

Beginning at the southwest corner of the above described property and  
running in an easterly direction along the southerly property line a distance  
of forty-five (45) feet which is the beginning of a five (5) foot right-of-  
way, all north of the southern property line, for a distance of seventy (70)  
feet from the point of beginning.

This portion of the right-of-way to be five (5) feet wide, two and  
five tenths (2.5) feet either side of a centerline described below.

Thence turning a left deflection angle of ninety (90) degrees from the  
end of the first mentioned line and running in a northerly direction a dis-  
tance of sixty (60) feet, more or less, to an existing underground trans-  
former, which is the end of this right-of-way.

Together with the right to enter upon and erect, inspect, operate, replace, repair and perpetually maintain a line or lines  
of poles, and/or H-frames and/or towers with necessary wires, cross arms, guy wires, push braces and other usual fixtures  
and appurtenances used or adopted for the transmission of electric current for light, heat, power or any other purpose.

Together also with the right to trim, cut and remove at any and all times such trees and underbrush or other obstructions  
upon the said right of way.

PROVIDED, however any damage to the property of the Grantor (other than that caused by trimming cutting and re-  
moving of trees and underbrush as hereinabove provided) caused by the Grantee, its successors and assigns, in maintaining or  
repairing said transmission line, shall be borne by the Grantee, its successors and assigns.

RESERVING, however, to the Grantor the right to cultivate the ground between said poles and towers and beneath said  
wires, provided that such use shall not interfere with or obstruct the rights herein granted.

The Grantor hereby warrants the title to the rights, above granted and that the same are free and clear of all liens and  
incumbrances, and that he will execute or procure any further necessary assurance of the title to said premises.

Each of the parties hereto also binds, the heirs, executors, administrators, successors and assigns of such party.  
IN WITNESS WHEREOF, the Parties hereto have duly executed this agreement the day and year first above written.

**WITNESS:**

Eugene Creech, President of (Seal)  
Edgewater Estates Homeowner's Association, Inc.  
..... (Seal)  
..... (Seal)  
..... (Seal)  
..... (Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)  
COUNTY OF CLINTON)

On this 29th day of August, 1986, before me personally  
came EUGENE CREECH to me personally known, who,  
being by me duly sworn, did depose and say that he resides in \_\_\_\_\_  
Plattsburgh, New York

that he is the President of Edgewater Estates Homeowner's Association, Inc.  
the association described in, and which executed the within Instrument; that  
he knows the seal of said association; that the seal affixed to said Instrument  
is such corporate seal; that it was so affixed by order of the Board of Direc-  
tors of said association; and that he signed his name thereto by like  
order.

John E. Clute  
NOTARY PUBLIC

JOHN E. CLUTE  
Notary Public in the State of New York  
Residing in the County of Clinton  
My Commission Expires March 30, 1987

RECORDED  
SIDE 676 of deed  
PAGE 67 & REAR INDEX  
SEP 25 7 27 PM '86  
Bernard Amell  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD AMELL

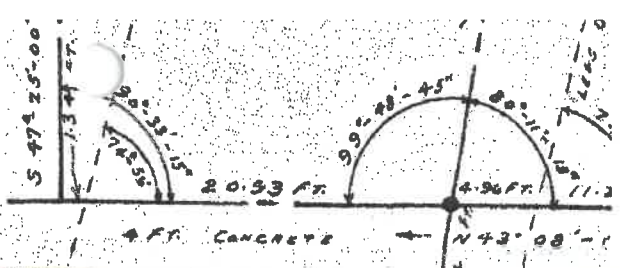


11. -----  
Re: :  
The Plattsburgh Urban Renewal Agency :  
: :  
: :  
: :  
: :  
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**SURVEY MAP**

Filed: January 23, 1970  
Book 4 page 42

NORTH



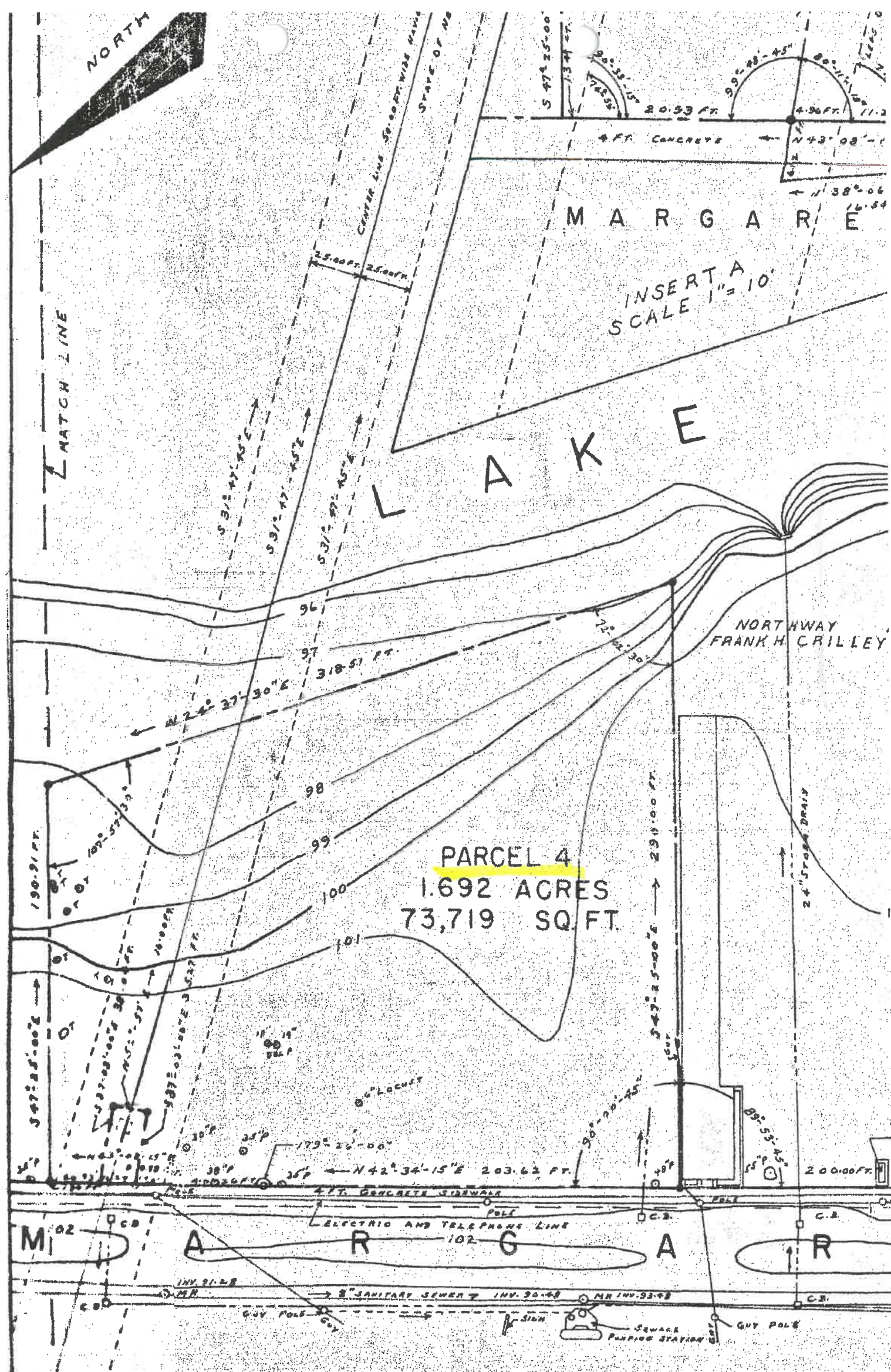
MARGARET

INSERT A  
SCALE 1" = 10'

LAKELAKE

NORTHWAY  
FRANK H. CRILLEY

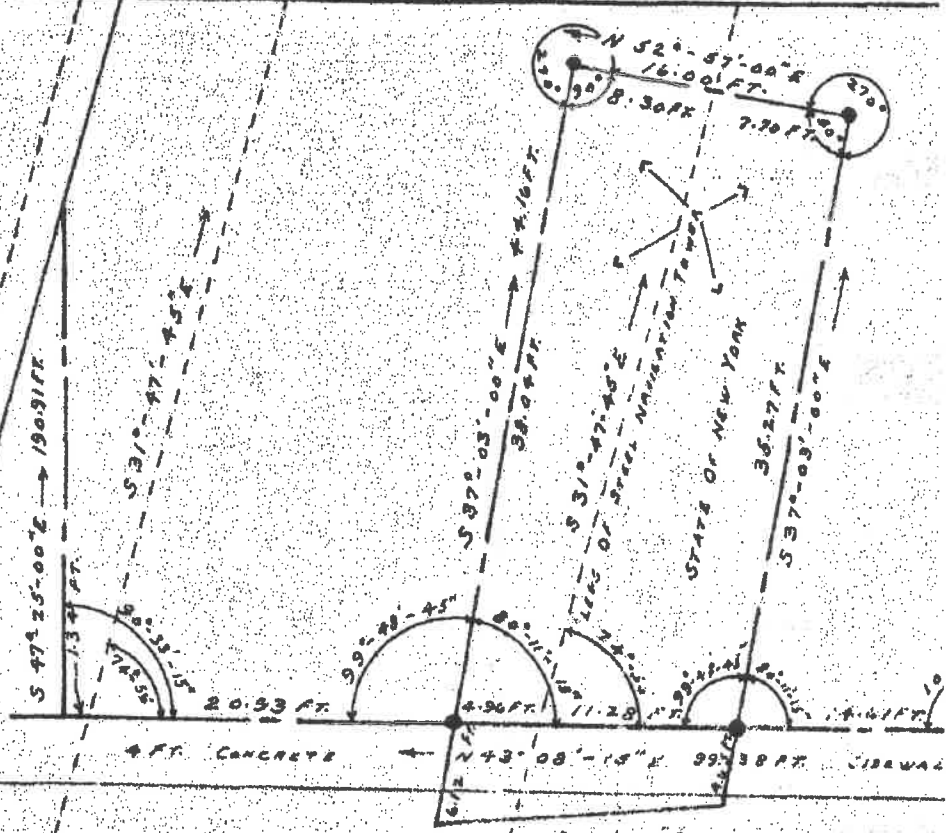
PARCEL 4  
1.692 ACRES  
73,719 SQ. FT.



I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS SURVEYED BY  
 GROUND AS PER RECORD DESCRIPTIONS AND THAT THIS MAP WAS PREP  
 CORRECTLY SHOWS THE EXISTING CONDITIONS AS NOTED.  
 SIGNED Paul E. Cummings, P.E. &  
 NEW YORK STATE LICENSE NO. 20.  
 DATED JULY 15, 1969

MAGNETIC NORTH

CENTER LINE 50.00 FT. WIDE NAVIGATION SIGN EASEMENT STATE OF NEW YORK



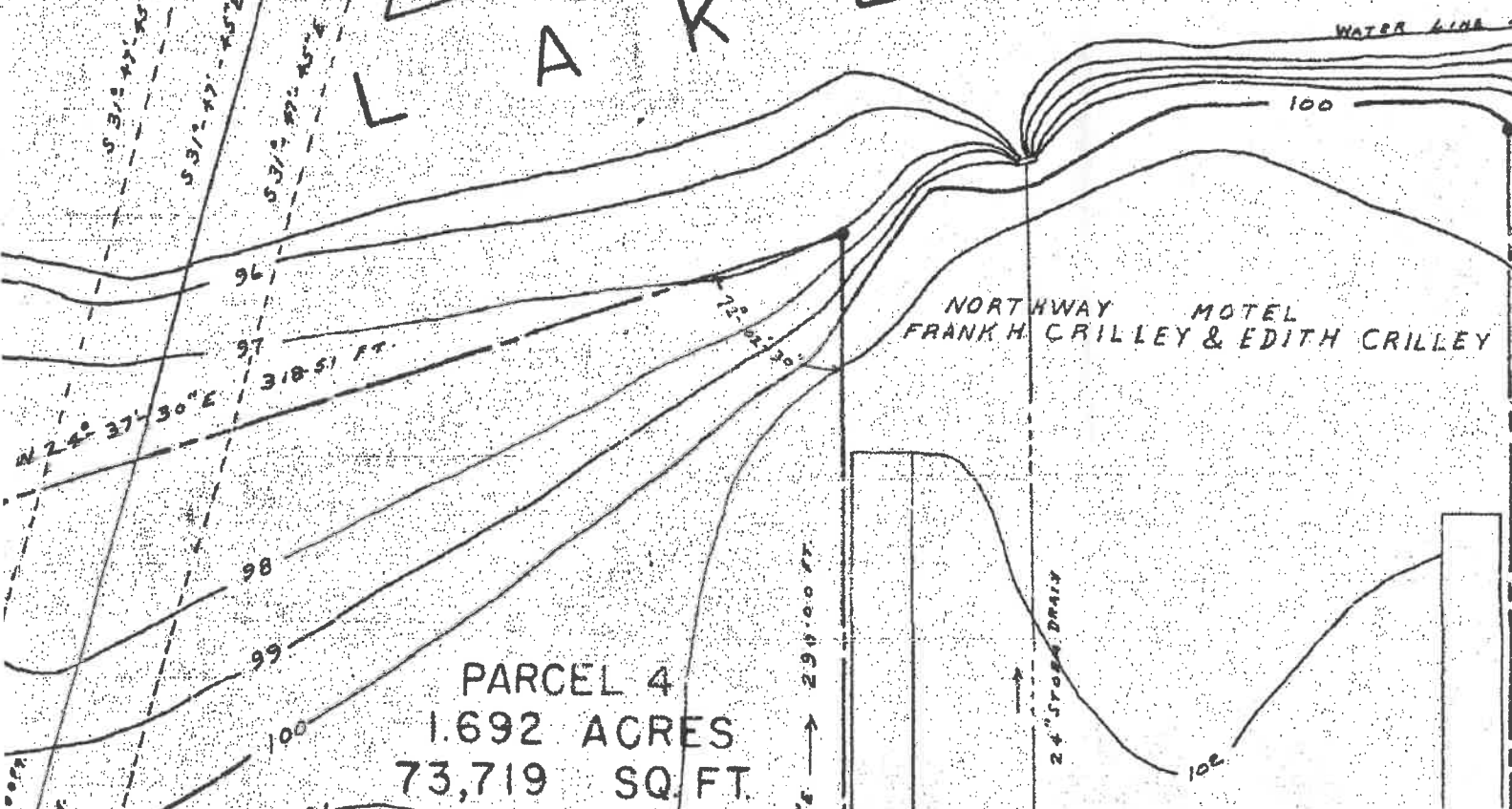
MARGARET ST.

INSERT A  
SCALE 1" = 10'

L A K E

NORTHWAY MOTEL  
FRANK H. CRILLEY & EDITH CRILLEY

PARCEL 4  
1.692 ACRES  
73,719 SQ. FT.



NOTES:

----- INDICATES BOUNDS OF PARCELS TO BE CONVEYED BY THE PLATTSBURGH URBAN RENEWAL AGENCY TOGETHER WITH ANY LANDS THAT THE SAID AGENCY OWNS BETWEEN SAID BOUNDS AS INDICATED AND THE LOW WATER LINE OF LAKE CHAMPLAIN.

\* INDICATES 1/2" IRON PIPE SET IN THE GROUND.

----- INDICATES 8" WATER LINE IN ITS APPROXIMATE LOCATION

----- INDICATES STORM DRAINS.

ELECTRICAL TRANSMISSION LINE CONSISTS OF 6 PRIMARY WIRES - 2400 VOLTS PLUS 3 OR 4 WIRES - SECONDARIES.

BEARINGS SHOWN HEREON ARE MAGNETIC BEARINGS AND ARE REFERENCED TO BEARINGS AS SHOWN ON A CERTAIN MAP PREPARED BY JOSEPH J. MARTINA AND TITLED "MAP NO. 2 TOPOGRAPHIC MAP NORTHEAST RENEWAL PROJECT N.Y.R.-106 CITY OF PLATTSBURGH NEW YORK NORTH OF SCOMOTION CREEK."

ELEVATIONS SHOWN HEREON ARE REFERENCED TO U.S.C.&G. DATUM OF SEA LEVEL AT NEW YORK IN 1929.

BM, IS R IN COREY TOP OF HYDRANT WEST OF SIDEWALK OPPOSITE SOUTHERLY BUILDING ON NORTHWAY MOTEL PROPERTY, ELEVATION = 103.78 FT. CONTOUR INTERVAL = 1 FT.

AREAS SHOWN REPRESENT LANDS WITHIN BOUNDS AS INDICATED HEREON.

SEE UTILITY MAP NO. 5 FOR DETAILS OF UTILITIES.

PARCEL SHOWN IN INSERT A AND FIFTY (50) FT. WIDE SIGHT EASEMENT WERE APPROPRIATED FROM FANNIE P. POTTER, GEORGE C. POTTER, REBECCA SCHEIER AND HENRY SCHEIER BY NEW YORK STATE DEPARTMENT OF PUBLIC WORKS DIVISION OF CANALS AND WATERWAYS JUNE 13, 1930 AND RECORDED JUNE 13, 1930 IN THE CLINTON COUNTY CLERK'S OFFICE, IN VOLUME 161 OF DEEDS, IN FOUR SEPARATE DOCUMENTS ON PAGES 164, 165, 166 AND 167.

MAPS KNOWN AS PARCEL 215 TERMINAL CONTRACT #23 SHOWING AREA APPROPRIATED WERE FILED JUNE 13, 1930 IN THE CLINTON COUNTY CLERK'S OFFICE, IN FOUR SEPARATE DOCUMENTS IN DRAWER 529 AS ITEMS 755, 756, 757, AND 758.

REFERENCE IS HEREBY MADE TO LETTERS PATENT FROM THE PEOPLE OF THE STATE OF NEW YORK TO THE LOZIER MOTOR COMPANY DATED DECEMBER 7, 1901 AND RECORDED JANUARY 2, 1902 IN THE CLINTON COUNTY CLERK'S OFFICE IN VOLUME 101 OF DEEDS AT PAGE 779. THESE LETTERS PATENT GRANTED CERTAIN LANDS UNDER WATERS OF LAKE CHAMPLAIN.

PARCEL 3-A AND 3-B BEING OBTAINED BY THE PLATTSBURGH URBAN RENEWAL AGENCY FROM GEORGIA-PACIFIC CORP. WILL BE SUBJECT TO A 30 FEET WIDE EASEMENT FOR A WATER INTAKE FROM LAKE CHAMPLAIN. BOUNDS OF SAID EASEMENT SHALL BE 15 FEET EACH SIDE OF THE LINE DIVIDING SAID PARCEL.

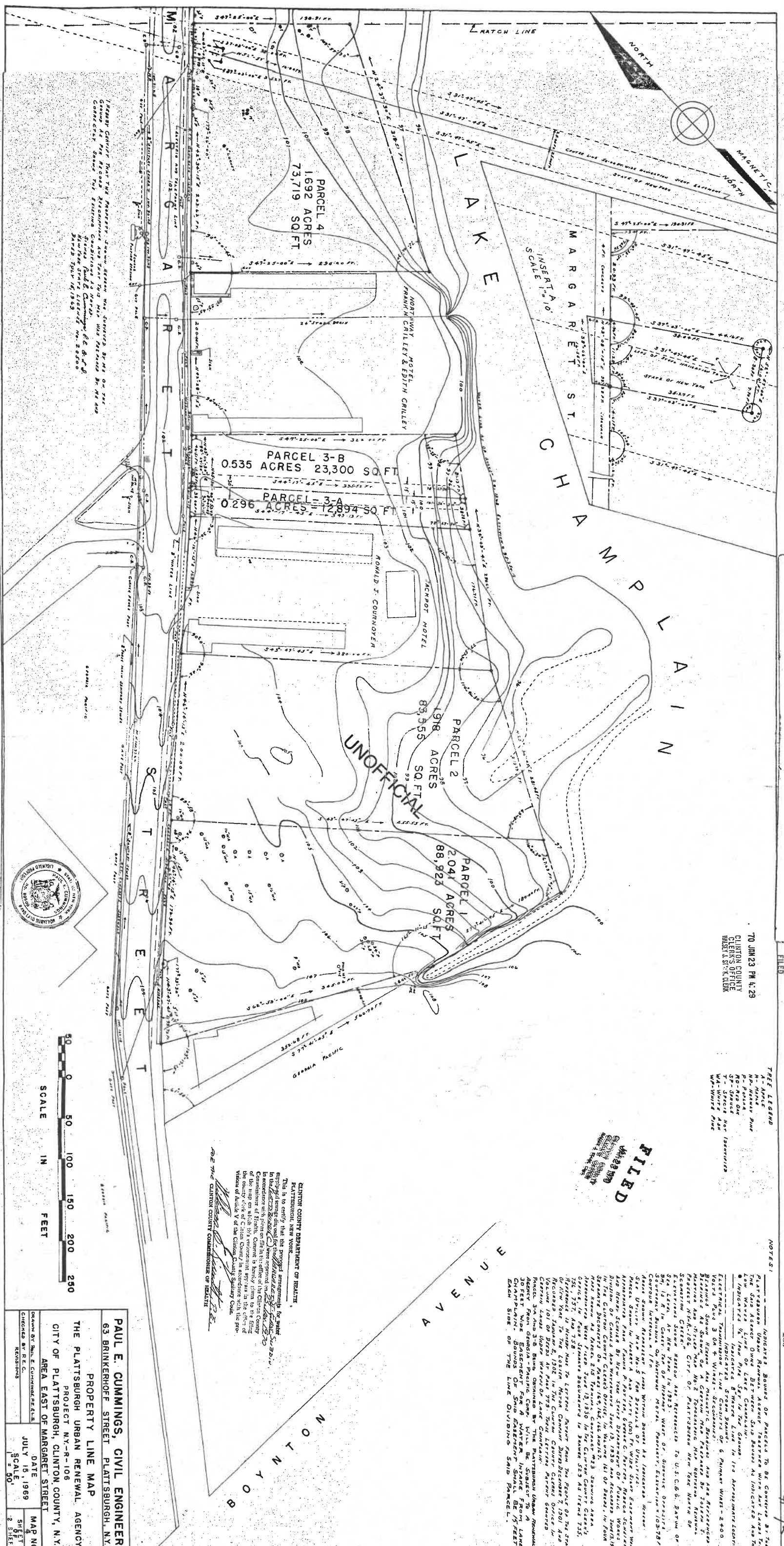
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CLINTON COUNTY DEPARTMENT OF HEALTH  
PLATTSBURGH, NEW YORK

to certify that the proposed arrangements for water and sewage disposal for the MARGARET ST. FAIR SUBDIVISION PLATTSBURGH (C) were approved on JAN. 1970 in accordance with plans on file in the office of the Clinton County Department of Health. Consent is hereby given to the filing of this plan on which this endorsement appears in the office of the clerk of Clinton County.





70 JUN 23 PM 4:29  
CLINTON COUNTY  
CLERK'S OFFICE  
HASTY J. S. K. CLERK

**FILED**  
MAY 23 1969  
CLINTON COUNTY  
CLERK'S OFFICE  
HASTY J. S. K. CLERK

**NOTES:**  
INDICATES BOUNDARY OF PARCELS TO BE COVERED BY THE PLAT. THESE ARE THE REMAINS OF THE OLD PLATTSBURGH WATER WORKS WHICH WERE BUILT IN 1880 AND WERE LATER ACQUIRED BY THE CITY OF PLATTSBURGH IN 1910. THE PLATTSBURGH WATER WORKS WERE BUILT ON THE SITE OF THE OLD PLATTSBURGH WATER WORKS WHICH WERE BUILT IN 1880 AND WERE LATER ACQUIRED BY THE CITY OF PLATTSBURGH IN 1910. THE PLATTSBURGH WATER WORKS WERE BUILT ON THE SITE OF THE OLD PLATTSBURGH WATER WORKS WHICH WERE BUILT IN 1880 AND WERE LATER ACQUIRED BY THE CITY OF PLATTSBURGH IN 1910.

**FILED**  
MAY 23 1969  
CLINTON COUNTY  
CLERK'S OFFICE  
HASTY J. S. K. CLERK

CLINTON COUNTY DEPARTMENT OF HEALTH  
PLATTSBURGH, NEW YORK  
This is to certify that the proposed amendments for subdivision of the above described land were approved on this 15th day of July, 1969, by the Health Commissioner of the County of Clinton, New York, in accordance with the provisions of the Health Law of the State of New York, Chapter 100 of the Laws of 1968, Section 2301, and the Health Law of the State of New York, Chapter 100 of the Laws of 1969, Section 2301, and the Health Law of the State of New York, Chapter 100 of the Laws of 1970, Section 2301.

**PAUL E. CUMMINGS, CIVIL ENGINEER**  
63 BRINKERHOFF STREET PLATTSBURGH, N.Y.  
PROPERTY LINE MAP  
THE PLATTSBURGH URBAN RENEWAL AGENCY  
PROJECT NY-R-106  
AREA EAST OF MARGARET STREET  
DATE: JULY 15, 1969  
SCALE: 1" = 50'  
MAP NO. SHEET 1 OF 2



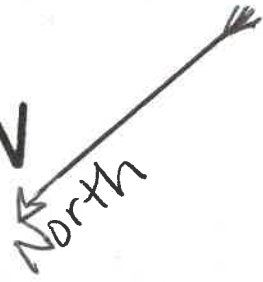
SCALE IN FEET  
0 50 100 150 200 250

12. -----  
Re: :  
The Plattsburgh Urban Renewal Agency :  
: :  
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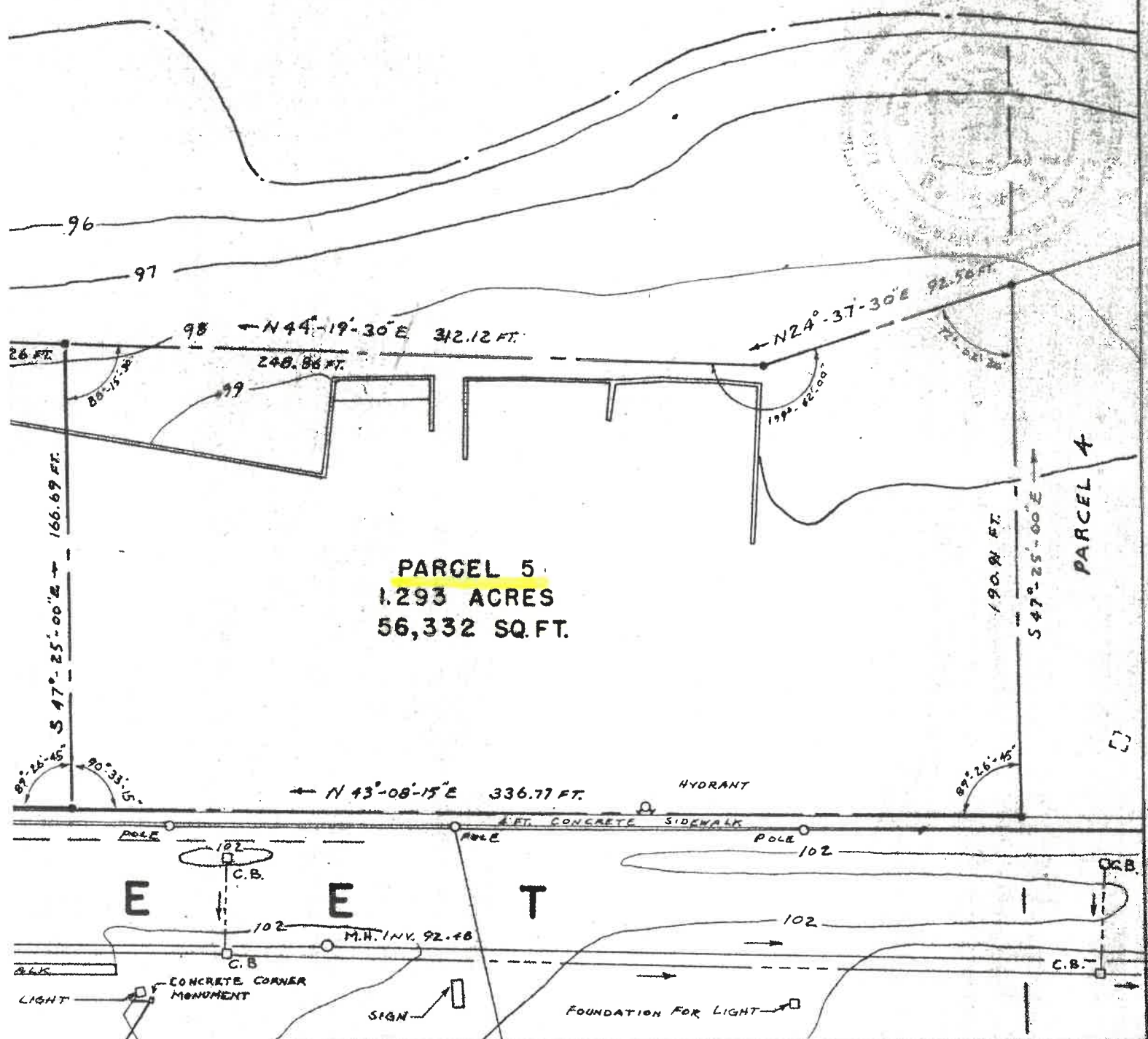
**SURVEY MAP**  
Filed: July 3, 1973  
Book 5 page 110

THE SAME LOT AS EXCEPTED IN DEED TO THE LOZIER MOTOR COMPANY.  
 REFERENCE IS HEREBY MADE TO LETTERS PATENT FROM THE PEOPLE OF THE STATE  
 OF NEW YORK TO THE LOZIER MOTOR COMPANY DATED DECEMBER 7, 1901 AND  
 RECORDED JANUARY 2, 1902 IN THE CLINTON COUNTY CLERK'S OFFICE IN  
 VOLUME 101 OF DEEDS AT PAGE 779. THESE LETTERS PATENT GRANTED  
 CERTAIN LANDS UNDER WATERS OF LAKE CHAMPLAIN.  
 PARCELS 5 AND 6 WERE SUBDIVIDED INTO PARCELS 5, 6, 6-A AND 6-B  
 EXISTING TREES ON PARCELS 5, 6, 6-A, 6-B ARE NOT SHOWN.

L A I N



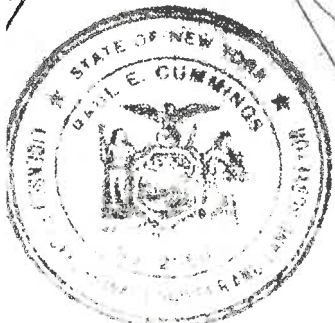
MATCH LINE



**PAUL E. CUMMINGS, CIVIL ENGINEER**  
 63 BRINKERHOFF STREET PLATTSBURGH, N.Y.

**PROPERTY LINE MAP**  
 THE PLATTSBURGH URBAN RENEWAL AGENCY  
 PROJECT N.Y.-R-106  
 CITY OF PLATTSBURGH, CLINTON COUNTY, N.Y.  
 AREA EAST OF MARGARET STREET  
 REVISION OF PARCELS 5 AND 6

DRAWN BY PAUL E. CUMMINGS, P.E. & L.S.	DATE	MAP NO.
CHECKED BY P. E. C.	JANUARY 19, 1972	4-A
REVISIONS	SCALE	
	1" = 50'	





**NOTES:**

----- INDICATES BOUNDS OF PARCELS TO BE CONVEYED BY THE PLATTSBURGH URBAN RENEWAL AGENCY TOGETHER WITH ANY LANDS THAT THE SAID AGENCY OWNS BETWEEN SAID BOUNDS AS INDICATED AND THE LOW WATER LINE OF LAKE CHAMPLAIN.

● INDICATES 1/2" IRON PIPE SET IN THE GROUND.

----- INDICATES 8" WATER LINE IN ITS APPROXIMATE LOCATION

----- INDICATES STORM DRAINS.

ELECTRICAL TRANSMISSION LINE CONSISTS OF 6 PRIMARY WIRES - 2400 VOLTS NORTH TO POLE 2870 AND 3 PRIMARY WIRES - 2400 VOLTS NORTH FROM SAID POLE LINE ALSO CONSISTS OF 3 OR 4 WIRES - SECONDARIES.

BEARINGS SHOWN HEREON ARE MAGNETIC BEARINGS AND ARE REFERENCED TO BEARINGS AS SHOWN ON A CERTAIN MAP PREPARED BY JOSEPH J. MARTINA AND TITLED "MAP NO. 2 TOPOGRAPHIC MAP NORTHEAST RENEWAL PROJECT N.Y.-R.-106 CITY OF PLATTSBURGH NEW YORK NORTH OF SCOMOTION CREEK."

ELEVATIONS SHOWN HEREON ARE REFERENCED TO U.S.C. & G. DATUM OF SEA LEVEL AT NEW YORK IN 1929.

B.M. IS R IN CORNER TOP OF HYDRANT WEST OF SIDEWALK OPPOSITE SOUTHERLY BUILDING ON NORTHWAY MOTEL PROPERTY, ELEVATION = 103.78 FT.

CONTOUR INTERVAL = 1 FT.

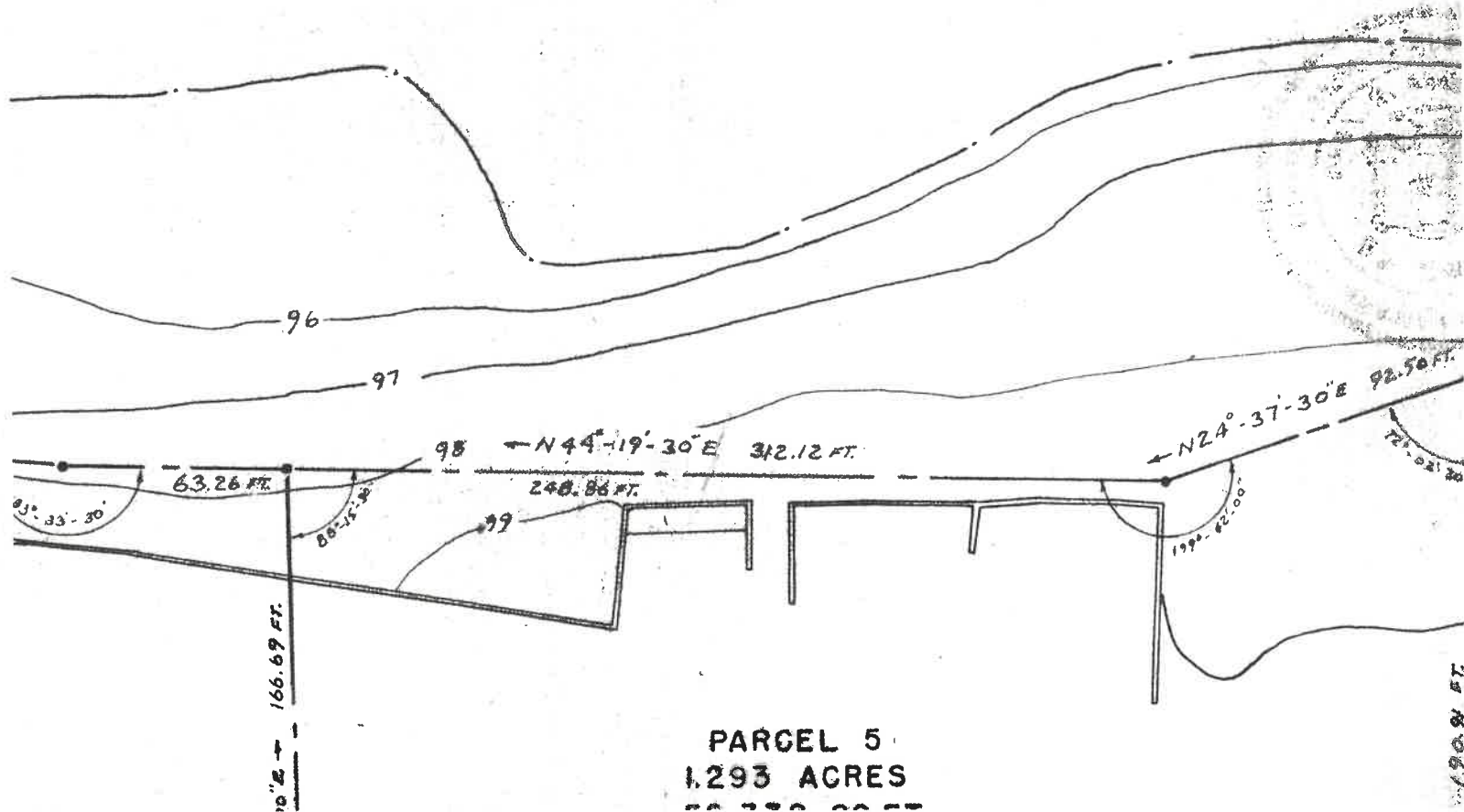
AREAS SHOWN REPRESENT LANDS WITHIN BOUNDS AS INDICATED HEREON. SEE UTILITY MAP NO. 5 FOR DETAILS OF UTILITIES. PART OF PARCEL 5 AND PART OF PARCEL 6 INCLUDE LANDS EXCEPTED IN DEED DATED AUGUST 8, 1900 AND RECORDED IN C.C.C.O. SEPTEMBER 8, 1900 IN VOLUME 99 OF DEEDS AT PAGE 855 FROM AMELIA A. ANDERSON AND OTHERS TO THE LOZIER MOTOR COMPANY AND DESCRIBED AS A LOT OF ABOUT (150) FT. SQUARE AND BEING THE SAME PARCEL OF LAND DESCRIBED IN A CERTAIN PAPER ISSUED TO JOSEPH BOUSQUET DATED MARCH 4, 1898 EXECUTED BY PARTIES OF THE FIRST PART HERETO. THIS PAPER COULD NOT BE FOUND AS OF RECORD.

HOWEVER MARY ANDERSON HALL, NEE MARY E. ANDERSON AND OTHERS CONVEYED TO EDWARD BUSKEY BY DEED DATED AUGUST 1, 1915 AND RECORDED IN C.C.C.O. FEB. 19, 1916 IN VOLUME 121 OF DEEDS AT PAGE 773, A PARCEL (150) FT. SQUARE EXTENDING FROM THE HIGHWAY TO LAKE CHAMPLAIN AND EVIDENTLY MEANT TO BE THE SAME LOT AS EXCEPTED IN DEED TO THE LOZIER MOTOR COMPANY.

REFERENCE IS HEREBY MADE TO LETTERS PATENT FROM THE PEOPLE OF THE STATE OF NEW YORK TO THE LOZIER MOTOR COMPANY DATED DECEMBER 7, 1901 AND RECORDED JANUARY 2, 1902 IN THE CLINTON COUNTY CLERK'S OFFICE IN VOLUME 101 OF DEEDS AT PAGE 779. THESE LETTERS PATENT GRANTED CERTAIN LANDS UNDER WATERS OF LAKE CHAMPLAIN.

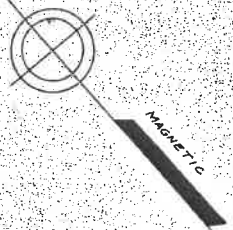
PARCELS 5 AND 6 WERE SUBDIVDED INTO PARCELS 5, 6, 6A AND 6B. EXISTING TREES ON PARCELS 5, 6, 6A, 6B ARE NOT SHOWN.

# M P L A I N



PARCEL 5  
1.293 ACRES

73 JUL -3 PM 2:03  
CLINTON COUNTY  
CLERK'S OFFICE  
BERNARD ABELL



Reference is made to a survey map prepared by Paul E. Cummings, dated July 15, 1949 and filed as Plat No. 106 in the City of Plattsburgh, Clinton County, NY. The said map shows the location of the Champlain Canal and the location of the Champlain Canal and the location of the Champlain Canal.

Reference is made to a survey map prepared by Paul E. Cummings, dated July 15, 1949 and filed as Plat No. 106 in the City of Plattsburgh, Clinton County, NY. The said map shows the location of the Champlain Canal and the location of the Champlain Canal.



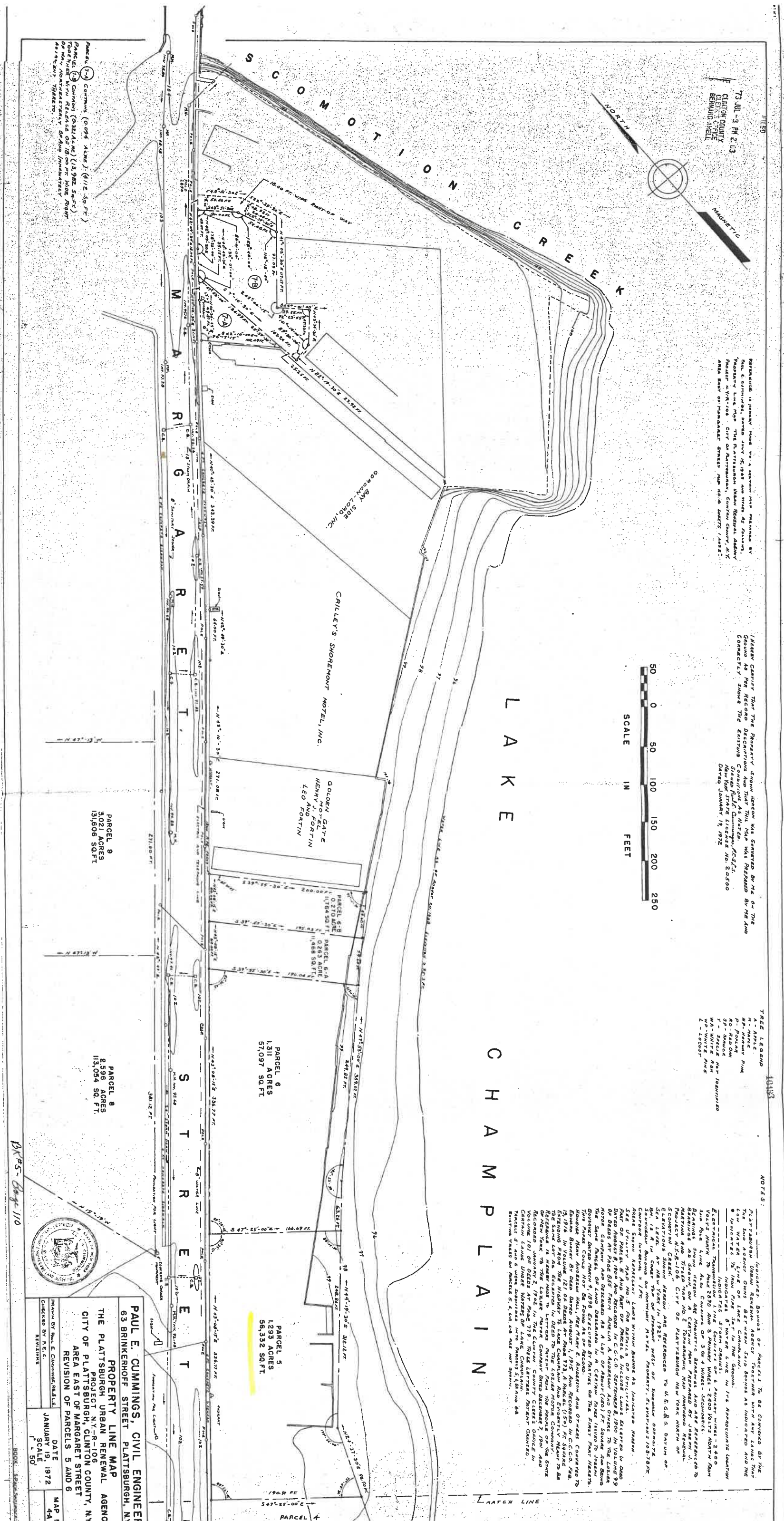
SCALE IN FEET

TRUE LEGEND

- A - Acre
- N - Name
- R - Right of Way
- W - Water
- Y - Yard
- S - Street
- W - Wharf
- L - Locust

NOTES:

1. The boundaries of parcels 5, 6, 8 and 9 are shown by the dashed lines. The boundaries of parcels 1, 2, 3, 4, 7 and 10 are shown by the solid lines. The boundaries of parcels 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Parcel 7 - 0.094 Acres (4112.50 sq. ft.)  
Parcel 8 - 2.596 Acres (113,054 sq. ft.)  
Parcel 9 - 3.021 Acres (131,606 sq. ft.)

PARCEL 9  
3.021 ACRES  
131,606 SQ. FT.

PARCEL 8  
2.596 ACRES  
113,054 SQ. FT.

PARCEL 6  
1.311 ACRES  
57,097 SQ. FT.

PARCEL 5  
1.293 ACRES  
56,332 SQ. FT.



**PAUL E. CUMMINGS, CIVIL ENGINEER**  
63 BRINKERHOFF STREET  
PLATTSBURGH, N.Y.

**PROPERTY LINE MAP**  
THE PLATTSBURGH URBAN RENEWAL AGENCY  
PROJECT N.Y.-R-106  
CITY OF PLATTSBURGH, CLINTON COUNTY, N.Y.  
AREA EAST OF MARGARET STREET  
REVISION OF PARCELS 5 AND 6

DATE: JANUARY 19, 1972  
SCALE: 1" = 50'  
MAP NO: 4A

100-110

BOOK 5, PAGE 110

13.

-----  
Re: :  
:   
Concord Development Corp :  
project name :  
Edgewater Estates :  
:   
:   
:   
-----

**SURVEY MAP**

Filed: December 3, 1985

Book 13 page 8



**SURVEY NOTES**

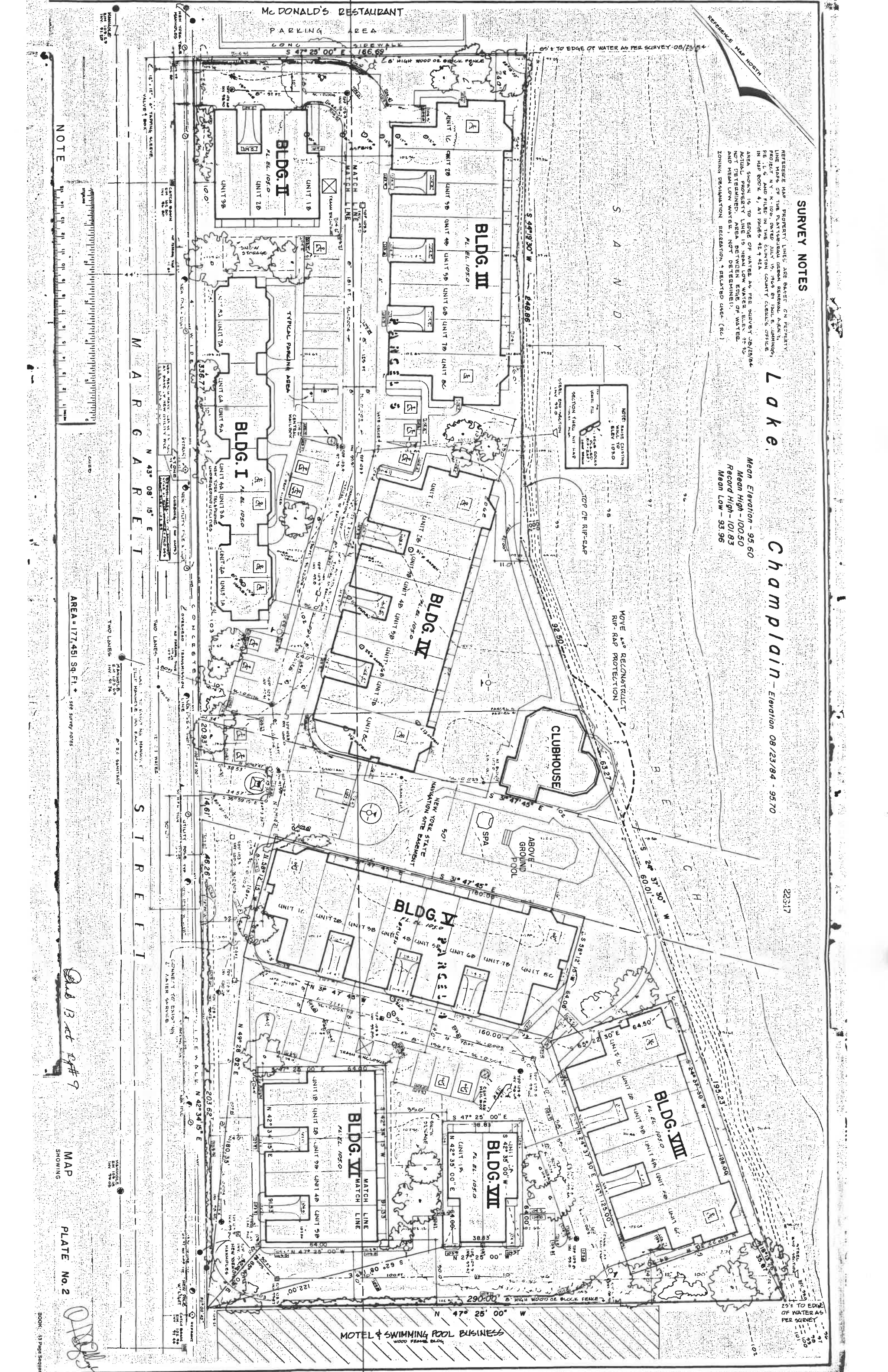
REFERENCING MAP, PROPERTY LINES ARE BASED ON PROPERTY LINES OF THE PASTED SURVEY MAP DATED 08/23/84, FILED IN THE CLINTON COUNTY CLERK'S OFFICE IN MAP BOOK 4, AT PAGES 42 & 43.  
AREA SHOWN IS TO EDGE OF WATER AS PER SURVEY 08/23/84.  
PROPERTY LINE IS NEAR LOW WATER, EVEN IF NOT DETERMINED, AREA BETWEEN EDGE OF WATER AND MEAN LOW WATER, NOT DETERMINED.  
ZONING DETERMINATION RESTRICTION, RETAINED CASE (R.C.)

**Lake**

Mean Elevation - 95.60  
Mean High - 100.50  
Record High - 101.83  
Mean Low - 93.96

**Champion - Elevation 08/23/84 - 95.70**

22317



**NOTE**

Scale bar showing 0 to 100 feet.

**MARGARET STREET**

**SANDY**

AREA = 177,451 Sq. Ft. + see survey notes

Sub 13 act 19# 9

MAP SHOWING PLATE No. 2

14. -----  
Re: :  
Margaret Street :  
: :  
: :  
: :  
: :  
-----

**SURVEY MAP**

Filed: December 3, 1985  
Book 13 page 9

15.

Re:

Concord Development Corp  
project name  
Edgewater Estates

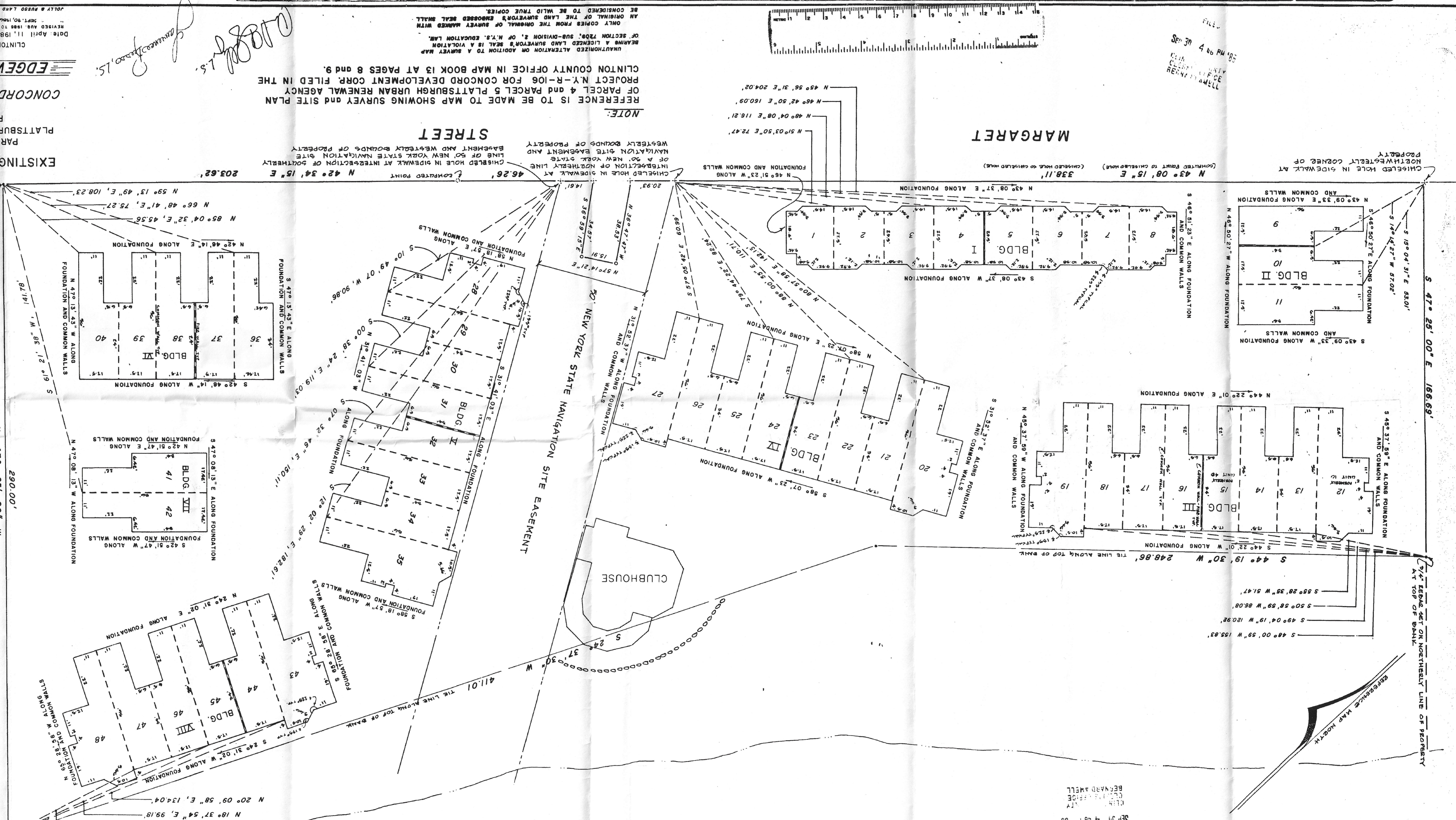
**SURVEY MAP**

Filed: September 30, 1986

Book 13 page 136

Lake Champlain

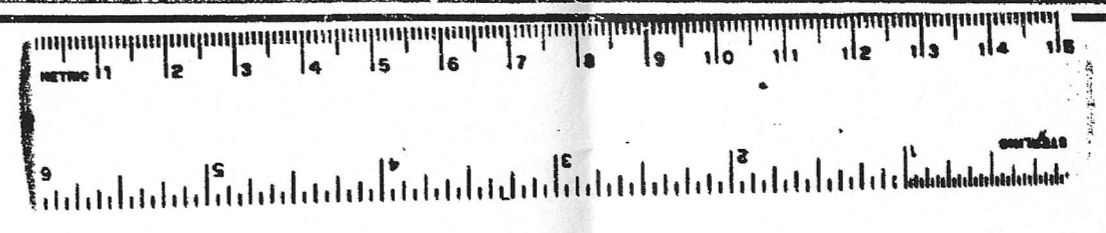
SEP 30 4 46 PM '85  
DEPT. OF RECORDS  
REWARD AVELL



EDgewater ESTATES  
CONCORD DEVELOPMENT CORP.  
PROJECT NY-R-106  
PLATTSBURGH URBAN RENEWAL AGENCY  
PARCEL 4 AND PARCEL 5  
EXISTING BUILDINGS AS BUILT  
MAP

NOTE:  
REFERENCE IS TO BE MADE TO MAP SHOWING SURVEY AND SITE PLAN  
OF PARCEL 4 AND PARCEL 5 PLATTSBURGH URBAN RENEWAL AGENCY  
PROJECT NY-R-106 FOR CONCORD DEVELOPMENT CORP. FILED IN THE  
CLINTON COUNTY OFFICE IN MAP BOOK 13 AT PAGES 8 and 9.

UNAUTHORIZED ALTERATION ON ADDITION TO A SURVEY MAP  
BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION  
OF SECTION 7001, SUB-DIVISION 2, OF N.Y.S. EDUCATION LAW.  
AN ORIGINAL OF THE LAND SURVEYOR'S ENCLOSED SEAL SHALL  
BE CONSIDERED TO BE VALID TRUE COPIES.



FILED  
SEP 30 4 46 PM '85  
DEPT. OF RECORDS  
REWARD AVELL

NOTE:  
THE PURPOSE OF THIS MAP IS  
TO PROVIDE EACH EXISTING UNIT  
AND METES & BOUNDS DESCRIPTION.  
CERTIFIED TO:  
MAINE HIGHLAND BANK, NA  
TITLE LIA INSURANCE CORPORATION OF NEW YORK  
HAWCOCK AND STRANDBERG, ESQ.  
CONCORD DEVELOPMENT CORPORATION  
THE UNDERLIER SURVEY HAD BEEN MADE FROM AN ACTING SURVEY AND  
THAT BOTH MAP AND SURVEY ARE CORRECT.





# CENTENNIAL ABSTRACT

COMPANY, INC.

PO Box 2133 ~ Plattsburgh, NY 12901

Phone (518) 563-7418 ~ Fax (518) 561-3034

PO Box 702 ~ Malone, NY 12953

Phone (518) 483-1189 ~ Fax (518) 481-6927

PO Box 818 ~ Elizabethtown, NY 12932

Phone (518) 873-2642 ~ Fax (518) 873-6837

STATE OF NEW YORK }  
  } ss.  
COUNTY OF CLINTON }

Centennial Abstract Company, Inc. a corporation organized under the laws of the State of New York, does hereby certify, that upon examination of records of instruments in the office of the Clerk of Clinton County, for Deeds, Mortgages, Loan Office Mortgages, Affidavits of Mortgage Sales, Sheriff's Certificate of Sale, Leases and Agreements, Homestead exemptions, Orders Appointing Receivers, Lis Pendens, State and Federal Tax Liens, Personal Surety Bonds, local UCCs and Mechanics Liens during the last year, by means of the General Alphabetical Indices thereto, the foregoing instruments numbered 1-15, inclusive, were the only instruments found effecting or appearing to effect the title to the premises described in set out No. 5 & 7.

And further that upon such examination as aforesaid the following are the names of the persons searched against for the periods set opposite their respective names except as attached, viz:


Name	From	To
<b>Concord Development Corporation</b>	<b>08/13/1984</b>	<b>04/12/1986</b>
<b>dba Concord Development of Nevada</b>	<b>08/13/1984</b>	<b>04/12/1986</b>
<b>Plattsburgh Urban Renewal Agency</b>	<b>08/13/1984</b>	<b>08/20/1985</b>
<b>Edgewater Estates Homeowners Association, Inc.</b>	<b>12/15/1985</b>	<b>DATE</b>

And Upon Examination of the Dockets of Judgments, kept in said office there are no judgments nor transcripts of judgments against the following named persons for the periods set opposite their respective names, except as set forth in this abstract.

Name	From	To
<b>Edgewater Estates Homeowners Association, Inc.</b>	<b>08/15/2013</b>	<b>DATE</b>

Certified on this 15<sup>th</sup> day of September  
2023 at 5:00 o'clock PM

Centennial Abstract Company, Inc.

By 



# Property Description Report For: 49 Edgewater Ests, Municipality of City of Plattsburgh

No Photo Available

**Status:** Active  
**Roll Section:** Taxable  
**Swis:** 091300  
**Tax Map ID #:** 207.8-2-49  
**Property Class:** 312 - Vac w/imprv  
**Site:** RES 1  
**In Ag. District:** No  
**Site Property Class:** 312 - Vac w/imprv  
**Zoning Code:** -  
**Neighborhood Code:** 13606 - Wild/Willow/EE  
**School District:** Plattsburgh  
**Total Assessment:** 2023 - \$500  
**Property Desc:** Common Land & Clubhouse  
**Deed Page:** 279  
**Grid North:** 2144209

652-95  
 652-220  
 662-323  
 Corrective Deed

**Total Acreage/Size:** 1.90  
**Land Assessment:** 2023 - \$500  
**Full Market Value:** 2023 - \$500  
**Equalization Rate:** 2023 - 100.00%  
**Deed Book:** 648  
**Grid East:** 765886

## Area

<b>Living Area:</b>	0 sq. ft.	<b>First Story Area:</b>	0 sq. ft.
<b>Second Story Area:</b>	0 sq. ft.	<b>Half Story Area:</b>	0 sq. ft.
<b>Additional Story Area:</b>	0 sq. ft.	<b>3/4 Story Area:</b>	0 sq. ft.
<b>Finished Basement:</b>	0 sq. ft.	<b>Number of Stories:</b>	0
<b>Finished Rec Room</b>	0 sq. ft.	<b>Finished Area Over Garage</b>	0 sq. ft.

## Structure

<b>Building Style:</b>	0	<b>Bathrooms (Full - Half):</b>	0 - 0
<b>Bedrooms:</b>	0	<b>Kitchens:</b>	0
<b>Fireplaces:</b>	0	<b>Basement Type:</b>	0
<b>Porch Type:</b>	0	<b>Porch Area:</b>	0.00
<b>Basement Garage Cap:</b>	0	<b>Attached Garage Cap:</b>	0.00 sq. ft.
<b>Overall Condition:</b>	0	<b>Overall Grade:</b>	
<b>Year Built:</b>		<b>Eff Year Built:</b>	

## Owners

Edgewater Estates  
 Homeowner's  
 Edgewater Estates 27 A  
 Plattsburgh NY 12901

## Sales

No Sales Information Available

## Utilities

<b>Sewer Type:</b>	Comm/public	<b>Water Supply:</b>	Comm/public
<b>Utilities:</b>	Electric	<b>Heat Type:</b>	0
<b>Fuel Type:</b>	0	<b>Central Air:</b>	No

## Improvements

Structure	Size	Grade	Condition	Year
-----------	------	-------	-----------	------

## Special Districts for 2023

No information available for the 2023 roll year.

### Exemptions

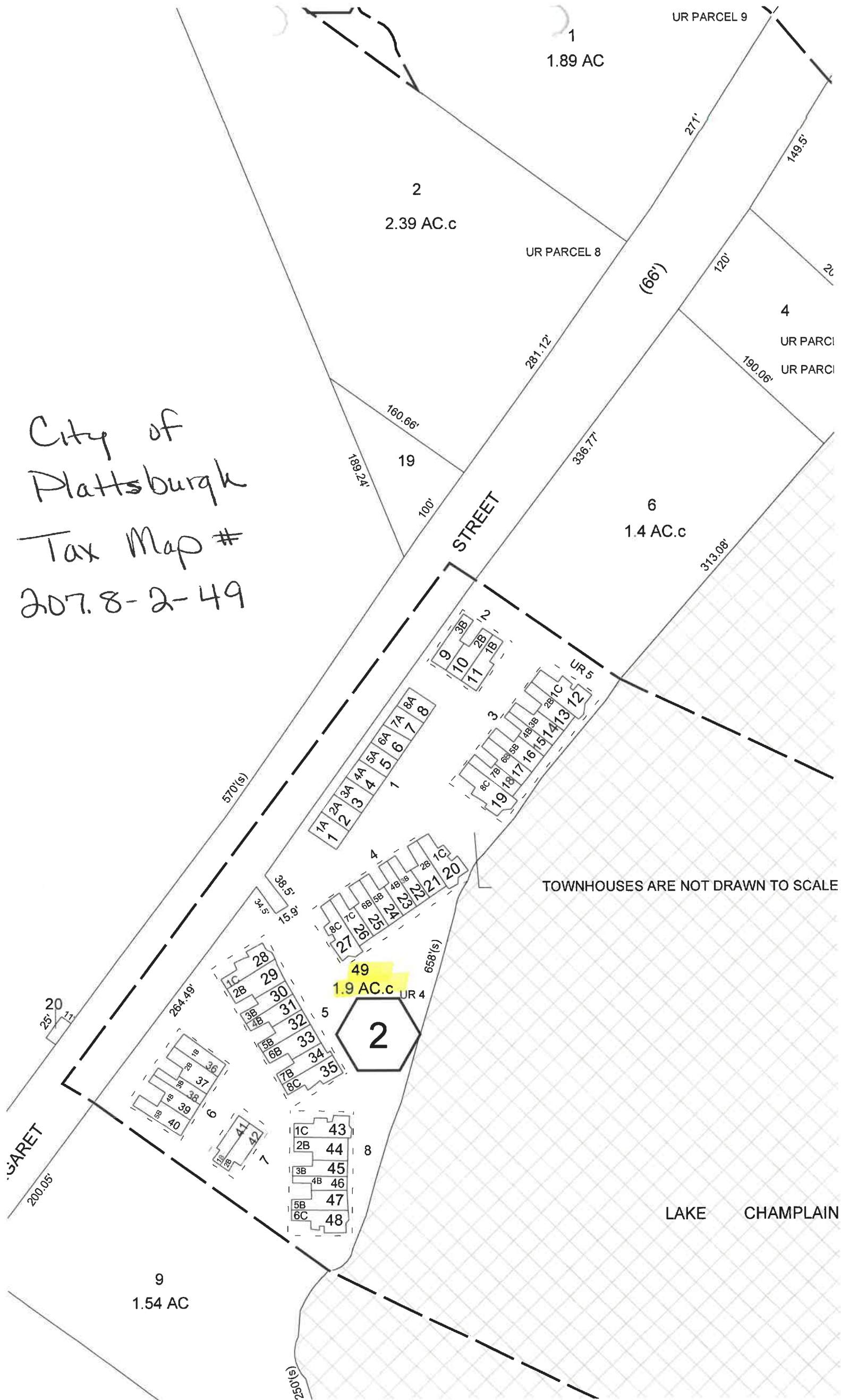
Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
------	-------------	--------	----------	----------	--------	--------	--------	-------

### Taxes

Year	Description	Amount
2023	County	\$7.87
2023	School	\$10.17
2022	County	\$8.44
2022	School	\$11.07

**\* Taxes reflect exemptions, but may not include recent changes in assessment.**

City of  
Plattsburgh  
Tax Map #  
207.8-2-49



1  
1.89 AC

UR PARCEL 9

2  
2.39 AC.c

UR PARCEL 8

(66')

4  
UR PARCEL  
UR PARCEL

19  
100'

STREET

6  
1.4 AC.c

1A 2A 3A 4A 5A 6A 7A 8A  
1 2 3 4 5 6 7 8

9 3B  
10 2B  
11 1B

3  
8C 7B 6B 5B 4B 3B 2B 1C  
19 18 17 16 15 14 13 12

4  
8C 7C 6C 5C 4C 3C 2C 1C  
27 26 25 24 23 22 21 20

TOWNHOUSES ARE NOT DRAWN TO SCALE

49  
1.9 AC.c  
UR 4

5  
1C 28  
2B 29  
3B 30  
4B 31  
5B 32  
6B 33  
7B 34  
8C 35

6  
36  
37  
38  
39  
40

8  
1C 43  
2B 44  
3B 45  
4B 46  
5B 47  
6C 48

LAKE CHAMPLAIN

9  
1.54 AC

CARET  
200.05'

250'(s)

570'(s)

658'(s)

160.66'

188.24'

100'

160.66'

281.12'

336.77'

271'

120'

190.06'

149.5'

20'