



RECEIVED
OCT 25 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

FLORACK -
DLC
CONSERVATION
EASEMENT

COUNTY CLERK BY: MOK / _____
RECEIPT NO: R53217
BATCH RECORD: C00008

WILLIAM L. PAROLI, JR.
County Clerk



R & R QUARTARARO & QUARTARARO
9 CANNON STREET
POUGHKEEPSIE, N.Y. 12601

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is entered into this ^{9th} day of ^{June}, 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."

5'
6'
28
51
60
100

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, Directions, 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, agricultural, 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. Grant of Easement. Grantors grant to Grantee a perpetual Conservation Easement (the "Conservation Easement") over the Property which shall encumber the Property.

1.1 Purpose. 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 Implementation. 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. Restrictions Applicable to the Property. The following restrictions apply to the Property:

3.1 Subdivision. 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 Use. 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 Permitted Structures. 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 Fences. Fences that are normal and customary in the immediate vicinity may be erected, repaired, or replaced on the Property.

3.6 Chemicals. No pesticide, herbicide, or other chemical treatment for land, vegetation, or animals shall be used unless its use is legal.

3.7 Dumping and Storage. 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

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.

4.3 Waiver. 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 cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code. 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 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 Assignment. 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

Conservation Easement.

5.3 Inspection. 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.

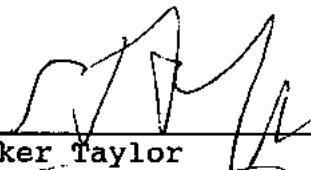
(a) Grantors and Grantee acknowledge that the granting of this Conservation Easement constitutes the donation to Grantee of a fully vested interest in the Property.

(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.

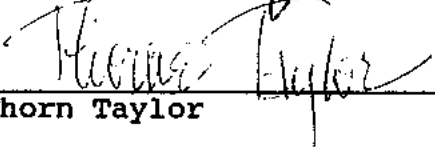
(c) If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by Grantors or their successors, Grantors shall pay to Grantee the greater of the amount specified in Subparagraph (b) above or the fair market value of the Conservation Easement on the date of judicial extinguishment, 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.

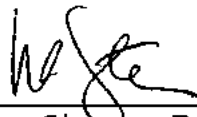


Tucker Taylor



Thorn Taylor

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

By: 

Ira A. Stern, Executive Director

R & R QUARTARARO & QUARTARARO
8 CANNON STREET
POUGHKEEPSIE, N.Y. 12001

Vertical text on the left margin, possibly a stamp or reference number.

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:

PARCEL I

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 arc 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

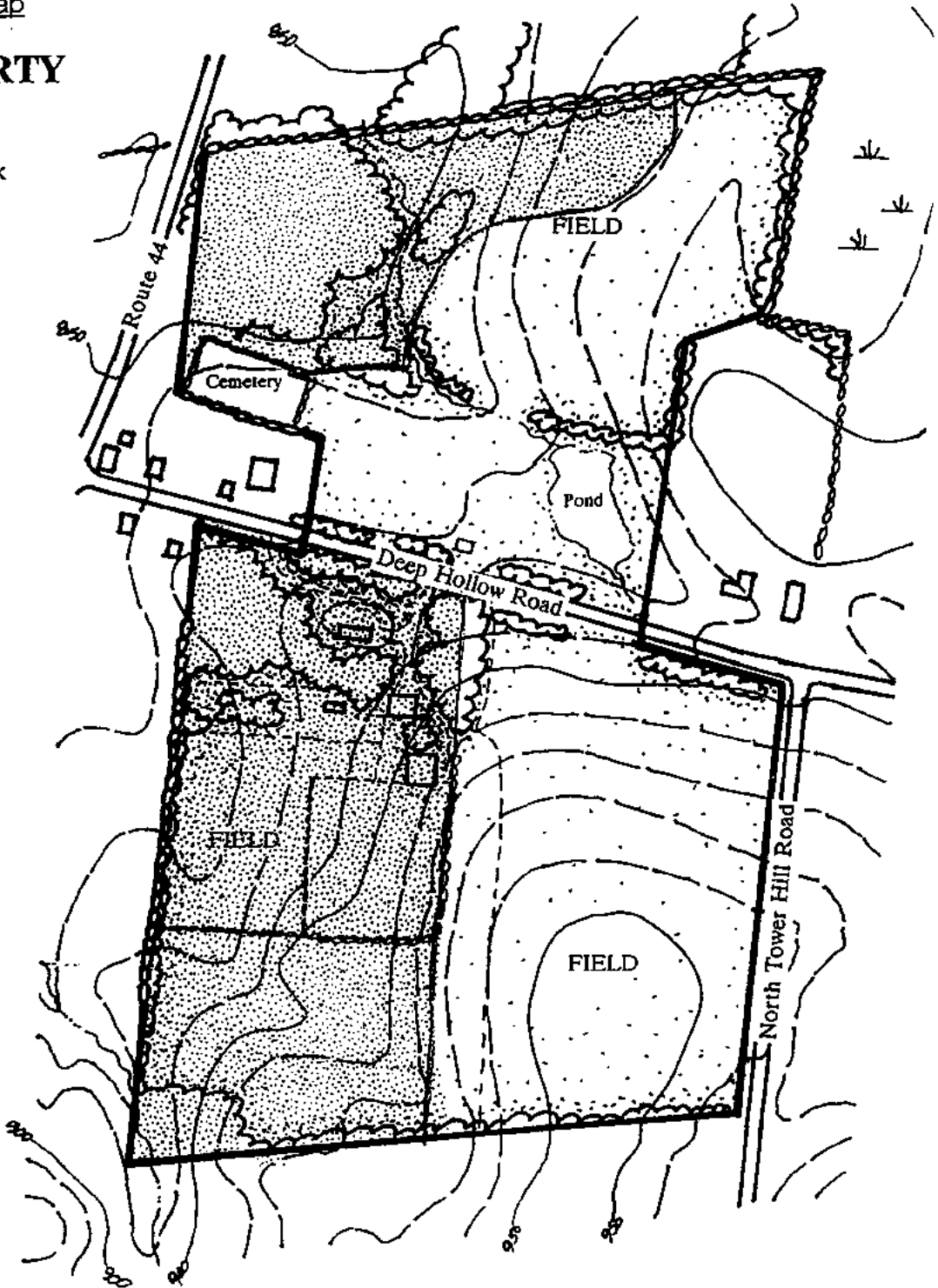
Beginning at a point in the northerly assumed roadline of Deep Hollow Road, said point being the southeasterly corner of the herein described parcel and the southwesterly corner of lands of Belinda K. Kaye, described in Liber 1416 of deeds at page 92; thence along the northerly assumed roadline of Deep 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 lands of 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 E 1095.92 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 ± Acres



NORTH

Approximate Scale:

1" = 300'

150' 0' 150' 300'



LEGEND

Property Lines

USGS Contours

Existing Tree Lines

Existing Buildings

Shading Indicates acceptable
"building envelopes"

REPRODUCTION IN
WHOLE OR PART
FROM ORIGINAL

1
**PROOF
OF
OWNERSHIP**

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

2
2

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

A. D.
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:

BEING 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

rate and payment schedule. These figures are for illustrative purposes only. They reflect the rate now in effect. NOT

PLEASE USE OR PRESS (WRITE YOUR PRINTING CITY) INSTRUCTIONS: [http:// www.orps.state.ny.us](http://www.orps.state.ny.us) or PHONE (518) 473-7222

6

FOR COUNTY USE ONLY

C1. SWIS Code _____
C2. Date Deed Recorded _____
C3. Book _____ C4. Page _____



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217
RP-5217 Rev 2/97

PROPERTY INFORMATION

1. Property Location: 677-697 Deep Hollow Road, Washington, NY 12545

2. Buyer Name: Florack, James A., Kimmel, Tracy

3. Tax Billing Address: _____

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR Part of a Parcel

5. Deed Property Size: _____

6. Seller Name: Couric, Katherine A.

7. Check the box below which most accurately describes the use of the property at the time of sale: A [X] One Family Residential, B [] 2 or 3 Family Residential, C [] Residential Vacant Land, D [] Non-Residential Vacant Land, E [] Agricultural, F [] Commercial, G [] Apartment, H [] Entertainment / Amusement, I [] Community Service, J [] Industrial, K [] Public Service, L [] Forest

SALE INFORMATION

11. Sale Contract Date: 05 / 28 / 2010

12. Date of Sale / Transfer: 6 / 24 / 2010

13. Full Sale Price: 2,000,000.00

14. Indicate the value of personal property included in the sale: _____

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken: 10

17. Total Assessed Value (of all parcels in transfer): 1789833

18. Property Class: 2.80-1, 19. School District Name: Millbrook CSD

20. Tax Map Identifier(s) / Roll 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. Florack and Tracy Kimmel
BUYER
by Robert R. Butts, POA 6/24/10

50 CENTRAL PARK W. APT 3A
STREET NUMBER STREET NAME (AFTER SALE)
New York NY 10023
CITY OR TOWN STATE ZIP CODE

Katherine A. Couric
SELLER
DATE

BUYER'S ATTORNEY

Butts Robert R.
LAST NAME FIRST NAME

845 471-1600
AREA CODE TELEPHONE NUMBER

NEW YORK STATE
COPY

26
27

3

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
Katherine A. Couric

STATE OF NEW YORK, COUNTY OF New York, SS:

On the 17th day 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.

Carol A. Graves
Notary Public

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, 2013

Schedule A Description

Number MAC-98867

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 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 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.

Continued On Next Page

Schedule A Description - continued

Title Number MAC-98867

ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING at a point in the southerly line of Deep Hollow Road marking the northwesterly corner 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 feet;

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 maple tree;

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' 11" 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.

rate and payment schedule. These figures are for illustrative purposes only. They reflect the rate now in effect. NOT

PLEASE USE OR PRESS (WRITE YOUR PRINTING CITY) INSTRUCTIONS: [http:// www.orps.state.ny.us](http://www.orps.state.ny.us) or PHONE (518) 473-7222

6

FOR COUNTY USE ONLY

C1. SWIS Code _____
C2. Date Deed Recorded _____
C3. Book _____ C4. Page _____



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217
RP-5217 Rev 2/97

PROPERTY INFORMATION

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2. Buyer Name: Florack, Kimmel, James A., Tracy

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5. Deed Property Size: _____

6. Seller Name: Couric, Katherine A.

7. Check the box below which most accurately describes the use of the property at the time of sale: A One Family Residential, B 2 or 3 Family Residential, C Residential Vacant Land, D Non-Residential Vacant Land, E Agricultural, F Commercial, G Apartment, H Entertainment / Amusement, I Community Service, J Industrial, K Public Service, L Forest

SALE INFORMATION

11. Sale Contract Date: 05 / 28 / 2010

12. Date of Sale / Transfer: 6 / 24 / 2010

13. Full Sale Price: 2,000,000.00

14. Indicate the value of personal property included in the sale: _____

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken: 10

17. Total Assessed Value (of all parcels in transfer): 178,983.33

18. Property Class: 2.80-1 19. School District Name: Millbrook CSD

20. Tax Map Identifier(s) / Roll 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. Florack and Tracy Kimmel
BUYER
by Robert R. Butts, POA 6/24/10

50 CENTRAL PARK W. APT 3A
STREET NUMBER STREET NAME (AFTER SALE)
New York NY 10023
CITY OR TOWN STATE ZIP CODE

Katherine A. Couric
SELLER
DATE

BUYER'S ATTORNEY

Butts Robert R.
LAST NAME FIRST NAME

845 471-1600
AREA CODE TELEPHONE NUMBER

NEW YORK STATE
COPY

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