# 1490 (18**1994** DUTCHESS COUNTY CLERK RECORDING PAGE

### RECORD & RETURN TO:

QUARTARARO & QUARATARAO

9 CANNON ST

POUGHKEEPSIE

NY 12601

RECORDED: 10/25/94

AT:

15:29:50

COUNTY CLERK: #8026

RECEIVED FROM: QUARTARARO & QUARTARARO

GRANTOR: TAYLOR TUCK & ANO

GRANTEE: DUTCHESS LANDCONSERVANCY INC

RECORDED IN: DEED

INSTRUMENT TYPE: EASE

TAX

DISTRICT: WASHINGTON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE:

57.00 NUMBER OF PAGES: 13

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER: #001866

E & A FORM: N

TP-584: Y

COUNTY CLERK BY: MOK / RECEIPT NO: R53217

BATCH RECORD: C00008

WILLIAM L. PAROLI, JR. County Clerk



#### CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is entered into this 9 day of , 1994, between TUCKER and THORN TAYLOR, with a residence at RR 1 Box 98B, Millbrook, NY 12545 hereinafter called the "Grantor", and DUTCHESS LAND CONSERVANCY, INC., a New York not-for-profit corporation with its office at P.O. Box 116, Route 82, Stanfordville, New York, hereinafter called the "Grantee."

2000

WHEREAS, GRANTOR is the owner in fee of real property (the "Property") consisting of approximately 41.7 acres of open land in the Town of Washington, Dutchess County, New York, more particularly described in Exhibit "A" and shown on the Conservation Easement Map marked Exhibit "B", both attached hereto and made a part hereof; and

The Property is located in the historic hamlet of Lithgow and is characterized principally by open fields, a stream and a pond. The Property has significant frontage on, and is highly visible from, Deep Hollow Road which is a public highway; and

The Property is included in Certified Agricultural District #21, established by Dutchess County pursuant to the New York State Agricultural and Markets Law, Article 25AA, encouraging the continuation and protection of agriculture; and

The Town of Washington Master Plan, adopted in 1987 and amended in 1989, includes policies to preserve and maintain agricultural land for farm use and for the benefits agriculture provides in maintaining open space, scenic vistas, water resources and wildlife habitat, and encourages compatible land use and development that minimizes the disruption of these resources; and

The Dutchess County Legislature, in the County Master Plan, <u>Directions</u>, emphasizes the protection of prime farmland soils and the continuation of agriculture. Policy 11.21, encourages preservation of agricultural land by use of conservation easements; and

Subdivision and development pressure threaten the continued rural, scenic, agicultural, forested, and open space character of the Property; and

GRANTEE has determined that 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; and

GRANTOR shares the land conservation goals of GRANTEE and desires to ensure that the rural, scenic and agricultural characteristics of the Property will be preserved for the benefit of future generations; and

GRANTEE is a New York not-for-profit corporation 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 Internal Revenue Code; and

The parties desire to preserve the character of the Property in perpetuity by entering into a Conservation Easement Agreement pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

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

- 1. <u>Grant of Easement.</u> Grantors grant to Grantee a perpetual Conservation Easement (the "Conservation Easement") over the Property which shall encumber the Property.
- 1.1 <u>Purpose</u>. The purpose of the Conservation Easement is to conserve the scenic, agricultural, and natural character of the Property and to protect the quality of its agricultural soils and waterways by restricting development.
- 1.2 <u>Implementation</u>. This Conservation Easement shall be implemented by limiting and restricting the development, management, and use of the Property in accordance with the provisions of this Conservation Easement.
- 2. Reserved Rights. Grantors reserve for themselves and their successors in interest, all rights with respect to the Property or any part thereof including, without limitation, the right of exclusive use, possession, and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage, or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement. Nothing herein shall be construed as a grant to the general public of any right to enter upon any part of the Property or any lot. Nothing contained herein shall restrict an owner of the Property or part thereof in imposing further restrictions upon conveyance or otherwise.
- 3. <u>Restrictions Applicable to the Property.</u> The following restrictions apply to the Property:
- 3.1 <u>Subdivision</u>. The Property may be subdivided and lot line adjustments permitted insofar as the subdivision or lot line adjustments are consistent with the purposes of this Easement.
- 3.2 <u>Use.</u> The Property shall be used solely for agricultural, non-commercial residential, recreational, horticultural, animal husbandry, equestrian, and related purposes including, without limit, the occupancy and use by owners or tenants of permitted structures built upon the Property in accordance with this Conservation Easement, and customary home occupations compatible with the rural character of the Property. No non-agricultural

commercial, industrial, or institutional use of the Property or any part thereof shall be permitted.

- 3.3 <u>Permitted Structures.</u> No building or other improvement shall hereafter be placed upon the Property except as specifically provided below. All new structures require prior review as to location, size, and architecture by the Grantee pursuant to Paragraphs 3.4 and 3.12 herein. Permitted structures are as follows:
  - (a) Residential Structures.
    - i) No more than one additional principal single family residence shall be permitted on the Property.
    - ii) No more than one additional detached tenant or guest house may be constructed on the Property. No tenant or guest house may be sold separately from the principal residence.
    - iii) New residential structures permitted by paragraph (i) and (ii) above shall be constructed only within the "Building Envelopes" shaded on Exhibit "B" hereof.
    - iv) Accessory apartments may be constructed within the principal residences or in barns or garages located within the Building Envelopes.
    - v) Normal and customary accessory facilities and structures, such as swimming pools, garages, antennas, satellite dishes, outdoor fixtures, and tennis courts may be built only within the Building Envelopes.
    - (b) Agricultural Structures. Customary barns, sheds, greenhouses and other agricultural and equestrian facilities shall be permitted and constructed within the Building Envelopes.
- 3.4 Exterior Appearance. No construction, improvement, 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 Easement. Structures shall comply with the following building design standards:
  - (a) The exterior of any new buildings shall be architecturally compatible with the land. They shall be designed to fit into the landscape using the existing vegetation and terrain of their surroundings. New buildings shall not exceed the height of mature trees on the Property. Construction of any new building shall not involve any significant alteration of the present landscape.
  - (b) New structures shall be sited to minimize visibility from

public roads.

- (c) All roofing and exterior surfaces (except for window glass) shall be non-reflective.
- (d) No signs shall be permitted except those of professional quality and not more than six (6) square feet in size which (i) indicate, by one sign, the name of the owner; (ii) mark a roadway; (iii) are customarily used for posting; (iv) advertise agricultural products grown on the Property; (v) denotes an allowable customary home occupation; or (vi) are temporary signs advertising the property for sale.
- (e) Any ground antenna, satellite dish, outdoor fixture, swimming pool, or tennis court shall be sited and/or screened with wood fencing or vegetative landscaping so as not to be visible from public roads.
- 3.5 <u>Fences</u>. Fences that are normal and customary in the immediate vicinity may be erected, repaired, or replaced on the Property.
- 3.6 <u>Chemicals</u>. No pesticide, herbicide, or other chemical treatment for land, vegetation, or animals shall be used unless its use is legal.
- 3.7 <u>Dumping and Storage</u>. No dumping or storing of non-composted organic waste, sewage or garbage, scrap material, sediment discharge, oil and its by-products, leached compounds, or any other unsightly or offensive materials shall be allowed. This shall not prohibit the legal storing of materials typically associated with the agricultural use of the Property.
- 3.8 Clearing of Trees. There shall be no clear cutting of trees, except to remove those trees which endanger public safety, are diseased, damaged or fallen, or need to be cleared in connection with the construction and maintenance of permitted structures (in which case such clearing may not exceed three acres), utility lines, and driveways permitted herein. Commercial logging shall be permitted consistent with any DEC approved forest management plan and other applicable guidelines of DEC and the Soil Conservation Service, U.S. Department of Agriculture. All tree clearing shall be conducted in conformity with sound land and forest management practices to minimize erosion and impacts on natural resources.
- 3.9 Mining, Pipelines, and Landfills. There shall be no surface or subsurface mining or quarrying on the Property except as may be needed for permitted construction of driveways and other improvements on the Property, nor placement of high voltage transmission lines, pipelines, transmission and receiving antennae and towers, landfills, or other land uses detrimental to the scenic character and ecosystems of the Property. This shall not prevent the installation and maintenance of local utility distribution lines which provide service to the structures allowed under section

- 3.3 herein. Utility lines servicing permitted structures shall be installed underground.
- 3.10 <u>Waterways</u>. No waterways located on the Property shall be polluted by sedimentation, siltation, agricultural run-off, or otherwise by any actions of the Grantor. No change to any existing ponds, streams, or wetlands, or the construction or alteration of any structure, including septic disposal systems, within 200 feet of the existing wetland shall be permitted except as approved by the Grantee. Any on-site septic disposal system shall be maintained in good repair and proper operating condition. The construction and maintenance of ponds is permitted with Grantee's prior written approval providing that all approvals required by DEC and other agencies are also obtained.
- 3.11 Roads, Utilities, and Drainage. Unpaved driveways, trails, 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 the agricultural and wildlife habitat use of the Property and minimize erosion and impacts on scenic landscape quality. Driveways shall be unpaved to the extent practicable and shall be located on the edges of fields or along old roads or trails wherever feasible.
- 3.12 Prior Approval. No improvement or substantial change to the Property (such as the construction of a residence, barn or accessory facility or structure, an addition to an existing structure, or a substantial change in the exterior of a structure) shall be made until plans for the work are submitted to and approved in writing by Grantee as to the location and compliance of the proposed structure, substantial change, or improvement with the restrictions contained in this Conservation Easement. shall be excavated or cleared or work commenced prior to Grantee's written approval. Upon receipt of the plans for the proposed work, Grantee shall neither unreasonably delay its decision nor unreasonably withhold approval, but may issue its approval of the plans subject to conditions which must be satisfied. fails to act within thirty (30) days of receipt of materials it deems sufficient for its review, approval shall be deemed granted. The actual clearing of land and completed structure, change, or improvement shall conform to the approved plans in all respects. Grantors shall reimburse Grantee for reasonable costs incurred in connection with its review of any proposals. Grantee may waive its right to review any improvement or alteration which it deems to be insubstantial.

#### 4. Additional Covenants.

4.1 Enforcement. Grantee may enforce this Conservation Easement at law or in equity pursuant to the provisions of Article 49, Title 3 of the Conservation Law against any or all owners of the Property. If there is a violation of any of the provisions of this Conservation Easement, Grantee shall notify the party in violation, who shall promptly cure the violation by (a) ceasing the violation, or (b) restoring the Property to the condition before the violation, or (c) both, as appropriate. If the

violation continues, Grantee shall have the right, but not the obligation, to cure it by direct action and the owner shall reimburse Grantee for all expenses reasonably incurred to enforce the Conservation Easement and to cure the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach, or as to one occurring prior thereto or subsequent thereto.

- 4.2 Amendment. This Conservation Easement may be amended by recorded instrument signed by the then owner or owners of the property and the Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(h) of the Internal Revenue Code, and any regulations promulgated pursuant thereto.
- <u>Waiver.</u> The Grantee may on a case-by-case basis waive any provisions of this Conservation Easement that it deems to be non-essential to fulfilling the Easement's conservation purposes. Such waivers may not be granted with respect to the number of residences that may be built or any subdivision. Any such waiver must be supported by a written finding in the minutes of the meeting of the Grantee 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. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and any provision waived in an individual case shall continue in full force and effect for other Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue 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 if requested by an owner of the Property, certificate of compliance indicating that an alteration of the Property undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Conservation Easement.
- 4.4 Encumbrance by Conservation Easement. Any subsequent conveyance including, without limitation, the transfer, lease, or mortgage of the Property or any lot, shall be subject to this Conservation Easement, 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., dated
- , 1993, and filed in the office of the Clerk of Dutchess County at Liber of Deeds at Page ." The failure to include such language shall not affect the validity or applicability of this Conservation Easement to such property.
- 4.5 <u>Assignment.</u> This Conservation Easement may be assigned by Grantee, provided, however, that an assignment may be made only to a not-for-profit corporation or otherwise as provided in Article

- 49, Title 3 of the Conservation Law. No assignment may be made without the approval of the Grantors as to assignee. Such approval cannot be unreasonably withheld or denied.
- 4.6 <u>Taxes and Assessments</u>. Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills to the Grantee upon request.
- 4.7 <u>Severability.</u> Invalidation of any provision of this Conservation Easement, by court judgment, order, statute, or otherwise, shall not affect any other provisions, which shall be and remain in force and effect.
- 4.8 Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, or judgments, expenses, causes of action, claims, demands, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) 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, unless due solely to the negligence of any of the Indemnified Parties; and (2) claims arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation easement. Grantor agrees to maintain in full force and effect a policy or policies of liability insurance coverage under which Grantee is named as an additional insured, and to deliver evidence of such insurance at the execution of this conservation easement, and upon reasonable notice thereafter.
- 4.9 <u>Binding Effect.</u> 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 the Property while such party is the owner or entitled to possession or use thereof. As used in this Section 4.9, the term owner shall include the owner of any beneficial equity interest in the Property.

#### 5. Qualified Conservation Contribution Covenants.

- 5.1 <u>Continuity</u>. Grantee agrees that it will assign this Conservation Easement only to an assignee which agrees to continue to carry out 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 Internal Revenue Code, or successor provisions, and the regulations thereunder. Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement, having purposes similar to those of the Grantee which encompass those of this Conservation Easement.
- 5.2 <u>Notice.</u> Grantors agree to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this

#### Conservation Easement.

5.3 <u>Inspection.</u> Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, and, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

#### 5.4 Extinguishment.

- (a) Grantors and Grantee acknowledge that the granting of this Conservation Easement constitutes the donation to Grantee of a fully vested interest in the Property.
- (b) If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, Grantors and Grantee agree to divide the proceeds in proportions equal to the fair market value of their interests in the Property as of the date of execution of this Conservation Easement, unless the laws of New York provide otherwise. For purposes of this subparagraph (b), Grantors and Grantee agree that the value of the Grantee's interest on the date of execution of this Conservation Easement shall equal the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. Grantee agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.
- (c) If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by Grantors or their successors, Grantors shall pay to Grantee the greater of the amount specified in Subparagraph (b) above or the fair market value of the Conservation Easement on the date of judicial extinguishment, as determined by an independent appraisal, the cost of which shall be divided equally between Grantors and Grantee.
- 5.5 Existing Conditions. This Conservation Easement is granted subject to any existing conditions currently shown on the map attached as Exhibit "B" or on photographs taken at or near the time this Conservation Easement is granted and 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.

Tucker Taylor
Thorn Taylor

DUTCHESS LAND CONSERVANCY, INC. a New York not-for-profit corporation

By: Ira A. Stern, Executive Director

R & R QUARTARARO & QUARTARARO 9 CANNON STREET POUGHKEEPSIE, N.Y. 12001 STATE OF NEW YORK )

PALLAS COUNTY SS.:

DUTCHESS COUNTY )

On the  $2\ell^{th}$  day of MARCH, 1994, before me personally came Tucker Taylor to me known to me to be the individual described herein, and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public Superior Expires 05-24-1996

STATE OF NEW YORK )

ss.:

DUTCHESS COUNTY

on the 21 day of Mark , 1994, before me personally came Thorn Taylor to me known to me to be the individual described herein, and who executed the foregoing instrument and acknowledged that he executed the same.

ANM GIFFORD

NOTARY PUBLIC, State of New York

Qualified in Directiess County

Commission Express March 30, 1924

Commission Express March 30, 1924

STATE OF NEW YORK)

SS.:

DUTCHESS COUNTY

On the day of June, 1994, before me personally came Ira Stern to me known who, being by me duly sworn, did depose and say that he resides at Accord, New York, that he is the Executive Director of the Dutchess Land Conservancy, Inc., the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

 All those certain pieces or parcels of land situate in the Town of Washington, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point marked by a steel pin set at the southerly assumed roadlines of Deep Hollow Road, said point marking the northwesterly corner of the herein described parcel and the northeasterly corner of lands of Frenzel, described in Liber 1422 of deeds at page 110; thence along the southerly assumed roadline of Deep Hollow Road S 60-21-55 E 484.06 feet, S 59-04-15 E 260.89 feet; S 63-16-15 E 350.54 feet and on a curve to the right having a radius of 35.00 feet and are length of 51.55 feet to a point in the westerly assumed roadline at North Tower Hill Road; thence along the same S 21-07-00 W 746.20 feet to the southeasterly corner of the herein described parcel; thence through the lands of the Estate of Herman G. Place, described in Liber 491 of deeds at page 493, along the meanline of wood and wire fence N 77-29-30 W 277.27 feet and N 76-48-10 W 688,42 feet to a spike set at the base of an 8 inch diameter tree; thence along lines of no physical bounds N 73-37-10 W 104.43 feet to a spike set in a 12 inch diameter maple tree, N 4-48-00 E 39.72 feet to a spike set in a 12 inch diameter maple tree and N7-24-30 E 90.79 feet to a steel pin set in the southerly end of a stonewall fence; thence along other lands of the Estate of Herman G. Place, described in Liber 522 of deeds at page 45 and Liber 618 of deeds at page 307 and along stonewall fence, in part, and wire fence N 19 deg. 18' 20" E 152.87 feet, N 19-43-28 E 471.00 feet, along stonewall fence N 18-24-08 E 196.61 feet to a steel pin set in the stonewall fence, being the northeasterly corner of lands of the Estate of Herman G. Place, described in Liber 618 of deeds at page 307 and the southeasterly corner of lands of Frenzel; thence along lands of Frenzel N 22-02-30 E 130.19 feet to the point or place of beginning.

PARCEL II Beginning at a point in the northerly assumed roadline of Deep Hollow Road, said point being the southeasterly corner of the herein described parcel and the southwesterly corner of lands of Belinda K. Kaye, described in Liber 1416 of deeds at page 92; thence along the northerly assumed roadline of Deep Hollow Road N 64-34-00 W 111.87 feet, N 60-12-00 W 185.80 feet, N 58-14-00 W 114.15 feet and N 60-24-10 W 308.03 feet to the southwesterly corner of the herein described parcel and the southeasterly corner of lands of St. Peter's Church of Lithgow; thence along the same and along a wood fence N 25-37-00 E 303.97 feet, N 64-49-00 W 81.90 feet to a large maple tree; thence along the cemetery N 58-09-00 W 134.00 feet to lands of Shanks, described in Liber 1185 of deeds at page 746; thence along the same and along and near a wire fence N 21-14-20 E 350.83 feet to a point, being the northeasterly corner of lands of Shanks and the northwesterly corner of landsof the herein described parcel and also being in the line of lands of Kaye; thence along lands of Kaye and lines of no physical bounds S 83-17-03 E1095.92 feet, S 24-05-37 W 475.49 feet, N 71-07-03 W 124.43 feet and S 22-15-57 W 580.60 feet to the point or place of beginning.

### EXHIBIT B

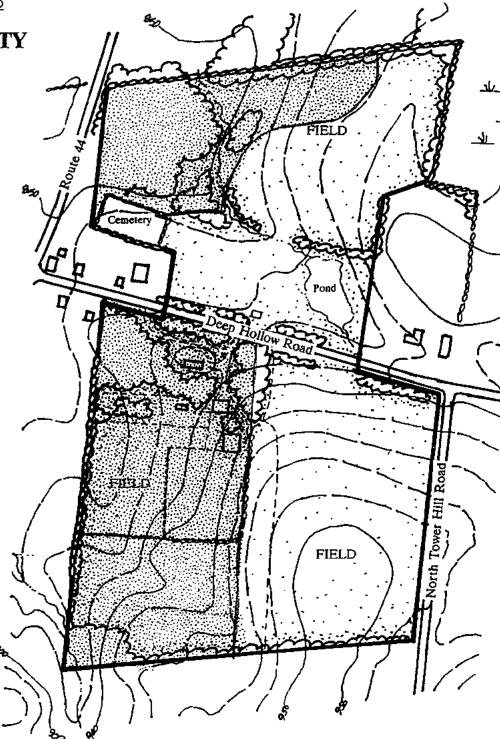
Conservation Easement Map

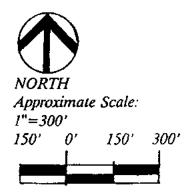
For The

TAYLOR PROPERTY

Deep Hollow Road Town of Washington Dutchess County, New York

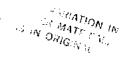
41.07 <u>+</u> Acres





LEGEND
Property Lines
USGS Contours
Existing Tree Lines
Existing Buildings

Shading Indicates acceptable "building envelopes"



### BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS



THIS INDENTURE, made the 24th day of June, two thousand and ten,

BETWEEN Katherine A. Couric, as surviving tenant by the entirety, 1155 Park Avenue, New York, New York, 10128

party of the first part, and James Florack and Tracey Kimmel, as tenants in common 50 Central Park West, New York, New York, 10023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00), 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 plot, piece or parcel of land, situate, lying and being in the Town of Washington, County of Dutchess and State of New York, bounded and described on Schedule A attached hereto:

BBING part of the premises conveyed by Tucker Taylor and Thorne Taylor to John P. Monahan III and Katherine A. Couric, Husband and wife, by deed dated May 15, 1996, and recorded in the Dutchess County Clerk's Office on May 22, 2010, in Liber 1979 of Deeds at Page 624.

EXCEPTING AND RESERVING to the Grantor in favor of that certain 15.84 acre parcel located on the Northeasterly side of Deep Hollow Road as shown on Map entitled Boundary Line Change between the Lands of John P. Monahan and Katherine A. Couric and the Lands of Belinda K. Kaye filed in the office of the Dutchess County Clerk as Map # 10527 on December 4, 1997, the rights set forth in section 3.3, Permitted Structures, (a) (i) and (a) (ii) in that certain Conservation Easement dated June 9, 1994, and recorded in the office of the Dutchess County Clerk on October

26

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and payment schedule. These figures are for illustrative purposes only. They reflect the rate now in effect NOT and LIEWSE TILE OUTUESS LUMBEL MUCH THURS OUT INSTRUCTIONS: http:// www.orps.state.ny.us or PHONE (518) 473-7222 REAL PROPERTY TRANSFER REPORT FOR COUNTY USE ONLY STATE OF NEW YORK C1. SWIS Code STATE BOARD OF REAL PROPERTY SERVICES C2. Date Doed Recorded | Month Day RP - 5217 PROPERTY INFORMATION | Deep Hollow Road 1. Property 677-697 12545 Washington 2. Buyer | Florack Kimmel Indicate where future Tax Bills are to be sent 3. Tax If other than buyer address (at bottom of form) Billing Address STREET NUMBER AND STREET NAME Part of a Parcel 4B. Subdivision Approval was Required for Transfer Katherine A. 6. Selfer Couric
Name LAST NAME / COMPANY LAST NAME / COMPAIN 7. Check the box below which most accurately describes the use of the property at the time of sale: 8. Ownership Type is Condominic 9. New Construction on Vacant Land Community Service E Agricultural A X One Family Residential I Industrial
K Public Service 10A. Property Located within an Agricultural District B 2 or 3 Family Residential 10B. Buyer received a disclosure notice indicating Residential Vacant Land Apartment Entertainment / Amusement L Forest D Non-Residential Vacant Land H 15. Check one or more of these conditions as applicable to transfer SALE INFORMATION 11, Sale Contract Date Sale Between Related Companies or Partners in Business One of the Buyers is also a Saller 12 Date of Sale / Transfer Deed Type not Warrenty or Bargain and Sale (Specify Below) Sale of Fractional or Less than Fee Interest (Specify Below) Significant Change in Property Between Taxable Status and Sale Dates Sale of Business is included in Sale Price Other Unusual Factors Affecting Sale Price (Specify Bolow) J X None .0,01 roperty included in the sale ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill 16. Year of Assessment Roll from [ X, X] 17. Total Assessed Value (of all perceis in transfer) 18. Property Class 2, 8 0 - 19. School District Name Millbrook CSD 20. Tax Map identifier(s) / Roll identifier(s) (if more than four, attach sheet with additional identifier(s)) Part of 6966-00493540 CERTIFICATION I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments. James A Florach and Toney Kimmel BUYER'S ATTORNEY by Wahal Sutts, POA STRET NUMBER STRET NAME WITER SALES NEW YORK NY 10023
SELLER
STATE ZEP CODE

SELLER

OLIVER TOWN OF R. NY 10023

DATE

OLIVER TOWN OF R. NY 10023

NEW YORK STATE COPY

THE word "party" shall be construed as if it 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:

Katherine A. Couric

STATE OF NEW YORK, COUNTY OF MED GOLD

ss:

On the Maday of June, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Katherine A. Couric, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RECORD AND RETURN TO:

Robert R. Butts 75 Washington Street Poughkeepsie, NY 12601 CAROL A. GRAVES
Notary Public, State of New York
No. 01-4649326
Qualified in Bronx County
Commission Expires July 31, 20

Number MAC-98867

ay.".

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Washington, County of Dutchess and State of New York, bounded and described as follows:

BEGINNING at a point marked by a steel pin set at the southerly assumed roadline of Deep Hollow Road, said point marking the northwesterly corner of the herein described parcel and the northeasterly corner of lands of Frenzel, described in Liber 1422 of deeds at page 110;

THENCE along the southerly assumed roadline of Deep Hollow Road South 60 degrees 21' 55" East 484.06 feet, South 59 degrees 04' 15" East 260.89 feet, South 63 degrees 16' 15" East 350.54 feet and on a curve to the right of radius 35.00 feet, an arc length of 51.55 feet to a point in the westerly assumed roadline at North Tower Hill Road;

THENCE along the same South 21 degrees 07' 00" West 746.29 feet to the southeasterly comer of the herein described parcel;

THENCE through the lands of the Estate of Herman G. Place, described in Liber 491 of deeds at page 493, along the meanline of wood and wire fence North 77 degrees 29' 30" West 277.27 feet and North 76 degrees 48' 10" West 688.42 feet to a spike set at the base of an 8 inch diameter maple tree;

THENCE along lines of no physical bounds North 73 degrees 37' 10" West 104.43 feet to a spike set in a 12 inch diameter maple tree, North 4 degrees 48' 00" East 39.72 feet to a spike set in a 12 inch diameter maple tree and North 7 degrees 24' 30" East 90.79 feet to a steel pin set in the southerly end of a stonewall fence;

THENCE along other lands of the Estate of Herman G. Place, described in Liber 522 of deeds at page 45 and Liber 618 of deeds at page 307 and along stonewall fence, in part, and wire fence North 19 degrees 18' 20" East 152.87 feet, North 19 degrees 43' 28" East 471.00 feet, along stonewall fence, North 18 degrees 24' 08" East 196.61 feet to a steel pin set in the stonewall fence, being the northeasterly corner of lands of the Estate of Herman G. Place, described in Liber 618 of deeds at page 307 and the southeasterly corner of lands of Frenzel;

THENCE along lands of Frenzel, North 22 degrees 02' 30" East 130.19 feet to the point or place of BEGINNING.

# Schedule A Description - continued

Title Number MAC-98867

Page

## ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING at a point in the southerly line of Deep Hollow Road marking the northwesterly comer of the herein described parcel, said point being in a stone

wall marking the westerly line of lands of Parshall; thence leaving said stone wall and along said roadline S 58 deg. 43' 44" E 484 06 feet, S 57 deg. 26' 04" E 260.89 feet, and S 61 deg. 38' 04" E 350.54

thence along the westerly line of North Tower Hill Road and along a curve to the right having a radius of 35.00 feet and an arc length of 51.55 feet, and S 22 deg. 45' 11" W 746.29 feet to an iron pin set marking the southeasterly corner of the herein described parcel, said iron pin being located N 01 deg. 45' W 29.17 feet

from a masonry nail in the face of utility pole #139203; thence leaving said roadline and along lands of Bagatta and along the remains of an old wood and wire fence in a hedge row, N 75 deg. 51' 19" W 277.27 feet, and N 75 deg. 09' 59" W 688.42 feet to a spike in the base of an 8" diameter

thence along lines of no physical bounds, N 71 deg. 58' 59" W 104.43 feet to a spike in a 12" diameter twin maple tree;

thence along the lands of Manpa, LLC, N 6 deg. 26' II" E 39.72 feet to a spike in a 12" diameter hornbeam tree, and N 9 deg. 02' 41" E 90.72 feet to an iron pin at the southerly end of a stone wall; thence along said stone wall N 20 deg. 56' 31" E 152.87 feet;

thence along lands of Yates and continuing in part along said stone wall and in part along the remains of an old wire fence N 21 deg. 21' 39" E 471.00 feet to a point near the southerly end of a stone wall;

thence along the same N 20 deg. 02' 19" E 196.61 feet; thence along the lands of said Parshall and continuing along said stone wall N 23 deg. 40' 41" E 130.19 feet to the point or place of beginning.

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and payment schedule. These figures are for illustrative purposes only. They reflect the rate now in effect NOT and LIEWSE TILE OUTUESS LUMBEL MUCH THURS OUT INSTRUCTIONS: http:// www.orps.state.ny.us or PHONE (518) 473-7222 REAL PROPERTY TRANSFER REPORT FOR COUNTY USE ONLY STATE OF NEW YORK C1. SWIS Code STATE BOARD OF REAL PROPERTY SERVICES C2. Date Doed Recorded | Month Day RP - 5217 PROPERTY INFORMATION | Deep Hollow Road 1. Property 677-697 12545 Washington 2. Buyer | Florack Kimmel Indicate where future Tax Bills are to be sent 3. Tax If other than buyer address (at bottom of form) Billing Address STREET NUMBER AND STREET NAME Part of a Parcel 4B. Subdivision Approval was Required for Transfer Katherine A. 6. Selfer Couric
Name LAST NAME / COMPANY LAST NAME / COMPAIN 7. Check the box below which most accurately describes the use of the property at the time of sale: 8. Ownership Type is Condominic 9. New Construction on Vacant Land Community Service E Agricultural A X One Family Residential I Industrial
K Public Service 10A. Property Located within an Agricultural District B 2 or 3 Family Residential 10B. Buyer received a disclosure notice indicating Residential Vacant Land Apartment Entertainment / Amusement L Forest D Non-Residential Vacant Land H 15. Check one or more of these conditions as applicable to transfer SALE INFORMATION 11, Sale Contract Date Sale Between Related Companies or Partners in Business One of the Buyers is also a Saller 12 Date of Sale / Transfer Deed Type not Warrenty or Bargain and Sale (Specify Below) Sale of Fractional or Less than Fee Interest (Specify Below) Significant Change in Property Between Taxable Status and Sale Dates Sale of Business is included in Sale Price Other Unusual Factors Affecting Sale Price (Specify Bolow) J X None .0,01 roperty included in the sale ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill 16. Year of Assessment Roll from [ X, X] 17. Total Assessed Value (of all perceis in transfer) 18. Property Class 2, 8 0 - 19. School District Name Millbrook CSD 20. Tax Map identifier(s) / Roll identifier(s) (if more than four, attach sheet with additional identifier(s)) Part of 6966-00493540 CERTIFICATION I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments. James A Florach and Toney Kimmel BUYER'S ATTORNEY by Wahal Sutts, POA STRET NUMBER STRET NAME WITER SALES NEW YORK NY 10023
SELLER
STATE ZEP CODE

SELLER

OLIVER TOWN OF R. NY 10023

DATE

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