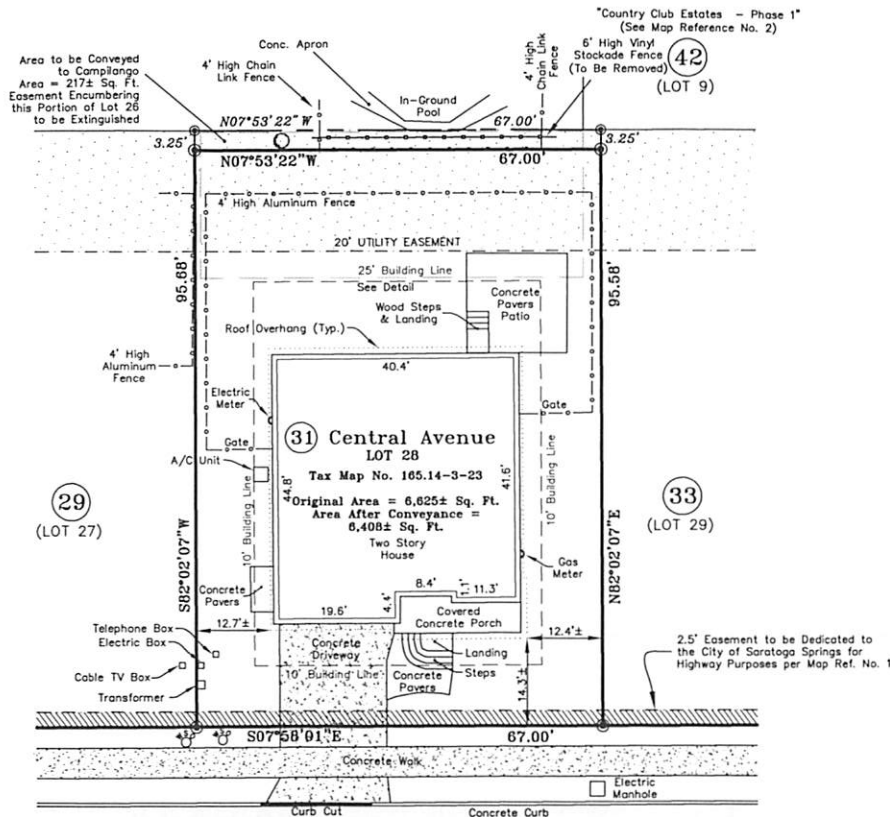
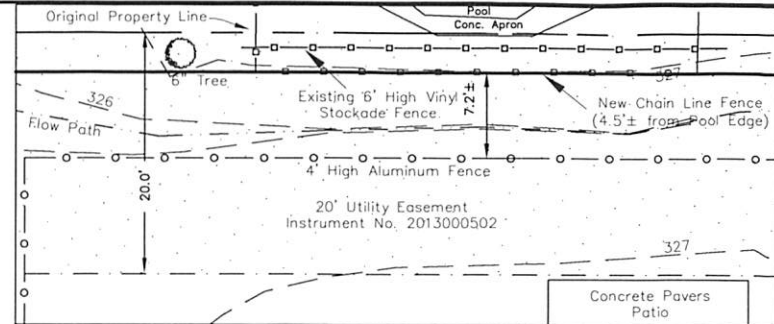


Lands Now or Formerly of  
Joseph J. Campilango  
Book 778 of Deeds, Page 293



**Central Avenue**  
RIGHT OF WAY = 50 FT.  
WIDTH OF PAVEMENT = 24 FT.

UNAUTHORIZED ALTERATION OR  
ADDITION TO THIS DOCUMENT IS  
VIOLATION OF SECTION 7209,  
SUBDIVISION 2, OF NEW YORK  
STATE EDUCATION LAW.



Detail Scale: 1"=10'

- MAP REFERENCES:**
- 1.) MAP ENTITLED "SUBDIVISION PLAN - PHASE II, COUNTRY CLUB ESTATES, RESIDENTIAL SUBDIVISION," DATED JANUARY 12, 2005, LAST REVISED OCTOBER 12, 2005, MADE BY PAUL F. TOMMELL, L.S., P.C. AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON JUNE 1, 2006 IN MAP DRAWER "C" AS MAP NO. 676B.
  - 2.) MAP ENTITLED "LAYOUT PLAN - PHASE 1, COUNTRY CLUB ESTATES, RESIDENTIAL SUBDIVISION," DATED SEPTEMBER 15, 2004, LAST REVISED MAY 18, 2005, MADE BY PAUL F. TOMMELL, L.S., P.C. AND FILED IN THE SARATOGA COUNTY CLERK'S OFFICE ON JUNE 2, 2005 IN MAP DRAWER "C" AS MAP NO. 635B REV.
- NOTES:**
- 1.) THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN UP TO DATE TITLE REPORT AND IS THEREFORE SUBJECT TO ANY STATEMENT OF FACTS SHOWN THEREON.
  - 2.) NO PROPERTY CORNERS WERE SET AS PART OF THIS SURVEY.
  - 3.) PARCEL IS SUBJECT TO ANY UTILITY EASEMENTS OF RECORD. THE SETTLEMENT AGREEMENT DEPICTED PROPOSES TO EXTINGUISH THAT PORTION OF THE UTILITY EASEMENT THAT CURRENTLY ENCUMBERS LANDS TO BE CONVEYED TO CAMPILANGO.
  - 4.) OFFSETS BETWEEN PROPERTY LINES AND STRUCTURES SHOWN
  - 5.) HEREON ARE TO ROOF OVERHANGS UNLESS OTHERWISE NOTED.
  - 6.) UNDERGROUND UTILITIES, IF ANY, ARE NOT SHOWN HEREON.
  - 7.) PLANTINGS ARE NOT SHOWN HEREON.

## Map of Proposed Settlement Agreement 31 Central Avenue and Campilango

<p>JASON M. TOMMELL P.L.S. LIC. NO. 50,605</p>	<p>TOMMELL &amp; ASSOCIATES 28 CLINTON STREET, SUITE 1 SARATOGA SPRINGS, NY 12866 PH: 518.587.3149 FAX: 518.587.7251</p>	<p>SCALE: 1" = 20'</p>	<p>Rev. 04/30/14</p>
		<p>CITY OF SARATOGA SPRINGS (OD) SARATOGA COUNTY, NEW YORK APRIL 24, 2014</p>	<p>05/15/14 05/27/14 06/23/14</p>
		<p>MAP NO. 20070762.023</p>	

## SETTLEMENT AGREEMENT AND RELEASE

**THIS AGREEMENT**, dated \_\_\_\_\_, 2014, is by and between Lisa A. Campilango, as Executrix of the Estate of Joseph J. Campilango, deceased (hereinafter "Plaintiff"), and KRDD One, LLC, Degraff/Bloom Custom Builders, Inc., Lee M. Hayward, Barbara Garbin, and the City of Saratoga Springs (hereinafter "Defendants"), and is intended to settle pending litigation arising from Defendants' actions and/or omissions relating to Plaintiff's property designated as Lot 17 on the map known as "Country Club Estates," dated October 16, 1964 and recorded in the Office of the Clerk for Saratoga County on January 11, 1965, commonly known as 38 Outlook Avenue in the City of Saratoga Springs, County of Saratoga, State of New York (hereinafter the "Premises") and to quiet title to a certain portion of Lot 28 of the Country Club Estates – Phase II, Residential Subdivision," dated January 12, 2005 and last revised April 25, 2008, and filed in the Office of the Clerk for Saratoga County on June 27, 2008 in Map Drawer "C" as Map No. 676B-REV, commonly known as 31 Central Avenue, City of Saratoga Springs, County of Saratoga, State of New York (hereinafter "31 Central Avenue").

**WHEREAS**, Plaintiff acquired title to the Premises on September 22, 1965 and remains in possession of the Premises; and

**WHEREAS**, after acquiring title to the Premises in 1965, Plaintiff entered into, made certain improvements to and remained in continual, uninterrupted, and adverse occupation and possession of a portion of 31 Central Avenue, including, among other things, erecting a chain link fence and concrete walkway on the possessed portion of 31 Central Avenue; and

**WHEREAS**, on or about October 23, 2006, Defendant KRDD One LLC acquired title to 31 Central Avenue by a deed recorded in the Office of the Clerk for Saratoga County; and

**WHEREAS**, on or about April 23, 2013, DeGraff/Bloom Custom Builders, Inc. acquired title to 31 Central Avenue from Defendant KRDD One LLC recorded in the Office of the Clerk for Saratoga County on April 23, 2013; and

**WHEREAS**, in or about the Spring of 2013, Defendants KRDD One LLC and Degraff/Bloom Custom Builders, Inc. entered onto the portion of 31 Central Avenue which was occupied and possessed by Plaintiff and ejected Plaintiff from said portion by removing the chain link fence and concrete walkway, excavating the land and changing the grading, and erecting a six-foot privacy fence; and

**WHEREAS**, Defendants Lee M. Hayward and Barbara Garbin acquired title to 31 Central Avenue by a deed from Defendant Degraff/Bloom Custom Builders, Inc. recorded in the Office of the Clerk for Saratoga County on April 26, 2013; and

**WHEREAS**, prior to April 26, 2013 but subsequent to October 23, 2006, Defendants KRDD One LLC granted a utility and/or drainage easement over a portion of 31 Central Avenue which include a portion of 31 Central Avenue occupied by Plaintiff; and

**WHEREAS**, on or about July 15, 2013, plaintiff commenced a lawsuit in the New York State Supreme Court, Saratoga County, against KRDD One, LLC, Degraff/Bloom Custom

Builders, Inc., Lee M. Hayward, Barbara Garbin, and the City of Saratoga Springs, titled *Lisa A. Campilango, as Executrix of the Estate of Joseph J. Campilango, deceased v. KRDD One, LLC, Degraff/Bloom Custom Builders, Inc., Lee M. Hayward, Barbara Garbin, and City of Saratoga Springs*, Index No. 2013-2312 (Supreme Court, Saratoga County), alleging adverse possession, trespass, and unlawful entry and ejectment (hereinafter the “Litigation”); and

**WHEREAS**, the parties desire to settle any and all disputes between them arising out of, relating to, or in connection with the Premises and the Litigation, without incurring the costs and expending resources on continuing the pending Litigation.

**NOW, THEREFORE**, in consideration of the mutual agreements herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and covenant as follows:

**1. Conveyances and Releases.**

a. Defendants Hayward and Garbin, as owners of 31 Central Avenue, shall remise, release, and quitclaim to Plaintiff, its successors, and assigns, forever all of its rights, title, and interest to a strip of land measuring approximately 3.25 feet by 67 feet located on 31 Central Avenue that is adjacent to and directly adjoining the easterly border of the Premises (hereinafter “Area to be Conveyed”). A map entitled “Map of Proposed Settlement Agreement 31 Central Avenue and Campilango,” dated June 23, 2014, which depicts the Area to be Conveyed, is annexed hereto as “Exhibit A,” and a legal description of the Area to be Conveyed is annexed hereto as Exhibit “B.”

b. Defendant City of Saratoga Springs shall remise, release, and/or extinguish any and all easements held by Defendant City of Saratoga Springs encumbering the Area to be Conveyed by Defendants Hayward and Garbin to Plaintiff.

c. Plaintiff shall remise, release, and quitclaim to Defendants Hayward and Garbin, its successors and assigns, forever all of its right, title, and interest to any land lying easterly of the Area to be Conveyed.

**2. Settlement Amount.**

a. Defendants KRDD One, LLC and Degraff/Bloom Custom Builders, Inc. shall return all of the Area to be Conveyed to Plaintiff to its original or substantially same form prior to Defendants’ entry in or about the Spring of 2013, including, but not limited to, replacing, reconstructing, and/or installing in a skillful and workmanlike manner: (i) a portion of chain link fence running parallel to the new boundary of the Area to be Conveyed and connecting it with the existing chain link fence on the Premises per Plaintiff’s specifications on the precise placement of the fence; (ii) the concrete sidewalk enclosing the pool located on the Premises and Area to be Conveyed per Plaintiff’s specifications; (iii) and the portion of the Area to be Conveyed that Defendants KRDD One, LLC and Degraff/Bloom Custom Builders, Inc.

excavated including, but not limited to, grading and landscaping the previously excavated area per Plaintiff's specifications, within forty-five (45) calendar days from the execution of this Agreement, unless Plaintiff requests and/or excuses a delay in the completion of the work due to inclement or freezing weather that may affect the aforementioned work. Plaintiff will provide any requests and/or excuses for delay related to inclement or freezing weather in writing. All materials and articles incorporated into reconstructing and restoring the Area to be Conveyed shall be new and of equal and suitable quality, grade, type, size, pattern, and color for the purpose intended, unless otherwise agreed in writing by Plaintiff.

b. Defendants Hayward and Garbin, as owners of 31 Central Avenue, shall permit Defendants KRDD One, LLC and Degraff/Bloom Custom Builders, Inc. to access the Area to be Conveyed by way of 31 Central Avenue in order to complete the work detailed in subparagraph (c) of Paragraph 1 of this Agreement, and Defendants KRDD One, LLC and Degraff/Bloom Custom Builders, Inc. shall exclusively use the access granted by Defendants Hayward and Garbin over 31 Central Avenue to complete the work detailed in subparagraph (c) of Paragraph 1 of this Agreement, unless otherwise agreed in writing by Plaintiff.

c. Defendants KRDD One, LLC and Degraff/Bloom Custom Builders, Inc. shall pay a total amount of Two Thousand, Five Hundred and No/100 Dollars (\$2,500.00) (the "Settlement Amount") to Plaintiff. The Settlement Amount shall be paid to the escrow account of Hinman Straub, P.C., attorneys for Plaintiff within ten (10) calendar days from the execution of this Agreement.

**3. Execution of Deed.**

Defendants Hayward and Garbin shall execute and file in the Office of the Clerk for Saratoga County a written deed conveying the Area to be Conveyed, as described by the legal description attached hereto as Exhibit "B", to Plaintiff.

**4. Execution of Release of Easement.**

Defendant City of Saratoga Springs shall execute and file with the Office of the Clerk for Saratoga County, a written release of easement to remise, release, and/or extinguish the current easement held by Defendant City of Saratoga Springs encumbering the Area to be Conveyed, as depicted in Exhibit A and described by the legal description in Exhibit "B."

**5. Stipulation of Discontinuance.**

Plaintiff and Defendants, by a Stipulation of Discontinuance in the form annexed hereto, shall discontinue the Litigation with prejudice within ten (10) calendar days after Plaintiff and Defendants provide satisfactory proof of compliance with Paragraphs 1, 2, 3, and 4 of this Agreement. With regard to the satisfactory proof of compliance as to the installation of the chain link fence and the reconstruction of the concrete sidewalk, grading, and landscaping, nothing in

Plaintiff's acceptance of the work or materials shall void any express or implied warranties against defects in the materials or workmanship.

**6. Mutual Release.**

The parties to this Agreement will execute mutual releases in the form annexed hereto.

**7. Counterparts and Copies as Valid as Original Document.**

This document may be signed in counterparts and facsimile, copy, or electronic image (e.g., PDF) of this Settlement Agreement shall be considered as effective and valid as the original.

**8. Severability.**

If any part of this Settlement Agreement is deemed invalid, void, illegal, or otherwise unenforceable, all other parts of this Settlement Agreement shall remain in full force and effect.

**9. Review by Counsel.**

The parties hereto acknowledge that they have had an opportunity to have an attorney of their choice review this agreement.

**10. Construction.**

This Agreement has been negotiated by the parties and their respective counsel, if any, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor or against any party or parties.

**11. Governing Law.**

This Agreement shall be governed by and construed in accordance with New York law.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written:

Estate of JOSEPH J. CAMPILANGO,  
deceased

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
LISA A. CAMPILANGO, Executrix

KRDD ONE LLC

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
XXXXXXXXXX

DEGRAFF/BLOOM CUSTOM  
BUILDERS, INC.

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
XXXXXXXXXX

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
LEE M. HAYWARD

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
BARBARA GARBIN

CITY OF SARATOGA SPRINGS

Dated: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
XXXXXXXXXX



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Anthony J. Izzo  
City Hall, Broadway  
Saratoga Springs, New York 12866  
(518) 587-3550 x 2516

*Counsel for Defendant  
City of Saratoga Springs*



## **MUTUAL RELEASE**

KNOW ALL MEN by these presents that LISA A. CAMPILANGO, as Executrix of the Estate of JOSEPH J. CAMPILANGO, deceased, KRDD ONE LLC, DEGRAFF/BLOOM CUSTOM BUILDERS, INC., LEE M. HAYWARD, BARBARA GARBIN, and CITY OF SARATOGA SPRINGS, for good and valuable consideration, hereby release, remise and forever discharge each other, and by these presents do for each other's respective heirs, executors, personal representatives, predecessors, successors, parent companies, subsidiaries, partners, attorneys, agents, administrators and assigns, of and from all claims, counterclaims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, arising from the Premises or the Litigation, as such terms are defined in the Settlement Agreement dated September \_\_, 2014.

This Mutual Release and all of its terms shall become effective immediately upon execution by the parties. This Mutual Release and Settlement Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of the parties.

This Mutual Release may be signed in counterparts, such that each copy and complete set of original signature pages shall constitute one and the same original document. The parties agree that a signature transmitted via facsimile and/or electronic mail shall be deemed original, valid and binding for purposes of this Mutual Release.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, Lisa A. Campilango, as Executrix of the Estate of Joseph J. Campilango, deceased, has signed this Mutual Release on the \_\_\_\_ day of \_\_\_\_\_, 2014.

---

Lisa A. Campilango, as Executrix of the  
Estate of Joseph J. Campilango, deceased

STATE OF NEW YORK    )

) ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of September, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared Lisa A. Campilango, as Executrix of the Estate of Joseph J. Campilango, deceased, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, and/or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

IN WITNESS WHEREOF, **XXXXXXXXXX** has signed this Mutual Release on the  
\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**XXXXXXXXXX** on behalf of  
KRDD One LLC

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of September, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared **XXXXXXXXXX**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, and/or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, XXXXXXXXXX has signed this Mutual Release on the \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
XXXXXXXXXX, on behalf of  
Degraff/Bloom Custom Builders, Inc.

STATE OF NEW YORK )

) ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of September, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared XXXXXXXXXX, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, and/or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, Lee M. Hayward has signed this Mutual Release on the \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_

Lee M. Hayward

STATE OF NEW YORK )

) ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of September, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared Lee M. Hayward, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, and/or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_

Notary Public

**IN WITNESS WHEREOF**, Barbara Garbin has signed this Mutual Release on the \_\_\_ day of \_\_\_\_\_, 2014.

---

Barbara Garbin

STATE OF NEW YORK    )

) ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of September, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared Barbara Garbin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, and/or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

IN WITNESS WHEREOF, XXXXXXXXXX has signed this Mutual Release on the \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
XXXXXXXXXX, on behalf of the  
City of Saratoga Springs

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of September, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared XXXXXXXXXX, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, and/or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**"Map of Proposed Settlement Agreement 31 Central Avenue and Campilango"**