



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 10/7/2022  
Time Recorded: 12:58 PM

DUTCHESS LAND CONSERVANCY INC  
PO BOX 138  
  
MILLBROOK, NY 12545

Document #: 02 2022 4210

Received From: DUTCHESS LAND CONSERVANCY INC

Grantor: PERKINS NANCY F  
Grantee: DUTCHESS LAND CONSERVANCY INC

Recorded In: Deed Tax District: Washington  
Instrument Type: AMEND

Examined and Charged As Follows :

Recording Charge: \$165.50  
Transfer Tax Amount: \$0.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 1613

Number of Pages: 24

\*\*\* Do Not Detach This Page  
\*\*\* This is Not A Bill

Red Hook Transfer Tax:

RP5217: N  
TP-584: Y

County Clerk By: aco  
Receipt #: 33025  
Batch Record: 217

Bradford Kendall  
County Clerk



0220224210

T/Wash 23p.  
160  
550  
16550

**AMENDMENT AND RESTATEMENT OF CONSERVATION EASEMENT DEED**

Between

**THE ESTATE OF NANCY F. PERKINS**

as Grantor

and

**DUTCHESS LAND CONSERVANCY, INC.**

as Grantee

Record and Return to:  
Dutchess Land Conservancy  
P.O. Box 138  
Millbrook, New York 12545

## AMENDED AND RESTATED CONSERVATION EASEMENT DEED

This **AMENDED AND RESTATED CONSERVATION EASEMENT DEED** (the "Conservation Easement") is entered into this 7th day of October, 2022, between **Jennifer P. Speers**, residing at 867 Simpson Ave., Salt Lake City, Utah 84106, and **David R. Stack**, residing at 48 Jameson Hill Road, Clinton Corners, NY 12514 **as co-executors under the Last Will and Testament of Nancy F. Perkins**, who died on January 21, 2022, late of Town of Washington, New York (the "Landowner"), and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 2908 Route 44, Millbrook, New York 12545 (the "Conservancy").

### Recitals

**WHEREAS**, the Landowner is the owner in fee of the real property described in Exhibit A attached hereto (the "Property") and incorporated by reference:

- 1 The Property consists of approximately 25.20 acres, improved with one principal residence, one garage, three barns, one outhouse, and one dock in the Town of Washington, Dutchess County, New York.
- 2 The Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference, and the Property is also shown as "25.20 Acres Estate of Perkins" on a survey map titled "Lot Line Change between Estate of Perkins and Palladium Foundation," prepared by Brian Houston, Licensed Land Surveyor, dated April 14, 2022 and revised on July 29, 2022, and filed with the Office of the Dutchess County Clerk on September 13, 2022 as Filed Map No. 10746B

**WHEREAS**, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law") and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

**WHEREAS**, on September 12, 2002, George W. Perkins, Jr. granted a conservation easement (the "Perkins easement") to the Dutchess Land Conservancy on approximately 550 acres in the Town of Washington, Dutchess County, New York. The Property is a 25.20-acre portion of the land protected by the Perkins easement. The Perkins easement was recorded in the office of the Dutchess County Clerk on September 17, 2002 at Document Number 02 2002 9149. George W. Perkins died on June 12, 2008, and the land protected by this Amendment and Restatement of the Perkins easement, along with certain other lands owned by George W. Perkins, was conveyed by the George W. Perkins estate to Nancy F. Perkins by deed dated November 17, 2009 and recorded in the office of the Dutchess County Clerk on December 3, 2009 at Document Number 02 2009 6459. Nancy F. Perkins died on January 21, 2022, at which point the Property became part of her estate.

**WHEREAS**, the Estate of Nancy Perkins intends to donate the property to a not-for-profit organization for use as an office, educational facility, and/or research facility, provided that such

use of the Property protects its existing historic character and does not adversely affect the conservation purposes of the Perkins easement. The use of the existing Principal Residence on the Property as an office, educational facility, and/or research facility for a not-for-profit organization, with these protections of its historic character, satisfies the conservation easement amendment policies of the Conservancy because it will not result in impacts to the Property that detract from the Purposes and Conservation Values of the Perkins easement. Under this Amended and Restated Conservation Easement, the existing Principal Residence on the Property can be used as an office, educational facility and/or research facility for a not-for-profit organization or as a Principal Residence. This Amended and Restated Conservation Easement will not result in an impermissible private benefit to the Landowner, because allowing these uses will not increase its fair market value, as documented by a qualified appraiser. This Amended and Restated Conservation Easement will have a neutral or beneficial effect on the Purpose of the Perkins easement because it does not allow any additional development beyond what is currently permitted by the Perkins easement. In order to effectuate this donation, it is necessary to split the Perkins easement into two separate conservation easements: (1) this Amended and Restated Conservation Easement covering the 25.2 acres that will be conveyed to a not-for-profit organization, and (2) a companion Amended and Restated Conservation Easement covering the remaining 528.825 acres protected by the Perkins easement, to be executed and recorded simultaneously herewith. This will enable 528.825 acres of the Property to remain under an easement held by the Conservancy, while this Amended and Restated Conservation Easement will protect the 25.20 acres of land to be held under separate ownership by a not-for-profit organization. This Amendment and Restatement is limited to 25.20 acres to enable the Conservancy to continue overseeing the separate conservation easement on the 528.25-acre property.

**WHEREAS:**

- a) The Perkins easement contains very prescriptive subdivision language that is not conducive to long-term sustainable use and ownership of the property as a large farm operation. Therefore, the limitation of permitted subdivisions to two building lots has been retained, but this Amendment and Restatement will enable 528.825 acres of the farm property to remain one large agricultural parcel.
- b) This Amendment clarifies that the use of the Property as an office, educational facility, and/or scientific research facility by a not-for-profit organization is permitted.
- c) The Perkins easement erroneously omitted from Exhibit B building envelopes allowing agricultural and accessory structures; the companion Amendment and Restatement of the 528.825 acres corrects this omission by attaching a corrected Exhibit B.
- d) The above items a, b and c, have a neutral or beneficial effect on the Purpose of the Perkins easement and do not result in an impermissible private benefit to the Landowner as documented by a qualified appraiser.

**WHEREAS,** the parties recognize the following:

- 1 The Property is characterized by scenic views, woodlands, open space character, wetlands and natural beauty. The property’s woodlands and rolling upland meadows are highly visible from New York State Route 343, a public highway. The principal residence and barns are important parts of the historic agricultural landscape.
- 2 It is important to the conservation of the open, scenic and natural character and beauty of the Property and its surrounding area to maintain its upland meadows, forest lands, ponds,

and stream corridors, while restricting development so that it is compatible with the natural surroundings.

- 3 The Property meets the Criteria for Acceptance of Conservation Easements of the Conservancy and is in close proximity with private land which is already permanently protected by the Conservancy.
- 4 The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in a 2013 report generated by Scenic Hudson, Inc. titled Securing Fresh, Local Food for New York City and the Hudson Valley: A Foodshed Conservation Plan for the Region and the Dutchess County Agricultural and Farmland Protection Plan adopted by Dutchess County in 2015. The Property is included in the priority areas identified in both documents.
- 5 The Town of Washington Master Plan, adopted by the Town in 1987, supports the preservation of the Town's scenic quality and natural environment including the maintenance of agricultural land for the benefits it provides in maintaining open space, scenic vistas, water resources and wildlife habitat. The Plan discourages the construction of residences on productive agricultural soils, and encourages the use of conservation easements to help preserve agricultural land, steep slopes and land for open space uses.
- 6 The Town of Washington Zoning Law, adopted December 27, 1989 includes the Property within an "Aquifer Overlay District" and "Agricultural Protection Overlay District", land use categories, which it describes as follows:

"The Aquifer Protection Overlay District Regulations are intended to preserve and maintain the quality and quantity of groundwater found in the Town of Washington sand and gravel, limestone, and limestone overlaid with sand and gravel aquifers, and thereby protect this water supply source of the town." They state:

"The Agricultural Protection Overlay District is intended to:

- (a) Preserve agricultural land for food and fiber production;
- (b) Protect agriculturally productive farms;
- (c) Maintain a viable agricultural base to support agricultural processing and service industries;
- (d) Prevent conflicts between incompatible land uses;
- (e) Reduce costs of providing public service to scattered non-farm uses;
- (f) Pace and shape the growth of the Town;
- (g) Protect agricultural land from encroachment by non-agricultural uses, structures, or activities; and
- (h) Maintain the rural, natural, and scenic qualities of the Town."

- 7 The Dutchess County Legislature, in the County Master Plan entitled *Directions*, adopted

by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands, steep slopes, woodlands and existing open spaces should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, floodplains and wetlands and it encourages open space land uses and the protection of scenic resources. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas to provide recreational space, wildlife habitat natural buffers and aquifer protection. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve steep slopes and agricultural lands in rural areas.

- 8 The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." And also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs..." The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.
- 9 The Property is included in Certified Agricultural District No. 21, established by Dutchess County pursuant to Article 25AA of the New York Agricultural and Markets Law, to encourage the continuation and protection of agriculture.
- 10 The Property contains approximately 12 acres of farmland soils of statewide importance, which are important for the production of food, feed, forage and fiber crops, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.
- 11 The Property is in the watershed of the Wappinger Creek, a tributary of the Hudson River. The Wappinger Creek is in an area of direct drainage to the Hudson River. The Wappinger Creek drainage basin is 210 square miles and is contained within Dutchess County, as described in the Natural Resource Inventory of Dutchess County, Natural Resource Inventory of Dutchess County (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute.
- 12 The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains approximately 340 linear feet of Little Rest Brook, a Class A(T) stream, which has been classified by the New York State Department of Environmental Conservation according to

its best use for drinking and all other uses including trout, fishing, fish propagation, and swimming. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.

- 13 Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified a upland hardwood forest, upland meadow, hardwood shrub swamp, and constructed pond habitats on the Property, as referenced in Significant Habitats in the Town of Washington, Dutchess County, New York, by Jenny Tollefson and Gretchen Stevens, Hudsonia Ltd., April 2004.
- 14 The Property contains approximately five acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.
- 15 Most of the Property, approximately 24 acres, overlies a "Zone I" Aquifer, and approximately one acre, overlies a "Zone II" Aquifer.
- 16 The property contains approximately 11 acres of woodland that is part of a relatively unbroken tract of woodlands that extends for hundreds of acres and constitutes valuable habitat as a contiguous forest.
- 17 Subdivision and development pressure threaten the continued rural, scenic, ecological, forested, and open space character of the Property and the scenic view along New York State Route 343.

**WHEREAS**, the Conservancy has determined that its acquisition of a conservation easement on the Property will further its charitable purposes of protecting areas of rural, scenic and relatively natural character in Dutchess County.

**WHEREAS**, the Landowner shares the land conservation goals of the Conservancy and desires to ensure that the rural, scenic and ecological characteristics of the Property will be preserved for the benefit of future generations.

**WHEREAS**, the parties desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement pursuant to the provisions of Article 49, Title 3, of the Environmental Conservation Law.

**WHEREAS**, the parties have determined that it is necessary to amend and restate the Perkins easement in order to fulfill the goals of Landowner to properly maintain and steward the Property in perpetuity. This Amendment and Restatement does not change the conservation purposes of the Perkins easement, limits development of the Property to allowing conversion of the existing Principal Residence to an office, educational facility and/or research facility for a not-for-profit organization and retains all other restrictions in the Perkins easement on the use and development of the Property. This Amendment and Restatement also updates some provisions of the Perkins easement to ensure compliance with Internal Revenue Service regulations in light of changes in interpretations of relevant tax law by the Internal Revenue Service. This Amendment and Restatement complies with the Amendment provisions of the Perkins easement, the Conservancy's conservation easement amendment policy, and applicable IRS regulations.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

**1 Grant of Conservation Easement.** The Landowner grants to the Conservancy a perpetual conservation easement over the Property on the terms contained in this Deed (the "Conservation Easement"). The Conservation Easement shall encumber the Property.

**2 Purpose.** The purpose of the Conservation Easement granted hereby is to conserve the agricultural, scenic, open, wooded and natural open space character of the Property and to protect the quality of its agricultural lands, prime and important farmland soils, forest lands, streams and wetlands, habitat for flora and fauna, steep slopes, and scenic quality by restricting development and use of the Property.

**3 Reserved Rights.** The Landowner reserves for itself and its successors in interest all rights with respect to the Property or any part thereof, including without limitation the right of exclusive possession, use and occupancy, and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise restrict or encumber the Property or any part thereof, as owner, subject to and encumbered by the restrictions and covenants set forth in this Conservation Easement. This Conservation Easement does not grant the general public any right to enter upon any part of the Property without the prior written consent of the Landowner or his duly authorized agent. This Conservation Easement shall not prevent an owner of the Property or part thereof from imposing further restrictions upon conveyance or otherwise.

**4 Restrictions Applicable to the Property.** By this Conservation Easement, the Landowner imposes and agrees to restrictions that apply to the entire Property as set forth hereinafter in this section 4. The Landowner may take certain actions relating to the Property only after giving the Conservancy prior notice and obtaining its prior consent, as set forth in section 5.

**4.1 Use of Property.** The Property shall be used for agricultural and non-commercial residential uses, including, without limitation, the occupancy and use by owners or lease tenants of permitted structures built or maintained upon the Property in accordance with this Conservation Easement, and such customary home occupations, agricultural uses and such non-commercial recreational uses as are compatible with the rural and agricultural character of the Property. The Property may also be used by not-for-profit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code for offices and/or educational and scientific research facilities. As used in this Conservation Easement, the term "agricultural uses" shall mean: planting, raising, harvesting and producing agricultural, aquacultural, horticultural and forestry crops and products of every nature and description; breeding, raising, training, pasturing, grazing, boarding and sale of horses, cattle, and livestock of every nature and description; equestrian activities (including horseback riding instruction, husbandry and other non-commercial equestrian activities); breeding and raising bees, fish, poultry and other fowl; and the primary processing, storage and sale, including direct retail sale to the public, of crops and products. Permitted recreational uses shall include the right to hunt, fish, trap, hike, camp, horseback ride, and other non-commercial outdoor recreational activities with the prior written consent of the Landowner. No non-agricultural commercial, industrial, or commercial recreational use of the Property, other than as an office, educational facility, and/or research facility by tax-exempt not-for-profit organizations, shall be permitted.



**4.2 Locations of Allowed Structures.** All structures permitted by this Section 4 shall be located wholly within the boundaries of the "Building Envelope" designated on Exhibit "B" hereof, except that the following may be located outside the Building Envelope: run-in sheds for horses and other livestock, woodsheds, lean-tos, signs, fences, road-side accessory structures, driveways, farm roads, utilities, drainage ways, and other agricultural structures having in each case a footprint not exceeding 400 square feet. All such structures and facilities shall be sited at the edge of fields or in wooded areas and at least 100 feet from any watercourse, pond or wetland located on the Property.

**4.3 Residential and Agricultural Structures.** No residential, agricultural, accessory, or other structures shall be built, expanded, or replaced anywhere on the Property except in compliance with this section 4.

**4.3 (a) Principal Residence.** No more than one single family principal residence, built and existing on the date hereof, shall be permitted on the Property. Any expansion to the existing principal residence shall not exceed 25 percent of its current size or 35 feet in height as defined under paragraph 4.3(d) herein. The principal residence may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged or destroyed.

**4.3 (b) Limited Office, Educational, and Research Facility Use.** The principal residence, built and existing on the date hereof, may be converted for use as an office, educational facility, and/or research facility by a not-for-profit organization that is exempt from federal taxation under 501(c)(3) of the Internal Revenue Code, provided that such use of the Property protects its existing historic character and does not adversely affect the conservation purposes of the Perkins easement. Any expansion to the existing principal residence for use as an office, educational facility, and/or and research facility shall not exceed 25 percent of its current size and shall not exceed 35 feet in height as defined under paragraph 4.3(d) herein. During the period that the existing principal residence is used as an office, educational facility, and/or research facility, it may not be used as a residence. The garage and three barns, built and existing on the date hereof, may also be converted for use as an office, educational facility, and/or research facility, provided that such use of the Property protects its existing historic character and does not adversely affect the conservation purposes of the Perkins easement.

**4.3 (c) Agricultural and Accessory Facilities.** No construction, maintenance, or enlargement of any agricultural facilities (such as barns, sheds, greenhouses, customary agricultural facilities), or residential accessory facilities (such as swimming pools, related changing facilities, tennis courts, garages, tenant/guest houses or tenant apartments), shall be allowed unless the prior written consent or approval of the Conservancy is obtained as provided in paragraph 5 hereof.

**4.3 (d) Measurement of Floor Area and Height.** The "floor area" of a structure means the gross floor area of all interior floors of the structure, as measured to the exterior walls, excluding garages, cellars and unfinished attics and basements. The "footprint area" of an agricultural structure means the gross footprint of the structure as measured to the exterior walls. The "height" of a structure means the height as measured from the natural

mean grade to the top of the roofline.

**4.3 (e) Waiver of Size and Location Restrictions.** The Conservancy may waive the restrictions herein on size, height and location of residential and agricultural structures pursuant to paragraph 7.2 herein, provided and on condition that:

- (i) The Conservancy finds that any such waiver would not have a material or undue adverse effect or impact on the scenic preservation and conservation purposes of this Conservation Easement and that such structures comply with the provisions of paragraph 4.4; and
- (ii) The Landowner submits a written plan to the Conservancy which shall illustrate the new facility and its proximity to other existing structures and shall state the exact location, size, dimensions, and height of each proposed new structure(s), or expansion of structure(s), as well as plans for cutting trees and alteration of landscape features. Landowner shall also provide an analysis of the viewshed showing the proposed change from points along NYS Route 343, South Mabbettsville Road and Chestnut Hill Road showing the effect of the proposal on the scenic view from the above designated areas and describing any measures which will be taken to lessen the effect and impact on such scenic panoramas as well as any additional plans or analyses as requested by the Conservancy, to determine the impacts on the proposed site. The Conservancy may approve or reject the proposal or approve it with conditions.

**4.4 Exterior Appearance.** No construction, improvement, expansion, repair or replacement of a structure or other alteration of the Property shall be constructed or performed in a manner inconsistent with the scenic preservation and conservation purposes of this Conservation Easement. Structures newly constructed after the date of this Conservation Easement, and alterations and additions to existing structures, shall be subject to architectural review as required by section 5 hereof and shall comply with the following design standards:

**4.4 (a) Historic Preservation of the Existing Principal Residence.** In order to preserve the existing Principal Residence's historic character and significance, the exterior of the Principal Residence shall be maintained in good repair. The Principal Residence or any part thereof shall not be demolished, removed, or razed (by intentional action or as a result of neglect or failure to repair and maintain) unless it suffers major damage or destruction by fire, flood, windstorm, hurricane, earth movement, or other casualty. If restoration/reconstruction of the Principal Residence is impractical or impossible, the Landowners may, with the prior written consent of the Conservancy, alter, demolish, remove, or raze the Principal Residence, and/or construct new improvements on the Property as permitted by this Conservation Easement. To protect the integrity of the Principal Residence and its immediate environment, all new exterior construction shall be compatible with the historic materials, features, size, scale, proportions, and massing of the Principal Residence. The Landowners and the Conservancy agree that new construction affecting the garage and barns, as well as the construction of new structures on the Property shall preserve historic materials, features, and spatial relationships that characterize the

Principal Residence and the Property as a whole.

**4.4 (b) Siting.** Any construction, re-construction, alteration, relocation or expansion of any residence, agricultural and accessory structure shall to the extent feasible be located in a manner to reduce or minimize its visibility from public roads.

**4.4 (c) Paint.** Paint shall be non-reflective.

**4.4 (d) Landscape.** There shall be minimal alterations to the existing topography and vegetation in connection with any new construction. Mature trees, rock outcroppings, watercourses, and other significant natural amenities shall be preserved to the greatest extent practicable. Landscape designs shall make every effort to diminish the visual impact of all buildings from public roads. Any ground antenna, satellite dish, outdoor fixture, swimming pool, or tennis court visible from public roads shall be screened with wood fencing or vegetation.

**4.5 Signs.** No sign shall be permitted except to state the name and address of the Property and the names of persons residing on the Property, to identify permitted uses occurring on the Property, to advertise an on-site activity permitted by this Conservation Easement, to advertise the Property for sale or rent, to mark roadways, to announce that the Property is subject to a conservation easement and identify the holder of the Conservation Easement, and to post the Property to control unauthorized entry or use. Such signs shall be of professional quality, and their size, placement, number and design shall not significantly diminish the scenic and rural character of the Property. No such sign shall be installed or placed on the Property without the prior written approval and consent of the Conservancy.

**4.6 Lighting.** Outdoor lighting shall not result in glare visible from off the Property and shall be controlled by sensors and/or timers to minimize its use so that it is turned on only when necessary.

**4.7 Fences and Road-side Structures.** Fences of a style normal and customary in the immediate vicinity such as wire, three/four board or post and rail, and other fencing that does not impair the views of the Property, may be erected, repaired or replaced. Road-side mail boxes and newspaper boxes of a style normal and customary in the immediate vicinity may be erected, repaired and replaced on the Property. Additional types of fencing or road side structures shall be subject to the prior written approval and consent of the Conservancy.

**4.8 Driveways, Trails, Farm Roads, Utilities and Drainage Ways.** Driveways, trails, farm roads, utilities and drainage ways may be located anywhere on the Property provided that they are constructed and located in a manner which is compatible with agricultural and forested use of the Property and which minimizes erosion and adverse effect on scenic landscape quality. Trails, driveways and roads shall be constructed and maintained to minimize erosion and shall not be paved without the prior consent of the Conservancy upon a showing that paving is necessary to correct, control or prevent erosion. Driveways shall be located along old roads or along edges of fields where feasible. Utility lines serving permitted structures shall be installed underground where feasible. No roads shall be constructed that traverse the Property to gain access to neighboring lands not protected by this Conservation Easement unless the prior written approval and consent of the Conservancy is obtained.

**4.9 Chemicals.** No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used on the Property unless its use is legal and in accordance with all applicable laws and regulations and the manufacturer's directions.

**4.10 Laws.** All federal, state and local laws and regulations applicable to the Property shall be complied with.

**4.11 Waste Disposal.** No dumping, storage, processing or landfill of non-agricultural wastes generated elsewhere than on the Property, and no sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly or offensive materials shall be permitted. No outdoor storage or disposal of garbage or refuse shall be permitted except for temporary storage in enclosed and screened receptacles. Garbage or refuse may not be dumped or burned and shall be regularly removed.

**4.12 Nuisance.** No visual, aural or olfactory nuisance shall be maintained on the Property. Sounds, sights and smells normally associated with farms shall not be deemed such a nuisance.

**4.13 Clearing of Trees.** No clear-cutting shall be conducted on the Property at any time. There shall be no removal, destruction or cutting on the Property of mature live trees with a trunk diameter at breast height of eight inches or more, except a) to remove those trees which endanger public safety, are diseased, damaged or fallen, or need to be cleared to ensure the health of other trees, b) in connection with the construction of permitted structures, utility lines, roads or driveways not to exceed three acres, and c) to maintain existing views, trails, roads and open spaces. Subject to the prior written approval and consent of the Conservancy to ensure that the following does not materially increase the visibility of any man-made structure on the Property, No commercial logging shall occur without the prior written consent and approval of the Conservancy and shall be conducted in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. Any and all logging anywhere on the Property shall be done in accordance with a management plan approved in writing by the Conservancy, prepared by a Conservancy approved forester and implemented with the Conservancy's guidance and supervision. Such management plan shall conform to 1) accepted NYS sustainable forestry guidelines; 2) any applicable guidelines of the Society of American Foresters and the Natural Resource Conservation Service of the U.S. Department of Agriculture (or successor governmental departments or agencies), and 3) NYS forest tax program logging guidelines as conducted under a forest management plan approved by the New York State Department of Environmental Conservation.

**4.14 Mining, Transmission Lines, Pipelines and Landfills.** There shall be no surface or subsurface mining or quarrying on the Property. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. No wireless telecommunications towers or associated antennas may be placed on the Property without the prior written consent and approval of the Conservancy. The activities prohibited under this section, however, shall not prevent the installation and maintenance of local utility distribution lines which provide service to the structures allowed by this Conservation Easement, nor shall they preclude the excavation of materials for the construction of driveways and other improvements on the Property.

**4.15 Waterways.** No waterways on the Property shall be polluted by sedimentation, siltation, agricultural run-off or otherwise by action of the owners. No change to any existing ponds, streams or wetlands, and no construction or alteration of any structure (including septic disposal systems) within 100 feet of any existing streams, shall be permitted without the prior written consent and approval of the Conservancy. Any on-site septic disposal systems shall be maintained in good repair and proper operating condition.

**4.16 No Subdivision.** The Property may not be subdivided to create new residential building lots. Lot line adjustments which do not create additional building lots are permitted with prior approval by the Conservancy pursuant to Section 5. No lot line adjustment shall result in transferring the Building Envelope to an adjoining owner.

**5 Prior Approval.** No project involving construction, improvement, expansion, or any other substantial change anywhere on the Property (such as the construction or relocation of a building, or any addition thereto, swimming pool, tennis court, parking area, or a change in the exterior of a structure) shall occur until such written plans and drawings as the Conservancy requests have been submitted to and approved in writing by the Conservancy as to the compliance of the proposed project with the restrictions contained in the Conservation Easement. No soil shall be removed and no land shall be cleared or work on the Property or any lot commenced prior to the Conservancy's written approval of such work. The Conservancy shall approve a project if the proposal is in compliance with the terms of the Conservation Easement, and may reject it only by enumeration in writing of its specific grounds for rejection or disapproval. The actual clearing of land and completed structure, change or improvement shall conform to the approved plans in all respects. The Landowner shall reimburse the Conservancy for reasonable costs incurred in connection with its review of any proposals. The Conservancy may waive review of and consent to any improvement, change or alteration which it deems to be insubstantial and may approve plans subject to conditions which must be satisfied.

## **6 Conservancy's Remedies for Violation of Conservation Easement**

**6.1 Notice of Violation; Corrective Action.** If the Conservancy determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Conservancy shall give written notice to the Landowner or other violator of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Conservancy.

**6.2 Injunctive Relief.** If the Landowner or violator fails to cure the violation within 30 days after receipt of notice thereof from the Conservancy, or under circumstances where the violation cannot reasonably be cured within the 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, the Conservancy may bring an action at law or suit in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, or seek *ex parte* relief, as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such an injury.

**6.3 Damages.** The Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.

**6.4 Emergency Enforcement.** If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Conservancy may pursue its remedies under this section 6 without prior notice to the Landowner or without waiting for the period provided for cure to expire.

**6.5 Scope of Relief.** The Conservancy's rights under this section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Landowner agrees that the Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in section 6.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy shall be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Conservancy's remedies described in this section 6 shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity or pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law.

**6.6 Costs of Enforcement.** All reasonable costs incurred by the Conservancy in enforcing the terms of this Conservation Easement against the Landowner, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Landowner's violation of the terms of this Conservation Easement, shall be borne by the Landowner or other violator of the terms of this conservation easement; *provided, however,* that if the Landowner or other violator of the terms of this Conservation Easement ultimately prevails in a judicial enforcement action each party shall bear its own costs.

**6.7 Forbearance.** Forbearance by the Conservancy to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by the Landowner or other violator shall not be deemed or construed to be a waiver by the Conservancy of such term or of any of the Conservancy's rights under this Conservation Easement or at law or in equity. No delay or omission by the Conservancy in the exercise of any right or remedy upon a breach by the Landowner or other violator shall impair such right or remedy or be construed as a waiver.

**6.8 Effect of Lot Line Adjustment.** After any lot line adjustment allowed by section 4.16 into parcels having differing ownership, references in this section 6 to the Landowner shall mean any and all of the owners of the parcel that is the subject of the violation, but the Conservancy shall use reasonable efforts to give notice of the violation to the owners of all of the parcels comprising the Property.

## **7 Amendment**

**7.1 Amendment.** This Conservation Easement may be amended only by written agreement of the Conservancy and the then current Owner of the Property. Any such amendment shall be consistent with and have a neutral or positive effect on the Purposes of this Conservation Easement and shall comply with the ECL and any regulations promulgated thereunder. In order to approve an amendment, the Conservancy must make written findings that the proposed amendment: (a) is consistent with the Purposes of this Conservation Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Conservancy's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Conservation Easement other than those being amended; (d) complies with the Conservancy's officially adopted Amendment Policy; (e) does not affect the perpetual existence and validity of this Conservation Easement; and (f) will not result in private inurement or impermissible private benefit. The Conservancy shall have no obligation to amend this Conservation Easement and any such amendment to this Conservation Easement shall be at the sole discretion of the Conservancy. The Conservancy may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Conservation Easement in response to effects caused by global warming and climate change. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law. Any such amendment to this Conservation Easement shall be duly recorded.

**7.2 Waiver.** The Conservancy may on a case-by-case basis waive any provision of this Conservation Easement that it deems not to be essential in fulfilling this Conservation Easement's conservation purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by a written finding in the minutes of the meeting of the Conservancy at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the conservation purposes of this Conservation Easement and will not adversely affect landscape features or scenic panoramas as seen from public vantage points. The Conservancy must find that the waiver: (a) is consistent with the conservation purposes of this Conservation Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Conservancy's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Conservation Easement other than the provision(s) waived; (d) does not affect the perpetual existence and validity of this Conservation Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Conservancy's Board of Directors approving such waivers shall be kept in the Conservancy's permanent file with this Conservation Easement. The Conservancy shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Conservation Easement.

## **8 Costs, Liabilities, Taxes and Environmental Compliance**

### **8.1 Owner to Pay Taxes and Assessments.** Each owner of any part of the Property

shall pay all taxes and assessments lawfully assessed against any part of the Property owned by such owner, who shall provide receipted tax bills or other evidence of payment to the Conservancy upon request.

**8.2 Representations and Warranties.** The Landowner represents and warrants that after reasonable investigation and to the best of its knowledge:

**8.2 (a)** Any handling, transportation, storage, treatment or use of any substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Property prior to the date of this Conservation Easement has been in compliance with all applicable federal, state and local laws.

**8.2 (b)** The Landowner and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

**8.2 (c)** There is no pending or threatened litigation in any way affecting, involving or relating to the Property.

**8.2 (d)** No civil or criminal proceedings or investigations are now pending, and no notices, demands or claims have been received that are now pending, arising out of any violation or alleged violation of any federal, state or local law applicable to the Property or its use.

**8.3 Control.** Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") or other applicable law.

**8.4 Hold Harmless.** The Landowner shall hold harmless, indemnify and defend the Conservancy and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties, (b) claims arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation Easement, and (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. If any claim is asserted which may give rise to liability under the foregoing indemnity, (a) the Conservancy shall give the Landowner prompt notice thereof, (b) the



Landowner may defend the same with counsel selected by the Landowner, subject to the Conservancy's reasonable approval, (c) the Conservancy shall cooperate with the Landowner in the defense thereof, and (d) the Conservancy shall not settle any such claim without having received the Landowner's prior written consent therefore.

## **9 Sale, Transfer and Subdivision of the Property**

**9.1 Required Language in Future Deeds, Mortgages and Leases.** Any subsequent conveyance of any interest in the Property, including without limitation any transfer, lease or mortgage of all or any part of the Property, shall be subject to this Conservation Easement recorded in the Dutchess County Clerk's Office, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by an Amendment and Restatement of Conservation Easement dated \_\_\_\_\_, 2022 and recorded in the Dutchess County Clerk's Office on \_\_\_\_\_, 2022 at Document # \_\_\_\_\_." The failure to include such language shall not affect the validity, enforceability, or applicability of this Conservation Easement.

**9.2 Conservation Easement Binding on Future Owners and Others.** The provisions of this Conservation Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of any part of the Property while such party is entitled to possession or use thereof. As used in this Section, the term owner shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability in respect of the Property under the instrument creating such equity interest and under applicable law.

**9.3 Discharge of Owner Upon Transfer.** In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall thereupon be discharged from all obligations and liabilities under this Conservation Easement with respect to such portion transferred, except for such acts or omissions which have occurred during such owner's period of ownership.

**9.4 Effect of Lot Line Adjustment.** If a portion of the Property is conveyed to an adjoining owner by lot line adjustment, creating no new building lot, the conveying owner or owners shall give notice of such conveyance to the Conservancy. Regardless of whether such notice is given, after any such lot line adjustment this Conservation Easement shall be deemed to create separate Conservation Easements on each such parcel, references in this Conservation Easement to the Property shall be deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Conservancy for any violation of this Conservation Easement which may occur on any other parcel of the Property.

**9.5 Allocation of Permitted Structures.** In any deed of conveyance of a portion of the Property created by a lot line adjustment, the Landowner may allocate to the portion being conveyed the right to have agricultural and accessory structures as allowed by this Conservation Easement and as approved in writing by the Conservancy. If no such allocation is made, the portion

conveyed shall be deemed to have no right to build such structures, and any existing structures on such portion may continue to exist but may not be enlarged.

## **10 Miscellaneous Provisions**

**10.1 Assignment by Conservancy to Another Organization.** This Conservation Easement may be assigned by the Conservancy by a written instrument duly executed by the Conservancy and recorded in the Dutchess County Clerk's Office, *provided, however*, that an assignment may be made only after at least 20 days' prior written notice to the owner or owners of the Property and only to a not-for-profit conservation organization (or, with the consent of the Landowner, a public body) within the meaning of Article 49, Title 3 of the Environmental Conservation Law that is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

**10.2 Acts Beyond the Landowner's Control.** The Landowner and the Conservancy shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including, without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes, or by third parties whose presence on the Property has not been authorized by the Landowner or the Conservancy. The Conservancy may enter the Property to remedy any third-party violation that has not been remedied by the Landowner, with reasonable prior notice to the Landowner and at the Conservancy's sole cost and expense.

**10.3 Extinguishment of Development Rights.** The parties agree that all development rights not reserved herein are extinguished and that the Property's acreage may not be used to calculate permissible density or lot yield for any other land.

**10.4 Estoppel Certificates.** Within 20 days after any request by the Landowner, the Conservancy shall execute and deliver to the Landowner any document, including an estoppel certificate, that may be requested by the Landowner which certifies, to the best of the Conservancy's knowledge, the Landowner's compliance with any obligation of the Landowner contained in this Conservation Easement or otherwise evidence the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of the Conservancy's most recent ground inspection. If the Landowner requests a more current certification, the Conservancy shall conduct an inspection, at the Landowner's expense, within 30 days of receipt of the Landowner's request for it.

**10.5 Notices.** Any notice, demand, request, consent, approval or communication that the Landowner or the Conservancy desires or is required to give to the other hereinafter shall be in writing and either served personally or sent by first class mail, postage prepaid (or by such other means as the parties may agree), addressed as set forth in the first paragraph of this Conservation Easement, or to such other address as either party may from time to time designate by written notice to the other, or to the last known address of the party. Each party shall be required to inform the other of a change of address, otherwise delivery to or at the last known address shall constitute valid notice.

**10.6 Liberal Construction.** Any general rule of construction to the contrary

notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purposes of this Conservation Easement and the policy and purpose of Article 49, Title 3 of the Environmental Conservation Law. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement shall be favored over any interpretation that would render it invalid.

**10.7 Severability.** Invalidation of any provision of this Conservation Easement, by court judgment or order, statute or otherwise, shall not affect the validity of any other provisions, which shall be and remain in full force and effect.

**10.8 Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understanding or agreements relating to the Conservation Easement, all of which are merged herein.

**10.9 Successors.** The covenants, terms, conditions and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs and assigns. All references to the Landowner shall include the above-named Landowner and its personal representatives, heirs, successors and assigns. All references to the Conservancy include the above-named Conservancy and its successors and assigns.

**10.10 Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**10.11 Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

## **11 Qualified Conservation Contribution Covenants.**

**11.1 Continuity.** The Conservancy agrees that it will assign this Conservation Easement only to an assignee which agrees to continue to carry out, implement, and fulfill the conservation purposes of this Conservation Easement. This Conservation Easement may only be assigned to an assignee which is a qualified organization as defined in Section 170(h) of the Code, or any successor provisions then in effect, and the regulations thereunder. Any assignee other than a governmental unit must: a) be an entity authorized to acquire and hold conservation easements under New York law, b) be able to enforce this Conservation Easement, c) be financially and sufficiently solvent, and d) have purposes similar to those of the Conservancy which encompass those of this Conservation Easement.

**11.2 Notice of Exercise of Certain Rights.** In order to facilitate the monitoring of this Conservation Easement, the Landowner agrees to give the Conservancy at least 35 days' prior written notice before exercising any right reserved hereby, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement.

**11.3 Inspection.** The Conservancy, by its duly authorized representatives, shall have

the right to enter the Property at reasonable times, in a reasonable manner, and, when practicable, after giving prior advanced written notice, to the Landowner or owner of a portion of the Property, to inspect for compliance with the terms of this Conservation Easement.

#### **11.4 Extinguishment.**

**11.4 (a)** The Landowner and the Conservancy acknowledge that the granting of this Conservation Easement constitutes the donation to the Conservancy of a fully vested interest in the Property.

**11.4 (b)** If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, the Landowner and the Conservancy agree to divide the proceeds, if any, in proportion to the fair market values of their respective interests in the Property as of the date of delivery of this Conservation Easement, unless the laws of New York provide otherwise. For purposes of this section, the Landowner and the Conservancy agree that the value of the Conservancy's interest on the date of delivery of this Conservation Easement shall equal the amount by which the fair market value of the Property immediately prior to the delivery of the Perkins easement was reduced by the restrictions imposed by the Perkins easement. The Conservancy agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.

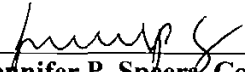
**11.4 (c)** If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by the Landowner or its successors, the Landowner shall pay to the Conservancy the greater of the amount specified in Section 11.4(b) and the fair market value of the Conservation Easement on the date of judicial extinguishment, as determined by independent appraisal, the cost of which shall be divided equally between the Landowner and the Conservancy.

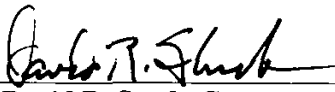
**11.5 Perpetual Duration and No Merger.** Except as expressly otherwise provided for in Section 11.4 ("Extinguishment") herein, this Conservation Easement shall be of perpetual duration, and no merger of title, estate, or interest shall cause this Conservation Easement to be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee. In the event that a Grantor and Grantee are ever the same, Grantee shall make a reasonable effort to assign this Conservation Easement to another qualified holder as provided by Section 10.1

**11.6 Existing Conditions.** This Conservation Easement is granted subject to any existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing as baseline documentation by the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year first above written.

**LANDOWNER**  
**ESTATE OF NANCY F. PERKINS**

  
By: Jennifer P. Speers, Co-executor

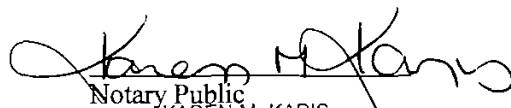
  
By: David R. Stack, Co-executor

**DUTCHESS LAND CONSERVANCY,**  
**INC.**

By   
Rebecca E. C. Thornton  
President

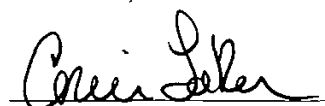
STATE OF NEW YORK )  
SS.:  
DUTCHESS COUNTY )

On the ~~21~~<sup>17</sup> day of ~~September~~<sup>September</sup> in the year 2022 before me, the undersigned, personally appeared **Jennifer P Speers**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
KAREN M. KARIS  
Notary Public, State of New York  
No. 01KA6286144  
Qualified in Dutchess County  
Commission Expires 7-22-25

STATE OF NEW YORK )  
SS.:  
DUTCHESS COUNTY )

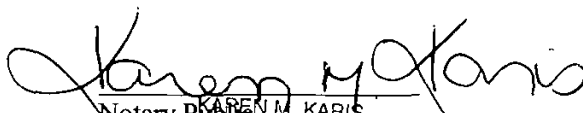
On the ~~21~~<sup>17</sup> day of ~~September~~<sup>September</sup> in the year 2022 before me, the undersigned, personally appeared **David R. Stack**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

CORINNE LAROCCA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01LA6283323  
Qualified in Dutchess County  
My Commission Expires 6/3/25

STATE OF NEW YORK )  
SS.:  
DUTCHESS COUNTY )

On the ~~17~~<sup>20</sup> day of ~~October~~<sup>October</sup> in the year ~~2002~~<sup>2022</sup> before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
KAREN M. KARIS  
Notary Public, State of New York  
No. 01KA6286144  
Qualified in Dutchess County  
Commission Expires 7-22-25

## EXHIBIT A

### Description of the Property

All that certain plots, pieces, or parcels of land, situate, lying and being in the Town of Washington, County of Dutchess and State of New York, more particularly described as follows:

BEGINNING at a point at the southwesterly line of New York State Route 343, said point being the northwesterly corner of the herein described parcel and located S 63 deg 37' 50" E 399.83 feet from a monument found marking the northwesterly corner of a 41.32 +/- acre parcel of land to be conveyed to Palladium Foundation as shown on Filed Map No. 10746B, thence along the Southwesterly line of Route 343, S 63 deg 37' 50" E 254.53 feet, S 59 deg 53' E 148.00 feet, along a highway taking line, S 40 deg 37' E 206.60 feet, S 28 deg 09' E 291.40 feet, S 34 deg 07' E 297.10 feet S 35 deg 40' E 300.00 feet and S 32 deg 49' 27" E 25.63 feet to a point; thence along lands of Domela Property LLC described in Document 02-2014-6274, partly along a wire fence, S 62 deg 42' 23" W 194.54 feet and S 62 deg 02' 23" W 96.89 feet to a point; thence along lands of Janet K. Mancino and Richard Mancino described in Liber 2024 of Deeds at page 311, S 59 deg 18' 53" W 147.35 feet to a steel pin found and S 16 deg 19' 03" W 280.30 feet to a monument found; thence along a 41.32 +/- acre parcel of land to be conveyed to Palladium Foundation as shown on Filed Map No. 10746B, N 50 deg W 1054.00 feet, N 22 deg 12' W 377.00 feet, N 40 deg 30' E 335.00 feet, S 79 deg 33' E 149.00 feet, N 18 deg 17' E 115.00 feet, N 50 deg 24' E 60.00 feet, N 17 deg 01' E 69.00 feet, N 25 deg 10' W 50.00 feet and N 10 deg 53' W 79.64 feet to the point or place of beginning.

CONTAINING: 25.20 +/- acres of land.

BEING and intended to be all that certain tract or parcel of land designated as 25.20 +/- acres as shown on a map entitled "Lot Line Change Between Estate of Perkins and Palladium Foundation," Filed Map No. 10746B recorded at the Dutchess County Clerk's Office on September 13, 2022.

