

**STATE OF NEW YORK
COUNTY OF DUTCHESS
TOWN OF LA GRANGE**

**TOWN BOARD MEETING
April 24, 2013**

Present: Supervisor Joseph Luna
Councilman Edward Jessup
Councilman Gary Polhemus
Councilman Alan Bell
Councilman Andrew P. Dyal

Recording Secretary: Christine O'Reilly-Rao, Town Clerk

Others Present: Ron Blass, Esq. Van De Water & Van De Water
Wanda Livigni, Administrator of Public Works

The regular meeting of the Town Board was held on Wednesday, April 24, 2013, at 24 Firemen's Way, Town of LaGrange. Supervisor Luna called the meeting to order at 7:00 p.m. The Town Clerk led the flag salute.

Supervisor Luna asked for a moment of silence for the Boston bombing victims.

Mr. Luna asked for a motion to accept the minutes for April 10, 2013. Councilman Jessup moved to do so, seconded by Councilman Bell. The motion carried unanimously.

Correspondence

Mr. Luna stated that Susan Gilberti had tendered her resignation from the Public Safety Committee.

Councilman Jessup stated he would move to accept the resignation with regrets. Councilman Dyal seconded the motion and it carried.

State Senator Terry Gipson, who represents the 41st New York State Senate District, addressed the Board. He stated that he understands the financial constraints municipalities are facing and is studying how to implement mandate relief. He also asked for a letter of support for proposed legislation ("Good Neighbor Bill") which would address property maintenance on foreclosed or abandoned properties.

Supervisor Luna stated that the Town had successfully implemented legislation to address that issue. He added that two important issues that the Town faces are mandate relief and prevailing wage.

Mr. Luna stated that contractors for any public work jobs or repairs have told him that the Town could save 40% if there wasn't the constraint of paying prevailing wage. Senator Gipson stated that he would look into to those issues and asked if there were any infrastructure issues that needed to be addressed.

Ms. Livigni answered that the Town could use assistance in securing grants for water and sewer infrastructure.

Mr. Luna stated that the infrastructure is necessary for the Town to attract businesses and added that cities and villages seem to qualify for grants which the Town does not seem to be able to secure.

Senator Gipson thanked the Board for their input.
The Board thanked Senator Gipson for his time

Agenda Items

Mr. Luna offered a resolution for the acceptance of an Irrevocable Offer of Cession for Sleight Farm Phase 1; Road Dedication A. (SEE ADDENDUM)

Councilman Dyal seconded the motion and it carried.

Mr. Luna offered a resolution for the acceptance of an Irrevocable Offer of Cession for Frank Farm Phase 1; Road Dedication A. (SEE ADDENDUM)

Councilman Polhemus seconded the motion and it carried.

Mr. Luna asked for a motion to accept the dedication of Keith Drive in Sleight Farm Phase 1; Road Dedication A. (SEE ADDENDUM)

Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried.

Mr. Luna asked for a motion to accept the dedication of a portion of Ridgeline Drive in Frank Farm Phase 1; Road Dedication A. (SEE ADDENDUM)

Councilman Dyal so moved, seconded by Councilman Bell. The motion carried.

Mr. Luna asked for a motion to accept a drainage easement for Frank Farm Phase 3. (SEE ADDENDUM)

Councilman Jessup so moved, seconded by Councilman Bell. The motion carried.

Highway Superintendant Kelly requested approval to accept the bids for highway equipment. Councilman Polhemus read the bid list into the record. (SEE ADDENDUM)

Supervisor Luna commented that Superintendant Kelly has been working hard to save money.

Councilman Polhemus moved to approve the purchases seconded by Councilman Jessup. The motion carried.

Mr. Luna asked for a motion to approve a Settlement for a Tax Certiorari for Hudson Valley Resort. (SEE ADDENDUM)

Councilman Polhemus so moved, seconded by Councilman Bell. The motion carried.

Mr. Luna asked for a motion to approve a RFP for IT services. (SEE ADDENDUM)

Councilman Polhemus and Councilman Bell had worked with the Comptroller on the RFP.

Councilman Polhemus so moved, seconded by Councilman Jessup. The motion carried.

Mr. Luna asked for a motion to accept a proclamation for World-Wide Parkinson's Disease Awareness. (SEE ADDENDUM)

Councilman Jessup so moved, seconded by Councilman Dyal. The motion carried.

Mr. Luna asked for a motion to refund recreation fees for Providence Estates in the amount of \$8,000. (SEE ADDENDUM)

A brief discussion ensued.

Ms. Livigni explained that there had been a decrease in the number of lots the developer was building and which resulted in the request for the refund.

Councilman Jessup so moved, seconded by Councilman Polhemus. The motion carried.

Supervisor Luna asked for a motion to approve a transfer of Highway Department funds in the amount of \$5,100.00 from A/C 5130.4 (machinery contractual) to A/C 5130.2 (machinery equipment).

Councilman Polhemus so moved seconded by Councilman Bell. The motion carried.

Committee Reports

Water and Sewer

Councilman Dyal stated that there had been a water main break at Four Winds Drive in the Southwest District which had been repaired by Environmental Consultants on Monday.

Ms. Livigni added that the bolts on the water service saddle are rotting and the entire area needs to have the saddles dug up and replaced. She is working with Environmental Consultants to plan the work.

Recreation

Councilman Dyal reported that the Community Day flier will be mailed out at the end of the month. Registration for swimming and day camp will be held on May 9th from 6 to 8 pm at 24 Firemen's Way.

Open Space

Councilman Jessup stated that a meeting will be scheduled to focus on getting grant money. He added that he had spoken with Mr. Molinaro about the matter and that the County Executive had promised to help. Mr. Jessup had informed Mr. Molinaro that he would not give up on pursuing grant money for Open Space.

Mr. Luna asked if the barn on Sleight Farm property might possibly become a BOCES project. The materials from the large barn could be used to build a smaller one.

Highway

Councilman Polhemus stated that a meeting is scheduled for May 16th at 3:30pm. He added that the equipment on the bid list is very much needed.

Town Board Comments

Mr. Polhemus stated that the Assessor had finished working on all of the Agricultural exemptions. He added that it was a lot of work.

Mr. Luna agreed.

Public Comment

Councilman Jessup moved to open the Public Comment, seconded by Councilman Dyal. The motion was carried by all.

Ralph Rabasco asked about the RFP for IT support.

Supervisor Luna replied that the Town needs to streamline our existing system and get better IT service, possibly for less money.

Steve Mance of Environmental Consultants stated that a Town Center water main break had been repaired as well as the chlorine contact at Freedom Park.

Trash Bash will be held town wide this Saturday from 8 to 10 am, starting at LaGrange Middle School.

A student from the High School asked the definition of a tax certiorari.

Mr. Luna explained that when someone feels that their tax assessment is too high, they have it reviewed and sometimes it is reduced. Mr. Bell added that an assessment on a business is partially based on the value of the business and that in this particular case; the assessment was too high for the value of the business.

Councilman Dyal moved to close the Public Comment, seconded by Councilman Polhemus.

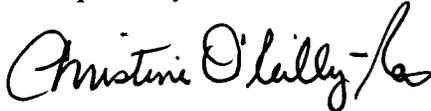
The motion was carried by all.

Mr. Luna asked for a motion to adjourn the meeting.

Councilman Bell so moved, seconded by Councilman Jessup. The motion carried unanimously.

The meeting adjourned at 7:40 p.m.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Resolution: Irrevocable Offer of Cession for Sleight Farm Phase 1; Road Dedication A
- Resolution: Irrevocable Offer of Cession for Frank Farm Phase 1; Road Dedication A
- Resolution: Dedication of Keith Drive (Sleight Farm Phase 1; Road Dedication A)
- Resolution: Dedication of a portion of Ridgeline Drive (Frank Farm Phase 1; Road Dedication A)
- Resolution: Frank Farm Phase 3 Drainage Easement
- Memo: Highway Equipment Bids
- Resolution: Tax Certiorari Hudson Valley Resort
- Proclamation: Parkinson's Disease Awareness
- RFP: IT Management Services
- Letter: Providence Estates

ACCEPTANCE OF IRREVOCABLE OFFER OF CESSION

SLEIGHT FARM SUBDIVISION, PHASE 1

Supervisor Luna introduced the following resolution which was seconded by Councilman Dyal as follows:

WHEREAS, on or about June 21, 2004, the LaGrange Planning Board approved a phased subdivision known as the Sleight Farm Subdivision in the Town of LaGrange, County of Dutchess, State of New York; and

WHEREAS, Phase 1 of the Sleight Farm Subdivision was filed as a subdivision plat with the Clerk of Dutchess County, New York as Map No. 10946D; and

WHEREAS, on or about May 25, 2006, the developer of the Sleight Farm Subdivision delivered to the Town of LaGrange an Irrevocable Offer of Cession of certain interests in real property for public use, said real property interests being more specifically, and separately, described on schedules annexed to the Irrevocable Offer of Cession; and

WHEREAS, the Irrevocable Offer of Cession was irrevocable, runs with the land, and binds all heirs, successors and assigns of the grantor of the Irrevocable Offer of Cession; and

WHEREAS, the Irrevocable Offer of Cession was recorded with the Clerk of Dutchess County on June 8, 2006 as Document No. 02-2006-4544; and

WHEREAS, the purpose of this resolution is to execute a formal acceptance of portions of the Irrevocable Offer of Cession with respect to those real property interests hereinafter set forth, as said interests were identified and formed a part of the aforesaid Irrevocable Offer of Cession.

NOW, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town Board of the Town of LaGrange hereby accepts the Irrevocable Offer of Cession described above for the Sleight Farm Subdivision, Phase 1 to the extent of:

PARCEL B1 Keith Drive
(see Exhibit "A" annexed hereto)

PARCEL B2 Ridgeline Drive (Phase 1 portion)
(see Exhibit "B" annexed hereto)

PARCEL B7 Utility Easement SS#15 (Phase 1 portion)
(see Exhibit "C" annexed hereto)

PARCEL B8 Utility Easement DR#17 on Lot 78
(see Exhibit "D" annexed hereto)

PARCEL B9 Utility Easement DR#18 on Lot 77
(see Exhibit "E" annexed hereto)

The foregoing resolution was duly put to a vote which resulted as follows:

Supervisor Luna	<u> AYE </u>
Councilman Jessup	<u> AYE </u>
Councilman Polhemus	<u> AYE </u>
Councilman Dyal	<u> AYE </u>
Councilman Bell	<u> AYE </u>

DATED: LaGrangeville, New York
~~March~~ , 2013 *Con*
April 24, 2013



Christine O'Reilly-Rao
Town Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF
KEITH DRIVE – SLEIGHT FARM
MA # 203127.00**

7/28/04

Revised 9/2/04

Revised 12/3/04

Revised 1/26/05

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the southerly line of Overlook Rd, said point being the northwesterly corner of Lot 157, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms – Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence southwesterly along the southeasterly line of Keith Drive the following seven (7) courses:

1. Along a curve to the left having a radius of 25.00' and arc length of 35.83 feet and a chord of South 88°53'03" West 32.84 feet,
2. South 47° 49' 15" West 230.67 feet,
3. along a curve to the left having a radius of 375.00' for a distance of 40.82 feet and a chord of South 44°42'10" West 40.80 feet,
4. South 41° 35' 05" West 443.49 feet,
5. along a curve to the left having a radius of 375.00' for a distance of 195.53 feet and a chord of South 26°38'51" West 193.32 feet,
6. South 11° 42' 36" West 457.45 feet and
7. along a curve to the right having a radius of 425.00' for a distance of 2.22 feet and a chord of South 11°51'35" West 2.22 feet,

to the southwesterly corner of Lot 78, as shown on aforementioned Filed Map No. ____, thence northwesterly crossing Keith Drive North 43° 21' 33" West 60.98 feet; thence northerly along the northwesterly line of Keith Drive the following ten (10) courses:

1. North 11° 42' 36" East 78.07 feet,
2. North 78° 17' 24" West 15.00 feet,
3. North 11° 42' 36" East 50.00 feet,
4. South 78° 17' 24" East 15.00 feet,
5. North 11° 42' 36" East 296.68 feet,
6. along a curve to the right having a radius of 425.00' for a distance of 221.60 feet and a chord of North 26°38'51" East 219.10 feet,
7. North 41° 35' 05" East 443.49 feet,
8. along a curve to the right having a radius of 425.00' for a distance of 46.26 feet and a chord of North 44°42'10" East 46.24 feet,
9. North 47° 49' 15" East 227.79 feet and
10. along a curve to the left having a radius of 25.00' for a distance of 38.98 feet and a chord of North 3°09'05" East 35.15 feet,

to a point on the Southerly line of Overlook Road, said point being the northeasterly corner of Lot 66; thence southeasterly crossing Keith Drive the following two (2) courses:

1. South 41° 31' 06" East 71.22 feet and

2. South 50° 03' 09" East 25.31 feet

to the point or place of BEGINNING. Containing 1.601 acres of land, more or less.

EXHIBIT B

This Indenture, made the day of ,

Between

SLEIGHT FARM LLC, a New York Limited Liability Company,
having a place for the transaction of business at 1401 Route 52,
Fishkill, New York 12524, grantor,

and

TOWN OF LAGRANGE, a municipal corporation having an office at
Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, grantee,

Witnesseth, that the grantor, in consideration of One Dollar, lawful money of the United States and other good and valuable consideration, paid by the grantee, does hereby grant and release unto the grantee, the successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of LaGrange, County of Dutchess and State of New York being more particularly described on Schedule "A" attached hereto and made a part hereof.

Being a portion of the same premises conveyed to the grantor herein by a certain deed from Carlyle Land L.P. 11 dated March 7, 2005 and recorded in the Dutchess County Clerk's Office on March 16, 2005 at Document No. 02-2005-2273. It is intended by this instrument to convey a parcel of land for street purposes to be known as Ridgeline Drive.

Together with a Temporary Easement to be exercised in, on or over the property delineated and hereinafter described for the purpose of maintaining thereon a temporary road way cul-de-sac and appurtenances. It is intended that the temporary right to use the cul-de-sac located at the end of Ridgeline Drive in Phase 1 of Sleight Farms Subdivision shall terminate upon the extension of Ridgeline Drive for the purpose of developing subsequent Phases of Sleight Farms Subdivision, as approved by Grantee herein.

The above described premises are conveyed subject to all easements, covenants and restrictions of record, to the extent that they are presently in force and effect.

Together with the appurtenances and all the estate and rights of the grantor in and to said premises.

**LEGAL DESCRIPTION OF
PHASE 1 - RIDGELINE DRIVE
SLEIGHT FARMS
MA # 203127.00**

8/2/04

Revised 9/2/04

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the northeasterly line of Ridgeline Drive, said point also being on the southeasterly side of Keith Drive, said point also being the southwesterly corner of Lot 114, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms – Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence along the following five (5) courses:

1. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South 3°24'55" East 35.36 feet,
2. South 48° 24' 55" East 22.62 feet,
3. along a curve to the left having a radius of 225.00' for a distance of 23.68 feet and a chord of South 45°24'03" East 23.66 feet,
4. South 42°23'11" East 1000.19 feet,
5. along a curve to the right having a radius of 775.00' for a distance of 159.07 feet and a chord of South 36°30'22" East 158.80 feet,

thence running northeasterly, southerly, and northwesterly around the temporary Ridgeline Drive terminus along the following three (3) courses:

1. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of South 53°54'35" East 23.72 feet,
2. along a curve to the right having a radius of 50.00' for a distance of 238.36 feet and a chord of South 59° 22'26" West 68.75 feet,
3. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of North 7°20'32" West 23.72 feet,

thence running northwesterly along the southwesterly line of Ridgeline Drive being parallel to and 50 feet, as measured at right angles, the northeasterly line the following five (5) courses:

1. along a curve to the left having a radius of 725.00' for a distance of 148.81 feet and a chord of North 36° 30' 22" West 148.55 feet,
2. North 42°23'11" West 1000.19 feet,
3. along a curve to the left having a radius of 175.00' for a distance of 18.41 feet and a chord of North 45°24'03" West 18.41 feet,

4. northwesterly North $48^{\circ}24'55''$ West 22.62 feet,
5. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South $86^{\circ}35'05''$ West 35.36 feet,

to the northerly corner of Lot 79, thence northeasterly crossing Ridgeline Drive North $41^{\circ}35'05''$ East 100.00 feet, to the point or place of BEGINNING. Containing 1.60 acres of land, more or less.

EXHIBIT C

UTILITIES EASEMENT - SANITARY SEWER AND WATER

THIS INDENTURE, made this ____ day of _____, 200__, between **SLEIGHT FARM LLC**, a New York Limited Liability Company, having a place for the transaction of business at 1401 Route 52, Fishkill, New York 12524 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Carlyle Land L.P. 11 dated March 7, 2005 and recorded in the Dutchess County Clerk's Office on March 16, 2005 at Document No. 02-2005-2273.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Sewer and Water Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the sewer and/or water mains and related facilities, including lines, pipes, hydrants, valves, meter facilities and appurtenances, or a combination thereof, for the

purpose of conveying and transporting sewage and/or municipal water on, over, under, across and through the real property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain a sewage disposal facility and/or a Water Facility on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or

shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

SLEIGHT FARM LLC

By: _____

**LEGAL DESCRIPTION OF
PHASE 1 - UTILITY EASEMENT #15
SLEIGHT FARMS**

MA # 203127.00

7/31/04

Revised 8/31/04

Revised 1/26/05

Revised 03/23/06 LGT

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the northeasterly line of Ridgeline Drive, said point being the southwesterly corner of Lot 113, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms – Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence northwesterly along the said northeasterly line North $42^{\circ}23'11''$ West 15.00 feet to a point; thence northeasterly through Lot 113 North $47^{\circ}36'49''$ East 135.00 feet to a point on the northeasterly line of Lots 113; thence southeasterly along the said northeasterly line of Lots 113 and 112 South $42^{\circ}23'11''$ East 30.00 feet to a point; thence southwesterly through Lot 112 South $47^{\circ}36'49''$ West 135.00 feet to a point on the northeasterly line of Ridgeline Drive; thence northwesterly along said northeasterly line of Ridgeline Drive North $42^{\circ}23'11''$ West 15.00 feet to the point or place of BEGINNING. Containing 0.095 acres of land, more or less.

EXHIBIT D

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this ____ day of _____, 200__, between **SLEIGHT FARM LLC**, a New York Limited Liability Company, having a place for the transaction of business at 1401 Route 52, Fishkill, New York 12524 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Carlyle Land L.P. 11 dated March 7, 2005 and recorded in the Dutchess County Clerk's Office on March 16, 2005 at Document No. 02-2005-2273.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on,

over, under, across and through the real property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and

materials; (4) shall do nothing in the Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

SLEIGHT FARM LLC

By: _____

**LEGAL DESCRIPTION OF
UTILITY EASEMENT #17 – SLEIGHT FARMS
MA # 203127.00
7/31/04
Revised 9/2/04**

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive, said point being North $11^{\circ}42'36''$ East 265.93 feet from the southwesterly corner of Lot 78, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms – Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence northeasterly along the easterly line of Keith Drive North $11^{\circ}42'36''$ East 32.25 feet to a point; thence through Lot 78 along the following three (3) courses:

1. North $80^{\circ}11'11''$ East 15.00 feet,
2. South $09^{\circ}48'49''$ East 30.00 feet and
3. South $80^{\circ}11'11''$ West 26.83 feet

to the point or place of BEGINNING. Containing 0.01 acres of land, more or less.

EXHIBIT E

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this ____ day of _____, 200__, between **SLEIGHT FARM LLC**, a New York Limited Liability Company, having a place for the transaction of business at 1401 Route 52, Fishkill, New York 12524 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Carlyle Land L.P. 11 dated March 7, 2005 and recorded in the Dutchess County Clerk's Office on March 16, 2005 at Document No. 02-2005-2273.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on,

over, under, across and through the real property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and

materials; (4) shall do nothing in the Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

SLEIGHT FARM LLC

By: _____

**LEGAL DESCRIPTION OF
UTILITY EASEMENT #18 – SLEIGHT FARMS
MA # 203127.00
7/31/04
Revised 9/2/04**

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive, said point being South $11^{\circ}42'36''$ West 150.27 feet from the northeasterly corner of Lot 77, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms – Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence southwesterly along the westerly line of Keith Drive South $11^{\circ}42'36''$ West 32.25 feet to a point; thence through Lot 77 along the following three (3) courses:

1. South $80^{\circ}11'11''$ West 30.00 feet,
2. North $09^{\circ}48'49''$ West 30.00 feet and
3. North $80^{\circ}11'11''$ East 41.83 feet

to the point or place of BEGINNING. Containing 0.02 acres of land, more or less.

This Indenture, made the 3rd day of April, 2013

Between

HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906, grantor,

and

TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, grantee,

Witnesseth, that the grantor, in consideration of One Dollar, lawful money of the United States and other good and valuable consideration, paid by the grantee, does hereby grant and release unto the grantee, the successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of LaGrange, County of Dutchess and State of New York being more particularly described on Schedule "A" attached hereto and made a part hereof.

Being a portion of the same premises conveyed to the grantor herein by a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289. It is intended by this instrument to convey a parcel of land for street purposes to be known as Keith Drive.

The above described premises are conveyed subject to all easements, covenants and restrictions of record, to the extent that they are presently in force and effect.

Together with the appurtenances and all the estate and rights of the grantor in and to said premises.

To have and to hold the premises herein granted unto the grantee, the successors and assigns of the grantee forever.

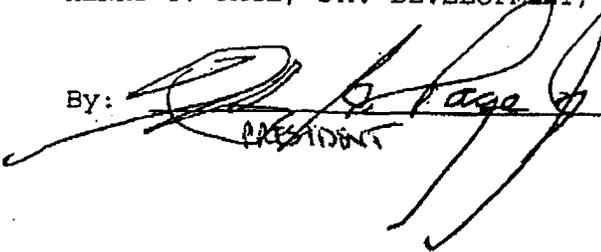
And the grantor covenants that the grantor has not done or suffered anything whereby the said premises has been incumbered in any way whatever.

This conveyance is subject to the trust fund provisions of Section Thirteen of the Lien Law.

In Witness Whereof, the undersigned has hereunto signed on the day and year first above written.

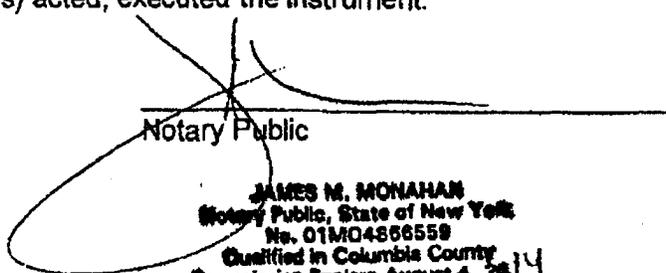
In Presence of:

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: 
PRESIDENT

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On the 3rd day of APRIL in the year 2013, before me, the undersigned, personally appeared HENRY G. PAGE, JR., 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.


Notary Public

JAMES M. MONAHAN
Notary Public, State of New York
No. 01M0486659
Qualified in Columbia County
Commission Expires August 4, 2014

RECORD AND RETURN TO:

Name: Van DeWater & Van DeWater, LLP

Address: Post Office Box 112
Poughkeepsie, New York 12602

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B1- KEITH DRIVE

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive at the southeasterly corner of Lot 1, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northerly along the westerly line of Keith Drive the following nine (9) courses:

1. North 37° 12' 23" East 62.07 feet,
2. along a curve to the left having a radius of 575.00' for a distance of 182.35 feet with a chord North 28°07'17" East 181.58 feet,
3. North 19° 02' 11" East 1072.16 feet,
4. along a curve to the left having a radius of 575.00' for a distance of 219.56 feet with a chord North 08°05'51" East 218.23 feet,
5. North 02° 50' 29" West 232.78 feet,
6. along a curve to the right having a radius of 500.00' for a distance of 334.25 feet with a chord North 16°18'34" East 328.06 feet,
7. North 35° 27' 38" East 210.20 feet,
8. along a curve to the left having a radius of 375.00' for a distance of 155.45 feet with a chord North 23°35'07" East 154.34 feet,
9. North 11° 42' 36" East 32.70 feet

to the northeast corner of Lot 44 as shown on aforementioned filed Map No. 10964E, thence easterly crossing Keith Drive South 43° 21' 33" East 60.98 feet to the easterly side of said Keith Drive; thence southerly along the easterly line of Keith Drive being parallel to and 50 feet, as measured at right angles, the westerly line of Keith Drive the following eight (8) courses:

1. along a curve to the right having a radius of 425.00' for a distance of 173.95 feet with a chord South 23°44'06" West 172.74 feet,
2. South 35° 27' 38" West 210.20 feet,
3. along a curve to the left having a radius of 450.00' for a distance of 300.82 feet with a chord South 16°18'34" West 295.25 feet,
4. South 02° 50' 29" East 232.78 feet,
5. along a curve to the right having a radius of 625.00' for a distance of 238.65 feet with a chord South 08°05'51" West 237.20 feet,
6. South 19° 02' 11" West 1072.16 feet,
7. along a curve to the right having a radius of 625.00' for a distance of 198.20 feet with a chord South 28°07'17" West 197.37 feet,
8. South 37° 12' 23" West 78.95 feet,

to a point being the southwest corner of Lot 61 as shown on aforementioned Filed Map No. 10964E, thence westerly crossing Keith Drive North 34°08'20" West 52.77 feet to the point of place of BEGINNING. Containing 2.87 acres of land, more or less.

ACCEPTANCE OF IRREVOCABLE OFFERS OF CESSION

FRANK FARMS SUBDIVISION, PHASE 1

Supervisor Luna introduced the following resolution which was seconded by Councilman Polhemus as follows:

WHEREAS, on or about June 21, 2004, the LaGrange Planning Board approved a phased subdivision known as the Frank Farms Subdivision in the Town of LaGrange, County of Dutchess, State of New York; and

WHEREAS, Phase 1 of the Frank Farms Subdivision was filed as a subdivision plat with the Clerk of Dutchess County, New York as Map No. 10946E; and

WHEREAS, on or about May 25, 2006, the developer of the Frank Farms Subdivision delivered to the Town of LaGrange an Irrevocable Offer of Cession of certain interests in real property for public use, said real property interests being more specifically, and separately, described on schedules annexed to the Irrevocable Offer of Cession; and

WHEREAS, the Irrevocable Offer of Cession was recorded with the Clerk of Dutchess County on June 8, 2006 as Document No. 02-2006-4547; and

WHEREAS, the Irrevocable Offer of Cession was irrevocable, runs with the land, and binds all heirs, successors and assigns of the grantor of the Irrevocable Offer of Cession; and

WHEREAS, on or about July 3, 2007, the developer of the Frank Farms Subdivision delivered to the Town of LaGrange a Supplemental Irrevocable Offer of Cession of certain interests in real property for public use, said real property interests being more specifically, and separately, described on Schedule B-17 annexed to the Supplemental Irrevocable Offer of Cession; and

WHEREAS, the Supplemental Irrevocable Offer of Cession was recorded with the Clerk of Dutchess County on July 18, 2007 as Document No. 02-2007-5038; and

WHEREAS, the Supplemental Irrevocable Offer of Cession was irrevocable, runs with the land, and binds all heirs, successors and assigns of the grantor of the Supplemental Irrevocable Offer of Cession; and

WHEREAS, on or about August 31, 2009, a successor of the developer of the Frank Farms Subdivision, i.e., TOLL LAND V LIMITED PARTNERSHIP, delivered to the Town of LaGrange another Supplemental Irrevocable Offer of Cession (the "Toll Supplemental Offer of Cession") of certain interests in real property for public use, said real property interests being more specifically, and separately, described within a drainage utility easement annexed to the Toll Supplemental Irrevocable Offer of Cession and encumbering lots 45-56 of Phase 1 of the Frank Farms Subdivision (the "Toll Drainage Easement; Lots 45-56"); and

WHEREAS, the Toll Supplemental Irrevocable Offer of Cession was recorded with the Clerk of Dutchess County on September 10, 2009 as Document No. 02-2009-4568; and

WHEREAS, the Toll Supplemental Irrevocable Offer of Cession was irrevocable, runs with the land, and binds all heirs, successors and assigns of the grantor of the Toll Supplemental Irrevocable Offer of Cession; and

WHEREAS, the purpose of this resolution is to execute a formal acceptance of (a) portions of the Irrevocable Offer of Cession with respect to those real property interests hereinafter set forth, as said interests were identified and formed a part of the aforesaid Irrevocable Offer of Cession, (b) the Supplemental Offer of Cession with respect to the real property interests therein set forth, as said interests were identified and formed a part of the Supplemental Irrevocable Offer of Cession, and (c) the Toll Supplemental Offer of Cession with respect to the real property interests therein set forth, as said interests were identified and formed a part of the Toll Supplemental Irrevocable Offer of Cession.

NOW, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town Board of the Town of LaGrange hereby accepts the Irrevocable Offer of Cession described above for the Frank Farms Subdivision, Phase 1 to the limited extent of:

PARCEL B1 Keith Drive
(see Exhibit "A" annexed hereto)

PARCEL B5 Sanitary Sewer and Water Easement SS#2
(Phase 1 Portion)
(see Exhibit "B" annexed hereto)

PARCEL B6 Utility Easement DR#4
(see Exhibit "C" annexed hereto)

PARCEL B7 Utility Easement DR#5
(see Exhibit "D" annexed hereto)

PARCEL B8 Utility Easement DR#6
(see Exhibit "E" annexed hereto)

PARCEL B9 Utility Easement DR#7
(see Exhibit "F" annexed hereto)

PARCEL B10 Utility Easement DR#8
(see Exhibit "G" annexed hereto)

PARCEL B11 Utility Easement DR#9
(see Exhibit "H" annexed hereto)

PARCEL B16 Utility Easement DR#14
(see Exhibit "I" annexed hereto)

2. The Town Board of the Town of LaGrange hereby accepts the Supplemental Irrevocable Offer of Cession described above for the Frank Farms Subdivision, Phase 1 to the extent of:

PARCEL B17-Utilities Easement - Sanitary Sewer, Water and Drainage Phase One - Lots 1, 2, and 3
(see Exhibit "J" annexed hereto)

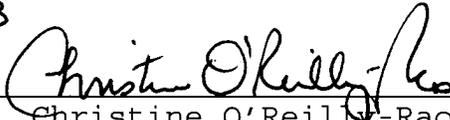
3. The Town Board of the Town of LaGrange hereby accepts the Toll Supplemental Irrevocable Offer of Cession described above for the Frank Farms Subdivision, Phase 1 to the extent of:

Toll Drainage Easement; Lots 45-56
(see EXHIBIT "K" annexed hereto)

The foregoing resolution was duly put to a vote which resulted as follows:

Supervisor Luna	<u>AYE</u>
Councilman Jessup	<u>AYE</u>
Councilman Polhemus	<u>AYE</u>
Councilman Dyal	<u>AYE</u>
Councilman Bell	<u>AYE</u>

DATED: LaGrangeville, New York
~~March~~ April, 2013 ~~Con~~
April 24, 2013



Christine O'Reilly-Rao
Town Clerk

EXHIBIT A

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B1- KEITH DRIVE

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive at the southeasterly corner of Lot 1, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northerly along the westerly line of Keith Drive the following nine (9) courses:

1. North 37° 12' 23" East 62.07 feet,
2. along a curve to the left having a radius of 575.00' for a distance of 182.35 feet with a chord North 28°07'17" East 181.58 feet,
3. North 19° 02' 11" East 1072.16 feet,
4. along a curve to the left having a radius of 575.00' for a distance of 219.56 feet with a chord North 08°05'51" East 218.23 feet,
5. North 02° 50' 29" West 232.78 feet,
6. along a curve to the right having a radius of 500.00' for a distance of 334.25 feet with a chord North 16°18'34" East 328.06 feet,
7. North 35° 27' 38" East 210.20 feet,
8. along a curve to the left having a radius of 375.00' for a distance of 155.45 feet with a chord North 23°35'07" East 154.34 feet,
9. North 11° 42' 36" East 32.70 feet

to the northeast corner of Lot 44 as shown on aforementioned filed Map No. 10964E, thence easterly crossing Keith Drive South 43° 21' 33" East 60.98 feet to the easterly side of said Keith Drive; thence southerly along the easterly line of Keith Drive being parallel to and 50 feet, as measured at right angles, the westerly line of Keith Drive the following eight (8) courses:

1. along a curve to the right having a radius of 425.00' for a distance of 173.95 feet with a chord South 23°44'06" West 172.74 feet,
2. South 35° 27' 38" West 210.20 feet,
3. along a curve to the left having a radius of 450.00' for a distance of 300.82 feet with a chord South 16°18'34" West 295.25 feet,
4. South 02° 50' 29" East 232.78 feet,
5. along a curve to the right having a radius of 625.00' for a distance of 238.65 feet with a chord South 08°05'51" West 237.20 feet,
6. South 19° 02' 11" West 1072.16 feet,
7. along a curve to the right having a radius of 625.00' for a distance of 198.20 feet with a chord South 28°07'17" West 197.37 feet,
8. South 37° 12' 23" West 78.95 feet,

to a point being the southwest corner of Lot 61 as shown on aforementioned Filed Map No. 10964E, thence westerly crossing Keith Drive North 34°08'20" West 52.77 feet to the point or place of BEGINNING. Containing 2.87 acres of land, more or less.

EXHIBIT B

UTILITIES EASEMENT - SANITARY SEWER AND WATER

THIS INDENTURE, made this ____ day of _____, 2013 between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Sewer and Water Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the sewer and/or water mains and related facilities, including lines, pipes, hydrants, valves, meter facilities and appurtenances, or a combination thereof, for the purpose of conveying and

transporting sewage and/or municipal water on, over, under, across and through the real property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines,

pipes, appurtenances and materials; (4) shall do nothing in the Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ . Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B5- UTILITY EASEMENT SS#2 (Phase One portion)

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive, said point being the northwesterly corner of Lot 61, as shown on a map entitled "Frank Farms -Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northerly along the road line along a curve to the left having a radius of 625.00' for a distance of 8.86 feet with a chord North 23°07'13" East 8.86 feet, thence southeasterly and southwesterly through Lots 60 and 61 the following five (5) courses:

1. South 71°47'56" East 62.40 feet,
2. South 21°12'00" East 180.86 feet,
3. South 07°00'23" West 278.13 feet,
4. South 34°10'15" East 169.26 feet,
5. South 71°47'20" East 13.13 feet,

to a point on the easterly line of Lot 75, thence southwesterly South 30°00'00" West 30.65 feet, to a point on the said easterly line, thence northwesterly and northeasterly along the following five (5) courses:

1. North 71°47'20" West 17.09 feet,
2. North 34°10'15" West 190.74 feet,
3. North 07°00'23" East 281.87 feet,
4. North 21°12'00" West 159.14 feet and
5. North 71°47'56" West 51.31 feet

To a point on the easterly line of Keith Drive; thence northerly along said road line along a curve to the left having a radius of 625.00' for a distance of 21.30 feet with a chord North 24°30'10" East 21.30 feet, to the point or place of BEGINNING. Containing 0.48 acres of land, more or less.

EXHIBIT C

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____, 2013, between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B6- UTILITY EASEMENT DR#4

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive, said point being the northwesterly corner of Lot 46 as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northeasterly along the easterly line of Keith Drive along a curve to the left having a radius of 425.00' for a distance of 15.06 feet with a chord North 30°30'02" East 15.06 feet, thence southeasterly, southerly and westerly through Lots 45 and 46 the following three (3) courses:

1. South 54°32'22" East 152.07 feet,
2. South 35°27'38" West 30.00 feet and
3. North 54°32'22" West 150.00 feet

to a point on the easterly line of Keith Drive; thence northeasterly along said road line along a curve to the left having a radius of 425.00' for a distance of 15.02 feet with a chord North 32°31'41" East to the point or place of BEGINNING. Containing 0.10 acres of land, more or less.

EXHIBIT D

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____, 2013, between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B7- UTILITY EASEMENT DR#5

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive, said point being the northwesterly corner of Lot 50, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence easterly along the northerly line of Lot 50 North $90^{\circ}00'00''$ East 30.04 feet; thence southeasterly and southwesterly through Lot 50 the following two courses:

1. South $02^{\circ}50'29''$ East 30.04 feet and
2. South $90^{\circ}00'00''$ West 30.04 feet

To a point on the easterly line of Keith Drive; thence northwesterly along said road line North $02^{\circ}50'29''$ West 30.04 feet to the point or place of BEGINNING. Containing 0.021 acres of land, more or less.

EXHIBIT E

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____, 2013, between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B8- UTILITY EASEMENT DR#6

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive at the southwesterly corner of Lot 53, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northeasterly along the easterly line of Keith Drive North 19°02'11" East 15.00 to point; thence northeasterly, southeasterly and southwesterly through Lot 53 and Lot 54 the following three (3) courses

1. South 70°57'49" East 120.00 feet,
2. South 19°02'11" West 30.00 feet,
3. North 70°57'49" West 120.00 feet,

To a point on the easterly line of Keith Drive; thence northeasterly along said road line North 19° 02'11" East 15.00 feet to the point or place of BEGINNING. Containing 0.083 acres of land, more or less.



EXHIBIT F

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____, 2013, between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B9- UTILITY EASEMENT DR#7

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive at the southwesterly corner of Lot 55, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northeasterly along the easterly line of Keith Drive North $19^{\circ}02'11''$ East 15.00 feet to a point; thence easterly and westerly through Lots 55 and 56 the following three (3) courses:

1. South $70^{\circ}57'49''$ East 30.00 feet,
2. South $19^{\circ}02'11''$ West 30.00 feet and
3. North $70^{\circ}57'49''$ West 30.00 feet

To a point on the easterly line of Keith Drive; thence northeasterly along said road line North $19^{\circ}02'11''$ East 15.00 feet, to the point or place of BEGINNING. Containing 0.021 acres of land, more or less.

EXHIBIT G

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____, 2013, between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B10- UTILITY EASEMENT DR#8

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive, said point being South 19°02'11" West 115.09 feet from the northeasterly corner of Lot 1, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence southerly along the westerly line of Keith Drive, South 19°02'11" West 30.00 feet to a point; thence westerly, northerly and easterly through Lot 1 the following three (3) courses:

1. North 70°57'49" West 30.00 feet,
2. North 19°02'11" East 30.00 feet and
3. South 70°57'49" East 30.00 feet

to the point or place of BEGINNING. Containing 0.021 acres of land, more or less.

EXHIBIT H

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____, 2013, between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B11- UTILITY EASEMENT DR#9

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the easterly line of Keith Drive, said point being along a curve having a radius of 625.00' for a distance of 21.30 feet from the northwesterly corner of Lot 61 as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence southeasterly, southerly and northwesterly through Lot 61 the following three (3) courses:

1. South 18°53'15" East 71.79 feet,
2. South 71°06'45" West 30.00 feet,
3. North 18°53'15" West 43.09 feet,

To a point on the easterly line of Keith Drive; thence northerly along said road line along a curve to the left having a radius of 625.00' for a distance of 41.52 feet with a chord North 27°22'57" East 41.52 feet, to the point or place of BEGINNING. Containing 0.039 acres of land, more or less.

EXHIBIT I

UTILITIES EASEMENT - DRAINAGE

THIS INDENTURE, made this _____ day of _____,
between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York
Corporation, having a place for the transaction of business at
29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter
"Grantor"), and the TOWN OF LAGRANGE, a municipal corporation
having an office at Town Hall, 120 Stringham Road,
LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of
property situate in the Town of LaGrange, Dutchess County, New
York, which property is more particularly described in a certain
deed from Henry Frank, Otto Frank, Walter Frank and Elinor
Haverkamp dated August 15, 1986 and recorded in the Dutchess
County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the
sum of One Dollar (\$1.00) paid by Grantee, receipt of which is
hereby acknowledged, does hereby grant and release unto the
Grantee, its successors and assigns forever, a Permanent Non-
Exclusive Drainage Easement and Right-of-Way to enter upon and
lay, construct, install, operate, clear, clean, maintain,
repair, alter, expand, replace and inspect the Drainage Easement
and related facilities, including lines, pipes, and
appurtenances, or a combination thereof, for the purpose of
draining water on, over, under, across and through the real

property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the

Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: _____

TOWN OF LAGRANGE

By: _____ Supervisor

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B16- UTILITY EASEMENT DR#14

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

Beginning at a point South 34°08'20" East 130.39 feet from the southwesterly corner of Lot 61 on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence southeasterly, northeasterly and northwesterly along the following three (3) courses:

1. South 34°33'37" East 166.68 feet,
2. South 34°10'15" East 53.26 feet,
3. North 06°37'15" East 177.21 feet, and
4. North 87°54'06" West 145.00 feet,

To a point or place of BEGINNING. Containing 0.29 acres of land, more or less.

EXHIBIT J

UTILITIES EASEMENT - SANITARY SEWER, WATER AND DRAINAGE
PHASE ONE - LOTS 1, 2 AND 3

THIS INDENTURE, made this 3 day of July, 2007 between HENRY G. PAGE, JR. DEVELOPMENT, LTD, a New York Corporation, having a place for the transaction of business at 29 Firemen's Way, Poughkeepsie, New York 12906 (hereinafter "Grantor"), and the TOWN OF LAGRANGE, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter "Grantee").

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described in a certain deed from Henry Frank, Otto Frank, Walter Frank and Elinor Haverkamp dated August 15, 1986 and recorded in the Dutchess County Clerk's Office on August 26, 1986 in Liber 1717 cp 289.

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Sewer, Water and Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the sewer and/or water and/or drainage mains and related facilities, including lines, pipes, manholes, hydrants, valves, meter facilities and appurtenances, or a combination thereof, for the

purpose of conveying and, transporting sewage municipal water and/or storm or surface water across and through the real property described in "Schedule A" annexed hereto (the "Easement Premises").

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain water, sewer, and drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make, construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any

trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances and materials; (4) shall do nothing in the Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

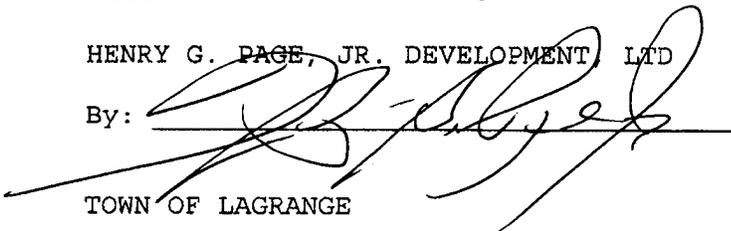
All areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

HENRY G. PAGE, JR. DEVELOPMENT, LTD

By: 

TOWN OF LAGRANGE

7/3/07

By: Jon Wagner, Supervisor

Schedule A

COMMON UTILITY EASEMENT #1

FRANK FARM - PHASE ONE

T/O OF LAGRANGE

MA# 203127

4/25/07

ALL that certain parcel of land situate in the Town of Lagrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive, said point being South 19° 02' 11" West 27.55 feet from the southeasterly corner of Lot 4 as shown on a map entitled "Frank Farms - Phase One" and filed in the Dutchess County Clerk's Office as Map No. 10964E; thence southerly along said road line South 19° 02' 11" West 22.45 feet to a point, said point being the corner between Lot 3, to the north and Lot 2, to the south as shown on said Filed Map No. 10964E; thence southerly along said road line South 19° 02' 11" West 7.85 feet to a point; thence northwesterly and southwesterly through said Lot 2 the following two (2) courses:

1. North 78° 57' 43" West 174.72 feet and
2. South 12° 27' 24" West 17.96 feet,

to a point, said point being located on the northerly line of Lot 1 as shown on said Filed Map No. 10964E; thence northwesterly along the northerly line of said Lot 1 North 70° 57' 49" West 226.24 feet to a point; thence northeasterly and southeasterly through said Lot 2 the following three (3) courses:

1. North 19° 59' 45" East 47.24 feet
2. South 70° 00' 15" East 90.03 feet and
3. North 19° 02' 11" East 4.28 feet

to a point, said point being located on the southerly line of said Lot 3; thence southeasterly along the southerly line of said Lot 3 South 70° 57' 49" East 146.62 feet to a point, said point being distant South 70° 57' 49" East 159.77 feet to the corner of said Lot 3, to the north, and of said Lot 2, to the south; thence southeasterly through said Lot 3 South 78° 57' 43" East 161.34 feet

to the point or place of BEGINNING and containing 0.371 acres of land, more or less.

EXHIBIT K

UTILITY EASEMENT – DRAINAGE

THIS INDENTURE, made this 6th day of May, 2009, between **TOLL LAND V LIMITED PARTNERSHIP**, a New York Limited Partnership, with an office at 60 Merritt Boulevard, Suite 100, Fishkill, New York, 12524 (hereinafter “Grantor”), and the **TOWN OF LAGRANGE**, a municipal corporation having an office at Town Hall, 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter “Grantee”).

WHEREAS, Grantor is the owner of a certain parcel of property situate in the Town of LaGrange, Dutchess County, New York, which property is more particularly described as Lots 45 through 56 as shown on the Final Subdivision Plan known as “Frank Farm Subdivision,” prepared by Morris Engineers, last revised August 18, 2006, filed on August 22, 2006 as Map #10964E in the Dutchess County Clerk’s Office,

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged, does hereby grant and release unto the Grantee, its successors and assigns forever, a Permanent Non-Exclusive Drainage Easement and Right-of-Way to enter upon and lay, construct, install, operate, clear, clean, maintain, repair, alter, expand, replace and inspect the Drainage Easement and related facilities, including lines, pipes, swales, grading and appurtenances, or a combination thereof, for the purpose of draining water on, over, under, across and through the real property in “Schedule A”, or more particularly described as “Proposed Utility Easement Through Lots 45 to 56” Plans as prepared by Eastern States Engineering, last revised 4/9/09, annexed hereto (the “Easement Premises”).

The Easement granted herein conveys the right, but not the obligation, to construct, operate and maintain drainage improvements on the Easement Premises. The Grantor also hereby grants and conveys unto the Grantee all the Grantor's right, title and interest in and to the lines, pipes, appurtenances, swales, grading and materials installed or placed on the Easement Premises.

The Grantor shall reserve the right to use and enjoy the lands in a manner not inconsistent with the easement rights set forth herein, provided that the Grantor shall not make construct or place or permit to be made, constructed or placed, any excavation, change of grade, water impoundment, tree, or other obstruction within the Easement Premises, without prior written notification to the Grantee of the use, construction or placement so that the Grantee may make proper objections and other efforts to safeguard its property and improvements constructed in the Easement Premises.

AND the Grantor hereby covenants that the Grantor: (1) is seized of the Easement Premises in fee simple and has good right to convey these easements; (2) shall not erect any buildings, walls, fences, structures or other improvements, or plant any trees or shrubs on the Easement Premises; (3) shall not interfere with or cause injury or damage to said lines, pipes, appurtenances, swales, grading and materials; (4) shall do nothing in the Easement Premises which would prevent, impede or disturb the full use and intended purpose of this easement by the Grantee; and (5) shall execute and deliver any further documents necessary to assure the easement granted herein to the Grantee.

ALL areas of Grantor's property disturbed by Grantee in the exercise of the rights conferred herein shall be restored by Grantee as close to the condition that existed prior to the disturbance as is reasonably practicable, except that Grantee shall not

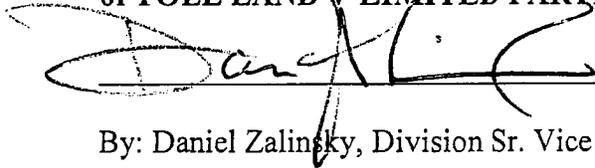
be responsible for the restoration of any signs or structures placed by Grantor on the Easement Premises.

This grant shall run with the land and shall be binding upon the Grantor and Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD the Easement Premises herein granted unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above.

**TOLL PEPPERTREE INC. as General Partner
of TOLL LAND V LIMITED PARTNERSHIP**



A handwritten signature in black ink, appearing to read "Daniel Zalinsky", is written over a horizontal line. The signature is stylized and somewhat cursive.

By: Daniel Zalinsky, Division Sr. Vice President

TOWN OF LAGRANGE

By: John J. Wagner, Supervisor

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On the 16 day of May in the year 2009, before me, the undersigned, personally appeared Daniel Zalvesty, 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.

Notary Public



LISA A. CLEARY
Notary Public State of New York
No. 01CL5082385
Qualified in Dutchess County
Commission Expires 7-29-09

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On the _____ day of _____ in the year 200__, before me, the undersigned, personally appeared JOHN J. WAGNER, 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 the person upon behalf of which the individual acted, executed the instrument.

Notary Public



ESE CONSULTANTS, INC.
THE PERRYVILLE CORPORATE CENTER III
P.O. BOX 4002
CLINTON, NJ 08809
PHONE (908) 638-5270
FAX (908) 638-5214

April 9, 2009

DESCRIPTION
PROPOSED UTILITY EASEMENT
THROUGH LOTS 45 TO 56
THE HILLS AT LAGRANGE (FRANK FARM SUBDIVISION)
TO BE CONVEYED TO THE TOWN OF LAGRANGE

Beginning at a point in Lot 45 at the corner of an existing utility easement, as shown on a map entitled "OVERALL SUBDIVISION PLAT FOR FRANK FARM – PHASE ONE", sheets 1-3, revised dated 7/10/07, prepared by Morris Associates P.S., LLC & Gray Engineering, P.C. and filed in the Dutchess County Clerk's Office on 7/18/07 as Filed Map No. 10964H, Sheets 1-3; Said Point of Beginning being the following (2) courses from a point on the Easterly Right of Way line of Keith Drive at the corner common to Lot 45 and Lot 46,

- A. Along a line common to Lot 45 and lot 46, South 54 degrees 32 minutes 22 seconds East, 150.77 feet; thence
 - B. Through Lot 45, North 35 degrees 27 minutes 38 seconds East, 15.00 feet to the aforementioned Point of Beginning; thence
1. Through Lot 45, South 54 degrees 32 minutes 22 seconds East, 83.62 feet to the conservation easement line on lot 45; thence
 2. Continuing with said line South 11 degrees 39 minutes 32 seconds West 16.39 feet to a point on a line common to lots 45 and 46, thence
 3. Continuing through Lot 46 along the conservation easement line, South 35 degrees 27 minutes 38 seconds West, 118.07 feet to a point on a line common to Lot 46 and Lot 47; thence
 4. Continuing along said common line North 54 degrees 32 minutes 22 seconds West, 8.98 feet; thence
 5. Continuing on a line through Lot 47 South 57 degrees 53 minutes 30 seconds West, 134.34 feet to a point on a line common to Lot 46 and lot 47; thence
 6. Along said line common to Lot 47 and Lot 48, South 55 degrees 08 minutes 02 seconds East, 3.16 feet; thence through Lot 48 the following (2) courses:
 7. South 16 degrees 32 minutes 08 seconds West, 64.73 feet; thence
 8. South 10 degrees 40 minutes 59 seconds West, 40.72 feet to a point on a line common to Lot 48 and Lot 49; thence
 9. Along said line common to Lot 48 and Lot 49, South 78 degrees 19 minutes 57 seconds East, 2.69 feet; thence through Lot 49 the following (2) courses:
 10. South 11 degrees 45 minutes 35 seconds East, 38.79 feet; thence
 11. South 03 degrees 17 minutes 20 seconds East, 80.05 feet to a point on a line common to Lot 49 and Lot 50; thence
 12. Along said line common to Lot 49 and Lot 50, North 90 degrees 00 minutes 00 seconds East, 18.68 feet to a point on a Conservation Easement line; thence

Corporate Office

Horsham, PA
215-914-2050

Regional Offices

Newtown, CT
203-364-9300

Fishkill, NY
845-897-8900

13. Through Lot 50 and along said Conservation Easement line, South 06 degrees 43 minutes 26 seconds East, 124.60 feet to a point on a line common to Lot 50 and Lot 51; thence
14. Along said line common to Lot 50 and Lot 51, South 90 degrees 00 minutes 00 seconds West, 5.53 feet; thence
15. Through Lot 51, South 05 degrees 56 minutes 11 seconds West, 147.81 feet to a point on a line common to Lot 51 and Lot 52; thence
16. Along said line common to Lot 51 and Lot 52, North 90 degrees 00 minutes 00 seconds East, 0.99 feet; thence through Lot 52 the following (2) courses:
17. South 15 degrees 39 minutes 29 seconds East, 65.78 feet to a point on a Conservation Easement line; thence
18. Along said Conservation Easement line, South 17 degrees 01 minutes 43 seconds West, 116.03 feet; thence
19. Continuing through Lot 52 and through Lot 53, South 52 degrees 05 minutes 51 seconds West, 62.02 feet; thence continuing through Lot 53 the following (2) courses:
20. South 06 degrees 05 minutes 28 seconds West, 71.11 feet; thence
21. South 43 degrees 25 minutes 43 seconds West, 83.09 feet to a point on a line common to Lot 53 and Lot 54; thence
22. Along said line common to Lot 53 and Lot 54, South 70 degrees 57 minutes 49 seconds East, 7.05 feet; thence through Lot 54 the following (3) courses:
23. South 06 degrees 05 minutes 40 seconds East, 54.89 feet; thence
24. South 48 degrees 12 minutes 01 seconds West, 70.97 feet; thence
25. South 28 degrees 25 minutes 43 seconds West, 28.72 feet to a point along a line common to Lot 54 and Lot 55; thence
26. Along said line common to Lot 54 and Lot 55, North 70 degrees 57 minutes 49 seconds West, 0.38 feet; thence through Lot 55 the following (2) courses:
27. South 21 degrees 31 minutes 42 seconds West, 98.19 feet; thence
28. South 46 degrees 30 minutes 10 seconds West, 47.22 feet to a point on a line common to lot 55 and Lot 56; thence:
29. Along said line common to Lot 55 and Lot 56, North 70 degrees 57 minutes 49 seconds West, 7.74 feet; thence through Lot 56 the following (2) courses:
30. South 06 degrees 54 minutes 39 seconds East, 85.02 feet to a point on a Conservation Easement line; thence
31. Along said Conservation Easement line, South 19 degrees 02 minutes 11 seconds West, 63.55 feet to point on a line common to Lot 56 and Lot 57; thence
32. Along said line common to Lot 56 and Lot 57, North 70 degrees 57 minutes 49 seconds West, 30.00 feet; thence through Lot 56 the following (3) courses:
33. North 19 degrees 02 minutes 11 seconds East, 56.64 feet; thence
34. North 06 degrees 54 minutes 39 seconds West, 76.02 feet; thence
35. North 70 degrees 57 minutes 49 seconds West, 81.74 feet; thence
36. Continuing through Lot 56 and through Lot 55 along an existing utility easement, North 19 degrees 02 minutes 11 seconds East, 30.00 feet; thence continuing through Lot 55 the following (3) courses:
37. South 70 degrees 57 minutes 49 seconds East, 89.53 feet; thence
38. North 46 degrees 30 minutes 10 seconds East, 39.27 feet; thence
39. North 21 degrees 31 minutes 42 seconds East, 90.25 feet to a point on a line common to Lot 55 and Lot 54; thence through Lot 54 the following (4) courses:
40. North 28 degrees 25 minutes 43 seconds East, 38.91 feet; thence
41. North 48 degrees 12 minutes 01 seconds East, 60.81 feet; thence

42. North 06 degrees 05 minutes 40 seconds West, 37.01 feet; thence
43. North 70 degrees 57 minutes 49 seconds West, 41.83 feet; thence
44. Continuing through Lot 54 and through Lot 53 along an existing utility easement, North 19 degrees 02 minutes 11 seconds East, 30.00 feet; thence continuing through Lot 53 the following (3) courses:
 45. South 70 degrees 57 minutes 49 seconds East, 34.74 feet; thence
 46. North 43 degrees 25 minutes 43 seconds East, 70.09 feet; thence
 47. North 06 degrees 05 minutes 28 seconds East, 73.71 feet; thence
48. Continuing through Lot 53 and through Lot 52, North 52 degrees 05 minutes 51 seconds East, 65.27 feet; thence continuing through Lot 52 the following (2) courses:
 49. North 17 degrees 01 minutes 43 seconds East, 97.75 feet; thence
 50. North 15 degrees 39 minutes 29 seconds West, 65.39 feet to a point on a line common to Lot 52 and Lot 51; thence
51. Through Lot 51, North 05 degrees 56 minutes 11 seconds East, 147.81 feet to a point on a line common to Lot 51 and lot 50; thence
52. Along said line common to Lot 51 and Lot 50, North 90 degrees 00 minutes 00 seconds East, 5.48 feet; thence through Lot 50 the following (3) courses:
 53. North 06 degrees 43 minutes 26 seconds West, 94.39 feet; thence
 54. South 90 degrees 00 minutes 00 seconds West, 177.69 feet; thence
 55. Along an existing utility easement, North 02 degrees 50 minutes 29 seconds West, 30.04 feet to a point on a line common to Lot 50 and Lot 49; thence
56. Along said line common to Lot 50 and Lot 49, North 90 degrees 00 minutes 00 seconds East, 157.12 feet; thence through Lot 49 the following (2) courses:
 57. North 03 degrees 17 minutes 20 seconds West, 76.10 feet; thence
 58. North 11 degrees 45 minutes 35 seconds West, 49.57 feet to a point on a line common to Lot 49 and Lot 48; thence through Lot 48 the following (3) courses:
 59. North 10 degrees 40 minutes 59 seconds East, 41.74 feet; thence
 60. North 16 degrees 32 minutes 08 seconds East, 44.59 feet; thence
 61. North 55 degrees 08 minutes 02 seconds West, 160.25 feet to a point on the aforementioned Easterly Right of Way line of Keith Drive; thence
 62. Northerly, along said Easterly Right of Way line on the arc of a curve to the right having a radius of 450.00, an arc length of 30.02 feet, and a central angle of 03 degrees 49 minutes 21 seconds, the chord of which bears North 32 degrees 57 minutes 17 seconds East, distant 30.02 feet to the corner common to Lot 48 and Lot 47; thence
63. Along a line common to Lot 48 and Lot 47, South 55 degrees 08 minutes 02 seconds East, 147.15 feet; thence through Lot 47:
 64. North 57 degrees 53 minutes 30 seconds East, 134.70 feet; to a point on a line common to Lot 47 and Lot 46; thence
 65. Continuing along said line South 54 degrees 32 minutes 22 seconds East, 11.43 feet; thence through Lot 46 the following (2) courses:
 66. North 35 degrees 27 minutes 38 seconds East, 103.07 feet; thence
 67. North 54 degrees 32 minutes 22 seconds West, 60.24 feet; thence
 68. Continuing through Lot 46 and through Lot 45 along an existing utility easement, North 35 degrees 27 minutes 38 seconds East, 30.00 feet to the first mentioned point and place of beginning.

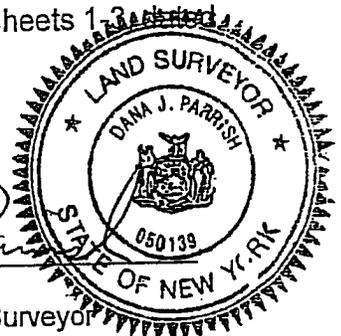
Containing 1.463 acres, more or less.

Subject to all legal easements and restrictions of record.

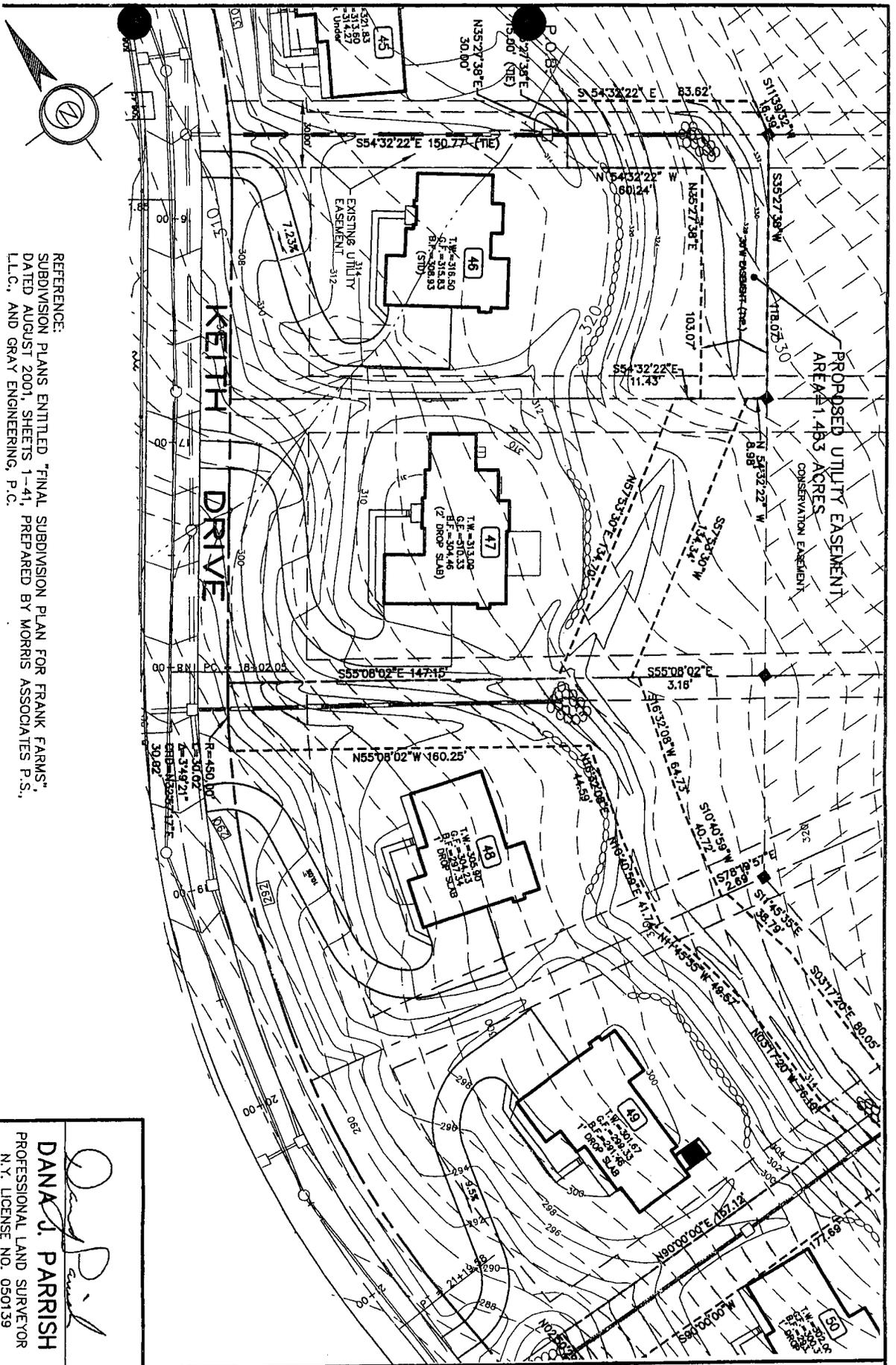
The above described easement shown on a map entitled "PROPOSED UTILITY EASEMENT THROUGH LOTS 45 TO 56, FRANK FARM SUBDIVISION", sheets 1-3, dated 02/19/09, revised through 04/09/09, prepared by ESE Consultants Inc.



Dana J. Parrish
Professional Land Surveyor
New York License No. 050139
ESE Consultants, Inc.



Utility Easement Lots 45 to 56.doc



REFERENCE:
 SUBDIVISION PLANS ENTITLED "FINAL SUBDIVISION PLAN FOR FRANK FARMS",
 DATED AUGUST 2001, SHEETS 1-41, PREPARED BY MORRIS ASSOCIATES P.S.,
 L.L.C. AND GRAY ENGINEERING, P.C.

Dana J. Parrish
DANA J. PARRISH
 PROFESSIONAL LAND SURVEYOR
 N.Y. LICENSE NO. 050139

ESE Land Planning
 Engineering
 Land Surveying

ESE Consultants, Inc.
 The Perryville
 Corporate Center III
 P.O. Box 4002
 Clinton, NJ 08809-4002
 Tel: (908)-638-5270
 Fax: (908)-638-5214

**PROPOSED UTILITY EASEMENT
 THROUGH LOTS 45 TO 56**

FRANK FARM SUBDIVISION
 TOWNSHIP OF LAGRANGE, DUTCHESS COUNTY, NEW YORK

REFERENCE:
 SUBDIVISION PLANS ENTITLED "FINAL SUBDIVISION PLAN FOR FRANK FARMS",
 DATED AUGUST 2001, SHEETS 1-41 PREPARED BY MORRIS ASSOCIATES P.S.,
 L.L.C. AND GRAY ENGINEERING, P.C.

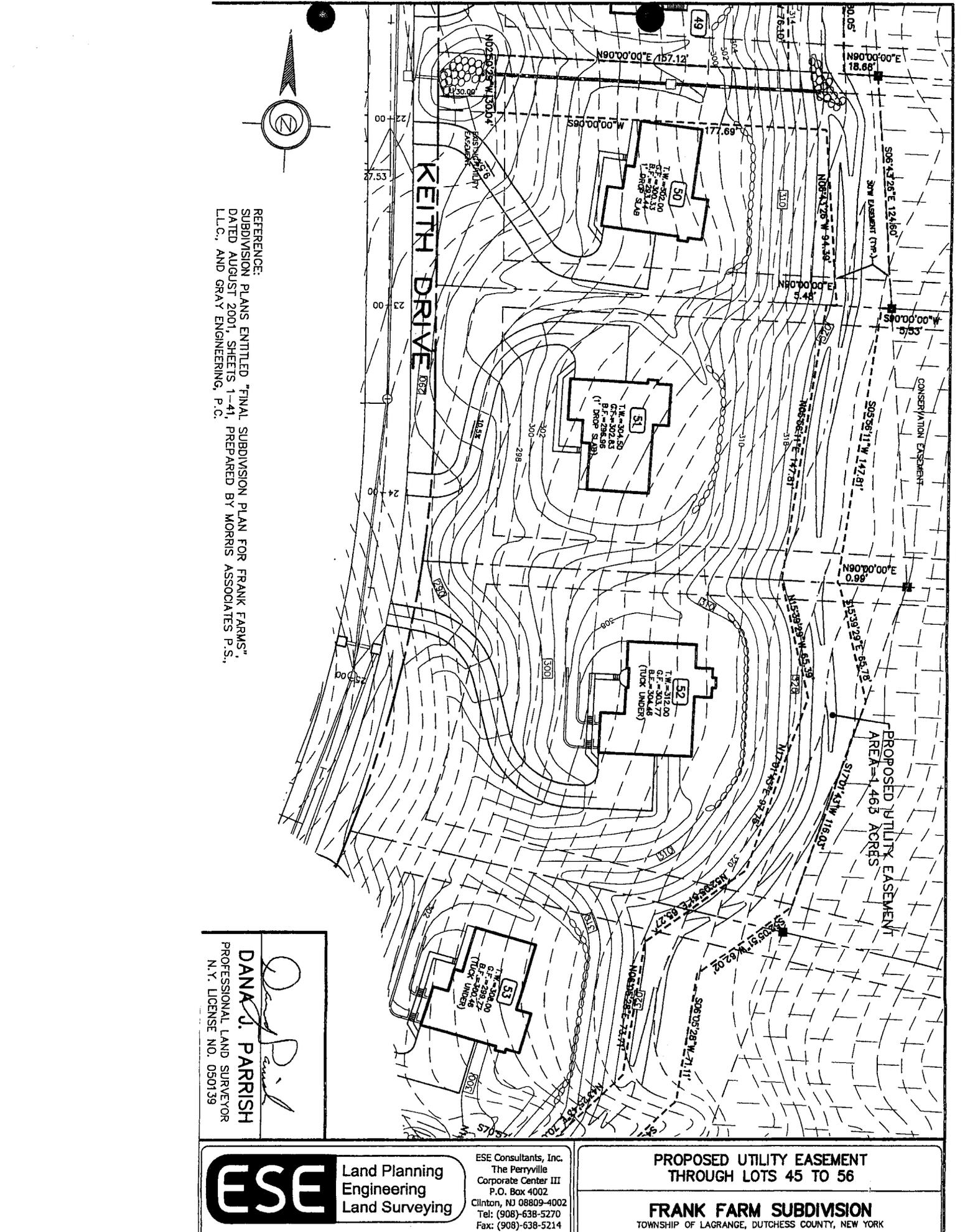
Dana J. Parrish
DANA J. PARRISH
 PROFESSIONAL LAND SURVEYOR
 N.Y. LICENSE NO. 050139

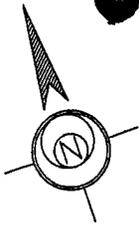
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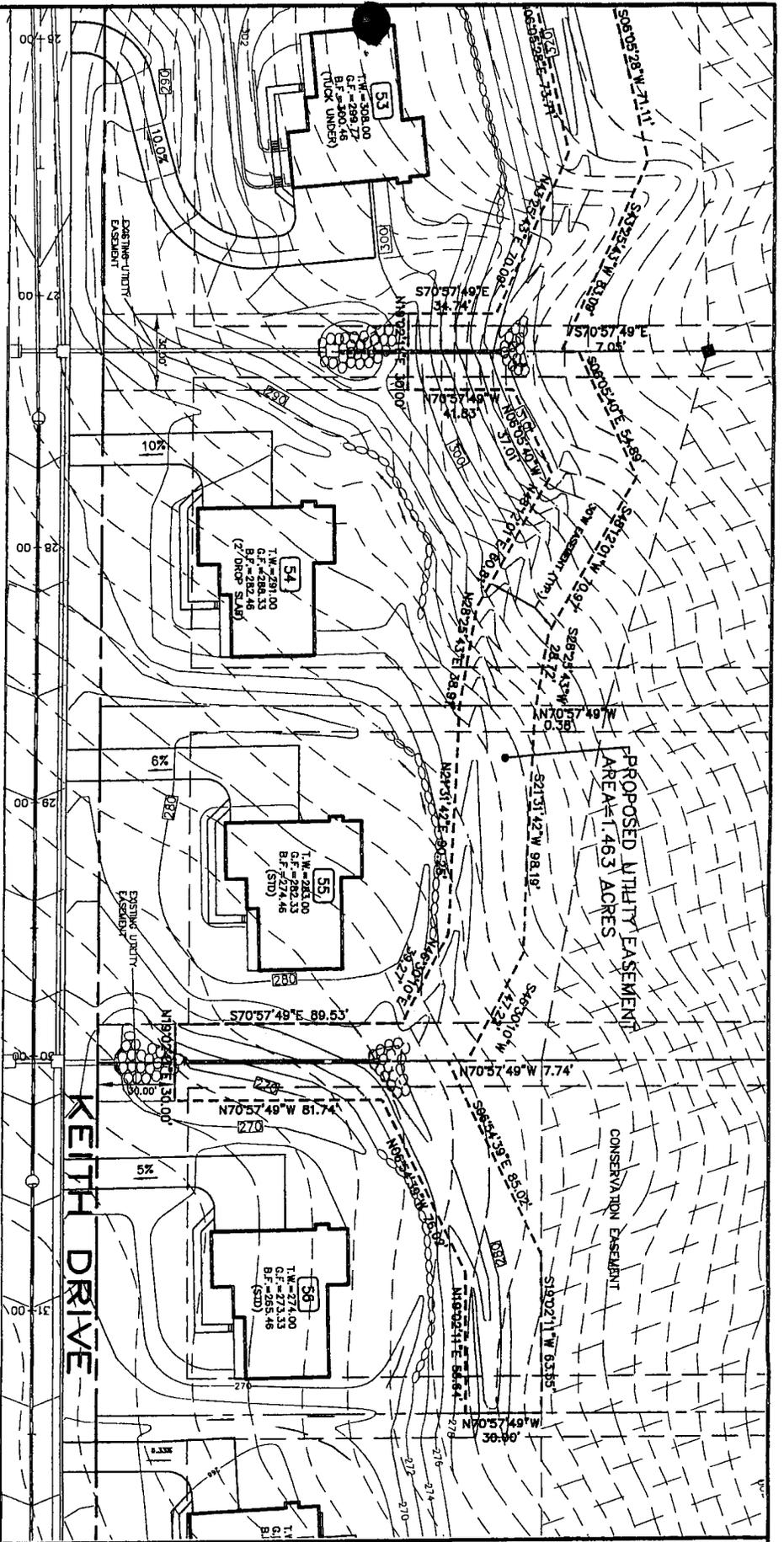
**PROPOSED UTILITY EASEMENT
 THROUGH LOTS 45 TO 56**

FRANK FARM SUBDIVISION
 TOWNSHIP OF LAGRANGE, DUTCHESS COUNTY, NEW YORK





REFERENCE:
 SUBDIVISION PLANS ENTITLED "FINAL SUBDIVISION PLAN FOR FRANK FARMS",
 DATED AUGUST 2001, SHEETS 1-41, PREPARED BY MORRIS ASSOCIATES P.S.,
 L.L.C. AND GRAY ENGINEERING, P.C.



Dana J. Parrish
DANA J. PARRISH
 PROFESSIONAL LAND SURVEYOR
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 Fax: (908)-638-5214

**PROPOSED UTILITY EASEMENT
 THROUGH LOTS 45 TO 56**

FRANK FARM SUBDIVISION
 TOWNSHIP OF LAGRANGE, DUTCHESS COUNTY, NEW YORK

DEED

THIS INDENTURE, made the 8th day of April, 2013, between Lennar New York LLC, a New York Limited Liability Company, with an address of 2465 Kuser Road, Floor 3, Hamilton, New Jersey, party of the first part, and Town of LaGrange, with an address of 120 Stringham Road, LaGrangeville, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars 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, with the buildings and improvements thereon erected, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, and more particularly described on the attached Schedule "A".

Being premises commonly known as Keith Drive as shown on filed map no. 10964A as amended by filed map no. 10964D.

The premises are not in an agricultural district and the parcel is entirely owned by the transferor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payments of the cost of the improvement before using any part of the total of the same for any other purpose.

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:

LENNAR NEW YORK LLC


By: Robert Calabro, Vice President

State of New Jersey)

County of MERCER)ss.:

On the 8th day of April in the year 2013, before me, the undersigned personally appeared Robert Calabro, 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, that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned YVONNE EDGERTON in Hamilton the COUNTY OF MERCER. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)

Yvonne Jeanette Edgerton
Signature & Office of Individual NOTARY
Taking Acknowledgment

YVONNE JEANETTE EDGERTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/13/2016

Record & Return:
Ron Blass, Esq.
Van de Water and Van de Water
85 Civic Center Plaza
Suite 101
Poughkeepsie, New York 12601

SCHEDULE "A"

LEGAL DESCRIPTION OF
KEITH DRIVE - SLEIGHT FARM
MA # 203127.00
7/28/04
Revised 9/2/04
Revised 12/3/04
Revised 1/26/05

ALL that certain piece or parcel of land situated, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the southerly line of Overlook Rd, said point being the northwesterly corner of Lot 157, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms - Section Two" as filed in the Dutchess County Clerk's Office as Map No. ; thence southwesterly along the southeasterly line of Keith Drive the following seven (7) courses:

1. Along a curve to the left having a radius of 25.00' and an length of 35.83 feet and a chord of South 86°53'03" West 32.84 feet,
2. South 47° 45' 15" West 230.07 feet,
3. along a curve to the left having a radius of 375.00' for a distance of 40.02 feet and a chord of South 44°42'10" West 40.80 feet,
4. South 41° 35' 05" West 443.49 feet,
5. along a curve to the left having a radius of 375.00' for a distance of 195.52 feet and a chord of South 26°38'51" West 193.32 feet,
6. South 11° 42' 36" West 467.45 feet and
7. along a curve to the right having a radius of 425.00' for a distance of 2.22 feet and a chord of South 11°51'35" West 2.22 feet,

to the southwesterly corner of Lot 78, as shown on aforementioned Filed Map No. , thence northwesterly crossing Keith Drive North 43° 21' 33" West 80.98 feet; thence northerly along the northwesterly line of Keith Drive the following ten (10) courses:

1. North 11° 42' 36" East 78.07 feet,
2. North 78° 17' 24" West 15.00 feet,
3. North 11° 42' 36" East 50.00 feet,
4. South 78° 17' 24" East 15.00 feet,
5. North 11° 42' 36" East 296.88 feet,
6. along a curve to the right having a radius of 425.00' for a distance of 221.60 feet and a chord of North 28°38'61" East 210.10 feet,
7. North 41° 35' 05" East 443.49 feet,
8. along a curve to the right having a radius of 425.00' for a distance of 46.26 feet and a chord of North 44°42'12" East 46.24 feet,
9. North 47° 45' 15" East 227.79 feet and
10. along a curve to the left having a radius of 25.00' for a distance of 38.98 feet and a chord of North 3°09'05" East 35.15 feet,

to a point on the southerly line of Overlook Road, said point being the northeasterly corner of Lot 68; thence southeasterly crossing Keith Drive the following two (2) courses:

1. South 41° 31' 00" East 71.22 feet and

Page 1 of 2

C:\Documents and Settings\jw\Local Settings\Temporary Internet Files\10964A\Keith Drive.dwg

*Map no. 10964A as amended by filed map no. 10964D.

2 South 50° 03' 00" East 25.31 feet

to the point or place of BEGINNING. Containing 1.801 acres of land, more or less.

Page 2 of 2

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in: Dec #: 0220054544. Printed Page 25 of 125

DEED

THIS INDENTURE, made the 5th day of April, 2013, between Lennar New York LLC, a New York Limited Liability Company, with an address of 2465 Kuser Road, Floor 3, Hamilton, New Jersey, party of the first part, and Town of LaGrange, with an address of 120 Stringham Road, LaGrangeville, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars 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, with the buildings and improvements thereon erected, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, and more particularly described on the attached Schedule "A".

Being premises commonly known as a portion of Ridgeline Drive as shown on filed map. 10964A as amended by filed map no. 10964D.

The premises are not in an agricultural district and the parcel is entirely owned by the transferor.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payments of the cost of the improvement before using any part of the total of the same for any other purpose.

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:

LENNAR NEW YORK LLC

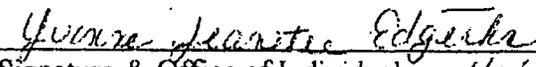

By: Robert Calabro, Vice President

State of New Jersey)

)ss.:

County of MERCER

On the 8th day of April in the year 2013, before me, the undersigned personally appeared Robert Calabro, 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, that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned YVONNE EDGERTON in HAMILTON the COUNTY OF MERCER. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)


Signature & Office of Individual NOTARY
Taking Acknowledgment

YVONNE JEANETTE EDGERTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/13/2016

Record & Return:

Ron Blass, Esq.

Van de Water and Van de Water

85 Civic Center Plaza

Suite 101

Poughkeepsie, New York 12601

SCHEDULE "A"

LEGAL DESCRIPTION OF
PHASE 1 - RIDGELINE DRIVE
SLEIGHT FARMS
MA # 203127.00
6/20/04
Revised 9/2/04

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the northeasterly line of Ridgeline Drive, said point also being on the southeasterly side of Keith Drive, said point also being the southwestern corner of Lot 114, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms - Section Two" as filed in the Dutchess County Clerk's Office as Map No. *; thence along the following five (5) courses:

1. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South 3°24'55" East 38.38 feet,
2. South 48° 24' 58" East 22.62 feet,
3. along a curve to the left having a radius of 225.00' for a distance of 23.68 feet and a chord of South 45°24'09" East 23.66 feet,
4. South 42°23'11" East 1000.19 feet,
5. along a curve to the right having a radius of 775.00' for a distance of 159.07 feet and a chord of South 38°30'22" East 158.80 feet.

thence running northeasterly, southerly, and northwesterly around the temporary Ridgeline Drive terminus along the following three (3) courses:

1. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of South 83°54'35" East 23.72 feet,
2. along a curve to the right having a radius of 50.00' for a distance of 238.36 feet and a chord of South 52° 22'26" West 68.75 feet,
3. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of North 7°20'32" West 23.72 feet,

thence running northwesterly along the southwesterly line of Ridgeline Drive being parallel to and 50 feet, as measured at right angles, the northeasterly line the following five (5) courses:

1. along a curve to the left having a radius of 725.00' for a distance of 148.81 feet and a chord of North 38° 30' 22" West 148.56 feet,
2. North 42°23'11" West 1000.19 feet,
3. along a curve to the left having a radius of 176.00' for a distance of 18.41 feet and a chord of North 45°24'03" West 18.41 feet,

Page 1 of 2

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*Map no. 10964A as amended by filed map no. 10964D.

Revised 031513

-----X

In the Matter of the Laying out of Roads
in Phase 1 of Sleight Farm Subdivision
in the Town of LaGrange, County of
Dutchess and State of New York

-----X

HIGHWAY SUPERINTENDENT'S CERTIFICATION AND ORDER

Application having been made for the laying out of a Town Road in the Town of LaGrange, County of Dutchess and State of New York more particularly described as a portion of Ridgeline Drive, as shown on a Subdivision Map filed in the Office of the Dutchess County Clerk and identified as Filed Map 10964A as amended by filed map no. 10964D, and more particularly described as shown on the annexed Schedule "A", and a Dedication and Release from the owner of the land, having been given;

I hereby certify that the portion of Ridgeline Drive, which has been offered for dedication to the Town of LaGrange, has been completed in accordance with the approved plans for that road/street and in accordance with the specifications set forth in Chapter 199 of the Code of the Town of LaGrange.

NOW, THEREFORE, I, the Town Superintendent of Highways of the Town of LaGrange, County of Dutchess, State of New York, do hereby determine and order that Ridgeline Drive shall be laid out as shown on the said filed map and as described on Schedule "A" attached hereto.

Dated: LaGrangeville, New York
April 4th, 2013



MICHAEL KELLY, TOWN
SUPERINTENDENT OF HIGHWAYS

SCHEDULE "A"

LEGAL DESCRIPTION OF
PHASE 1 - RIDGELINE DRIVE
SLEIGHT FARMS
MA # 203127.00
8/2/04
Revised 9/2/04

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the northeasterly line of Ridgeline Drive, said point also being on the southeasterly side of Keith Drive, said point also being the southwesterly corner of Lot 114, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms - Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence along the following five (5) courses:

1. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South 3°24'55" East 35.36 feet,
2. South 48° 24' 55" East 22.62 feet,
3. along a curve to the left having a radius of 225.00' for a distance of 23.68 feet and a chord of South 45°24'03" East 23.66 feet,
4. South 42°23'11" East 1000.18 feet,
5. along a curve to the right having a radius of 775.00' for a distance of 159.07 feet and a chord of South 36°30'22" East 158.80 feet,

thence running northeasterly, southerly, and northwesterly around the temporary Ridgeline Drive terminus along the following three (3) courses:

1. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of South 53°54'35" East 23.72 feet,
2. along a curve to the right having a radius of 50.00' for a distance of 238.36 feet and a chord of South 59° 22'26" West 68.75 feet,
3. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of North 7°20'32" West 23.72 feet,

thence running northwesterly along the southwesterly line of Ridgeline Drive being parallel to and 50 feet, as measured at right angles, the northeasterly line the following five (5) courses:

1. along a curve to the left having a radius of 725.00' for a distance of 148.81 feet and a chord of North 36° 30' 22" West 148.55 feet,
2. North 42°23'11" West 1000.18 feet,
3. along a curve to the left having a radius of 175.00' for a distance of 18.41 feet and a chord of North 45°24'03" West 18.41 feet,

Page 1 of 2

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4. northwesterly North $48^{\circ}24'55''$ West 22.62 feet,
5. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South $86^{\circ}35'05''$ West 35.36 feet,

to the northerly corner of Lot 79, thence northeasterly crossing Ridgeline Drive North $41^{\circ}35'05''$ East 100.00 feet, to the point or place of BEGINNING. Containing 1.60 acres of land, more or less.

Revised 031513

-----x
In the Matter of the Laying out of Roads
in **Phase 1 of Sleight Farm** Subdivision
in the Town of LaGrange, County of
Dutchess and State of New York
-----x

DEDICATION AND RELEASE OF DEVELOPER

WHEREAS, application has been made to the Superintendent of Highways of the Town of LaGrange, County of Dutchess, State of New York, for the laying out of a portion of **Ridgeline Drive**, extending from lots 78/111 to lots 88/106, more particularly described on a subdivision map known as **Phase 1 of Sleight Farm**, which map is filed in the Dutchess County Clerk's Office as Map No. 10964A as amended by filed map no. 10964D, and which road is more particularly described on Schedule "A" attached hereto.

NOW, THEREFORE, Lennar New York, LLC, owner of the road being dedicated, and there being no encumbrances, does hereby dedicate and release and convey to the Town of LaGrange, and its successors forever, for highway purposes all the lands described within Schedule "A" attached hereto.

It being the intention of the grantor to convey all land for highway purposes and all the estate therein that it may own.

To have and to hold the above granted premises unto the Town of LaGrange and its successors forever as fully as if the

SCHEDULE "A"

LEGAL DESCRIPTION OF
PHASE 1 - RIDGELINE DRIVE
SLEIGHT FARMS
MA # 203127.00
8/2/04
Revised 9/2/04

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the northeasterly line of Ridgeline Drive, said point also being on the southeasterly side of Keith Drive, said point also being the southwestery corner of Lot 114, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms - Section Two" as filed in the Dutchess County Clerk's Office as Map No. * ; thence along the following five (5) courses:

1. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South 3°24'55" East 35.36 feet,
2. South 48° 24' 55" East 22.62 feet,
3. along a curve to the left having a radius of 225.00' for a distance of 23.68 feet and a chord of South 45°24'03" East 23.66 feet,
4. South 42°23'11" East 1000.19 feet,
5. along a curve to the right having a radius of 775.00' for a distance of 159.07 feet and a chord of South 36°30'22" East 158.80 feet,

thence running northeasterly, southerly, and northwesterly around the temporary Ridgeline Drive terminus along the following three (3) courses:

1. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of South 53°54'35" East 23.72 feet,
2. along a curve to the right having a radius of 50.00' for a distance of 238.36 feet and a chord of South 59° 22'26" West 68.75 feet,
3. along a curve to the left having a radius of 30.00' for a distance of 24.38 feet and a chord of North 7°20'32" West 23.72 feet,

thence running northwesterly along the southwestery line of Ridgeline Drive being parallel to and 50 feet, as measured at right angles, the northeasterly line the following five (5) courses:

1. along a curve to the left having a radius of 725.00' for a distance of 148.81 feet and a chord of North 36° 30' 22" West 148.55 feet,
2. North 42°23'11" West 1000.19 feet,
3. along a curve to the left having a radius of 175.00' for a distance of 18.41 feet and a chord of North 45°24'03" West 18.41 feet,

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*Map no. 10964A as amended by filed map no. 10964D.

4. northwesterly North $48^{\circ}24'55''$ West 22.62 feet,
5. along a curve to the left having a radius of 25.00' for a distance of 39.27 feet and a chord of South $86^{\circ}35'05''$ West 35.36 feet,

to the northerly corner of Lot 7B, thence northeasterly crossing Ridgeline Drive North $41^{\circ}35'05''$ East 100.00 feet, to the point or place of BEGINNING. Containing 1.60 acres of land, more or less.

Revised 031513

-----X
In the Matter of the Laying out of Roads
in Phase 1 of Sleight Farm Subdivision
in the Town of LaGrange, County of
Dutchess and State of New York
-----X

HIGHWAY SUPERINTENDENT'S CERTIFICATION AND ORDER

Application having been made for the laying out of a Town Road in the Town of LaGrange, County of Dutchess and State of New York more particularly described as Keith Drive as shown on a Subdivision Map filed in the Office of the Dutchess County Clerk and identified as Filed Map 10964A as amended by filed map no. 10964D, and more particularly described as shown on the annexed Schedule "A", and a Dedication and Release from the owner of the land, having been given;

I hereby certify that Keith Drive, which has been offered for dedication to the Town of LaGrange, has been completed in accordance with the approved plans for that road/street and in accordance with the specifications set forth in Chapter 199 of the Code of the Town of LaGrange.

NOW, THEREFORE, I, the Town Superintendent of Highways of the Town of LaGrange, County of Dutchess, State of New York, do hereby determine and order that Keith Drive shall be laid out as shown on the said filed map and as described on Schedule "A" attached hereto.

Dated: LaGrangeville, New York
April 4, 2013



MICHAEL KELLY, TOWN
SUPERINTENDENT OF HIGHWAYS

SCHEDULE "A"

LEGAL DESCRIPTION OF
KEITH DRIVE - SLEIGHT FARM
MA # 203127.00
7/28/04
Revised 9/2/04
Revised 12/3/04
Revised 1/26/05

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the southerly line of Overlook Rd, said point being the northwesterly corner of Lot 157, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms - Section Two" as filed in the Dutchess County Clerk's Office as Map No. ____; thence southwesterly along the southeasterly line of Keith Drive the following seven (7) courses:

1. Along a curve to the left having a radius of 25.00' and arc length of 35.83 feet and a chord of South 88°53'03" West 32.84 feet,
2. South 47° 49' 15" West 230.67 feet,
3. along a curve to the left, having a radius of 375.00' for a distance of 40.82 feet and a chord of South 44°42'10" West 40.80 feet,
4. South 41° 35' 05" West 443.49 feet,
5. along a curve to the left having a radius of 375.00' for a distance of 195.53 feet and a chord of South 26°38'51" West 193.32 feet,
6. South 11° 42' 36" West 457.45 feet and
7. along a curve to the right having a radius of 425.00' for a distance of 2.22 feet and a chord of South 11°51'35" West 2.22 feet,

to the southwesterly corner of Lot 78, as shown on aforementioned Filed Map No. ____, thence northwesterly crossing Keith Drive North 43° 21' 33" West 60.98 feet; thence northerly along the northwesterly line of Keith Drive the following ten (10) courses:

1. North 11° 42' 36" East 78.07 feet,
2. North 78° 17' 24" West 15.00 feet,
3. North 11° 42' 36" East 50.00 feet,
4. South 78° 17' 24" East 15.00 feet,
5. North 11° 42' 36" East 296.68 feet,
6. along a curve to the right having a radius of 425.00' for a distance of 221.60 feet and a chord of North 26°38'51" East 219.10 feet,
7. North 41° 35' 05" East 443.49 feet,
8. along a curve to the right, having a radius of 425.00' for a distance of 46.26 feet and a chord of North 44°42'10" East 46.24 feet,
9. North 47° 49' 15" East 227.79 feet and
10. along a curve to the left having a radius of 25.00' for a distance of 38.98 feet and a chord of North 3°09'05" East 35.15 feet,

to a point on the Southerly line of Overlook Road, said point being the northeasterly corner of Lot 66; thence southeasterly crossing Keith Drive the following two (2) courses:

1. South 41° 31' 06" East 71.22 feet and

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2. South $50^{\circ} 03' 09''$ East 25.31 feet
to the point or place of BEGINNING. Containing 1.601 acres of land, more or less.

-----X
In the Matter of the Laying out of Roads
in Frank Farm Subdivision Phase I
in the Town of LaGrange, County of
Dutchess and State of New York
-----X

HIGHWAY SUPERINTENDENT'S CERTIFICATION AND ORDER

Application having been made for the laying out of a Town Road in the Town of LaGrange, County of Dutchess and State of New York more particularly described as Keith Drive as shown on a Subdivision Map filed in the Office of the Dutchess County Clerk and identified as Filed Map 10964E, and more particularly described as shown on the annexed Schedule "A", and a Dedication and Release from the owner of the land, having been given;

I hereby certify that Keith Drive, which has been offered for dedication to the Town of LaGrange, has been completed in accordance with the approved plans for that road/street and in accordance with the specifications set forth in Chapter 199 of the Code of the Town of LaGrange.

NOW, THEREFORE, I, the Town Superintendent of Highways of the Town of LaGrange, County of Dutchess, State of New York, do hereby determine and order that Keith Drive shall be laid out as shown on the said filed map and as described on Schedule "A" attached hereto.

Dated: LaGrangeville, New York

April 4, 2013



MICHAEL KELLY, TOWN
SUPERINTENDENT OF HIGHWAYS

SCHEDULE "A"
FRANK FARMS - PHASE ONE
B1- KEITH DRIVE

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive at the southeasterly corner of Lot 1, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northerly along the westerly line of Keith Drive the following nine (9) courses:

1. North 37° 12' 23" East 62.07 feet,
2. along a curve to the left having a radius of 575.00' for a distance of 182.35 feet with a chord North 28°07'17" East 181.58 feet,
3. North 19° 02' 11" East 1072.16 feet,
4. along a curve to the left having a radius of 575.00' for a distance of 219.56 feet with a chord North 08°05'51" East 218.23 feet,
5. North 02° 50' 29" West 232.78 feet,
6. along a curve to the right having a radius of 500.00' for a distance of 334.25 feet with a chord North 16°18'34" East 328.06 feet,
7. North 35° 27' 38" East 210.20 feet,
8. along a curve to the left having a radius of 375.00' for a distance of 155.45 feet with a chord North 23°35'07" East 154.34 feet,
9. North 11° 42' 36" East 32.70 feet

to the northeast corner of Lot 44 as shown on aforementioned filed Map No. 10964E, thence easterly crossing Keith Drive South 43° 21' 33" East 60.98 feet to the easterly side of said Keith Drive; thence southerly along the easterly line of Keith Drive being parallel to and 50 feet, as measured at right angles, the westerly line of Keith Drive the following eight (8) courses:

1. along a curve to the right having a radius of 425.00' for a distance of 173.95 feet with a chord South 23°44'06" West 172.74 feet,
2. South 35° 27' 38" West 210.20 feet,
3. along a curve to the left having a radius of 450.00' for a distance of 300.82 feet with a chord South 16°18'34" West 295.25 feet,
4. South 02° 50' 29" East 232.78 feet,
5. along a curve to the right having a radius of 625.00' for a distance of 238.65 feet with a chord South 08°05'51" West 237.20 feet,
6. South 19° 02' 11" West 1072.16 feet,
7. along a curve to the right having a radius of 625.00' for a distance of 198.20 feet with a chord South 28°07'17" West 197.37 feet,
8. South 37° 12' 23" West 78.95 feet,

to a point being the southwest corner of Lot 61 as shown on aforementioned Filed Map No. 10964E, thence westerly crossing Keith Drive North 34°08'20" West 52.77 feet to the point or place of BEGINNING. Containing 2.87 acres of land, more or less.

-----X
In the Matter of the Laying out of Roads
in Frank Farm Subdivision Phase I
in the Town of LaGrange, County of
Dutchess and State of New York
-----X

DEDICATION AND RELEASE OF DEVELOPER

WHEREAS, application has been made to the Superintendent of Highways of the Town of LaGrange, County of Dutchess, State of New York, for the laying out of Keith Drive more particularly described on a subdivision map known as Frank Farm Subdivision Phase I, which map is filed in the Dutchess County Clerk's Office as Map No. 10964E, and which road is more particularly described on Schedule "A" attached hereto.

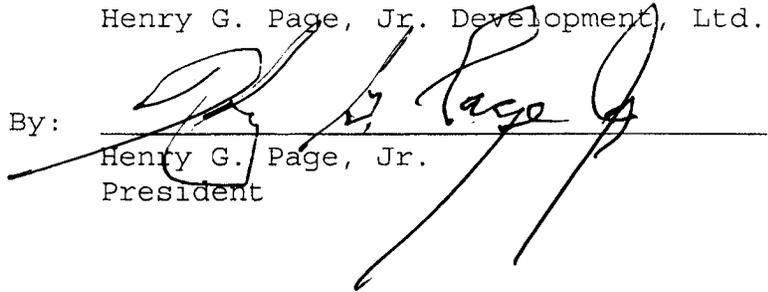
NOW, THEREFORE, Henry G. Page, Jr. Development, Ltd., owner of the road being dedicated, and there being no encumbrances, does hereby dedicate and release and convey to the Town of LaGrange, and its successors forever, for highway purposes all the lands described within Schedule "A" attached hereto.

It being the intention of the grantor to convey all land for highway purposes and all the estate therein that it may own.

To have and to hold the above granted premises unto the Town of LaGrange and its successors forever as fully as if the same had been acquired in fee in trust for street purposes by condemnation proceedings.

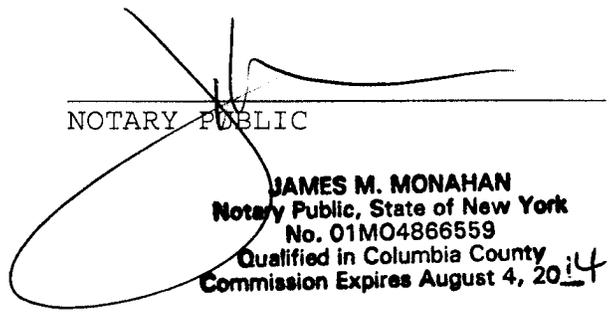
IN WITNESS WHEREOF, grantor has caused these presents to be executed and sealed this 3rd day of April, 2013.

Henry G. Page, Jr. Development, Ltd.

By: 
Henry G. Page, Jr.
President

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

On the 3rd day of APRIL, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry G. Page, Jr., 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.


NOTARY PUBLIC

JAMES M. MONAHAN
Notary Public, State of New York
No. 01MO4866559
Qualified in Columbia County
Commission Expires August 4, 2014

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SCHEDULE "A"
FRANK FARMS - PHASE ONE
B1- KEITH DRIVE

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the westerly line of Keith Drive at the southeasterly corner of Lot 1, as shown on a map entitled "Frank Farms - Phase One" as filed in the Dutchess County Clerk's Office as Map No. 10964E; thence northerly along the westerly line of Keith Drive the following nine (9) courses:

1. North 37° 12' 23" East 62.07 feet,
2. along a curve to the left having a radius of 575.00' for a distance of 182.35 feet with a chord North 28°07'17" East 181.58 feet,
3. North 19° 02' 11" East 1072.16 feet,
4. along a curve to the left having a radius of 575.00' for a distance of 219.56 feet with a chord North 08°05'51" East 218.23 feet,
5. North 02° 50' 29" West 232.78 feet,
6. along a curve to the right having a radius of 500.00' for a distance of 334.25 feet with a chord North 16°18'34" East 328.06 feet,
7. North 35° 27' 38" East 210.20 feet,
8. along a curve to the left having a radius of 375.00' for a distance of 155.45 feet with a chord North 23°35'07" East 154.34 feet,
9. North 11° 42' 36" East 32.70 feet

to the northeast corner of Lot 44 as shown on aforementioned filed Map No. 10964E, thence easterly crossing Keith Drive South 43° 21' 33" East 60.98 feet to the easterly side of said Keith Drive; thence southerly along the easterly line of Keith Drive being parallel to and 50 feet, as measured at right angles, the westerly line of Keith Drive the following eight (8) courses:

1. along a curve to the right having a radius of 425.00' for a distance of 173.95 feet with a chord South 23°44'06" West 172.74 feet,
2. South 35° 27' 38" West 210.20 feet,
3. along a curve to the left having a radius of 450.00' for a distance of 300.82 feet with a chord South 16°18'34" West 295.25 feet,
4. South 02° 50' 29" East 232.78 feet,
5. along a curve to the right having a radius of 625.00' for a distance of 238.65 feet with a chord South 08°05'51" West 237.20 feet,
6. South 19° 02' 11" West 1072.16 feet,
7. along a curve to the right having a radius of 625.00' for a distance of 198.20 feet with a chord South 28°07'17" West 197.37 feet,
8. South 37° 12' 23" West 78.95 feet,

to a point being the southwest corner of Lot 61 as shown on aforementioned Filed Map No. 10964E, thence westerly crossing Keith Drive North 34°08'20" West 52.77 feet to the point or place of BEGINNING. Containing 2.87 acres of land, more or less.

Revised 031513

-----x

In the Matter of the Laying out of Roads
in **Phase 1 of Sleight Farm** Subdivision
in the Town of LaGrange, County of
Dutchess and State of New York

-----x

DEDICATION AND RELEASE OF DEVELOPER

WHEREAS, application has been made to the Superintendent of Highways of the Town of LaGrange, County of Dutchess, State of New York, for the laying out of **Keith Drive** more particularly described on a subdivision map known as **Phase 1 of Sleight Farm**, which map is filed in the Dutchess County Clerk's Office as Map No. 10964A as amended by filed map no. 10964D, and which road is more particularly described on Schedule "A" attached hereto.

NOW, THEREFORE, Lennar New York, LLC, owner of the road being dedicated, and there being no encumbrances, does hereby dedicate and release and convey to the Town of LaGrange, and its successors forever, for highway purposes all the lands described within Schedule "A" attached hereto.

It being the intention of the grantor to convey all land for highway purposes and all the estate therein that it may own.

To have and to hold the above granted premises unto the Town of LaGrange and its successors forever as fully as if the

same had been acquired in fee in trust for street purposes by condemnation proceedings.

IN WITNESS WHEREOF, grantor has caused these presents to be executed and sealed this 1st day of April, 2013.

Lennar New York, LLC

By: [Signature]
[signature]

Robert Calabro
Vice President

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

On the 8th day of April in the year 2013, before me, the undersigned personally appeared Robert Calabro, 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, that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in HAMILTON the COUNTY OF MERCER. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)

Yvonne Jeanette Edgerton
Signature & Office of Individual NOTARY
Taking Acknowledgment

YVONNE JEANETTE EDGERTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/13/2016

SCHEDULE "A"

LEGAL DESCRIPTION OF
KEITH DRIVE - SLEIGHT FARM
MA # 203127.00
7/28/04
Revised 9/2/04
Revised 12/3/04
Revised 1/26/05

ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York and is more particularly described as follows:

BEGINNING at a point on the southerly line of Overlook Rd, said point being the northwesterly corner of Lot 157, as shown on a map entitled "Final Cluster Subdivision Plat for Sleight Farms - Section Two" as filed in the Dutchess County Clerk's Office as Map No. *____; thence southwesterly along the southeasterly line of Keith Drive the following seven (7) courses:

1. Along a curve to the left having a radius of 25.00' and arc length of 35.83 feet and a chord of South 68°53'03" West 32.84 feet,
2. South 47° 49' 15" West 230.67 feet,
3. along a curve to the left having a radius of 375.00' for a distance of 40.62 feet and a chord of South 44°42'10" West 40.80 feet,
4. South 41° 35' 05" West 443.49 feet,
5. along a curve to the left having a radius of 375.00' for a distance of 195.53 feet and a chord of South 26°38'51" West 193.32 feet,
6. South 11° 42' 36" West 457.45 feet and
7. along a curve to the right having a radius of 425.00' for a distance of 2.22 feet and a chord of South 11°51'35" West 2.22 feet,

to the southwesterly corner of Lot 78, as shown on aforementioned Filed Map No. _____, thence northwesterly crossing Keith Drive North 43° 21' 33" West 80.98 feet; thence northerly along the northwesterly line of Keith Drive the following ten (10) courses:

1. North 11° 42' 36" East 78.07 feet,
2. North 78° 17' 24" West 15.00 feet,
3. North 11° 42' 36" East 50.00 feet,
4. South 78° 17' 24" East 15.00 feet,
5. North 11° 42' 36" East 296.68 feet,
6. along a curve to the right having a radius of 425.00' for a distance of 221.60 feet and a chord of North 26°38'51" East 219.10 feet,
7. North 41° 35' 05" East 443.49 feet,
8. along a curve to the right having a radius of 425.00' for a distance of 46.26 feet and a chord of North 44°42'10" East 46.24 feet,
9. North 47° 49' 15" East 227.79 feet and
10. along a curve to the left having a radius of 25.00' for a distance of 38.98 feet and a chord of North 3°08'05" East 35.15 feet,

to a point on the Southerly line of Overlook Road, said point being the northeasterly corner of Lot 66; thence southeasterly crossing Keith Drive the following two (2) courses:

1. South 41° 31' 06" East 71.22 feet and

Page 1 of 2

C:\Documents and Settings\stratkat\Local Settings\Favorites\Notes\21676\FKeith Drive- 6F.doc

*Map no. 10964A as amended by filed map no. 10964D.

2. South 50° 03' 09" East 25.31 feet
to the point or place of BEGINNING. Containing 1.601 acres of land, more or less.

**RESOLUTION
TOWN OF LAGRANGE TOWN BOARD**

WHEREAS, there is a certain residential subdivision located in the Town of LaGrange known as the Frank Farm Subdivision (the "Subdivision"); and

WHEREAS, certain properties in the Subdivision are currently owned by TOLL NY V, L.P. a New York Limited Partnership having an office at 60 Merritt Boulevard, Suite 100, Fishkill, NY 12524; and

WHEREAS, certain of such properties are shown as Lots # 84 and 85 on a map entitled "Final Cluster Subdivision Plan for Frank Farms Phase Three" dated October 13, 2011 and filed in the Dutchess County Clerk's Office on December 14, 2012, as Filed Map No. 10964J, which lots are shown as being burdened by a drainage easement described as Utility Easement DR #15; and

WHEREAS, other than being shown on File Map No. 10964J, Utility Easement DR #15 is unrecorded; and

WHEREAS, TOLL NY V L.P. is the successor in interest to H&K LLC, a New York limited liability company which, by instrument dated January 13, 2003 and recorded in the Dutchess County Clerk's office as Document Number 02-2006-990, placed a permanent drainage easement over what are now known as Lots # 84 and 85 on Filed Map No. 10964J; and

WHEREAS, the Town of LaGrange Department of Public Works has determined that a new and different permanent drainage easement over Lots # 84 and 85 is necessary to conform to the drainage infrastructure as constructed on the site and to allow for development of the lots with single family homes and that both the unrecorded Utility Easement DR #15 and the earlier permanent drainage easement recorded at Document Number 02 2006 990 are surplus and no longer necessary for Town purposes.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of LaGrange hereby deems that the unrecorded drainage easement shown as Utility Easement DR #15 on Filed Map No. 10964J is surplus and no longer needed for Town purposes and abandons such easement; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of LaGrange hereby deems the drainage easement recorded in the Office of the Dutchess County Clerk at Document Number 02 2006 990 as surplus and no longer needed for Town purposes and abandons such easement; and

BE IT FURTHER RESOLVED, that the Town Board hereby accepts a new permanent drainage easement on Lots # 84 and 85 of the Frank Farm Subdivision; and

BE IT FURTHER RESOLVED, that the Supervisor of the Town of LaGrange is hereby authorized to execute a Drainage Basin Easement and Utility Easement Abandonment in a form substantially in conformance with the draft attached hereto; and

BE IT FURTHER RESOLVED, that the Supervisor of the Town of LaGrange is hereby authorized to execute an Easement Termination and Abandonment Agreement in a form substantially in conformance with the draft attached hereto.

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Luna	<u>AYE</u>
Councilman Jessup	<u>AYE</u>
Councilman Polhemus	<u>AYE</u>
Councilman Dyal	<u>AYE</u>
Councilman Bell	<u>AYE</u>

DATED: Lagrangeville, New York
April 24, 2013


CHRISTINE O'REILLY RAO
TOWN CLERK

**EASEMENT TERMINATION
AND ABANDONMENT AGREEMENT**

THIS INDENTURE, made the _____ day of _____, 2013 by TOLL NY V L.P., a New York limited partnership having its office at 60 Merritt Boulevard, Suite 100, Fishkill, NY 12524, ("OWNER"), and the TOWN OF LAGRANGE, a municipal corporation having its office at 120 Stringham Road, LaGrangeville, NY 12540 ("GRANTEE"),

WHEREAS, OWNER is the successor in interest to H&K LLC a New York limited liability company which, by instrument dated January 13, 2003 and recorded in the Dutchess County Clerk's office on February 1, 2006 as document number 02 2006 990 granted a drainage easement to the GRANTEE herein, and

WHEREAS, OWNER AND GRANTEE have agreed on a revised plan for drainage and have or will concurrently with the recording of this agreement provide for a revised Drainage Easement to be conveyed to the GRANTEE,

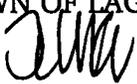
THEREFORE, OWNER and GRANTEE hereby abandon, discontinue, void and terminate the aforesaid drainage easement recorded in document number 02 2006 990

IN WITNESS WHEREOF, OWNER and GRANTEE have executed this instrument as of the day and date first written above.

TOLL LAND V, L.P.
By: TOLL PEPPERTREE, INC. General Partner

By: Daniel Zalinsky, Vice President

TOWN OF LAGRANGE



By: Joseph Luna, Supervisor

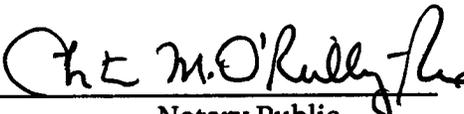
STATE OF NEW YORK)
)ss.:
COUNTY OF DUTCHESS)

On the _____ day of _____, 2013, before me, the undersigned, personally appeared Daniel Zalinsky, 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.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF DUTCHESS)

On the 25th day of April, 2013, before me, the undersigned, personally appeared Joseph Luna, 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.



Notary Public

RECORD & RETURN

VanDeWater & VanDewater
85 Civic Center Plaza, Suite 101
Poughkeepsie, NY 12602

CHRISTINE M. O'REILLY-RAO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01OR6169917
My Commission Expires July 02, 2015



January 15, 2013

DESCRIPTION OF PROPERTY
 PROPOSED DRAINAGE EASEMENT
 (FRANK FARM SUBDIVISION)

All that certain lot or parcel of land being known and designated as "Proposed Drainage Easement", situated in the Town of LaGrange, County of Dutchess, and State of New York, as shown on a map entitled "Lots 84, 85 Proposed Drainage Easement, prepared by ESE Consultants, dated 01/15/2013 and being more particularly described as follows:

Beginning at a point, said point being the intersection of the southerly line of Lot 85, as shown on filed map 10964J, with the westerly line of Sommerset Road; thence

1. along a line common to Lot 85 and the lands of "H&K Page, LLC Subdivision", (Filed Map no. 10086B), North 77 degrees 55 minutes 25 seconds West 170.35 feet,
2. South 79 degrees 40 minutes 38 seconds West 41.25 feet, thence
3. over and thru Lot 85 and Lot 84, as shown on filed map no. 10964J, North 36 degrees 14 minutes 30 seconds West 29.17 feet,
4. North 11 degrees 24 minutes 26 seconds East 34.03 feet,
5. North 44 degrees 20 minutes 32 seconds West 67.39 feet,
6. North 45 degrees 39 minutes 28 seconds East 30.00 feet,
7. South 44 degrees 20 minutes 32 seconds East 52.18 feet; and
8. South 82 degrees 33 minutes 25 seconds East 214.29 feet; thence
9. along the westerly line of Sommerset Road, on a curve to the right having a radius of 225.00 feet, an arc length of 55.67 feet, and a central angle of 14 degrees 10 minutes 35 seconds, and
10. South 08 degrees 00 minutes 09 seconds West 34.03 feet to the point or place of beginning.

Containing 20,230 square feet of land, more or less.

Subject to and together with all legal easements, Right of Way and restrictions of record, if any.



ESE Consultants, Inc.

60 Merritt Blvd., Suite 100 • Fishkill, NY 12524

p: 845.897.8900 • f: 845.897.8901

Drainage Easement - Schedule A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of LaGrange, County Dutchess and the State of New York and being known as a Drainage Easement as found on a map entitled "Final Subdivision and Lot Line Realignment Prepare for H&K Page, L.L.C.", said map filed in Dutchess County Clerk's Office as F.M. # 1207603 bounded and described as follows:

Beginning at a point marking the Northeast corner of Somerset Road, the Northwest corner of Lot #2 and the Southerly line of lands now or formerly Henry G. Page Development, LTD, running thence Northwesterly along the Northerly end of said Somerset Road, North 63-38-20 West a distance of 32.44 feet to a point and North 65-32-30 West a distance of 17.74 feet to a point marking the Northwest corner of said Somerset Road and the Northeast corner of Lot #3 as shown on the above referenced map, running thence Westerly along the Northerly line of said Lot #3, North 65-32-30 West a distance of 94.48 feet to a point, North 66-29-10 West a distance of 78.65 feet to a point and North 74-14-05 West a distance of 27.48 feet to a point, thence leaving the Northerly line of said Lot #3 and running through lands of Henry G. Page Development, LTD, North 22-37-54 West a distance of 36.62 feet to a point, North 63-26-55 West a distance of 122.50 feet to a point, North 23-57-17 East a distance of 31.23 feet to a point, South 70-11-03 East a distance of 173.23 feet to a point, South 58-31-29 East a distance of 70.30 feet to a point, South 77-12-40 East a distance of 124.10 feet to a point, and South 01-56-17 West a distance of 93.96 feet to the point of place of beginning.

Containing 0.528 acres of land, more or less.

Subject to restrictions, restrictive covenants, easements and/or agreements of record, if any.

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Sheet 8



January 15, 2013

DESCRIPTION OF PROPERTY
PROPOSED DRAINAGE EASEMENT SHOWN ON FINAL SUBDIVISION MAP AND
LOT LINE RE-ALIGNMENT PREPARED FOR H&K PAGE, LLC (TO BE
EXTINGUISHED)

All that certain lot or parcel of land being known and designated as Proposed Drainage Easement, situated in the Town of LaGrange, County of Dutchess, and State of New York, as shown on a map entitled "FINAL SUBDIVISION MAP AND LOT LINE RE-ALIGNMENT PREPARED FOR H&K PAGE, LLC", filed in the Dutchess County Clerk's Office on 04/16/03 as Filed Map No. 10086B and being more particularly described as follows:

Beginning at the intersection of the northerly line of Lot 2 with the easterly line of Sommerset Road, as shown on said filed map 10086B; thence

1. along the easterly Right of Way line of Sommerset Road, and Lot No. 3, as shown on said filed map no. 10086B, North 63 degrees 38 minutes 20 seconds West 83.26 feet,
2. North 65 degrees 32 minutes 30 seconds West, 112.22 feet and
3. North 66 degrees 29 minutes 10 seconds West 78.65 feet and
4. North 74 degrees 14 minutes 05 seconds West 27.48 feet; thence
5. Over and thru the lands now or formerly Henry G. Page Development, LTD, as shown on filed map no. 10086B, North 22 degrees 37 minutes 54 seconds West 36.62 feet,
6. North 63 degrees 26 minutes 55 seconds West 122.50 feet,
7. North 23 degrees 57 minutes 17 seconds East 31.23 feet,
8. South 70 degrees 11 minutes 03 seconds East 173.23 feet,
9. South 58 degrees 31 minutes 29 seconds East 70.30 feet,
10. South 77 degrees 12 minutes 40 seconds East 124.10 feet, and
11. South 01 degrees 56 minutes 17 seconds West 93.96 feet to the point or place of beginning.

Subject to and together with all legal easements, Right of Ways and easements of record, if any.



ESE Consultants, Inc.

60 Merritt Blvd., Suite 100 · Fishkill, NY 12524

p: 845.897.8900 · f: 845.897.8901

**DRAINAGE BASIN EASEMENT
AND UTILITY EASEMENT ABANDONMENT**

THIS INDENTURE, made the _____ day of _____, 2013 by TOLL NY V L.P., a New York limited partnership having its office at 60 Merritt Boulevard, Suite 100, Fishkill, NY 12524, ("GRANTOR"), in favor of the TOWN OF LAGRANGE, a municipal corporation having its office at 120 Stringham Road, LaGrangeville, NY 12540 ("GRANTEE"),

WITNESSETH, that the GRANTOR in consideration of One Dollar (\$1.00), lawful money of the United States paid by the GRANTEE, does hereby grant and release unto the GRANTEE, its successors and assigns forever, a permanent drainage easement (the "Drainage Easement") over certain easement areas (the "Easement Areas") located in the Town of LaGrange (the "Town"), County of Dutchess (the "County") and State of New York, as shown on a subdivision map (the "Map") entitled "Subdivision Plat for Frank Farm-Phase 3" filed in the Dutchess County Clerk's Office on December 14, 2011 as Filed Map No. 10964J, ("the Map") which Easement Areas are more particularly described in Schedule "A" attached hereto and made a part hereof.

The Drainage Easement is for the purposes of the construction, installation, maintenance, operation, management repair and replacement of stormwater drainage facilities, including but not limited to swales, pipes, structures, stormwater management basins, grading, slope stabilization, erosion control, landscaping, access roads and other appurtenant facilities, as well as the right to discharge stormwater, as shown on the Map.

The Drainage Easement includes the right of the GRANTEE, its officers, employees, agents, servants or contractors of ingress and egress to enter upon and along

the Easement Areas for the full and complete use, occupation and enjoyment of the Drainage Easement hereby granted, and all rights and privileges incident thereto, including but not limited to, any of the purposes hereinbefore specified.

The GRANTOR also hereby grants and conveys unto the GRANTEE all of the GRANTOR'S rights, title, interest in and to the lines, pipes, appurtenances, materials and other drainage system improvements installed or placed within the Easement Areas.

It is understood that the GRANTOR will be constructing improvements within the Easement Areas. Until such time as the aforementioned improvements are accepted by the GRANTEE, the GRANTOR is fully responsible for proper installation and for all maintenance and repairs and the proper functioning of the improvements within the Easement Areas and GRANTOR will indemnify and hold the GRANTEE harmless for any claims, losses, damages, or suits arising out of the operation of the improvements and the use of the Easement Areas prior to acceptance by the GRANTEE.

The GRANTOR, its heirs, successors and assigns, is hereby prohibited from blocking or obstructing the Easement Areas above or below grade or planting trees or substantial shrubs within the Easement Areas or constructing and/or maintaining any type of permanent or temporary structure including, but not limited to, underground pipes and conduits in, on, under or over the Easement Areas without written permission of the GRANTEE.

Subject to the foregoing, the GRANTOR, for itself, its heirs, successors and assigns, reserve the right to fully use and enjoy the Easement Areas herein described subject to the terms of this Drainage Easement herein granted to the GRANTEE.

The terms, covenants and agreements herein contained shall insure to the benefit

of, and be binding upon the parties hereto, and their respective heirs, distributees, legal representatives and all covenants herein shall run with the land affected hereby and shall be perpetual in duration and the GRANTOR shall execute and deliver any further documents necessary to assure the easements granted herein to the GRANTEE.

This conveyance is made pursuant to a consent of the partners of GRANTOR, and is made in the regular course of business of the GRANTOR, and the property conveyed does not constitute all or substantially all of its assets.

TO HAVE AND TO HOLD the said easement unto the GRANTEE, its successors and assigns forever.

TOGETHER WITH AN ABANDONMENT of an unrecorded easement solely depicted on a map entitled "Final Cluster Subdivision Plan for Frank Farms Phase Three" dated October 13, 2011 and filed in the Dutchess County Clerk's office on December 14, 2011 as Map # 10964 J burdening Lots 84 & 85 upon which map the easement is described as Utility Easement DR #15 and which is more particularly described in the annexed Schedule B, and to which the Town of LaGrange hereby joins in agreement to said abandonment in connection with its prior subdivision approval.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument as of the date first set forth above.

TOLL LAND V L.P.
By: TOLL PEPPERTREE INC., General Partner

By: Daniel Zalinsky, Vice President

TOWN OF LAGRANGE

By: Joseph Luna, Supervisor



TOWN OF LAGRANGE HIGHWAY DEPARTMENT

130 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540
845-452-2720 845-452-2709 FAX

DATE: April 1, 2013
TO: The Town Board
FROM: Michael Kelly
RE: Bid Recommendations

Town Board,

It is my recommendation that we accept the following Bids for the Equipment listed.

(2) Front plow, mid-wing, combo dump bodies with complete hydraulics from:

Hudson River Truck & Trailer for \$78,777.00 each body = **\$157,554.00**
They were the lowest bidder.

(1) Replacement body for truck #8 from:

Hudson River Truck & Trailer for \$ 23,367.00 each body = **\$ 23,367.00**
Sole bidder.

(2) New Cab & Chassis from:

Mid Hudson Mack for \$115,773.65 each body = **\$231,547.30**
This bidder met the specifications best.

Should you have any questions in regards to this recommendation, please contact me.

Thank you,

Michael Kelly,
Superintendent of Highways

RESOLUTION

IT IS HEREBY RESOLVED that Van DeWater & Van DeWater, LLP, Kyle W. Barnett, Esq., of counsel, is authorized to enter into a Stipulation settling the tax certiorari proceedings brought by Hudson Valley Resort, LLC against the Town of LaGrange for the 2010, 2011 and 2012 tax years and Robert Taft and Mr. Barnett are authorized to sign such other and further papers as are necessary to effectuate the settlement, no refunds are required said refund to be without interest if paid within ninety (90) days of service of a copy of the Judgment with notice of entry.

Dated: LaGrangeville, New York
April , 2013

MOVED BY Councilman Polhemus
SECONDED BY Councilman Bell
AYES 5
NAYS Ø

Christine O'Reilly - Sec
April 24, 2013

VAN DEWATER AND VAN DEWATER, LLP
COUNSELORS AT LAW

John B. Van DeWater (1892-1968)
Robert B. Van DeWater (1921-1990)
James E. Nelson
Gerard J. Comatos, Jr.
Ronald C. Blass, Jr.
Kyle W. Barnett

Audrey Friedrichsen Scott
Jonathan M. Ream
Adrienne Odierna

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POUGHKEEPSIE, NEW YORK 12601

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Noel deCordova, Jr. (Retired)
Edward vK Cunningham, Jr.
John K. Gifford
Cynthia S. Rosenzweig
Shari S.L. Hubner
Janis M. Gomez Anderson
Counsel

April 9, 2013

Town of LaGrange Town Board
Town Hall
120 Stringham Road
LaGrangeville NY 12540

Attn: Joseph Luna, Town Supervisor

Re: Hudson Valley Resort, LLC v. Town of LaGrange

Dear Supervisor Luna and Town Board Members:

This tax review proceeding involves one parcel identified as 50 Red Oaks Mill Road (6260-04-615329).

In summary form, the tentative settlement and reduction in assessed value is as follows:

Assessment Roll	Assessed Valuation	Reduction in Assessment	Final Assessment
2010	\$3,864,000	\$864,000	\$3,000,000
2011	\$3,709,400	\$959,400	\$2,750,000
2012	\$3,709,400	\$1,209,400	\$2,500,000

The settlement is to be paid without interest, if paid within ninety (90) days after service of an order of settlement with notice of entry.

This settlement is recommended by Robert Taft, Town Assessor. It is our opinion that we would not do any better than the settlement that is before you in the event of a trial.

April 9, 2013

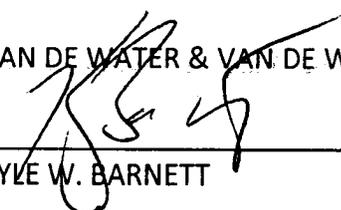
Enclosed is a Resolution for your consideration. By copy of this letter to the Town Clerk, I request that she advise me of your decision after it has been considered by you.

Thank you for referring this matter to us.

Very truly yours,

VAN DE WATER & VAN DE WATER, LLP

By:



KYLE W. BARNETT

KWB/tlr

Enclosure

cc: Robert Taft, Town Assessor

Christine O'Reilly-Rao, Town Clerk



TOWN OF LAGRANGE

OFFICE OF THE ASSESSOR

120 Stringham Road, Lagrangeville, NY 12540
TEL (845) 452-5889; FAX (845) 452-8997

April 12, 2013

Re: Hudson Valley Resort
Certiorari Consent Judgment.

Dear Town Board:

Please find attached a spreadsheet outlining the Refund amounts as calculated under the attached consent Judgment for Hudson Valley Resort.

I have been in consultation with Don McGrath and he and I have reviewed the appraisal that was submitted to the court by the petitioner.

Based on our discussion regarding the past assessed values, the hotel originally had a client base which was derived from IBM. A large majority of hotel's clients were from IBM's Boardman Road Conference Center. Clients would come from out of town to the Conference Center and stay at the hotel which is within 1-2 miles of the Conference Center. IBM has since sold the Conference Center and therefore the client base has diminished greatly over the past few years.

Vacancy rates have increased dramatically and therefore there is a negative impact on the valuation outcome for this property. Further increasing the vacancy rates are the increase in new hotels along the Route 9 corridor and within close proximity to the Route 9 IBM facility.

In light of these factors, it is my professional opinion that the attached consent judgment values be adopted by the Board in the way of a Resolution which is attached.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,
TOWN of LaGRANGE

Robert Taft
Assessor

received
4/15/13

Hudson Valley resort

Assessment Roll	Assessed Valuation	Reduction is Assessment	Final Assessment	Div. by 1000	Twn tax Rate	Refund amount
2010	\$3,864,000.00	\$864,000.00	\$3,000,000.00	864.00	\$2.04	\$1,762.56
2011	\$3,709,400.00	\$959,400.00	\$2,750,000.00	959.40	\$2.31	\$2,216.21
2012	\$3,709,400.00	\$1,209,400.00	\$2,500,000.00	1209.40	\$2.42	\$2,926.75
2013 reduced to 2012						
					Total Refund	\$6,905.52

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
HUDSON VALLEY RESORT, LLC,

Petitioner,

- against -

THE TOWN OF LA GRANGE, a Municipal
Corporation, its Assessor and Board of Review,

Respondents.

STIPULATION OF
SETTLEMENT

Index Nos. 5472/10
4632/11
3974/12

6260-04-615329
50 Red Oaks Mill Road

Hon. James V. Brands, JSC
-----X

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys for the respective parties hereto, that the assessment at issue in the above-entitled tax certiorari proceedings be corrected and reduced as follows:

Assessment Year	Original Assessment	Revised Assessment	Assessment Reduction
2010	3,864,000	3,000,000	864,000
2011	3,709,400	2,750,000	959,400
2012	3,709,400	2,500,000	1,209,400

and

IT IS FURTHER STIPULATED AND AGREED that the final assessments published for the years 2010 through 2012 of the petitioner's real property upon the assessment rolls of the Town of LaGrange and the Wappingers Central School District shall be corrected and reduced to read as hereinabove set forth; and

IT IS FURTHER STIPULATED AND AGREED that any ad valorem real property tax paid by the petitioner to the Town of LaGrange for the tax years 2011 through 2013

insofar as such tax may exceed the tax payment due on the reduced assessments as aforesaid, shall be refunded to the petitioner without interest if paid within ninety (90) days after the service of the Order with notice of entry, otherwise at the statutory rate; and

IT IS FURTHER STIPULATED AND AGREED that any real property tax paid by the petitioner to the Wappingers Central School District for the tax years 2011 through 2013, insofar as such tax may exceed the tax payment due on the reduced assessments as aforesaid, shall be refunded to the petitioner, without interest if paid within ninety (90) days after the service of the Order with notice of entry, otherwise at the statutory rate; and

IT IS FURTHER STIPULATED AND AGREED that in the event that taxes are unpaid and have already been billed, the officer or officers having custody of the assessment roll shall forward to the petitioner a new bill taxing said petitioner on the basis of the final total assessed valuation stipulated to herein, without penalty; and

IT IS FURTHER STIPULATED AND AGREED that the said tax review proceeding shall be discontinued forthwith without costs to any party and that an Order to said effect may be entered without notice.

Dated: Poughkeepsie, New York
April , 2012



THOMAS R. BEIRNE, ESQ.
DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP
Attorneys for Petitioner
One North Lexington Avenue
White Plains, New York 10601
(914)681-0200

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
HUDSON VALLEY RESORT, LLC,

Petitioner,

- against -

THE TOWN OF LA GRANGE, a Municipal
Corporation, its Assessor and Board of Review,

Respondents.

Hon. James V. Brands, JSC
-----X

ORDER OF
SETTLEMENT

Index Nos. 5472/10
4632/11
3974/12

6260-04-615329
50 Red Oaks Mill Road

Upon the Notice and Petitions and all other proceedings had herein, and on the annexed Stipulation of Settlement, and on motion of DeBello Donnellan Weingarten Wise & Wiederkehr, LLP, by Thomas R. Beirne, Esq., attorneys for the petitioner, and Van De Water & Van De Water, LLP, by Kyle W. Barnett, Esq., of counsel, attorneys for the Town respondents, it is

ORDERED that the assessment of petitioner's property located in the Town of LaGrange, Dutchess County, New York, having tax map number 6260-04-615329, be corrected and reduced for the 2010 through 2012 assessment rolls to a new total corrected assessment, as follows:

Assessment Year	Original Assessment	Revised Assessment	Assessment Reduction
2010	3,864,000	3,000,000	864,000
2011	3,709,400	2,750,000	959,400
2012	3,709,400	2,500,000	1,209,400

and it is further

KYLE W. BARNETT, ESQ.
VANDEWATER & VANDEWATER, LLP
Attorneys for Respondents
85 Civic Center Plaza
Suite 101
P.O. Box 112
Poughkeepsie, New York 12601
(845)452-5900

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-captioned assessments and taxes are levied thereon shall correct the said entries in conformity with this Judgment; and it is further

ORDERED that there shall be audited, allowed and paid by the Commissioner of Finance of Dutchess County or the Town of LaGrange, and that the Commissioner of Finance of Dutchess County or the Town of LaGrange shall make and pay to DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, attorneys for the petitioner, the amounts, if any, paid by said petitioner, its agents or representatives as Town ad valorem taxes for the 2011 through 2013 tax years against the said erroneous assessments in excess of what the Town ad valorem taxes should have been if the said assessments had been as determined by this Judgment, without interest if paid within ninety (90) days after service of this Order with notice of entry, otherwise at the statutory rate; and it is further

ORDERED that there shall be audited, allowed and paid by the Commissioner of Finance of Dutchess County and that the Commissioner of Finance of Dutchess County shall make and pay to DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, attorneys for the petitioner, the amounts, if any, paid by said petitioner, its agents or representatives as County taxes for the 2011 through 2013 tax years against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been as determined by this Judgment, without interest if paid within ninety (90) days after service of this Order with notice of entry, otherwise with interest at the statutory rate; and it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-captioned assessments and taxes are levied thereon shall correct the said entries in conformity with this Judgment; and it is further

ORDERED that there shall be audited, allowed and paid by the Commissioner of Finance of Dutchess County or the Town of LaGrange, and that the Commissioner of Finance of Dutchess County or the Town of LaGrange shall make and pay to DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, attorneys for the petitioner, the amounts, if any, paid by said petitioner, its agents or representatives as Town ad valorem taxes for the 2011 through 2013 tax years against the said erroneous assessments in excess of what the Town ad valorem taxes should have been if the said assessments had been as determined by this Judgment, without interest if paid within ninety (90) days after service of this Order with notice of entry, otherwise at the statutory rate; and it is further

ORDERED that there shall be audited, allowed and paid by the Commissioner of Finance of Dutchess County and that the Commissioner of Finance of Dutchess County shall make and pay to DelBello Donnellan Weingarten Wise & Wiederkehr, LLP, attorneys for the petitioner, the amounts, if any, paid by said petitioner, its agents or representatives as County taxes for the 2011 through 2013 tax years against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been as determined by this Judgment, without interest if paid within ninety (90) days after service of this Order with notice of entry, otherwise with interest at the statutory rate; and it is further

2013 TOWN OF LAGRANGE PROCLAMATION

WHEREAS, Parkinson's disease is a progressive neurological movement disorder of the central nervous system, which has a unique impact on each patient; and

WHEREAS, according to the Parkinson's Action Network, the Parkinson's Disease Foundation, the American Parkinson's Disease Association and the National Institutes of Health, there are over one million Americans diagnosed with Parkinson's disease; and

WHEREAS, symptoms include slowness, tremor, difficulty with balance and speaking, rigidity, cognitive and memory problems; and

WHEREAS, although new medicines and therapies may enhance life for some time for people with Parkinson's, more work is needed for a cure; and

WHEREAS, increase education and research are needed to help find more effective treatments with fewer side effects and ultimately a cure for Parkinson's disease; and

WHEREAS, a multidisciplinary approach to Parkinson's disease care includes local wellness, support, and caregiver groups; and

WHEREAS, April has been proclaimed as World Wide Parkinson's Awareness Month for all to recognize the need for more research and help in dealing with the devastating effects of Parkinson's disease.

NOW, THEREFORE, Joseph Luna, Town Supervisor of the Town of LaGrange, do hereby proclaim April as Parkinson's Awareness Month.

Given under my hand in these free United States in the Town of LaGrange, on this day of two thousand and eleven, and to which I have caused the Seal of the Town of LaGrange to be affixed and have made this proclamation public.



Joseph Luna – Town Supervisor

Attest:



Lawrence J. Paggi, P.E., P.C.

Consulting Engineering
43 Broad Street
Fishkill, New York 12524

Phone 845 897 2375
Fax 845 897 2239
E-mail ljpaggi@optonline.net

March 22, 2013

Town of LaGrange Town Board
c/o, Christine Reilly-Rao, Town Clerk
120 Stringham Road
LaGrangeville, New York 12540

Re: Providence Estates Re-Subdivision
Titusville Road and Red Oaks Mill Road
Individual Tax Map ID No. 6260-02-737552, 749569, 739583, 707584, 707567,
707550 & 709532
(Providence Estates Subdivision - Original Tax Map ID No. 6260-02-72555)

Dear Supervisor Luna and Members of the Board:

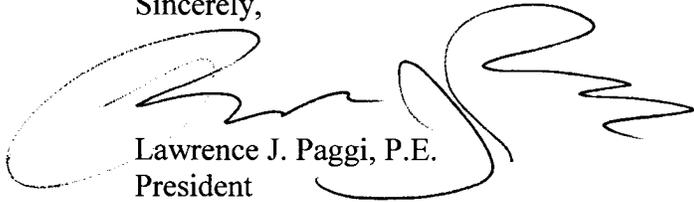
Our client, Providence Estates, LLC, received subdivision approval from the Planning Board for an eight lot residential subdivision on an 11.37-acre site located on the southwest corner of the intersection of Titusville Road and Red Oaks Mill Road in 2008.

This subdivision was recently re-approved by the Planning Board as a five lot residential subdivision with a common driveway. We are requesting a refund in the amount of \$8,000.00 for recreation fees that were paid for two lots that were part of the original subdivision approval but now no longer exist.

Therefore, on behalf of our client, we respectfully request that the above referenced project be placed on the Town Board's next available agenda to consider a refund of these recreation fees.

Your attention to this matter is appreciated. Please do not hesitate to contact our office if we may be of any assistance.

Sincerely,



Lawrence J. Paggi, P.E.
President

cc: Wanda Livigni, Administrator of Public Works



RECEIVED
3/26/13

Town of LaGrange Request for Proposal IT Management Services

The Town of LaGrange is requesting sealed proposals for information technology (IT) services for its main servers and workstations, as well as general IT supervision and recommendations for the Town's computer network. The proposals will be reviewed by the Comptroller and then presented to the Town Board for a final decision.

All proposals must be received no later than 4:00 p.m. on 5/15/13.

Sealed proposals must be received at the following address:

Town of LaGrange
ATTN: Town Clerk (Sealed Proposal – IT Management Services)
120 Stringham Rd.
Lagrangeville, NY, 12540

Network and Server Background:

The Town of LaGrange has approximately 30 employees and/or elected officials who use the computer network. Some users are remote and utilize VPN connectivity. There are two buildings, the Town Hall and the Highway Department. The Highway Department is not connected to the Town's servers.

The Town has two servers:

Dell Power Edge T410
Dell Power Edge 1800

Work Station Inventory

Supervisors Office: 2 workstations
Comptroller's Office: 3 workstations, 1 Laptop
Town Clerks Office: 4 workstations (1 primarily utilized for laserfiche)
Assessor's Office: 3 workstations, 1 Tablet
Tax Collectors Office: 1 workstation
Recreation Office: 2 workstations
Justice Court Offices: 3 workstations
**Planning, Building,
Zoning, / Public Works: 8 workstations, 1 Laptop**
Highway Department: 2 workstations
Water/Sewer Consultants: 1 workstation-used for remote access to software

Services Requested:

- Monthly Server Checks at an Onsite Visit (1 Hour per month)
- Monthly Workstation Checkups (3 Hours onsite per month)
- Telephone Technical Support M-F, 8am-4pm as needed for problem determination and resolution
- Programming, editing, hosting, maintenance and support of town website and online newsletter. (Approximately .5 hours per month-any additional time needed to be charged at an hourly rate)
- Remote monitoring of server
- Apply all required patches for security, operating system, and application software to servers
- Review error logs
- Set up new user accounts and remove user accounts as required.
- Assist with planning for upcoming purchase needs of hardware, software, network, and other appropriate technologies

- **Network Support (wired and wireless)**
Maintain switches, VPN device, wireless routers and repeaters, and assist with smart phone connectivity

- **System Optimization and Tuning**
Make adjustments, upgrades, and recommendations where applicable to ensure the network and servers continue to provide the service required.

- **Backup Verification**
Update documentation on backup process as needed and test at least quarterly

- **Anti-virus and Anti-spyware Maintenance**
Ensure server and local PCs are running the most recent version the Town has purchased and that they are upgraded and scans are run as needed to limit the exposure of equipment to virus attacks

- **Email Monitoring**
Monitor service provided through the Town's current spam filter Company. Recommend changes as necessary.

- **Documentation**
Assist in maintaining documentation on all system hardware and software

- **Other**
Other standard and ordinary IT management services as necessary to maintain server and network health

References; Background and Standards for Review:

- Provide at least three relevant references that may be contacted
- Describe experience with this type of support to customers
- References will be evaluated on compliance with this RFP, project management and team experience of proposer, the skills, training, experience and educational background of the individuals who will provide the services. Proposals should quote an annual lump sum fee (to be paid monthly) and an hourly rate for services beyond those included in the proposal. The Town of LaGrange reserves the right to accept or reject any or all proposals.
- The Town expressly reserves the right to negotiate contract terms with the responsible proposer meeting the requirements of the RFP prior to awarding a contract.
- For specifications, please review this RFP. For other questions, please contact Christine Toussaint (ctoussaint@lagrangenyc.org) or 845-452-1970 (press #).