

STATE OF NEW YORK
COUNTY OF DUTCHESS
TOWN OF LA GRANGE

TOWN BOARD MEETING
August 12, 2015

Present: Supervisor Alan Bell
Councilman Edward Jessup
Councilman Gary Polhemus
Councilman Joseph Luna

Absent: 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, Planning & Public Works

The regular meeting of the Town Board was held on Wednesday, August 12, 2015, at 120 Stringham Road, Town of LaGrange. Supervisor Bell called the meeting to order at 7:00 pm. The Town Clerk led the flag salute.

Mr. Bell asked for a motion to accept the minutes for July 22, 2015. Councilman Jessup moved to do so, seconded by Councilman Polhemus. The motion carried unanimously.

Mr. Bell asked for a motion to accept the monthly reports for July 2015. Councilman Luna moved to do so, seconded by Councilman Jessup. The motion carried unanimously.

• Building, Zoning, Planning & Public Works	Total \$28,764.50
• Highway Department	Total \$300.00
• Justice Hayes (incl. State Share)	Total \$21,842.50
• Justice O'Hare (incl. State Share)	Total \$16,027.00
• Recreation	Total \$42,357.50
• Town Clerk	Total \$1,358.20

Correspondence

Mr. Bell asked for a motion to accept a resignation letter from Recreation Assistant, Donna Lindo. Mr. Bell noted that Ms. Lindo is moving out of the area due to her husband's job. Councilman Polhemus moved to accept the resignation with regrets, seconded by Councilman Jessup. The motion carried unanimously.

Agenda

Mr. Blass explained the process of getting a Conservation Easement between DLC and the Town and between the Suters and DLC. The first step was to approve the Short EAF and Negative Declaration.

Councilman Jessup, seconded by Councilman Luna moved to accept the Short EAF. The motion carried unanimously. (SEE ADDENDUM)

Councilman Luna, seconded by Councilman Jessup moved to accept the Negative Declaration. The motion carried unanimously. (SEE ADDENDUM)

Resolution: Agreement and Conservation Easements (Town of Lagrange - DLC and the Suters - DLC) (SEE ADDENDUM)

The Justices requested approval for Court Clerks, Carol Ann Harklerode and Carolyn Harklerode as well as Justice Stephen O'Hare to attend training in Niagara Falls from September 27 through September 30th.

The total cost will be \$1,179 for Justice O'Hare, \$688 for Carol Ann Harklerode and \$90 for Carolyn Harklerode. The Clerks are also requesting use of the Town car.

Councilman Luna moved to approve the Clerks' training, seconded by Councilman Jessup. The motion carried unanimously.

Councilman Jessup moved to approve Magistrates training for Justice O'Hare, seconded by Councilman Polhemus. The motion carried unanimously.

Supervisor Bell approved the use of the Town car.

The Administrator of Planning & Public Works requested approval to open an escrow account for the Central Hudson – G Line Site Plan with a starting balance of \$5,000.

Councilman Polhemus moved to approve the request, seconded by Councilman Jessup. The motion carried unanimously.

The Comptroller requested Town Board approval for Budget Transfers and Amendments, including LPI funds for the paving of Freedom Park \$17,568.02. (SEE ATTACHED)

Councilman Polhemus moved to approve the request, seconded by Councilman Jessup. The motion carried unanimously.

The Highway Superintendent requested approval to go out to bid for highway materials, road sweeping and road paving for the contract period of October 1, 2015 through September 30, 2016. (SEE ADDENDUM)

Councilman Polhemus moved to approve the request, seconded by Councilman Jessup. The motion carried unanimously.

The Highway Superintendent requested approval to reject all bids for liquefied petroleum (LP) and permission to go out to bid again at the end of August. The bids do not meet all of the specifications requested.

Councilman Luna moved to approve the request, seconded by Councilman Polhemus. The motion carried unanimously.

The Director of Parks & Recreation requested approval for the use of LPI monies in the amount of \$17,538.30 to cover the additional cost of paving at Freedom Park. Mr. Bell noted that this request was covered when the Board approved the Comptroller's request for Budget Transfers and Amendments.

Committee Reports

Water and Sewer

No report

Recreation

There will be a movie in Freedom Park this Saturday and a concert on Sunday.

Open Space

Mr. Jessup stated that he, Councilman Polhemus, Ms. Washburn and Mr. Htoo had walked the Menken property. He will be setting up a meeting with DLC to discuss the property.

Highway

Mr. Polhemus has been working on the Capital Plan for the 2016 budget preparation. Two pick-up trucks at approximately \$50,000 each and one trailer for the Parks Department at \$3,000 will be needed for 2016. Highway will be renting a backhoe and loader for the winter at a cost of \$32,000. By renting and not purchasing the equipment the Town will enjoy substantial savings. A discussion on the anticipated equipment needs for 2017 through 2008 followed.

Business Economic Development Committee

Mr. Jessup stated that the Committee had met on August 3rd and will meet again on the 17th to discuss a possible Craft Fair for September.

Assessor

No report

Town Attorney

No comment

Planning & Public Works

No comment

Public Comment

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

There were no comments from the Public.

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

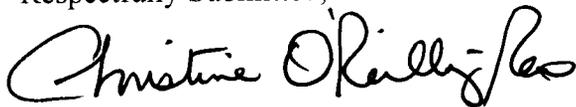
Town Board Discussion

Supervisor Bell opened a discussion on proposed legislation on Solar Panels and Solar Farms. The law is based on a model law which has been drawn up by Pace University for the State.

Mr. Bell stated that one or more of the sports leagues have requested the placement of cameras at the Town Parks due to vandalism. A discussion followed.

Councilman Jessup moved to adjourn at 8 pm, seconded by Councilman Polhemus. The motion carried unanimously.

Respectfully Submitted,



Christine O'Reilly-Rao
Town Clerk

ADDENDUM

- Short EAF: Conservation Easements (Town of LaGrange, Suters, DLC)
- Negative Declaration: Conservation Easements
- Resolution with Agreement and Exhibits: Suter Property
- Notice of Adoption: Suter Property Easement Resolution
- Affidavit of Posting: Suter Property Easement Resolution
- Affidavit of Publication: Suter Property Easement Resolution
- Certificate of Non-Receipt: Suter Property Easement Resolution
- Affidavit of Publication: Certificate of Non-Receipt
- Budget Transfers and Amendments
- Memo: Highway Materials List, Sweeping & Paving Bid Request

Short Environmental Assessment Form

Part 1 - Project Information

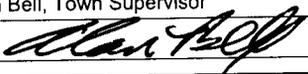
Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Town of LaGrange Town Board, Town Hall, 120 Stringham Road, Lagrangeville, New York 12524			
Name of Action or Project: Dutchess County Land Conservancy ("DLC"), Suter, Town of LaGrange Open Space Preservation			
Project Location (describe, and attach a location map): Titusville Road, Town of LaGrange, County of Dutchess, State of New York			
Brief Description of Proposed Action: Agreement among DLC, Suter, and Town of LaGrange for the establishment and preservation of open space, including the gifting of two parcels of real property by Suter to the Town of LaGrange, the establishment of conservation easements in favor of DLC on said properties, and the giving of a conservation easement by the Town to DLC regarding adjacent real property of the Town.			
Name of Applicant or Sponsor: N/A		Telephone:	
		E-Mail:	
Address:			
City/PO:		State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 61.88 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
		NO	YES	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	b. Are public transportation service(s) available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A - Open Space Preservation	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A - Open Space Preservation	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban				
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16. Is the project site located in the 100 year flood plain?	NO	YES		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p>		
<p>Applicant/sponsor name: Alan Bell, Town Supervisor</p>	<p>Date: <u>8/12/2015</u></p>	
<p>Signature: <u></u></p>		

Project:

Date:

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town of LaGrange Town Board <hr/> Name of Lead Agency	8/12/2015 <hr/> Date
Alan Bell, Supervisor <hr/> Print or Type Name of Responsible Officer in Lead Agency	Supervisor <hr/> Title of Responsible Officer
 <hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)

TOWN OF LAGRANGE TOWN BOARD

NEGATIVE DECLARATION NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

WHEREAS, the Town of LaGrange Town Board proposes to implement a plan of Open Space Preservation along Titusville Road in the Town of LaGrange by cooperative agreement among the Town, Dutchess County Land Conservancy ("DLC"), and Robert B. Suter and Valerie J. Suter involving the establishment of conservation easements to be administered by DLC on the following tax parcels of real property: 6260-02-501842, 6260-02-573641, and four (4) acres of 6260-02-510715; and

WHEREAS, this negative declaration is prepared in accordance with Article 8 of the Environmental Conservation Law; and

WHEREAS, the name and address of the lead agency is: Town of LaGrange Town Board, 120 Stringham Road, LaGrangeville, New York, 12540; and

WHEREAS, the Town of LaGrange Town Board has determined that this action is a Unlisted action pursuant to 6 NYCRR Part 617 of the NY State Environmental Quality Review Act (SEQRA), that it is the only involved agency for the purposes of SEQRA review, and that the action will therefore not be subject to coordinated review; and

WHEREAS, the Town of LaGrange Town Board has caused the preparation of a Short Environmental Assessment Form (SEAF); and

WHEREAS, the Town of LaGrange Town Board has reviewed the action and all relevant supporting documentation and has compared the action with the criteria set forth in 6 NYCRR Part 617 and has determined that no significant adverse environmental impacts associated with the proposed action have been identified. The Board offers the following information supporting and substantiating this determination:

The act of adopting the new local law will not result in any direct or physical adverse environmental impact.

1. The action will not result in a substantial adverse change in existing air quality, ground or surface water quality, traffic or noise levels, a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems.
2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movements of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial impacts on a threatened or endangered species of animal or plant or the habitat of such a species or other significant adverse impacts to natural resources.
3. The action will not create a material conflict with the community's current plans or goals as officially approved or adopted.
4. The action will not result in the impairment of the character or quality of important historical, archeological, architectural or aesthetic resources of the existing community or neighborhood character.
5. The action will not create a hazard to human health.
6. The action will not cause a substantial change in the use or intensity of use of land, including agricultural, open space or recreational resources or in its capacity to support existing uses.
7. The action will not result in the creation of a material demand for other actions that would result in one of the above consequences.

8. The action does not involve changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment.

NOW, THEREFORE, BE IT RESOLVED, that the Town of LaGrange Town Board has examined the impacts which may be reasonably anticipated to result from the action, and has determined that these actions will not have any significant adverse impact on the environmental and that a Draft Environmental Impact Statement need not be prepared; and

BE IT FURTHER RESOLVED, that the Town of LaGrange Town Board hereby issues this Negative Declaration pursuant to the requirements of the State Environmental Quality Review Act.

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

Supervisor Bell	AYE
Councilman Jessup	AYE
Councilman Luna	AYE
Councilman Polhemus	AYE
Councilman Dyal	ABSENT

Dated: Lagrangeville, New York
August 12, 2015


CHRISTINE O'REILLY-RAO
TOWN CLERK

Contact Person:
Christine O'Reilly-Rao, Town Clerk
120 Stringham Road
LaGrangeville, NY 12540
845-452-1830

RESOLUTION

Councilman Jessup offered the following resolution, which was seconded by Councilman Luna who moved its adoption:

WHEREAS, the Town of LaGrange proposes for valid consideration to enter into an Agreement with Dutchess County Land Conservancy (“DLC”) and Robert B. Suter and Valerie J. Suter (“Suter”) covering, in part, an obligation of the Town to convey to DLC a conservation easement covering four (4) acres of the Town’s 8.8 acre parcel of real property on Titusville Road in the Town of LaGrange, County of Dutchess, State of New York, more particularly identified as LaGrange Tax Parcel No. 6260-02-510715; and

WHEREAS, a copy of the Agreement is annexed hereto; and

WHEREAS, the Town Board has previously approved by resolution dated February 25, 2015, the acceptance by gift from Suter, as owner(s), of two (2) parcels of real property in the Town of LaGrange, County of Dutchess and State of New York, consisting of approximately 37.4 acres and 20.48 acres, respectively, located on Titusville Road, and designated as Tax Map No. 133400-6260-02-501842-0000 and Tax Map No. 133400-6260-02-573641-0000, respectively, on the Tax Map of the Town of LaGrange.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Town Board approves of the terms of the annexed Agreement with DLC and Suter, and it authorizes the Supervisor to sign this Agreement, or any other version of the Agreement having substantially the same or similar terms and conditions.

2. The Town Board authorizes the conveyance of a conservation easement to DLC, as described in the Agreement, subject to permissive referendum under Article 7 of the Town Law.

3. The Supervisor is authorized to execute any and all instruments, documents, and agreements related or incidental to completion of the performance of the Agreement by the Town, including but not limited to the conveyance of the conservation easement to DLC.
4. This resolution is subject to permissive referendum in accordance with the provisions of Article 7 of the Town Law.

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

Supervisor Bell	AYE
Councilman Jessup	AYE
Councilman Luna	AYE
Councilman Polhemus	AYE
Councilman Dyal	ABSENT

DATED: LaGrangeville, New York
August 12, 2015


CHRISTINE O'REILLY-RAO, TOWN CLERK

AGREEMENT

**By and Between
DUTCHESS LAND CONSERVANCY (“DLC”)**

and

THE TOWN OF LA GRANGE (“Town”)

and

ROBERT B. SUTER AND VALERIE J. SUTER (“Suters”)

WHEREAS, DLC, the Town and the Suters (collectively, “the Parties”) have a mutual interest in conservation of ecologically important lands in the Wappinger Creek watershed in the Town of LaGrange, Dutchess County, New York State;

WHEREAS, the Suters are owners in fee of two parcels of real property located on Titusville Road in the Town of LaGrange, County of Dutchess, State of New York, (the “Suter Property”), and have agreed to convey to DLC, a conservation easement on the 57.88 acre Suter Property and, once the conservation easement burdens the property, shall convey the Suter Property in fee title to the Town;

WHEREAS, the Town passed a Town Board Resolution on February 25, 2015 accepting the Suter Property for open space preservation subject to a conservation easement with DLC and shall incorporate the property into the Town’s land holdings;

WHEREAS, the Town, owner in fee of real property located on Titusville Road in the Town of LaGrange (the “Town Property”), passed a Town Board Resolution, subject to permissive referendum, on August 12, 2015 to convey a conservation easement to DLC on a four-acre portion of the 8.8 acre property that shares common boundaries with the Suter Property;

WHEREAS, DLC, a nonprofit 501(c)(3) conservation organization that is qualified to accept conservation easements for the purpose of preserving and protecting natural, scenic, and open-space values of real property, has agreed to accept a conservation easement on the Suter Property and the Town Property by way of approval by the DLC Executive Committee on July 20, 2015;

WHEREAS, the Parties are entering into this Agreement in order to establish their respective roles, rights and obligations in moving forward with land conservation on Titusville Road in the Town of LaGrange.

THE FOLLOWING TERMS ARE HEREBY UNDERSTOOD AND AGREED:

1. Property Description:

- The Suter Property, located on Titusville Road/County Route 49 in the Town of LaGrange, County of Dutchess, State of New York, is approximately 57.88 acres of unimproved land and consists of two tax parcels, identified by section-block-lot numbers 6260-02-501842 and 6260-02-573641.
- The Town Property, located on Titusville Road/County Route 49 in the Town of LaGrange, County of Dutchess, State of New York, is approximately 8.8 acres of land improved with one non-functioning water pump station, consists of one tax parcel

situated between the two Suter parcels, and is identified by section-block-lot number 6260-02-510715.

2. Real Property to be Conveyed:

- DLC shall purchase through bargain sale, a conservation easement on the entirety of the Suter Property for eight thousand dollars (\$8,000). A copy of the conservation easement is attached hereto as Exhibit "A". The conservation easement is valued at approximately \$10,000 per an appraisal completed by Donald McGrath and Irene Mehalakes of McGrath and Company, dated March 18, 2015.
- Immediately following conveyance of the conservation easement to DLC and their easement burdening the property, the Suters shall transfer the entire Suter Property in fee to the Town, free of all liens and encumbrances of any kind, except for the conservation easement.
- The Town shall simultaneously convey to DLC, for the consideration set forth in Paragraph "4" of this Agreement, infra, a conservation easement on a four-acre portion of the Town Property, bordering the Wappinger Creek. A copy of the conservation easement is attached hereto as Exhibit "B".
- DLC has commissioned a land survey of the Suter and Town Properties and shall provide a survey map and property descriptions prior to closing.

3. Terms of Conservation Easements to be Conveyed to Dutchess Land Conservancy:

- The conservation purposes of both conservation easements will be to protect the quality of each Property's woodlands, streams and wetlands, habitat and scenic quality by restricting development of the property, while allowing passive public recreation. The Properties will be used solely for passive public recreation, education, protection of wildlife habitat and water quality, and the conservation and preservation of ecological resources. No non-forestry commercial uses of the property shall be permitted and no industrial, residential or institutional use of the property is permitted.
- The conservation easement on the Town Property will also permit the following:
 - In the event the Town constructs a wastewater facility on a portion of the above described Town Property that is not subject to conservation easement, the Town would be permitted to install and maintain a below-ground discharge pipe through the area of the Town Property subject to the conservation easement as long as the pipe is installed in the most ecologically sensitive manner possible, subject to required permits from regulating agencies. The Town shall maintain a 30-foot wide area above the pipe that is clear of trees and shrubs, and the Town may access the pipe on an as-needed basis for repair/maintenance as long as the Town restores any disturbed lands to their previous condition. Subject to required permits from regulating agencies, the Town may also perform construction projects in wetlands provided their sole purpose is to enhance retention of flood waters.
- The conservation easement on the Suter Property will also permit the following:
 - Improvement of a driveway across the Suter Property to better, and more safely, access the Town Property at a pre-agreed upon location. Any fill used in developing the driveway shall be "clean" and will only be deposited outside the floodplain.

4. Terms of Closing:

- Closing shall take place at the Town of LaGrange Town Hall, 120 Stringham Road, LaGrangeville, New York on or about October 15, 2015, or at such other time and place as the parties shall mutually agree. Closing by December 31, 2015 shall be time of the essence.
- DLC will pay the Suters \$8,000 upon the execution of a conservation easement on the Suter Property.
- The approximate sum of the 2015/2016 school tax and 2016 land tax is \$8,000. Suter shall pay any prior unpaid or outstanding taxes at closing.
- The Suters, upon conveying the property as a gift to the Town, will provide two checks to the Town to be made payable to taxing entities, amounts to be confirmed at closing including:
 - One bank check in the amount of six thousand twenty-four dollars (\$6,024) payable to the School Tax Collector for the Town of LaGrange, to relieve the school tax liability for the 2015/2016 tax year. Check No. _____
 - ❖ In the event the closing occurs after 2015/2016 school taxes are due, Suters will pay the school taxes prior to the Closing and provide supporting documentation at closing.
 - One bank check in the amount of one thousand nine hundred sixty-three dollars (\$1,963) payable to Receiver of Taxes for the Town of LaGrange, to relieve the Town and County and Fire District property tax liability for the 2016 tax year. Check No. _____
- By signing below, parties agree that two above referenced checks have been received by the Town of LaGrange (to be updated at closing as necessary).

5. Conditions

a) The parties' obligations are subject to non-receipt by the Town of a duly signed petition for permissive referendum, under Article 7 of this state's Town Law, of the conveyance of the conservation easement by the Town.

Alan Bell

Robert B. Suter

Valerie J. Suter

IN WITNESS WHEREOF, the parties have executed this Agreement this day of , 2015

DUTCHESS LAND CONSERVANCY, INC.

By _____
Rebecca E. C. Thornton, President
P.O. Box 138
Millbrook, NY 12545

THE TOWN OF LAGRANGE

By _____
Alan Bell, Town Supervisor
120 Stringham Road
LaGrangeville, NY 12540

LANDOWNERS

Robert B. Suter
131 Titusville Rd
Poughkeepsie NY 12603

Valerie J. Suter
131 Titusville Rd
Poughkeepsie NY 12603

EXHIBIT A

Conservation Easement between
Dutchess Land Conservancy
and
Robert Suter and Valerie Suter

EXHIBIT B

Conservation Easement Between
Dutchess Land Conservancy
and
the Town of La Grange

CONSERVATION EASEMENT

Between

TOWN OF LAGRANGE

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Draft Version 1
July 10, 2015

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** is entered into this ____ day of _____, 2015, between **the TOWN OF LAGRANGE**, a New York municipal corporation having an office at 120 Stringham Road, LaGrangeville, New York, 12540, as Grantor (the "Landowner"), and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy").

Recitals

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

WHEREAS, the Property consists of approximately 4.0 acres of unimproved land, located on Titusville Road/County Road 49 Road in the Town of LaGrange, Dutchess County, New York.

WHEREAS, the Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference, and on a survey map titled "...", prepared by Brian M. Houston, Licensed Land Surveyor, dated _____ and revised on _____, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____.

WHEREAS, this Conservation Easement is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 et seq., of the Code of Federal Regulations, as amended.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code, to wit, a publicly funded, nonprofit 501(c)(3) organization with the authority to accept lands, easements and buildings for the purpose of preserving and protecting natural, scenic, agricultural, wooded/forested and open-space values of real property, and with the commitment to preserve the conservation purposes of this Conservation Easement.

WHEREAS, the parties recognize the following:

1. The Property is characterized by scenic views, open farmland, woodlands, streams, wetlands, and natural beauty, and is highly visible from Titusville Road/County Road 49 a public highway.

2. It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's woodlands, streams, and wetlands while restricting development so that it is compatible with the natural surroundings.
3. The Property meets the Criteria for Acceptance of Conservation Easements of the Conservancy. In addition, protecting this Property fulfills part of the Conservancy's vision for Dutchess County as outlined in the Conservancy's 2013-2017 Strategic Plan approved by the Board of Directors on December 7, 2012. This includes protecting connected corridors that ensure diverse and well-functioning ecosystems, provide numerous health benefits including clean drinking water, the opportunity for people to enjoy the outdoors, and to appreciate important natural areas and open spaces. This helps to inspire the public's love and connection to nature and reinforces their sense of home.
4. Town Comprehensive Plan Language (to be completed upon receipt of the plan from the Town)
5. The *Town of LaGrange Open Space Plan* (the "LaGrange OSP"), prepared by the LaGrange Open Space Committee and Behan Planning Associates, and adopted by the LaGrange Town Board on June 13, 2007, centers around an Open Space Vision Map which illustrates an interconnected open space network of core areas as priority for protection. The property falls within three of the five core areas, and is identified as being of a high priority for protection.

The Wappinger Creek Greenway Core Area is a top priority ecological corridor through the Town; a "linear open space corridor that serves as a recreational and ecological haven in the developing area of town." The LaGrange OSP recommends that "the town explore the conservation of lands along the creek's edge for flood and watershed protection. The creation of public access areas and overlooks (visual access) to the Wappinger Creek is important for public education purposes."

The Natural Areas Core Area contains "major regional ecological systems" that pass through the Town. Specifically, the Wappinger Creek Floodplain between Titusville and Red Oaks Mill, the area in which the Property is located, is listed as a high priority due to its opportunities for passive recreation, trail connections and public access, in addition to the significance of floodplain and wetland protection.

The Trail Areas Core Area was developed with the goal to connect resources, create trails that connect neighborhoods, offer a diversity of trail experiences and provide alternate transport opportunities. The Wappinger Creek Greenway Trail is envisioned as a low impact trail corridor adjacent to the Wappinger Creek, and extends from Red Oaks Mill to Pleasant Valley. The Property is located at the Red Oaks Mill end of the Wappinger Creek Greenway Trail.

6. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which streams and wetlands should be preserved. *Directions*

emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood-carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

7. The Property is almost entirely covered by wetlands and is in the watershed of the Wappinger Creek, a tributary of the Hudson River. The *Natural Resource Management Plan for the Wappinger Creek Watershed*, prepared by the Dutchess County Environmental Management Council, Dutchess County Soil and Water Conservation District, Wappinger Creek Watershed Planning Committee, and the Dutchess County Water Quality Strategy Committee identifies the property as being within the Direct Drainage East Subwatershed, which is contained within the Town of LaGrange. The Wappinger Creek Plan also describes wetlands in the Wappinger Creek watershed as "important for flood control, pollutant filtering, recreation, wildlife habitat, endangered species habitat and open space value." The Wappinger Creek Plan recommends protecting natural vegetated buffer zones in this subwatershed.
8. The Property is located within the Hudson Valley EcoRegion of Dutchess County, which "extends along the entire western boundary of the County...and consists of plains broken by hills and terraces, with a narrow floodplain along the Hudson River", as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written in October 2010 by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy

Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, and contiguous forests, all of which have a strong representation on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

9. The Property is entirely covered by Freshwater Wetland No. PK-23, a 108-acre Class 2 wetland, designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately one acre of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.
10. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property has almost 500 feet of frontage along the Wappinger Creek, a Class C(T) stream (H-101), which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing, particularly designating the Wappinger Creek as being trout waters. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.
11. The entire Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.
12. The entire Property is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.
13. The Property is entirely wooded and part of a larger unbroken tract of woodlands that represents valuable habitat as a contiguous floodplain forest.
14. The Property has approximately 500 feet of frontage along the Wappinger Creek. The 2009 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS Plan") lists the Hudson River tributaries such as Wappinger Creek, Little Wappinger Creek and Roeliff Jansen Kill as important sites which protect habitat and provide access to stream banks of tributaries, especially in proximity to their estuarine waters.

15. The Property is located within a Hudson River Estuary Area of Biological Concern, a “biodiversity area notable for tributaries and riparian habitat.” as described in the 2006 *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, prepared by New York Cooperative Fish and Wildlife Research Unit, Cornell University and New York State Department of Environmental Conservation-Hudson River Estuary Program. In particular, the Wappinger Creek on the Property acts as an interface between aquatic and terrestrial ecosystems, and the riparian zone is a critical source of biodiversity.
16. The *Comprehensive Wildlife Conservation Strategy Plan*, (the “CWCS Plan”) prepared by NYS Department of Environmental Conservation, identifies the area in which the Property is located as the Hudson River Valley of New York’s upper Hudson River basin, an area of New York State in which forests, wetlands and other aquatic habitats are considered critical. The CWCS Plan includes Dutchess County’s wetland complexes as being a “hot spot for amphibian and reptile biodiversity in New York State.” The Property consists of wetland, river and stream habitats embedded within a forested floodplain, identified as an important habitat in the CWCS Plan.

The CWCS Plan identifies the most prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

17. Subdivision and development pressure threaten the continued rural, scenic, ecological, wooded, and open space character of the Property and the scenic view along Titusville Road/County Road 49.

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

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

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

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, and for the benefit of the general public, the Landowner and Conservancy have established this Conservation Easement on, over and across the Property consisting of the foregoing recitals and the following purposes, terms, mutual covenants, restrictions and affirmative rights granted to the Conservancy, which shall run with and bind the Property in perpetuity, and the parties agree as follows:

1. Grant of Conservation Easement. The Landowner grants to the Conservancy a perpetual conservation easement on, over and across the Property on the terms contained in this Conservation Easement. The Conservation Easement shall encumber the Property.

2. Purpose. The conservation purposes of the Conservation Easement granted hereby are to conserve the scenic, open, wooded and natural character of the Property and to protect the quality of its woodlands, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property while allowing Passive Public Recreational use, as defined herein. The Landowner and the Conservancy intend that this Conservation Easement will confine the use of the Property to activities that are consistent with the purposes of this Conservation Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Conservation Easement.

3. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions. The Property remains subject to all applicable federal, state and local laws and regulations. However, if the Conservation Easement is more restrictive than federal, state and local laws and regulations, the Conservation Easement restrictions shall govern with respect to the development and use of the Property.

4. Reserved Rights. The Landowner reserves for themselves and their successors in interest all rights with respect to the Property or any part thereof, including, without limitation, the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement.

5. Definitions. When used in this Conservation Easement, the following terms shall be defined as set forth below. Defined terms used in this Conservation Easement are generally capitalized as a convenience to the reader. All other terms not herein defined shall be interpreted according to their customary meaning.

Footprint Area - The Footprint Area of a Structure or Improvement shall be defined as the area of the Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

Forestry Uses - Forestry Uses shall be limited to gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other useful products or for water quality, wildlife habitat and other conservation purposes. *See Section 6.15.*

Height - The Height of a Structure or Improvement shall be defined as the measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or

Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement, shall be considered the top of the roof line and measured accordingly.

Improvement - Improvement shall be defined as anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to , woods roads, trails, bridges, parking areas, ponds, drainage ways, and utility lines.

Passive Public Recreational Uses - Passive Public Recreational Use shall be defined as non-commercial outdoor activities compatible with preserving natural resource functions, including but not limited to the use of land for walking, hiking, picnicking, snowshoeing, cross country skiing, sunbathing, fishing, bird watching, and conducting seasonal tours and educational programs that do not require any indoor facilities. Passive Public Recreational Uses shall not include indoor activities, golf courses, hunting or any obtrusive outdoor activities that may have noise or other adverse impacts on natural or open space values, including organized sports (e.g. baseball, football, soccer, tennis, golf) or the operation of motorized vehicles for non-emergency or non-maintenance purposes.

Renewable Energy Facilities – Renewable Energy Facilities shall be defined as Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol. *See Section 6.5.*

Structure - Structure shall be defined as any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to benches, composting restroom facilities, storage facilities, boardwalks, gazebos, viewing platforms, observation blinds, kiosks, camping lean-tos, bridges and Renewable Energy Facilities.

6. Restrictions Applicable to the Property. By this Conservation Easement, the Landowner agrees to restrictions that apply to the entire Property as set forth in this Section 6. The Landowner may take certain actions relating to the Property only after giving the Conservancy prior notice and/or obtaining the Conservancy's prior consent, as set forth in Section 7. The procedure for giving such notice and seeking such consent, and the standards governing the Conservancy's decision whether to grant or withhold such consent, are set forth in Section 7. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Section 6. All existing and new Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged, razed or destroyed. If the Landowner removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Landowner shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3.

6.1 Public Access. There shall be public access to the Property, except that access to those areas customarily used for maintenance, safety and public health purposes, or which are

ecologically sensitive, may be restricted. The Landowner may promulgate rules and regulations regarding hours of use for the public.

6.2 Use of Property. The Property shall be used solely for Passive Public Recreational Use, education, protection of wildlife habitat and water quality, and the conservation and preservation of ecological and historic resources. No commercial uses of the Property other than Forestry Uses shall be permitted and no industrial, residential, or institutional use of the Property is permitted, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Limited agricultural use may be permitted with prior consent of the Conservancy pursuant to Section 7.2 and 7.3, provided agricultural activity has minimal impact on wildlife habitat, water quality and ecological and historic resources.

6.3 Structures and Improvements Permitted on the Property. All Structures and Improvements to be located on the Property shall require prior consent from the Conservancy pursuant to Sections 7.2 and 7.3. The construction, repair and maintenance of any permitted Structure or Improvement shall be undertaken in a way, which mitigates, to the greatest extent practicable, any effects to the ecological and natural condition of the Property. The following improvements may be constructed, installed and maintained on the Property:

6.3(a) Footprint Area Coverage Limitations. All roofed Structures on the Property shall not exceed an aggregate Footprint Area of 1,000 square feet. Individual unenclosed roofed Structures shall not exceed a Footprint Area of 1,000 square feet or a Height of 25 feet, unless the Conservancy otherwise consents. No permanent enclosed structures shall exceed a Footprint Area of 400 square feet and their Height shall not exceed 25 feet.

6.3(b) Structures and Improvements. Subject to prior consent from the Conservancy and size limitations as set forth in Section 6.3(a) herein, those Structures and Improvements which are reasonably necessary to the use and enjoyment of the Property as a public park/preserve, including but not limited to benches, composting restroom facilities, storage facilities, railings, gates, drainage ways, boardwalks, gazebos, camping lean-tos, viewing platforms, observation blinds, bridges, nesting boxes, kiosks, and informational and directional signs shall be permitted on the Property.

6.3(c) Parking Area. No parking area shall be permitted on the Property.

6.3(d) Discharge Pipe. Notwithstanding anything to the contrary in this Conservation Easement concerning a need for review and approval by the Conservancy under Sections 7.2 and 7.3, and subject to providing required permits from Federal, State and local regulatory agencies, and with only prior notice to the Conservancy pursuant to Section 7.1, the Landowner may install one (1) underground pipe servicing a wastewater treatment facility on adjoining land, for discharge into the Wappinger Creek. Where possible, the discharge pipe shall be installed, repaired and/or replaced via a trenchless method that will result in minimal to no environmental degradation, such as directional drilling/boring or cured-in-place lining. The Landowner

may also maintain a 30-foot wide corridor over the pipe that is free of trees and shrubs in order to reduce conflicts between roots and the pipe.

6.3(e) Other Facilities, Improvements, and Structures. Subject to prior consent by the Conservancy, additional recreational, cultural and support facilities consistent with the use and enjoyment of the Property as a public preserve, for Passive Public Recreational Use, as long as such support facilities do not impair the conservation purposes of this Conservation Easement.

6.4 Active Recreational Facilities. Active recreational facilities, including but not limited to baseball diamonds, golf courses, driving ranges, football fields, soccer fields, tennis courts, or swimming pools shall be prohibited.

6.5 Renewable Energy Facilities. With the prior consent of the Conservancy, facilities for the generation of energy from renewable resources for non-commercial use principally on the Property, may be built, provided that the design, location, size, Height and output of any such facilities shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3, and further provided that such Structures conform with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

6.6 Signs. No signs shall be permitted except to state the name and/or address of the Property, to advertise an on-site activity permitted by this Conservation Easement, to mark trails, walkways and driveways, to warn of potential dangers or hazards, to announce that the Property is subject to a conservation easement and/or identify the holder of the conservation easement, to acknowledge contributors to the Property's acquisition, and/or to post the Property to control unauthorized entry or use. Such signs shall be of professional quality and their size, placement, number and design shall not significantly diminish the scenic and rural character of the Property.

6.7 Fences. Customary fences such as wire, board or post and rail, and other fencing that does not impair the views of the Property, may be erected, repaired or replaced. Additional types of fencing shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.8 Woods Roads, Trails, and Parking Areas. The Landowner may construct, manage, use and maintain trails on the Property to support an onsite or regional trail system, for purposes of walking, hiking, cross-country skiing, or other non-motorized recreational use. Trails and woods roads may be located anywhere on the Property provided that trails follow woods roads where possible and that trails and woods roads are constructed and located in a manner which is compatible with the Forested Use of the Property and which minimizes erosion and adverse effect on scenic landscape quality. No driveways or roads, except for woods roads, shall be constructed on the Property, and no driveways or roads except for wood roads shall be permitted that traverse the Property to gain access to neighboring lands not protected by this Conservation Easement. Parking Areas shall not be permitted. Paving of woods roads or trails is prohibited.

6.9 Vehicular Use. Except as may be required for emergency purposes, for necessary management or monitoring activities of the Conservancy or the Landowner, or for the construction and maintenance of permitted Improvements, the use of motorized vehicles, including, without limitation, automobiles, all-terrain vehicles, snowmobiles, and motorcycles as well as non-motorized bicycles is prohibited.

6.10 Drainage Ways. Drainage ways may be located on the Property provided that they are constructed and located in a manner which is compatible with public access and Forested Use of the Property, and which minimizes erosion and adverse effects on scenic landscape quality.

6.11 Lighting. Outdoor lighting shall not be allowed on the Property without prior consent from the Conservancy, pursuant to Sections 7.2 and 7.3.

6.12 Landscape and Screening. Changes to the landscape and existing site features shall minimize disturbance of mature trees, rock outcroppings, watercourses, and other significant natural features. The Landowner shall site Structures and Improvements off steep slopes or ridgelines and shall preserve and maintain sufficient topography, vegetation and terrain to screen the Structures and Improvements from public vantage points. The Landowner shall not plant or manage trees, shrubs and other vegetation along or at the public road frontage in such an arrangement that would impair the scenic views of the Property from the public road. Any substantial alteration to the topography or landscape features of the Property shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.13 Chemicals. No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used on the Property unless its use is legal and in accordance with all applicable laws and regulations and the manufacturer's directions. To ensure protection of the Conservation Easement's conservation purposes the use of pesticides, herbicides or other chemicals shall be limited to prevent any demonstrable adverse impact on wildlife, waters and other important conservation resources.

6.14 Dumping of Waste. No dumping, disposal, storage or release of non-composted organic waste, sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly or offensive materials shall be allowed on the Property, except that which is generated by activities permitted by this Conservation Easement and then only in accordance with applicable law and in a manner that is consistent with the conservation purposes of this Conservation Easement.

6.15 Clearing of Trees and Vegetation. All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

6.15(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of

other trees, or in connection with the construction of woods roads, trails, or permitted Structures and Improvements subject to the restrictions set forth in this Section 6.

6.15(b) Clearing with Prior Consent. With the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3, trees may be removed to: (1) Construct and/or maintain hiking trails; (2) Provide for the construction of Structures permitted under this Conservation Easement; (3) Maintain and manage habitat areas; (4) Enhance the overall diversity of native plant species; (5) Provide control of exotic or new plant species; (6) Support the ecological health and biodiversity of the Property; (7) Maintain the scenic and natural character of the Property; and (8) and as otherwise permitted in writing by the Conservancy in its sole discretion to further and maintain the purposes of this Conservation Easement.

6.15(c) Commercial Forestry. Commercial Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. All commercial forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and; (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

6.16 Mining, Transmission Lines, Pipelines and Landfills. There shall be no surface or subsurface mining or quarrying on the Property. In compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A(g)(4) of the Treasury Regulations, as amended, the Landowner may utilize sand and gravel on the Property solely for use on the Property providing the use has limited, localized impact on the Property and provided the use is not irretrievably destructive of significant conservation interests. No wireless telecommunications towers or associated antennas may be placed on the Property except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Conservation Easement.

6.17 Waterways. No waterways on the Property shall be polluted by sedimentation, siltation, run-off or otherwise by action of the Landowner. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement within 100 feet of any existing pond, stream, or wetland, shall be permitted, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Construction of new ponds or lakes shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.17(a) Flood Mitigation Projects. Notwithstanding anything to the contrary in this Conservation Easement concerning a need for review and approval by the Conservancy under Sections 7.2 and 7.3, and subject to providing required permits from Federal, State and local regulatory agencies, and with only prior notice to DLC pursuant to Section 7.1, the Landowner may perform construction projects in wetlands provided their sole purpose is to enhance retention of flood waters.

6.18 Subdivision. There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership except with the prior consent of the Conservancy pursuant to Section 7.2 and 7.3. Lot line adjustments which do not create building lots may be permitted with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. No such subdivision or lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the number, square footage or character of Structures permitted by this Conservation Easement. Land that has been restricted by this Conservation Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of intact forest lands, unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3.

7. Notice to Conservancy and Required Prior Consent.

7.1 Notice. In order to facilitate the monitoring of this Conservation Easement, the Landowner shall give the Conservancy at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Landowner shall submit sufficient information to enable the Conservancy to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement.

7.2 Required Prior Consent and Procedure for Requesting Consent. In addition to the notice requirements of Section 7.1, the prior written consent of the Conservancy is required for actions as specifically set forth in this Conservation Easement. To request the written consent of the Conservancy, the Landowner shall submit plans and/or a description of their proposal. Such submission shall contain sufficient information to enable the Conservancy to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Conservation Easement. The Landowner shall reimburse the Conservancy for reasonable costs incurred in connection with review of any proposals. The Conservancy may waive review of and consent to any Structure, Improvement or alteration, which it deems to be insubstantial.

7.3 Standards and Timetable for the Conservancy's Decision. Where the Conservancy's written consent is required, the Conservancy shall grant or withhold its consent in writing within 35 days of receipt of the Landowner's request for consent accompanied by plans and other materials the Conservancy deems sufficient for its review. The Conservancy may withhold consent only upon a reasonable determination by the Conservancy that the

Landowner's proposal would be inconsistent with the purposes or specific provisions of this Conservation Easement. The Conservancy may grant its consent subject to reasonable conditions which must be satisfied. If the Conservancy fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Landowner consents to a longer period of time for review and discussion with the Conservancy. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Conservancy.

8. Conservancy's Remedies for Violation of Conservation Easement.

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

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

8.3 Damages. The Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation purposes protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Landowner's liability therefor, the Conservancy, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

8.4 Emergency Enforcement. If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation purposes of the Property, the Conservancy may pursue its remedies under this Section 8 without prior notice to the Landowner or without waiting for the period provided for cure to expire.

8.5 Scope of Relief. The Conservancy's rights under this Section 8 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Landowner agrees that the Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 8.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy shall be entitled, including specific performance of the

terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Conservancy's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity or pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

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

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

8.8 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, estoppel or prescription.

8.9 Effect of Lot Line Adjustment. After any lot line adjustment of the Property permitted by Section 6.18 into parcels having differing ownership, references in this Section 8 to the Landowner shall mean any or all of the owners of the parcel that is the subject of the violation, but the Conservancy shall use reasonable efforts to give notice of the violation to the owners of all of the parcels comprising the Property.

9. Amendment and Waiver.

9.1 Amendment. This Conservation Easement may be amended by a recorded instrument signed by the then owner of the Property (or of the parcel of the Property affected by such amendment) and by the Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(h) of the Internal Revenue Code, as amended, and any regulations promulgated pursuant thereto. No such amendment shall allow residential Structures to be built. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law. The Landowner shall reimburse the Conservancy for reasonable costs incurred with respect to Landowner request to amend this Conservation Easement. Such reasonable costs shall be set from time to time by the Conservancy's Board of Directors in accordance with the Conservancy's Conservation Easement Amendment Policy.

9.2 Waiver. The Conservancy may on a case-by-case basis waive any provision of this Conservation Easement that it deems not to be essential in fulfilling this Conservation

Easement's conservation purposes. Such waivers may not be granted to allow any residential Structures. Any such waiver must be supported by a written finding in the minutes of the meeting of the Conservancy at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate: why such a waiver will not compromise the conservation purposes of this Conservation Easement and any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Conservancy's Board of Directors approving such waivers shall be kept in the Conservancy's permanent file with this Conservation Easement. The Conservancy shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Conservation Easement.

10. Costs, Liabilities, Taxes and Environmental Compliance.

10.1 Owner to Pay Taxes and Assessments. Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills or other evidence of payment to the Conservancy upon request, and each owner shall avoid the imposition of any liens that may affect the Conservancy's rights hereunder. The Conservancy may, at its discretion, pay any outstanding taxes or assessments against the Property and shall then be entitled to reimbursement by the Landowner.

10.2 Representations and Warranties. The Landowner represents and warrants that:

10.2(a) Legal and Financial Advice. The Landowner has received independent legal and financial advice regarding this Conservation Easement to the extent that the Landowner has deemed necessary. The Landowner freely signs this Conservation Easement in order to accomplish its conservation purposes.

10.2(b) Title. The Landowner is the sole owner and is seized of the Property in fee simple and have good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all mortgages not subordinated to this Conservation Easement, and that the Conservancy shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Conservation Easement.

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

local laws. No deposit, disposal, or other release of any hazardous substance or toxic waste has occurred on or from the Property, which is free of all such contamination.

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

10.2(e) Litigation. There is no pending or threatened litigation in any way affecting, involving or relating to the Property.

10.2(f) Proceedings or Investigations. No civil or criminal proceedings or investigations have been initiated at any time or are now pending, and no notices, demands, claims or orders have been received, arising out of any violation or alleged violation of any federal, state or local law, regulation or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that the Landowner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

10.3 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Landowner's activities on the Property, within the meaning of Title 42, Section 9601, et seq., of the United States Code (the Comprehensive Environmental Response, Compensation and Liability Act of 1980) as amended or other applicable law. The Landowner is solely responsible, and the Conservancy has no responsibility whatsoever, for the operation of the Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend, and this Conservation Easement shall not be construed, such that: (1) it creates in the Conservancy the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act or any successor or related law or (2) it creates in the Conservancy obligations or liabilities of a person described in Title 42, Section 9607(a)(3) of the United States Code, or any successor or related law.

10.4 Hold Harmless. The Landowner shall hold harmless, indemnify and defend the Conservancy and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties, (b) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, or requirement, including, without limitation, environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (c) claims

arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation Easement, and (d) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. In the event any claim is asserted which may give rise to liability under the foregoing indemnity, (a) the Conservancy shall give the Landowner prompt notice thereof, (b) the Landowner may defend the same with counsel selected by the Landowner, subject to the Conservancy's reasonable approval, (c) the Conservancy shall cooperate with the Landowner in the defense thereof, and (d) the Conservancy shall not settle any such claim without having received the Landowner's prior written consent therefor. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

11. Sale, Transfer and Subdivision of the Property.

11.1 Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance of any interest in the Property, including, without limitation, any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Conservation Easement dated 20__ and recorded in the Dutchess County Clerk's Office on _____, 20__ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Conservation Easement. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted structures and footprint area in the deed of conveyance. Such provision shall be approved by the Conservancy pursuant to Section 11.6.

11.2 Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Conservancy in an amount as shall be determined from time to time by the Conservancy's Board of Directors but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Conservation Easement. This fee is in recognition of the Conservancy's continuing obligation to monitor and enforce this Conservation Easement, to perform its responsibilities under the Conservation Easement and to otherwise further the Conservancy's mission, all of which are believed to benefit the Property and its owners. The Landowner agrees to incorporate this requirement in the terms of any agreement of sale for all or any portion of the Property and to familiarize the buyer with such terms prior to the sale.

11.3 Conservation Easement Binding on Future Owners and Others. The provisions of this Conservation Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "owner" shall include the owner of any

beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

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

11.5 Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (permitted by the terms of this Conservation Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Conservancy. After any such lot line adjustment, this Conservation Easement shall be deemed to create separate conservation easements on each such parcel, references in this Conservation Easement to the Property shall be deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Conservancy for any violation of this Conservation Easement which may occur on any other parcel of the Property.

11.6 Allocation of Permitted Structures.

In any deed of conveyance of a portion of the Property, the Landowner thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified number or square footage of Structures or Improvements whose total number or square footage is limited by this Conservation Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Landowner immediately prior to such conveyance.

12. Miscellaneous Provisions.

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

12.2 Acts Beyond the Landowner's Control. The Landowner and the Conservancy shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including,

without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the Landowner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes, or by third parties whose presence on the Property has not been authorized by the Landowner or the Conservancy. The Conservancy may enter the Property to remedy any third-party violation that has not been remedied by the Landowner and may pursue all available legal and equitable remedies against such third-party violator, with reasonable prior notice to the Landowner and at the Conservancy's sole cost and expense.

12.3 Extinguishment of Development Rights. The parties agree that all development rights that are prohibited by or inconsistent with this Conservation Easement are extinguished and cannot be used to transfer development rights to other land, to permit increased development density or increased natural resource use or extraction on other land, to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, or to calculate permissible density or lot yield for any other land not subject to this Conservation Easement. *See Section 6.18.*

12.4 Estoppel Certificates. Within 30 days after any request by the Landowner, the Conservancy shall execute and deliver to the Landowner any document, including an estoppel certificate, that may be requested by the Landowner which certifies, to the best of the Conservancy's knowledge, as to Landowner's compliance with any obligation of the Landowner contained in this Conservation Easement or otherwise evidence the status of this Conservation Easement. The Conservancy shall conduct a site inspection within 20 days of receipt of the Landowner's request for an estoppel certificate and the Landowner shall reimburse the Conservancy for reasonable costs incurred in connection with the execution and delivery of an estoppel certificate or similar certification.

12.5 Communications. Any communication, notice, demand, request, consent, or approval that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier (or by such other means as the parties may agree), addressed as set forth in the first paragraph of this Conservation Easement, or to such other address as either party may from time to time designate by written notice to the other. Notice shall be deemed given upon proof of receipt in the case of personal delivery and upon delivery in the case of first class mail, private courier or other means as agreed upon by the parties.

12.6 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effectuate the purposes of this Conservation Easement and the policy and purpose of Article 49, Title 3 of the Conservation Law. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement shall be favored over any interpretation that would render it invalid.

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

12.8 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to the Landowner of any rights conveyed hereby.

12.9 Joint Obligations. The obligations imposed by this Conservation Easement upon multiple Landowners of the Property shall be joint and several.

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

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

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

13. Qualified Conservation Contribution Covenants.

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

13.2 Notice of Exercise of Certain Rights. The Landowner agrees to give the Conservancy written notice before exercising any right reserved hereby, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement.

13.3 Inspection. The Conservancy, by its duly authorized representatives, shall have the right to enter the Property at reasonable times, in a reasonable manner, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

13.4 Economic Hardship. In making this grant, the Landowner has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more

economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Landowner and the Conservancy that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement pursuant to Section 13.5. In addition, the inability of the Landowner, or their heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

13.5 Extinguishment.

13.5(a) Donation and Valuation of Vested Interest. The Landowner and the Conservancy acknowledge that the granting of this Conservation Easement constitutes the donation to the Conservancy of a fully vested interest in the Property. The Landowner and the Conservancy agree that the value of the Conservancy's vested interest on the date of delivery of this Conservation Easement equals the amount by which the fair market value of the Property immediately prior to the delivery of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. To establish this value, Landowner shall, if claiming a tax deduction under Section 170(h) of the Internal Revenue Code, provide to the Conservancy, with the Baseline Documentation, a copy of the qualified appraisal used by the Landowner to substantiate the value of the interest donated, as required under Section 170(h) of the Internal Revenue Code, and the parties shall amend that value, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. For purposes of this Section the ratio of value of the restrictions to the value of the Property unencumbered by the restrictions shall remain constant, and the percentage interest of the Conservancy in the fair market value of the Property determined thereby shall remain constant.

13.5(b) Involuntary Extinguishment. If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, the Landowner and the Conservancy agree to divide the proceeds, if any, in proportion to the fair market values of their interests in the Property as of the date of delivery of this Conservation Easement as provided in Section 13.5(a) above, unless the laws of New York provide that a greater amount shall be paid to the Conservancy. The division of proceeds shall be adjusted as appropriate by the value of Structures and Improvements made by the Landowner after the effective date of this Conservation Easement and the costs associated with the sale, exchange, or involuntary conversion. The Conservancy agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.

13.5(c) Judicial Extinguishment Initiated by Landowner. If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by the Landowner or their successors, the Landowner shall pay to the Conservancy the greater of the amount specified in Section 13.5(b) and the fair market value of the Conservation Easement on the date of judicial extinguishment, as determined by independent appraisal. The cost of

such appraisal shall be divided equally between the Landowner and the Conservancy. The Conservancy may, in its sole discretion, waive the provisions of this Section 13.5(c) and value its proportionate share under Section 13.5(b).

13.5(d) Recovery of Compensation for Vested Interest. If the Conservancy does not receive the entirety of its percentage interest from the proceeds of a post-extinguishment sale, exchange, or involuntary conversion pursuant to Sections 13.5(b) or 13.5(c) above, the Conservancy shall be entitled to recover such deficiency from the owner of the Property in whom title is held at the time of such post-extinguishment sale, exchange, or involuntary conversion, including from a mortgagee who has foreclosed and taken title.

13.5(e) Post-Extinguishment Effect of this Section. In the event that this Conservation Easement is extinguished as provided in this Section 13.5, the provisions of this Section shall survive such extinguishment.

13.6 Merger. The Landowner and the Conservancy agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

13.7 Availability of Amount of Tax Benefits. The Conservancy makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to the Landowner or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. The Conservancy makes no warranty, representation or other assurance regarding the value of this Conservation Easement. As to all of the foregoing, the Landowner is relying upon the Landowner's own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon the Conservancy or any legal counsel, accountant, financial advisor, appraiser or other consultant of the Conservancy. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving the Landowner or the Landowner's heirs, successors, or assigns or other similar matter, then the Conservancy shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by the Conservancy in responding or replying thereto.

13.8 Existing Conditions. This Conservation Easement is granted subject to any existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing. In order to establish the present condition of the Property and its conservation purposes protected by this Conservation Easement so as to be able to monitor future uses of the Property and assure compliance with the terms hereof, the Conservancy has prepared, and Landowner has subscribed to, an inventory of the Property's relevant features and conditions (the "Baseline Documentation"). The Landowner and the Conservancy have certified the same as an accurate representation of the condition of the Property as of the date of this Conservation Easement, as required under Treasury Regulations at Title 26, Section 1.170A-14 of the Code of Federal Regulations. The Baseline Documentation may be used by the Conservancy to establish that a change in the use or character of the Property has occurred, but

its existence shall not preclude the use by the Conservancy of other evidence to establish the condition of the Property as of the date of this Conservation Easement. The Baseline Documentation is incorporated herein by reference.

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

TOWN OF LAGRANGE

By _____
Alan Bell
Supervisor

DUTCHESS LAND CONSERVANCY, INC.

By _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ____ day of _____, in the year 2015 before me, the undersigned, personally appeared **Alan Bell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ____ day of _____, in the year 2015 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of LaGrange, Dutchess County, New York, more particularly described as follows:

EXHIBIT B
Conservation Easement Map

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CONSERVATION EASEMENT

Between

ROBERT B. SUTER and VALERIE J. SUTER

as Grantors

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Draft Version 2
August 6, 2015

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** is entered into this ____ day of _____, 2015, between **ROBERT SUTER and VALERIE SUTER**, husband and wife, with an address of 131 Titusville Road, Poughkeepsie, New York, 12603, as Grantors (the "Landowners"), and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy").

Recitals

WHEREAS, the Landowners are the sole owners in fee of real property (the "Property") described in Exhibit A attached hereto and incorporated by reference:

WHEREAS, the Property consists of approximately 57.88 acres of unimproved land, located on Titusville Road/County Road 49 Road in the Town of LaGrange, Dutchess County, New York.

WHEREAS, the Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference, and on a survey map titled "...", prepared by Brian M. Houston, Licensed Land Surveyor, dated _____ and revised on _____, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____.

WHEREAS, this Conservation Easement is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 et seq., of the Code of Federal Regulations, as amended.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code, to wit, a publicly funded, nonprofit 501(c)(3) organization with the authority to accept lands, easements and buildings for the purpose of preserving and protecting natural, scenic, agricultural, wooded/forested and open-space values of real property, and with the commitment to preserve the conservation purposes of this Conservation Easement.

WHEREAS, the parties recognize the following:

1. The Property is characterized by scenic views, woodlands, streams, wetlands, steep slopes and natural beauty, and is highly visible from Titusville Road/County Road 49, and New Hackensack Road/New York State Route 376, both public highways.

2. It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's woodlands, streams, wetlands, and steep slopes while restricting development so that it is compatible with the natural surroundings.
3. The Property meets the Criteria for Acceptance of Conservation Easements of the Conservancy. In addition, protecting this Property fulfills part of the Conservancy's vision for Dutchess County as outlined in the Conservancy's 2013-2017 Strategic Plan approved by the Board of Directors on December 7, 2012. This includes protecting connected corridors that ensure diverse and well-functioning ecosystems, provide numerous health benefits including clean drinking water, the opportunity for people to enjoy the outdoors, and to appreciate important natural areas and open spaces. This helps to inspire the public's love and connection to nature and reinforces their sense of home.
4. Town Comprehensive Plan Language (to be completed upon receipt of the plan from the Town)
5. The *Town of LaGrange Open Space Plan* (the "LaGrange OSP"), prepared by the LaGrange Open Space Committee and Behan Planning Associates, and adopted by the LaGrange Town Board on June 13, 2007, centers around an Open Space Vision Map which illustrates an interconnected open space network of core areas as priority for protection. The property falls within three of the five core areas, and is identified as being a high priority for protection.

The Wappinger Creek Greenway Core Area is a top priority ecological corridor through the Town; a "linear open space corridor that serves as a recreational and ecological haven in the developing area of town." The LaGrange OSP recommends that "the town explore the conservation of lands along the creek's edge for flood and watershed protection. The creation of public access areas and overlooks (visual access) to the Wappinger Creek is important for public education purposes." The LaGrange OSP sets a "Conservation Goal" to protect 250 acres along major greenways, including the Wappinger Creek Greenway. Protecting the Property accomplishes approximately 23% of this goal.

The Natural Areas Core Area contains "major regional ecological systems" that pass through the Town. Specifically, the Wappinger Creek Floodplain between Titusville and Red Oaks Mill, the area in which the Property is located, is listed as a high priority due to its opportunities for passive recreation, trail connections and public access, in addition to the significance of floodplain and wetland protection. The LaGrange OSP sets a "Conservation Goal" to protect 500 acres of land in the Natural Areas and protecting the Property accomplishes approximately 12% of this goal.

The Trail Areas Core Area was developed with the goal to connect resources, create trails that connect neighborhoods, offer a diversity of trail experiences and provide alternate transport opportunities. The Wappinger Creek Greenway Trail is envisioned as a low impact trail corridor adjacent to the Wappinger Creek, and extends from Red Oaks Mill to Pleasant Valley. The LaGrange OSP sets a "Conservation Goal" to establish five

miles of new trail. The Property is located at the Red Oaks Mill end of the Wappinger Creek Greenway Trail, and accomplishes approximately 15% of this goal.

6. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood-carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.
7. The Property is included in Certified Agricultural District No. 22, established by Dutchess County pursuant to Article 25AA of the New York Agricultural and Markets Law, encouraging the continuation and protection of agriculture.
8. The Property contains approximately one acre of prime farmland soils and approximately four acres of farmland soils of statewide importance, which are important for the production of food, feed, forage and fiber crops, as defined by the United States Department of Agriculture Natural Resources Conservation Service.

9. The Property is almost entirely covered by wetlands and is in the watershed of the Wappinger Creek, a tributary of the Hudson River. The *Natural Resource Management Plan for the Wappinger Creek Watershed*, prepared by the Dutchess County Environmental Management Council, Dutchess County Soil and Water Conservation District, Wappinger Creek Watershed Planning Committee, and the Dutchess County Water Quality Strategy Committee identifies the property as being within the Direct Drainage East Subwatershed, which is contained within the Town of LaGrange. The Wappinger Creek Plan also describes wetlands in the Wappinger Creek watershed as “important for flood control, pollutant filtering, recreation, wildlife habitat, endangered species habitat and open space value.” The Wappinger Creek Plan recommends protecting natural vegetated buffer zones in this subwatershed.

10. The Property is located within the Hudson Valley EcoRegion of Dutchess County, which “extends along the entire western boundary of the County...and consists of plains broken by hills and terraces, with a narrow floodplain along the Hudson River”, as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written in October 2010 by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the “Dutchess NRI”), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, and contiguous forests, all of which have a strong representation on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

11. The Property contains approximately 51 acres of Freshwater Wetland No. PK-23, a 108-acre Class 2 wetland, designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately 26 acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

12. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property has almost three-quarters of one mile of frontage along the Wappinger Creek, a Class C(T) stream (H-101), which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing, particularly designating the Wappinger Creek as being trout waters. The Property also contains several small, unnamed tributaries to the Wappinger Creek, one of which is classified as a Class B(T) stream, classified by the New York State Department of Environmental Conservation according to its best use for swimming, and fishing, particularly designated as trout waters. These classifications help meet the goals of the Federal Clean Water Act and encourage continuous protection to keep the streams clean for the future.

13. Almost the entire Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.
14. The entire Property is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.
15. The Property contains approximately 54 acres of woodlands that represents valuable habitat as a contiguous floodplain forest.
16. The Property has approximately three-quarters of one mile of frontage along the Wappinger Creek. The 2009 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS Plan") lists the Hudson River tributaries such as Wappinger Creek, Little Wappinger Creek and Roeliff Jansen Kill as important sites which protect habitat and provide access to stream banks of tributaries, especially in proximity to their estuarine waters.
17. The Property is located within a Hudson River Estuary Area of Biological Concern, a "biodiversity area notable for tributaries and riparian habitat" as described in the 2006 *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, prepared by New York Cooperative Fish and Wildlife Research Unit, Cornell University and New York State Department of Environmental Conservation-Hudson River Estuary Program. In particular, the Wappinger Creek on the Property acts as an interface between aquatic and terrestrial ecosystems, and the riparian zone is a critical source of biodiversity.
18. The *Comprehensive Wildlife Conservation Strategy Plan*, (the "CWCS Plan") prepared by NYS Department of Environmental Conservation, identifies the area in which the Property is located as the Hudson River Valley of New York's upper Hudson River basin, an area of New York State in which forests, wetlands and other aquatic habitats are considered critical. The CWCS Plan includes Dutchess County's wetland complexes as being a "hot spot for amphibian and reptile biodiversity in New York State." The Property consists of wetland, river and stream habitats embedded within a forested floodplain, identified as an important habitat in the CWCS Plan.

The CWCS Plan identifies the most prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.
19. Subdivision and development pressure threaten the continued rural, scenic, ecological, wooded, and open space character of the Property and the scenic view along Titusville Road/County Road 49 and New Hackensack Road/New York State Route 376.

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

WHEREAS, the Landowners share the land conservation goals of the Conservancy and desire to ensure that the rural, scenic enjoyment and ecological characteristics of the Property will be preserved for the benefit of future generations.

WHEREAS, the Landowners have agreed to enter into a bargain-sale of the conservation easement by donating some of the value of the conservation easement and receiving partial consideration for granting the easement.

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

NOW, THEREFORE, in consideration of the sum of eight thousand dollars (\$8,000), and the foregoing recitals, incorporated herein by reference, and for the benefit of the general public, the Landowners and Conservancy have established this Conservation Easement on, over and across the Property consisting of the foregoing recitals and the following purposes, terms, mutual covenants, restrictions and affirmative rights granted to the Conservancy, which shall run with and bind the Property in perpetuity, and the parties agree as follows:

1. Grant of Conservation Easement. The Landowners grant to the Conservancy a perpetual conservation easement on, over and across the Property on the terms contained in this Conservation Easement. The Conservation Easement shall encumber the Property.

2. Purpose. The conservation purposes of the Conservation Easement granted hereby are to conserve the scenic, open, wooded and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property while allowing Passive Public Recreational use, as defined herein. The Landowners and the Conservancy intend that this Conservation Easement will confine the use of the Property to activities that are consistent with the purposes of this Conservation Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Conservation Easement.

3. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions. The Property remains subject to all applicable federal, state and local laws and regulations. However, if the Conservation Easement is more restrictive than federal, state and local laws and regulations, the Conservation Easement restrictions shall govern with respect to the development and use of the Property.

4. Reserved Rights. The Landowners reserve for themselves and their successors in interest all rights with respect to the Property or any part thereof, including, without limitation, the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement.

5. Definitions. When used in this Conservation Easement, the following terms shall be defined as set forth below. Defined terms used in this Conservation Easement are generally capitalized as a convenience to the reader. All other terms not herein defined shall be interpreted according to their customary meaning.

Footprint Area - The Footprint Area of a Structure or Improvement shall be defined as the area of the Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

Forestry Uses - Forestry Uses shall be limited to gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other useful products or for water quality, wildlife habitat and other conservation purposes. *See Section 6.15.*

Height - The Height of a Structure or Improvement shall be defined as the measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement, shall be considered the top of the roof line and measured accordingly.

Improvement - Improvement shall be defined as anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, woods roads, trails, bridges, parking areas, ponds, drainage ways, and utility lines.

Passive Public Recreational Uses - Passive Public Recreational Use shall be defined as non-commercial outdoor activities compatible with preserving natural resource functions, including but not limited to the use of land for walking, hiking, picnicking, snowshoeing, cross country skiing, sunbathing, fishing, bird watching, and conducting seasonal tours and educational programs that do not require any indoor facilities. Passive Public Recreational Uses shall not include indoor activities, golf courses, hunting or any obtrusive outdoor activities that may have noise or other adverse impacts on natural or open space values, including organized sports (e.g. baseball, football, soccer, tennis, golf) or the operation of motorized vehicles for non-emergency or non-maintenance purposes.

Renewable Energy Facilities – Renewable Energy Facilities shall be defined as Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol. *See Section 6.5.*

Structure - Structure shall be defined as any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but not be limited to benches, composting restroom facilities, storage facilities, boardwalks, gazebos, viewing platforms, observation blinds, kiosks, camping lean-tos, bridges and Renewable Energy Facilities.

6. Restrictions Applicable to the Property. By this Conservation Easement, the Landowners agree to restrictions that apply to the entire Property as set forth in this Section 6. The Landowners may take certain actions relating to the Property only after giving the Conservancy prior notice and/or obtaining the Conservancy's prior consent, as set forth in Section 7. The procedure for giving such notice and seeking such consent, and the standards governing the Conservancy's decision whether to grant or withhold such consent, are set forth in Section 7. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Section 6. All existing and new Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged, razed or destroyed. If the Landowners remove or raze any Structure or Improvement, and do not build a new Structure or Improvement in the same location, the Landowners shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3.

6.1 Public Access. There shall be public access to the Property, except that access to those areas customarily used for maintenance, safety and public health purposes, or which are ecologically sensitive, may be restricted. The Landowners may promulgate rules and regulations regarding hours of use for the public.

6.2 Use of Property. The Property shall be used solely for Passive Public Recreational Use, education, protection of wildlife habitat and water quality, and the conservation and preservation of ecological and historic resources. No commercial uses of the Property other than Forestry Uses, shall be permitted and no industrial, residential, or institutional use of the Property is permitted, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Limited agricultural use may be permitted with prior consent of the Conservancy pursuant to Section 7.2 and 7.3, provided agricultural activity has minimal impact on wildlife habitat, water quality and ecological and historic resources.

6.3 Structures and Improvements Permitted on the Property. All Structures and Improvements to be located on the Property shall require prior consent from the Conservancy pursuant to Sections 7.2 and 7.3. The construction, repair and maintenance of any permitted Structure or Improvement shall be undertaken in a way, which mitigates, to the greatest extent practicable, any effects to the ecological and natural condition of the Property. The following improvements may be constructed, installed and maintained on the Property:

6.3(a) Footprint Area Coverage Limitations. All roofed Structures on the Property shall not exceed an aggregate Footprint Area of 8,000 square feet. Individual unenclosed roofed Structures shall not exceed 1,000 square feet in Footprint Area per

Structure and their Height shall not exceed 25 feet, unless the Conservancy otherwise consents. No permanent enclosed structures shall exceed a Footprint Area of 400 square feet and their Height shall not exceed 25 feet.

6.3(b) Structures and Improvements. Subject to prior consent from the Conservancy and size limitations as set forth in Section 6.3(a) herein, those Structures and Improvements which are reasonably necessary to the use and enjoyment of the Property as a public park/preserve, including but not limited to benches, composting restroom facilities, storage facilities, railings, gates, drainage ways, boardwalks, gazebos, camping lean-tos, viewing platforms, observation blinds, bridges, nesting boxes, kiosks, and informational and directional signs shall be permitted on the Property.

6.3(c) Parking Area. No parking area shall be permitted on the Property.

6.3(d) Other Facilities, Improvements, and Structures. Subject to prior consent by the Conservancy, additional recreational, cultural and support facilities consistent with the use and enjoyment of the Property as a public preserve, for Passive Public Recreational Use, as long as such support facilities do not impair the conservation purposes of this Conservation Easement.

6.4 Active Recreational Facilities. Active recreational facilities in which people are participating in an athletic event or game, including but not limited to baseball diamonds, golf courses, driving ranges, football fields, soccer fields, lacrosse fields, volleyball courts, tennis courts, or swimming pools are prohibited.

6.5 Renewable Energy Facilities. With the prior consent of the Conservancy, facilities for the generation of energy from renewable resources for non-commercial use principally on the Property, may be built, provided that the design, location, size, Height and output of any such facilities shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3, and further provided that such Structures conform with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

6.6 Signs. No signs shall be permitted except to state the name and/or address of the Property, to advertise an on-site activity permitted by this Conservation Easement, to mark trails, walkways and driveways, to warn of potential dangers or hazards, to announce that the Property is subject to a conservation easement and/or identify the holder of the conservation easement, to acknowledge contributors to the Property's acquisition, and/or to post the Property to control unauthorized entry or use. Such signs shall be of professional quality and their size, placement, number and design shall not significantly diminish the scenic and rural character of the Property.

6.7 Fences. Customary fences such as wire, board or post and rail, and other fencing that does not impair the views of the Property, may be erected, repaired or replaced. Additional types of fencing shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.8 Driveways, Woods Roads, Trails, and Parking Areas. The Landowners may construct, manage, use and maintain trails on the Property to support an onsite or regional trail system, for purposes of walking, hiking, cross-country skiing, or other non-motorized recreational use. Trails and woods roads may be located anywhere on the Property provided that trails follow woods roads where possible and that trails and woods roads are constructed and located in a manner which is compatible with the Forested Use of the Property and which minimizes erosion and adverse effect on scenic landscape quality. With the exception of the driveway to adjoining municipal lands described in Section 6.8(a) herein, no driveways or roads, except for woods roads, shall be permitted or constructed on the Property. No driveways or roads, except for wood roads shall be permitted that traverse the Property to gain access to neighboring lands not protected by this Conservation Easement. Parking Areas shall not be permitted. Paving of woods roads or trails is prohibited.

6.8(a) Despite anything to the contrary in this Conservation Easement regarding the need for review and approvals of the Conservancy under Sections 7.2 and 7.3, with prior notice to the Conservancy pursuant to Section 7.1 herein, the Landowners may build and maintain one (1) driveway within the "Permitted Driveway Area" as shown on Exhibit B attached hereto, to be used only to access adjoining municipal lands. The boundary of the "Permitted Driveway Area" shown on Exhibit B shall be deemed to be coterminous with the boundaries delineated for any floodplain or wetland on future FEMA-FIRM maps. The driveway shall be built outside any floodplain or wetland, with "clean fill", and may be paved on prior notice to the Conservancy under Section 7-1, but without prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.9 Vehicular Use. Except as may be required for emergency purposes, for necessary management or monitoring activities of the Conservancy or the Landowners, or for the construction and maintenance of permitted Improvements, the use of motorized vehicles, including, without limitation, automobiles, all-terrain vehicles, snowmobiles, and motorcycles as well as non-motorized bicycles is prohibited.

6.10 Drainage Ways. Drainage ways may be located on the Property provided that they are constructed and located in a manner which is compatible with public access and Forested Use of the Property, and which minimizes erosion and adverse effects on scenic landscape quality.

6.11 Lighting. Outdoor lighting shall not be allowed on the Property without prior consent from the Conservancy, pursuant to Sections 7.2 and 7.3.

6.12 Landscape and Screening. Changes to the landscape and existing site features shall minimize disturbance of mature trees, rock outcroppings, watercourses, and other significant natural features. The Landowners shall site Structures and Improvements off steep slopes or ridgelines and shall preserve and maintain sufficient topography, vegetation and terrain to screen the Structures and Improvements from public vantage points. The Landowners shall not plant or manage trees, shrubs and other vegetation along or at the public road frontage in such an arrangement that would impair the scenic views of the Property from the public road. Any substantial alteration to the topography or landscape features of the Property shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.13 Chemicals. No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used on the Property unless its use is legal and in accordance with all applicable laws and regulations and the manufacturer's directions. To ensure protection of the Conservation Easement's conservation purposes the use of pesticides, herbicides or other chemicals shall be limited to prevent any demonstrable adverse impact on wildlife, waters and other important conservation resources.

6.14 Dumping of Waste. No dumping, disposal, storage or release of non-composted organic waste, sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly or offensive materials shall be allowed on the Property, except that which is generated by activities permitted by this Conservation Easement and then only in accordance with applicable law and in a manner that is consistent with the conservation purposes of this Conservation Easement.

6.15 Clearing of Trees and Vegetation. All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

6.15(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, or in connection with the construction of woods roads, trails, or permitted Structures and Improvements subject to the restrictions set forth in this Section 6.

6.15(b) Clearing with Prior Consent. With the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3, trees may be removed to (1) construct and/or maintain hiking trails; (2) Provide for the construction of Structures permitted under this Conservation Easement; (3) Maintain and manage habitat areas; (4) Enhance the overall diversity of native plant species; (5) Provide control of exotic or new plant species; (6) Support the ecological health and biodiversity of the Property; (7) Maintain the scenic and natural character of the Property; and (8) and as otherwise permitted in writing by the Conservancy in its sole discretion to further and maintain the purposes of this Conservation Easement.

6.15(c) Commercial Forestry. Commercial Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. All commercial forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and; (3)

logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

6.16 Mining, Transmission Lines, Pipelines and Landfills. There shall be no surface or subsurface mining or quarrying on the Property. In compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A(g)(4) of the Treasury Regulations, as amended, the Landowners may utilize sand and gravel on the Property solely for use on the Property providing the use has limited, localized impact on the Property and provided the use is not irretrievably destructive of significant conservation interests. No wireless telecommunications towers or associated antennas may be placed on the Property except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Conservation Easement.

6.17 Waterways. No waterways on the Property shall be polluted by sedimentation, siltation, run-off or otherwise by action of the Landowners. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement within 100 feet of any existing pond, stream, or wetland, shall be permitted, except with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. Construction of new ponds or lakes shall require the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3.

6.18 Subdivision. There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership except with the prior consent of the Conservancy pursuant to Section 7.2 and 7.3. Lot line adjustments which do not create building lots may be permitted with the prior consent of the Conservancy pursuant to Sections 7.2 and 7.3. No such subdivision or lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the number, square footage or character of Structures permitted by this Conservation Easement. Land that has been restricted by this Conservation Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of intact forest lands, unless the Conservancy otherwise consents pursuant to Sections 7.2 and 7.3.

7. Notice to Conservancy and Required Prior Consent.

7.1 Notice. In order to facilitate the monitoring of this Conservation Easement, the Landowners shall give the Conservancy at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Landowners shall submit sufficient information to enable the Conservancy to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement.

7.2 Required Prior Consent and Procedure for Requesting Consent. In addition to the notice requirements of Section 7.1, the prior written consent of the Conservancy is required for actions as specifically set forth in this Conservation Easement. To request the written consent of the Conservancy, the Landowners shall submit plans and/or a description of their proposal. Such submission shall contain sufficient information to enable the Conservancy to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Conservation Easement. The Landowners shall reimburse the Conservancy for reasonable costs incurred in connection with review of any proposals. The Conservancy may waive review of and consent to any Structure, Improvement or alteration, which it deems to be insubstantial.

7.3 Standards and Timetable for the Conservancy's Decision. Where the Conservancy's written consent is required, the Conservancy shall grant or withhold its consent in writing within 35 days of receipt of the Landowners' request for consent accompanied by plans and other materials the Conservancy deems sufficient for its review. The Conservancy may withhold consent only upon a reasonable determination by the Conservancy that the Landowners' proposal would be inconsistent with the purposes or specific provisions of this Conservation Easement. The Conservancy may grant its consent subject to reasonable conditions which must be satisfied. If the Conservancy fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Landowners consent to a longer period of time for review and discussion with the Conservancy. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Conservancy.

8. Conservancy's Remedies for Violation of Conservation Easement.

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

8.2 Injunctive Relief. If the Landowners fail to cure the violation within 30 days after receipt of notice thereof from the Conservancy, or under circumstances where the violation cannot reasonably be cured within the 30 day period, fail to begin curing such violation within

the 30 day period, or fail to continue diligently to cure such violation until finally cured, the Conservancy may bring an action at law or suit in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such an injury.

8.3 Damages. The Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation purposes protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the Landowners' liability therefor, the Conservancy, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

8.4 Emergency Enforcement. If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation purposes of the Property, the Conservancy may pursue its remedies under this Section 8 without prior notice to the Landowners or without waiting for the period provided for cure to expire.

8.5 Scope of Relief. The Conservancy's rights under this Section 8 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Landowners agree that the Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 8.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy shall be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Conservancy's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity or pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

8.6 Costs of Enforcement. All reasonable costs incurred by the Conservancy in enforcing the terms of this Conservation Easement against the Landowners, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Landowners' violation of the terms of this Conservation Easement, shall be borne by the Landowners; provided, however, that if the Landowners ultimately prevail in a judicial enforcement action, each party shall bear its own costs.

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

8.8 Waiver of Certain Defenses. The Landowners hereby waive any defense of laches, estoppel or prescription.

8.9 Effect of Lot Line Adjustment. After any lot line adjustment of the Property permitted by Section 6.18 into parcels having differing ownership, references in this Section 8 to the Landowners shall mean any or all of the owners of the parcel that is the subject of the violation, but the Conservancy shall use reasonable efforts to give notice of the violation to the owners of all of the parcels comprising the Property.

9. Amendment and Waiver.

9.1 Amendment. This Conservation Easement may be amended by a recorded instrument signed by the then owner of the Property (or of the parcel of the Property affected by such amendment) and by the Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(h) of the Internal Revenue Code, as amended, and any regulations promulgated pursuant thereto. No such amendment shall allow residential Structures to be built. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law. The Landowners shall reimburse the Conservancy for reasonable costs incurred with respect to Landowners request to amend this Conservation Easement. Such reasonable costs shall be set from time to time by the Conservancy's Board of Directors in accordance with the Conservancy's Conservation Easement Amendment Policy.

9.2 Waiver. The Conservancy may on a case-by-case basis waive any provision of this Conservation Easement that it deems not to be essential in fulfilling this Conservation Easement's conservation purposes. Such waivers may not be granted to allow any residential Structures. Any such waiver must be supported by a written finding in the minutes of the meeting of the Conservancy at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate: why such a waiver will not compromise the conservation purposes of this Conservation Easement and any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Conservancy's Board of Directors approving such waivers shall be kept in the Conservancy's permanent file with this Conservation Easement. The Conservancy shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Conservation Easement.

10. Costs, Liabilities, Taxes and Environmental Compliance.

10.1 Owner to Pay Taxes and Assessments. Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills or other evidence of payment to the Conservancy upon request, and each owner shall avoid the imposition of any liens that may affect the Conservancy's rights hereunder. The Conservancy may, at its discretion, pay any outstanding taxes or assessments against the Property and shall then be entitled to reimbursement by the Landowners.

10.2 Representations and Warranties. The Landowners represent and warrant that:

10.2(a) Legal and Financial Advice. The Landowners have received independent legal and financial advice regarding this Conservation Easement to the extent that the Landowners have deemed necessary. The Landowners freely sign this Conservation Easement in order to accomplish its conservation purposes.

10.2(b) Title. The Landowners are the sole owners and are seized of the Property in fee simple and have good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all mortgages not subordinated to this Conservation Easement, and that the Conservancy shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Conservation Easement.

10.2(c) Hazardous, etc., Materials. Any handling, transportation, storage, treatment or use of any substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Property prior to the date of this Conservation Easement has been in compliance with all applicable federal, state and local laws. No deposit, disposal, or other release of any hazardous substance or toxic waste has occurred on or from the Property, which is free of all such contamination.

10.2(d) Compliance. The Landowners and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

10.2(e) Litigation. There is no pending or threatened litigation in any way affecting, involving or relating to the Property.

10.2(f) Proceedings or Investigations. No civil or criminal proceedings or investigations have been initiated at any time or are now pending, and no notices, demands, claims or orders have been received, arising out of any violation or alleged violation of any federal, state or local law, regulation or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that the Landowners might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

10.3 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Landowners' activities on the Property, within the meaning of Title 42, Section 9601, et seq., of the United States Code (the Comprehensive Environmental Response, Compensation and Liability Act of 1980) as amended or other applicable law. The Landowners are solely responsible, and the Conservancy has no responsibility whatsoever, for the operation of the Property or the monitoring of hazardous and other conditions thereon. Notwithstanding any other provision of this Conservation Easement to the contrary, the parties do not intend, and this Conservation Easement shall not be construed, such that: (1) it creates in the Conservancy the obligations or liabilities of an "owner" or "operator" as those words are defined and used in the environmental laws, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act or any successor or related law or (2) it creates in the Conservancy obligations or liabilities of a person described in Title 42, Section 9607(a)(3) of the United States Code, or any successor or related law.

10.4 Hold Harmless. The Landowners shall hold harmless, indemnify and defend the Conservancy and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of the Indemnified Parties, (b) the violation or alleged violation of, or other failure to comply with, any federal, state, or local law, regulation, or requirement, including, without limitation, environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (c) claims arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation Easement, and (d) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. In the event any claim is asserted which may give rise to liability under the foregoing indemnity, (a) the Conservancy shall give the Landowners prompt notice thereof, (b) the Landowners may defend the same with counsel selected by the Landowners, subject to the Conservancy's reasonable approval, (c) the Conservancy shall cooperate with the Landowners in the defense thereof, and (d) the Conservancy shall not settle any such claim without having received the Landowners' prior written consent therefor. The term "environmental laws" includes, without limitation, any federal, state, local, or administrative agency statute, regulation, rule, ordinance, order, or requirement relating to environmental conditions or hazardous substances.

11. Sale, Transfer and Subdivision of the Property.

11.1 Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance of any interest in the Property, including, without limitation, any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Conservation Easement dated 20__ and recorded in the Dutchess County Clerk's Office on _____, 20__ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Conservation Easement. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted structures and footprint area in the deed of conveyance. Such provision shall be approved by the Conservancy pursuant to Section 11.6.

11.2 Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Conservancy in an amount as shall be determined from time to time by the Conservancy's Board of Directors but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Conservation Easement. This fee is in recognition of the Conservancy's continuing obligation to monitor and enforce this Conservation Easement, to perform its responsibilities under the Conservation Easement and to otherwise further the Conservancy's mission, all of which are believed to benefit the Property and its owners. The Landowners agree to incorporate this requirement in the terms of any agreement of sale for all or any portion of the Property and to familiarize the buyer with such terms prior to the sale.

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

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

11.5 Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (permitted by the terms of this Conservation Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Conservancy. After any such lot line adjustment, this Conservation Easement shall be deemed to create separate conservation easements on each such parcel, references in this Conservation Easement to the Property shall be deemed to refer to each such parcel, references

to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Conservancy for any violation of this Conservation Easement which may occur on any other parcel of the Property.

11.6 Allocation of Permitted Structures. In any deed of conveyance of a portion of the Property, the Landowners thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified number or square footage of Structures or Improvements whose total number or square footage is limited by this Conservation Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Landowners immediately prior to such conveyance.

12. Miscellaneous Provisions.

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

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

12.3 Extinguishment of Development Rights. The parties agree that all development rights that are prohibited by or inconsistent with this Conservation Easement are extinguished and cannot be used to transfer development rights to other land, to permit increased development density or increased natural resource use or extraction on other land, to achieve other regulatory mitigation credits for fiber, discharge of pollutants, or other similar accommodation on land not subject to this Conservation Easement, or to calculate permissible density or lot yield for any other land not subject to this Conservation Easement. *See Section 6.18.*

12.4 Estoppel Certificates. Within 30 days after any request by the Landowners, the Conservancy shall execute and deliver to the Landowners any document, including an estoppel certificate, that may be requested by the Landowners which certifies, to the best of the Conservancy's knowledge, as to Landowners' compliance with any obligation of the Landowners contained in this Conservation Easement or otherwise evidence the status of this Conservation Easement. The Conservancy shall conduct a site inspection within 20 days of receipt of the Landowners' request for an estoppel certificate and the Landowners shall reimburse the Conservancy for reasonable costs incurred in connection with the execution and delivery of an estoppel certificate or similar certification.

12.5 Communications. Any communication, notice, demand, request, consent, or approval that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier (or by such other means as the parties may agree), addressed as set forth in the first paragraph of this Conservation Easement, or to such other address as either party may from time to time designate by written notice to the other. Notice shall be deemed given upon proof of receipt in the case of personal delivery and upon delivery in the case of first class mail, private courier or other means as agreed upon by the parties.

12.6 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effectuate the purposes of this Conservation Easement and the policy and purpose of Article 49, Title 3 of the Conservation Law. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement shall be favored over any interpretation that would render it invalid.

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

12.8 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to the Landowners of any rights conveyed hereby.

12.9 Joint Obligations. The obligations imposed by this Conservation Easement upon multiple Landowners of the Property shall be joint and several.

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

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

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

13. Qualified Conservation Contribution Covenants.

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

13.2 Notice of Exercise of Certain Rights. The Landowners agree to give the Conservancy written notice before exercising any right reserved hereby, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement.

13.3 Inspection. The Conservancy, by its duly authorized representatives, shall have the right to enter the Property at reasonable times, in a reasonable manner, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

13.4 Economic Hardship. In making this grant, the Landowners have considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Landowners and the Conservancy that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement pursuant to Section 13.5. In addition, the inability of the Landowners, or their heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

13.5 Extinguishment.

13.5(a) Donation and Valuation of Vested Interest. The Landowners and the Conservancy acknowledge that the granting of this Conservation Easement constitutes the donation to the Conservancy of a fully vested interest in the Property. The Landowners and the Conservancy agree that the value of the Conservancy's vested interest on the date of delivery of this Conservation Easement equals the amount by

which the fair market value of the Property immediately prior to the delivery of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. To establish this value, Landowners shall, if claiming a tax deduction under Section 170(h) of the Internal Revenue Code, provide to the Conservancy, with the Baseline Documentation, a copy of the qualified appraisal used by the Landowners to substantiate the value of the interest donated, as required under Section 170(h) of the Internal Revenue Code, and the parties shall amend that value, if necessary, to reflect any final determination thereof by the Internal Revenue Service or a court of competent jurisdiction. For purposes of this Section the ratio of value of the restrictions to the value of the Property unencumbered by the restrictions shall remain constant, and the percentage interest of the Conservancy in the fair market value of the Property determined thereby shall remain constant.

13.5(b) Involuntary Extinguishment. If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, the Landowners and the Conservancy agree to divide the proceeds, if any, in proportion to the fair market values of their interests in the Property as of the date of delivery of this Conservation Easement as provided in Section 13.5(a) above, unless the laws of New York provide that a greater amount shall be paid to the Conservancy. The division of proceeds shall be adjusted as appropriate by the value of Structures and Improvements made by the Landowners after the effective date of this Conservation Easement and the costs associated with the sale, exchange, or involuntary conversion. The Conservancy agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.

13.5(c) Judicial Extinguishment Initiated by Landowners. If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by the Landowners or their successors, the Landowners shall pay to the Conservancy the greater of the amount specified in Section 13.5(b) and the fair market value of the Conservation Easement on the date of judicial extinguishment, as determined by independent appraisal. The cost of such appraisal shall be divided equally between the Landowners and the Conservancy. The Conservancy may, in its sole discretion, waive the provisions of this Section 13.5(c) and value its proportionate share under Section 13.5(b).

13.5(d) Recovery of Compensation for Vested Interest. If the Conservancy does not receive the entirety of its percentage interest from the proceeds of a post-extinguishment sale, exchange, or involuntary conversion pursuant to Sections 13.5(b) or 13.5(c) above, the Conservancy shall be entitled to recover such deficiency from the owner of the Property in whom title is held at the time of such post-extinguishment sale, exchange, or involuntary conversion, including from a mortgagee who has foreclosed and taken title.

13.5(e) Post-Extinguishment Effect of this Section. In the event that this Conservation Easement is extinguished as provided in this Section 13.5, the provisions of this Section shall survive such extinguishment.

13.6 Merger. The Landowners and the Conservancy agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

13.7 Availability of Amount of Tax Benefits. The Conservancy makes no warranty, representation or other assurance regarding the availability, amount or effect of any deduction, credit or other benefit to the Landowners or any other person or entity under United States or any state, local or other tax law to be derived from the donation of this Conservation Easement or other transaction associated with the donation of this Conservation Easement. This donation is not conditioned upon the availability or amount of any such deduction, credit or other benefit. The Conservancy makes no warranty, representation or other assurance regarding the value of this Conservation Easement. As to all of the foregoing, the Landowners are relying upon the Landowners' own legal counsel, accountant, financial advisor, appraiser or other consultant and not upon the Conservancy or any legal counsel, accountant, financial advisor, appraiser or other consultant of the Conservancy. In the event of any audit or other inquiry of a governmental authority into the effect of this donation upon the taxation or financial affairs involving the Landowners or the Landowners' heirs, successors, or assigns or other similar matter, then the Conservancy shall be reimbursed and indemnified for any cost or expense of any kind or nature whatsoever incurred by the Conservancy in responding or replying thereto.

13.8 Existing Conditions. This Conservation Easement is granted subject to any existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing. In order to establish the present condition of the Property and its conservation purposes protected by this Conservation Easement so as to be able to monitor future uses of the Property and assure compliance with the terms hereof, the Conservancy has prepared, and Landowners have subscribed to, an inventory of the Property's relevant features and conditions (the "Baseline Documentation"). The Landowners and the Conservancy have certified the same as an accurate representation of the condition of the Property as of the date of this Conservation Easement, as required under Treasury Regulations at Title 26, Section 1.170A-14 of the Code of Federal Regulations. The Baseline Documentation may be used by the Conservancy to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by the Conservancy of other evidence to establish the condition of the Property as of the date of this Conservation Easement. The Baseline Documentation is incorporated herein by reference.

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

LANDOWNERS

Robert B. Suter

Valerie J. Suter

DUTCHESS LAND CONSERVANCY, INC.

By _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____, in the year 2015 before me, the undersigned, personally appeared **Robert B. Suter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____, in the year 2015 before me, the undersigned, personally appeared **Valerie J. Suter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____, in the year 2015 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of LaGrange, Dutchess County, New York, more particularly described as follows:

EXHIBIT B
Conservation Easement Map

NOTICE OF ADOPTION OF RESOLUTION

PLEASE TAKE NOTICE that the Town Board of the Town of LaGrange, Dutchess County, New York, has, on the 12 day of August, 2015, duly adopted a Resolution approving, for valuable consideration, an agreement for the conveyance of a conservation easement to Dutchess County Land Conservancy encumbering 4 acres of real property of the Town of LaGrange on Titusville Road subject to permissive referendum, and an abstract of the Resolution is published herewith.

A complete copy of the resolution summarized herewith, as well as the proposed conservation easement attached to the resolution, is available for public inspection during regular business hours at the Office of the Town Clerk of the Town of LaGrange at Town Hall, 120 Stringham Road, Lagrangeville, New York for a period of thirty days from the date of this publication.

Dated: La Grangeville, New York
August 12, 2015


Christine O'Reilly-Rao, LaGrange Town Clerk

ABSTRACT OF RESOLUTION DATED AUGUST 12, 2015

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DUTCHESS COUNTY LAND CONSERVANCY TO PRESERVE OPEN SPACE IN THE TOWN OF LAGRANGE BY, AMONG OTHER THINGS, ESTABLISHING FOR VALAUBLE CONSIDERATION A CONSERVATION EASEMENT ON APPROXIMATELY FOUR (4) ACRES OF REAL PROPERTY OF THE TOWN OF LAGRANGE IN FAVOR OF DUTCHESS COUNTY LAND CONSERVANCY. THE SUBJECT REAL PROPERTY IS LOCATED ON TITUSVILLE ROAD IN THE TOWN OF LAGRANGE, AND MORE PARTICULARLY THE REAL PROPERTY IS AN APPROXIMATE FOUR (4) ACRE PORTION, ALONG THE FRONTAGE OF TITUSVILLE ROAD, OF 8.8 ACRE LAGRANGE TAX PARCEL 6260-02-510715.

**AFFIDAVIT OF PUBLICATION
FROM**



RITA LOMBARDI being duly sworn says that he/she is the principal clerk of **THE POUGHKEEPSIE JOURNAL**, a newspaper published in the County of Dutchess and the State of New York, and the notice of which the annexed is a printed copy, was published in the newspaper on the date (s) below:

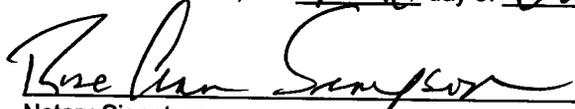
Zone:

Run Dates:
08/15/15



Signature

Sworn to before me, this 17th day of August 2015



Notary Signature

ROSE ANN SIMPSON
Notary Public - State of New York
No. 01SI6215893
Qualified in Dutchess County
My Commission Expires January 04, 2018

Ad Number: 0000658408

NOTICE OF ADOPTION OF RESOLUTION

PLEASE TAKE NOTICE that the Town Board of the Town of LaGrange, Dutchess County, New York, has, on the 12 day of August, 2015, duly adopted a Resolution approving, for valuable consideration, an agreement for the conveyance of a conservation easement to Dutchess County Land Conservancy encumbering 4 acres of real property of the Town of LaGrange on Titusville Road subject to permissive referendum, and an abstract of the Resolution is published herewith.

A complete copy of the resolution summarized herewith, as well as the proposed conservation easement attached to the resolution, is available for public inspection during regular business hours at the Office of the Town Clerk of the Town of LaGrange at Town Hall, 120 Stringham Road, Lagrangeville, New York for a period of thirty days from the date of this publication.

Dated: La Grangeville, New York
August 12, 2015

Christine O'Reilly-Rao, LaGrange Town Clerk

ABSTRACT OF RESOLUTION DATED AUGUST 12, 2015
A RESOLUTION AUTHORIZING AN AGREEMENT WITH DUTCHESS COUNTY LAND CONSERVANCY TO PRESERVE OPEN SPACE IN THE TOWN OF LAGRANGE BY, AMONG OTHER THINGS, ESTABLISHING FOR VALAUBLE CONSIDERATION A CONSERVATION EASEMENT ON APPROXIMATELY FOUR (4) ACRES OF REAL PROPERTY OF THE TOWN OF LAGRANGE IN FAVOR OF DUTCHESS COUNTY LAND CONSERVANCY. THE SUBJECT REAL PROPERTY IS LOCATED ON TITUSVILLE ROAD IN THE TOWN OF LAGRANGE, AND MORE PARTICULARLY THE REAL PROPERTY IS AN APPROXIMATE FOUR (4) ACRE PORTION, ALONG THE FRONTAGE OF TITUSVILLE ROAD, OF 8.8 ACRE LAGRANGE TAX PARCEL 6260-02-510715.

658408

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BUDGET TRANSFERS 8-12-15

	<u>FROM</u>	<u>TO</u>	<u>AMT.</u>
General Fund:	Contingent Account (1990.04)	Fiscal Agents, Cont. (1380.04)	2,500.00
	Contingent Account (1990.04)	Personnel, Cont. (1430.04)	225.00
Highway:	B.A.N.'s, Interest (9730.07)	Serial Bonds, Interest (9710.07)	856.98
Titusville Sewer:	Serial Bonds, Interest (9710.07)	Serial Bonds, Principal (9710.06)	9,599.43
Manchester Water:	Serial Bonds, Interest (9710.07)	Serial Bonds, Principal (9710.06)	10,399.57

BUDGET AMENDMENTS 8-12-15

<u>General Fund</u>			
Inc. Other Home & Community Service (2189)		3,200.63	
Inc. Interfund Transfers (9901.09)			3,200.63
Budget amendment for transfer of monies from General Fund to 2014 Equipment Cap. Proj. for additional expense for Parks tractor.			
Inc. Interfund Transfers (5031)		17,568.02	
Inc. Parks, LaGrange Park Concession Stand Proj. (7110.0400.2000)			29.72
Inc. Freedom Park Paving Project, Cont. (7110.0400.4000)			17,538.30
Adjust budget for t/r of monies from LPI for approved LPI Projects			
Inc. Premiums on Securities Issued (2710)		4,130.50	
Inc. Serial Bonds, Interest (9710.07)			4,130.50
<u>Titusville Sewer District</u>			
Inc. Insurance Recoveries (2680)		11,250.00	
Inc. Sewage Treatment & Disposal, Cont. (8130.04)			11,250.00
Adjust budget for monies received from insurance company for electrical and machinery damage.			



TOWN OF LAGRANGE HIGHWAY DEPARTMENT

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

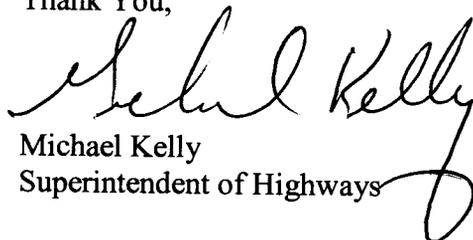
August 7, 2015

Town Board,

I am requesting permission to go out for bid on Highway Materials, Road Sweeping and Paving for the contract period October 1, 2015 through September 30, 2016 for the following:

Bituminous Materials- Road Tars, Latex Emulsion, Latex Primer & Sealer, Latex Mp Material
Bituminous Mix – Hot and Bituminous Mix – Cold
Cast Iron Frames, Grates, Catch Basins and Drywells
Crushed Quarry Stone
Diesel Motor Fuel
Fuel Oil
Galvanized CMP Arch Pipe
Guide Rails
Magnesium Chloride
R.O.B. Gravel
Re-Cycled Sub-Base Material A
Topsoil
Unleaded Gasoline
Washed Highway Grade Sand
Road Sweeping
Paving

Thank You,


Michael Kelly
Superintendent of Highways