

N.Y.S Tax: §

***THIS INDENTURE*** made the 20 day of August, 2020

BETWEEN

**MAXIM REAL ESTATE INVESTMENTS, LLC**, with an address at 419 Pugh Road, Wayne, Pennsylvania 19087

*Party of the First Part, and*

**MAXIM REAL ESTATE INVESTMENTS, LLC**, with an address at 419 Pugh Road, Wayne, Pennsylvania 19087

*Party of the Second Part*

*WITNESSETH that the Party of the First Part, in consideration of One and 00/100 dollars (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second Part forever,*

All that certain piece or parcel of land lying on the westerly side of Mason Lane in the Town of New Scotland, County of Albany, New York, shown as Lot 4, a 4.26 +/- acre lot on certain map entitled "Final Plat, Maxim Real Estate - 22 Toby Lane" Town of New Scotland, County of Albany, State of New York as prepared by Insite Northeast dated August 6, 2019 and filed in the Albany County Clerk's Office on November 6, 2019 as Instrument Number 13794.

BEING a portion of the premises conveyed to Maxim Real Estate Investments, LLC, by a deed from Mary Burnett, dated May 8, 2017 and recorded in the Albany County Clerk's Office on May 11, 2017 as instrument number R2017-10859 as corrected by Corrective Deed dated August 30, 2018 and recorded in the Albany County Clerk's Office on October 9, 2018 as instrument number R2018-22482

This conveyance is subject to the following agreements, easements and/or restrictions:

1. No mature trees located on the property shall be cut/removed during the period between March first and November first to protect the bat habitat.
2. There shall be no further subdivision of this lot.
3. Any landscaping currently present or specifically installed for the purpose of a visual buffer, specifically identified in Drawing C-130 prepared by Insite Northeast, dated August 6, 2019 and recorded at the Albany County Clerk's Office on November 6, 2019 as Instrument Number 13794, but not limited to said specific identification, shall be always maintained in a manner that provides a continuous visual buffer.
4. There shall be no improvements, with the exception of underground utilities, water management components (culvert, etc.) and any driveway, below the 235 foot topographic contour line as identified in Drawing C-130 prepared by Insite Northeast, dated June 5, 2018, last revised August 6, 2019 and recorded at the Albany County Clerk's Office on November 6, 2019 as Instrument Number 13794. This area may not be filled or improved with any patio, deck or any other permanent structure.

5. Drainage Easement which runs with the land, in perpetuity, and which was granted to the Town of New Scotland by instrument dated November 6, 2019, and recorded in the office of the Clerk of Albany County on November 13, 2019 as Instrument Number R2019-24159.
6. Agreement which runs with the land, in perpetuity by instrument dated November 12, 2018, and recorded in the office of the Clerk of Albany County on November 13, 2019 as instrument number R2019-24167.
7. Common Roadway Easement & Maintenance Agreement which runs with the land, in perpetuity by instrument dated November 6, 2019, and recorded in the office of the Clerk of Albany County on November 13, 2019 as instrument number R2019-24166.

This conveyance is also made subject to all enforceable covenants, easements, conditions and restrictions of record affecting said premises.

**THIS SALE** is in the regular course of business of the limited liability company and does not constitute all or substantially all of the assets of the limited liability company. This sale was authorized, by resolution, the undersigned to act for the limited liability company.

**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, the heirs or successors and assigns of the Party of the Second Part 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;

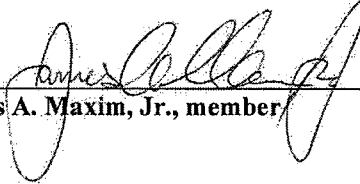
**SECOND**, that the Party of the First Part will forever *warrant* the title to said premises;

**THIRD**, the Party of the First Part, in compliance with Section 13 of the Lien Law, will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to payment of the cost of the improvement before using any part of the total for any other purpose.

The word "party" shall be construed as if read "parties" whenever the sense of this indenture so requires.

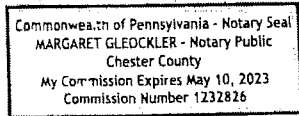
**IN WITNESS WHEREOF**, the Party of the First Part has duly executed this deed the day and year first above written.

**IN PRESENCE OF**      **MAXIM REAL ESTATE INVESTMENTS, LLC**

By:   
**James A. Maxim, Jr., member**

STATE OF PENNSYLVANIA      )  
COUNTY OF : CHESTER      )ss.:  
CITY/TOWN OF BERWYN      )

On this 20 day of August, in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared, James A. Maxim, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the State of Pennsylvania, County of CHESTER.



Margaret Gledckler  
Notary Public, State of PENNSYLVANIA