

ACKNOWLEDGEMENT AND DIRECTION

TO: Robert Bruce Smith
{insert lawyer's name}

AND TO: LANCASTER BROOKS & WELCH
{insert Firm name if applicable}

RE: Easement
{insert brief description of transaction}

This will confirm that:

- I/we have reviewed the information set out below, and that this information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as any other document(s) required to complete the transaction described above;
- You are authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto as Schedule "A" and I/we acknowledge that I/we shall be bound by the terms of that Agreement.
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you.

DESCRIPTION OF TRANSFER EASEMENT (for the Transferee(s)):

Properties				
PIN	64030 - 0089 LT	Estate/Qualifier	Fee Simple (Easement)	<input checked="" type="checkbox"/> Add Easement
Description	PT LT 16 CON 9, TOWN OF PELHAM, FORMERLY TOWNSHIP OF PELHAM DESIGNATED AS PART 3 ON PLAN 59R12563			
Address	PELHAM			

Transferor(s)	
Name	BURKE, BERTHA
Name	BURKE, BRIAN

Transferee(s)	Capacity	Share
Name	THE CORPORATION OF THE TOWN OF PELHAM	Capacity: N/A

Statements

Schedule: See Schedules

Consideration	\$ 1.00
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ACKNOWLEDGEMENT AND DIRECTION

Dated at Pelham, this 19 day of January, 2005.

Witness: (as to all signatures, if applicable) THE CORPORATION OF THE TOWN OF PELHAM

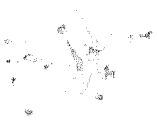
PER: Ronald W. Leavens
RONALD LEAVENS - Mayor

PER: Cheryl Milette
CHERYL MILETTE - Clerk

SCHEDULE

CONDITIONS OF EASEMENT

1. The Transferor grants to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee's lands, the free, uninterrupted and unobstructed right and easement in perpetuity to enter, survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain for stormwater drainage purposes and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto, in, on, under and through the subject lands (called "the Easement Lands") for the servants, agents, contractors and workmen of the Transferee to enter with machinery, material, vehicles and equipment necessary or incidental to the exercise and enjoyment of the easement hereby granted.
2. The Transferee covenants to fill in all excavations, remove all surplus soil and debris, and restore the surface to the same condition as prior to the commencement of construction or of any subsequent work thereto.
3. The Transferor shall have the right to use and enjoy the surface of the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. The Transferor covenants to keep the Easement Lands clear of all buildings, structures, fences, brush, trees, driveways, pavement and other obstructions as may be necessary for the use of the easement and the Transferor shall not excavate, alter the grading, drill or install thereon any pit, well, foundation or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.
4. Notwithstanding any rule of law or equity, all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment constructed and/or installed by the Transferee shall be deemed to be the property of the Transferee notwithstanding the same may have become annexed or affixed to the Easement Lands.
5. The easement herein is declared to be appurtenant to and for the benefit of the lands of the Transferee more particularly described as Maple Street being all of PIN 64030-0027 (LT).
6. The Transfer of Easement and everything herein contained shall enure to and include the parties hereto and their respective heirs, administrators, successors and assigns.



ACKNOWLEDGEMENT AND DIRECTION

TO: R. Bruce Smith
{insert lawyer's name}

AND TO: LANCASTER BROOKS & WELCH
{insert Firm name if applicable}

RE: Urbanowicz Easement
{insert brief description of transaction}

This will confirm that:

- I/we have reviewed the information set out below, and that this information is accurate;
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- I/we are in fact parties named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you.

DESCRIPTION OF TRANSFER EASEMENT (for the Transferor(s)):

Properties				
PIN	64030 - 0095 LT	Estate/Qualifier	Fee Simple (Easement)	<input checked="" type="checkbox"/> Add Easement
Description	PT LT 15-16 AND PART OF ROAD ALLOWANCE BETWEEN LOTS 15 AND 16, CON 9, TOWN OF PELHAM, FORMERLY TOWNSHIP OF PELHAM, DESIGNATED AS PART 2 ON PLAN 59R12563			
Address	PELHAM			

Transferor(s)

Name URBANOWICZ, DEBRA DAWN

I am at least 18 years of age.

Richard Antony Urbanowicz and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name URBANOWICZ, RICHARD ANTONY

Transferee(s)	Capacity	Share
Name THE CORPORATION OF THE TOWN OF PELHAM	Capacity: N/A	

Statements

Schedule: See Schedules

Consideration	\$ 1.00
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Dated at Pelham, this 19 day of January, 2005.

THE CORPORATION OF THE TOWN OF PELHAM

Witness: (as to all signatures, if applicable)

PER: Ronald W. Leavens
RONALD LEAVENS - Mayor

PER: Cheryl Miclette
CHERYL MICLETTE - Clerk

SCHEDULE
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