

Town of New Paltz- Mill Brook Preserve

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT made this 5<sup>th</sup> day of January, 2017 ("Effective Date") by and between the TOWN OF NEW PALTZ with a mailing address of P.O. Box 550, New Paltz, New York 12561 (hereinafter the "Grantor") and the WALLKILL VALLEY LAND TRUST, INC., a New York not-for-profit corporation with a mailing address of P.O. Box 208, New Paltz, New York 12561 (hereinafter the "Grantee").

**WITNESSETH**

**WHEREAS**, Grantor is the owner in fee simple of certain real property consisting of two (2) tax parcels as follows: (1) approximately 63.2 acres designated on the tax map as SBL 86.2-1-6.100 located in the Town of New Paltz; and (2) approximately 7.2434 acres and designated on the tax map as SBL 86.8-6-6 located in the Town and Village of New Paltz, which real property is more particularly described in Exhibit A (metes and bounds) and shown on Map 1 and Map 2 attached as Exhibit B and located in Ulster County, New York (hereinafter the "Property") which Exhibits are annexed hereto and made a part hereof; and

**WHEREAS**, the Property is a significant area of land within the Village and Town that has been open space; and

**WHEREAS**, the Property offers valuable open space in an area under great developmental pressure; and

**WHEREAS**, the Property is adjacent to the Duzine School property and is part of the healthy and natural setting enjoyed by the students and faculty of the school; and

**WHEREAS**, the Property is adjacent to the Woodland Pond, a 56.11-acre conservation easement held by Grantee which protects important ecological attributes that contribute to the water quality of Tributary 13, also known as the Mill Brook; and

**WHEREAS**, the Property is adjacent to the Poet's Preserve Conservation Easement, a 11.67-acre conservation easement held by the Grantee, which protects a variety of forest and wetland habitat; and

**WHEREAS**, the conservation easement restricting the Property standing alone and combined with the anticipated conservation easement restricting adjacent Village real property, combined with the existing conservation easements on Poet's Preserve and Woodland Pond, will preserve a nearly 202-acre tract of undeveloped land with connections to larger tracts of natural forest, streams and wetlands all the way to the Wallkill River and beyond to the Shawangunk Ridge to

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the west, and other large areas of undeveloped natural and agricultural land to the north, contributing to the long term viability of all these areas as habitat for plants and animals; and

**WHEREAS**, these protected lands offer natural wetlands and unfragmented forests which provide important environmental services including fresh air, improved water quality, stormwater management, biodiversity, carbon sinks, and important habitats that cannot be replicated by the re-engineering of previously impacted areas; and

**WHEREAS**, the State of New York has recognized the importance of private efforts to preserve land in a natural, scenic, and open condition by conservation easements, including easements in gross, by the enactment of Article 49 of the Environmental Conservation Law (the "Conservation Law"); and

**WHEREAS**, the United States Environmental Protection Agency encourages the protection of wetlands and their associated benefits to the public, as demonstrated in its statement that "Wetlands are recognized as important features in the landscape that provide numerous beneficial services for people and for fish and wildlife...protecting and improving water quality, providing fish and wildlife habitats, storing floodwaters, and maintaining surface water flow during dry periods." (Functions and Values of Wetlands - publication 843-f-01-002c March 2002); and

**WHEREAS**, the Property is located within Ulster County, which makes the following recommendations in its Open Space Plan (2007): ... "identify potential links between protected areas that meet the needs of multiple resources, including recreation and biodiversity"; "Encourage municipalities to protect riparian corridors and natural drainage areas that can be used to establish a buffer along stream/river corridors"; "Working with partners, create a spatially connected system of open space/recreation/historic sites that connect trails, park lands and other recreational areas..."; and

**WHEREAS**, the Grantor, as owner in fee of the Property, desires to identify and to assure the preservation in perpetuity of the Property's Conservation Values and to assure access to the Property by the general public for passive recreation in perpetuity; and

**WHEREAS**, Grantor and Grantee desire to ensure that the following Conservation Values of the Property (collectively "Conservation Values") be protected in perpetuity for the benefit of the public and future generations, and desire to do this by entering into this Conservation Easement pursuant to the relevant provisions of the Conservation Law. The Conservation Values include the following:

- (i) Scenic Resources:
  - a. The Property is an important component of the scenic and historic viewshed from the world-renowned Shawangunk Mountains. Development pressure within the viewshed from the Shawangunks has been identified in the Town of New Paltz 2006 Open Space Plan as a potential threat to the scenic viewshed, wetlands, and stream corridors (Section II, Page 15);
  - b. Town of New Paltz 2006 Open Space Plan includes the location of this

property as one of New Paltz Community's "Top 10" List of Important Open Spaces, and again for the existence of Tributary 13; and

- (ii) Natural Resources:
  - a. The Property contains relatively natural habitat of amphibians, wildlife and plants;
  - b. The Property is part of the watershed of Mill Brook, also known as Tributary 13 of the Wallkill River, and conservation of the Property will protect the water quality of that watershed;
  - c. The Property includes several small streams which form the main stem of the Tributary 13 Stream. This then flows westerly into an existing pond, creating riparian habitats supporting rich plant and amphibian concentrations;
  - d. A large portion of the Property contains various types of wetlands, including shrubby wet meadow, wooded swamp, woodland pool, beaver pond, and clayey seepage areas which collectively provide habitat to a wide variety of important and some rare animal species, including Spotted Salamander, Wood Turtle, Box Turtle, Beaver, Coopers Hawk, and Red-shouldered Hawk;
  - e. Calcareous soils present on the Property have moderate to high amounts of calcium compounds, providing for habitats which support plant species that are considered unique or rare for the Hudson Valley, including: basswood, American prickly-ash, watershield, golden-saxifrage and knotted rush; and
- (iii) Recreational Resources:
  - a. The conservation of the Property through this Conservation Easement will ensure the perpetual right of the public to access the Property for passive recreation;
  - b. The Mill Brook Nature Preserve and Public Recreation Development Plan (the "Mill Brook Preserve Recreation Plan") to be developed by Grantor and Grantee as provided herein will serve as a guiding document for the future development of public trail linkages between lands open to the public and held by Grantor, Grantee, and Village of New Paltz and other public and private entities; and

**WHEREAS**, the Conservation Values as described above have been documented in The Mill Brook Preserve Plan (2014), created under the supervision of the Town and Village of New Paltz Clean Water and Open Space Protection Committee in 2014; and

**WHEREAS**, the Property's Conservation Values are of great importance to the Grantor, the Grantee, the people of New Paltz, the State of New York and the general public, and are worthy of preservation; and

**WHEREAS**, preservation of these Conservation Values will contribute to the community's and the public's experience and appreciation of the scenic, aesthetic, recreational and open space values of Ulster County; and

**WHEREAS**, Grantee has determined it to be desirable and beneficial and has requested the Grantor to grant a Conservation Easement to Grantee in order to restrict the further development of the Property; and

**WHEREAS**, The Grantee is conducting an extensive land preservation campaign within the Wallkill River Valley;

**NOW THEREFORE:**

In consideration of the previously recited facts, mutual promises, undertakings and forbearances contained in this Conservation Easement, the receipt and sufficiency of which is hereby acknowledged, the parties agree upon its provisions, intending to be bound by it.

## ARTICLE ONE

### INTRODUCTION AND CONSERVATION PURPOSE

#### 1.01 Grantors' Warranty

Grantor warrants and represents to the Grantee that the Grantor is the sole owner of the Property in fee simple described in Exhibit A and that the Grantor possesses the right to grant this Conservation Easement.

#### 1.02 Grantee's Status

Grantee warrants and represents to Grantor that Grantee is a not-for-profit conservation organization pursuant to the Conservation Law and is incorporated under the Not-For-Profit Corporation Law of New York State for the purpose, inter alia, of conserving and preserving the unique environmental, agricultural, scenic, recreational and open space values of rural lands.

#### 1.03 Conservation Purpose

The parties recognize the Conservation Values of the Property and have the common purpose of preserving these Conservation Values in perpetuity, including the ability of the general public to access the Property for passive public recreation, including, without limitation hiking, walking, jogging, cross-country skiing, environmental education, pedal biking and the like, which

excludes motorized use of the property, except as necessary to provide access to public areas for people with handicapping conditions. This instrument is intended to convey a Conservation Easement encumbering the Property by Grantor to Grantee, exclusively for the Conservation Purpose of preserving its Conservation Values in perpetuity by preventing the use or development of the Property for any purpose or in any manner contrary to the provisions hereof, in furtherance of federal, New York State, and local town and county conservation policies.

#### 1.04 Government Regulation

New York State has recognized the importance of private efforts to preserve rural lands in a scenic, natural, and open condition through conservation restrictions by enactment of Environmental Conservation Law, Article 49-0301, et. seq. and General Municipal Law, Section 247. Similar recognition by the federal government includes Section 170(h) of the Code and other federal statutes.

#### 1.05 Grantee's Warranty

Grantee warrants and represents that it possesses the intent and ability to enforce the terms of this Conservation Easement on the Property and that the Property satisfies the criteria adopted by Grantee relating to the quality and characteristics of open land that should be protected and maintained as open land.

#### 1.06 Documentation

Grantee acknowledges by acceptance of this Conservation Easement that the present uses of the Property are compatible with the Conservation Purpose and Conservation Values. Grantor has made available to Grantee sufficient documentation to establish the condition of the Property at the time of the conveyance of this Conservation Easement. In order to aid in identifying and documenting the present condition of the Property and the Conservation Values, to assist Grantee with monitoring the uses and activities on the Property and ensure compliance with the terms hereof, Grantee has prepared, with the Grantor's cooperation, an inventory of the Property's Conservation Values, relevant features and conditions (the "Baseline Documentation"). This Baseline Documentation includes, but need not be limited to a survey and other maps of the Property, photographs of the Property, a description of the existing land uses, features, Buildings, Structures and Improvements, and an acknowledgement page signed by Grantor and Grantee which verifies that the Baseline Documentation Report accurately represents the condition of the Property at the time of this Conservation Easement. Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's uses

of the Property or its physical condition as of the Effective Date, the parties shall not be foreclosed from utilizing any other relevant or material documents, surveys, reports, photographs or other evidence to assist in the resolution of the controversy.

#### 1.07 Recitation

In consideration of the previously recited facts, mutual promises, undertakings and forbearances contained in this Conservation Easement, the parties agree upon its provisions, intending to be bound thereby.

## ARTICLE TWO

### THE CONSERVATION EASEMENT

#### 2.01 Type

This instrument conveys a Conservation Easement consisting of the covenants, restrictions, rights, terms and conditions recited herein. Reference to this "Conservation Easement" or its "provisions" shall include any and all of those covenants, restrictions, rights, terms and conditions.

#### 2.02 Duration

This Conservation Easement shall be a burden upon and run with the Property in perpetuity.

#### 2.03 Effect

This Conservation Easement shall run with the Property as an incorporeal interest in the Property, and shall extend to and be binding upon Grantor, Grantor's agents, tenants, occupants, heirs, personal representatives, successors, assigns and all other relevant individuals and entities. The word "Grantor" when used herein shall include all those persons or entities. Any rights, obligations and interests herein granted to Grantee shall also be deemed granted to each and every one of its subsequent agents, successors and assigns, and the word "Grantee" when used herein shall include all of those persons or entities.

#### 2.04 Mill Brook Preserve Recreation Plan.

Grantor and Grantee shall work together to create the Mill Brook Preserve Recreation Plan detailing the preservation of the Property as a nature preserve while providing for compatible use by the general public for passive public recreation, including, without limitation hiking, walking, jogging, cross-country skiing, pedal biking and the like, which excludes motorized use of the property, except as necessary to provide access to public areas for people with handicapping conditions. The Mill Brook Preserve Recreation Plan shall not be inconsistent with the Conservation Purpose or the Conservation Values as defined in this Conservation Easement. The Mill Brook Preserve Recreation Plan will include the elements detailed in The Mill Brook Preserve Recreation Plan Outline, attached as Exhibit C and incorporated herein and such other details as Grantor and Grantee mutually agree upon. The Mill Brook Preserve Recreation Plan must be completed prior to the commencement of construction of any Building, Structure or Improvement permitted by this Conservation Easement. By mutual agreement, Grantor and Grantee may amend the Mill Brook Preserve Recreation Plan, but no such amendment shall be inconsistent with the Conservation Purpose, Conservation Values or other provision of this Conservation Easement. In creating the Mill Brook Preserve Recreation Plan, the Mill Brook Preserve Plan (2014), a copy of which is an appendix to the Baseline Documentation Report, may be used as a resource and guidance document by Grantor and Grantee; provided that nothing in the Mill Brook Preserve Plan (2014) shall be adopted as part of the Mill Brook Preserve Recreation Plan that is inconsistent with the Conservation Purpose, Conservation Values or any other provision of this Conservation Easement.

### ARTICLE THREE

#### CONVEYANCE IN PERPETUITY

GRANTOR hereby grants, releases, and conveys to Grantee, this Conservation Easement, in perpetuity, together with all rights to enforce it. Grantee hereby accepts this Conservation Easement in perpetuity, and undertakes to enforce it against Grantor.

### ARTICLE FOUR

#### PROHIBITED ACTS

From and after the Effective Date, the following acts, uses and practices shall be prohibited forever upon or within the Property:

#### 4.01 Buildings, Structures and Improvements

Except as provided in Article Five, the construction or placement of Buildings, Structures or Improvements of any kind or nature (including but not limited to mobile homes), permanent or temporary, upon, over, or under the Property shall be prohibited. Buildings, Structures and Improvements include, without limitation, anything constructed, installed, erected, placed or maintained upon the ground whether temporarily or permanently, residential units, garages, sheds, observation towers, moveable buildings, tents, arbors, pergolas, gazebos, driveways, roads, parking areas, gardens, ponds, utilities (e.g., wells, septic systems, drainage ways, utility lines, solar panels), fences, stone walls, trails, walkways, signs, benches, kiosks and the like.

#### 4.02 Excavation and Removal of Materials; Mining

The excavating or filling of the Property, except as may be necessary for historical and/or archaeological research, shall be prohibited, without the prior written consent of the Grantee. Mineral exploitation and extraction by any method, surface or subsurface, is prohibited. Drilling wells and the extraction of subsurface water is prohibited except as provided in Section 4.07 and Section 5.04. The removal of topsoil, earth, sand and other materials shall not take place, nor shall the topography of the Property be changed, except for: (i) archaeological and/or historical research; (ii) construction of permitted Buildings, Structures and Improvements as provided in Article Five; (iii) purposes of erosion control and soil or Water Resource management as provided in Article Five; (iv) water supply wells as provided in Section 4.07 and Section 5.04.

#### 4.03 Subdivision

There shall be no subdivision of the Property. Lot line revisions to contiguous properties are allowed with prior written consent of the Grantee.

#### 4.04 Dumping

The dumping, burying, storage or accumulation of waste, sewage, vehicles or appliances or unsightly or offensive materials including, but not limited to trash, garbage, sawdust, or chemical waste on the Property is prohibited, except biodegradable materials (organic compost) generated and utilized on the Property to further the permitted uses of the Property while maintaining the Conservation Purpose and Conservation Values.

#### 4.05 Signs

The display of signs is prohibited except signs whose placement, number and design are not inconsistent with the Conservation Purpose and the Conservation Values and only for the following purposes: (i) to state the name of the Property and information about its ownership and management; (ii) to announce the Grantee's Conservation Easement, the right to which is hereby granted by Grantor; (iii) for educational purposes including but not limited to outdoor recreation, nature interpretation and environmental information; (iv) signs stating "No Trespassing," "Protected Property", and similar boundary posted signs to control unauthorized entry or use; (v) to mark the location of passive recreational trails; (vi) to acknowledge or identify donor support of programs, trails and other permitted public amenities; and (vii) as required for purposes of public safety or as required by federal, state or local codes, regulations and laws.

Permitted kiosk signs shall not exceed 4 feet by 6 feet (total of 24 square feet) in size each and shall be non-illuminated. Permitted education, informative, and all other signs shall not exceed 2 feet by 3 feet (total of 6 square feet) in size each and shall be non-illuminated. Permitted signs shall be designed to be consistent with: (i) the use of the Property as a nature preserve and for passive public recreation, including, without limitation hiking, walking, jogging, cross-country skiing, pedal biking and the like, which excludes motorized use of the property, except as necessary to provide access to public areas for people with handicapping conditions and for the maintenance of permitted Buildings, Structures and Improvements permitted pursuant to Section 4.07 and Section 5.04; and (ii) the Mill Brook Preserve Recreation Plan.

Billboards and advertisements are prohibited.

#### 4.06 Vegetation Management

Vegetation Management includes any pruning, cutting, clear-cutting of standing trees or timber, removal, harvesting and thinning of plants, shrubs, timber, trees and any plant or woody material.

Vegetation Management is prohibited except for the following purposes: (i) to clear and restore Vegetation that has been damaged or disturbed by forces of nature, by insects or by disease; (ii) to prune and selectively thin Vegetation in accordance with good forest management practices; (iii) to allow for construction and maintenance of Permitted Buildings, Structures and Improvements; (iv) use of dead or down Vegetation as material for permitted Buildings, Structures and Improvements; (v) to remove and/or eradicate invasive plant species listed by The Nature Conservancy, the United States Department of Agriculture, the New York State Department of Environmental Conservation, or the New York State Office of Parks, Recreation and Historic Preservation; (vi) to control poison ivy and similar vegetation in areas open to the

public; (vii) to avoid damage to persons or property; and (viii) to remove Vegetation that is fallen, dead, diseased or poses a threat to persons or property.

Clear-cutting of standing trees or timber is defined as the removal of more than fifty percent (50%) of trees or timber greater than four (4) inches diameter at breast height. Clear-cutting is permitted for permitted uses and activities only, as identified in Section 5.04 and shall not to exceed a total area of one-half (1/2) acre in size in the aggregate for all permitted uses and activities. Once one-half (1/2) acre of the Property in the aggregate has been clear-cut, no additional clear-cutting is permitted.

Vegetation Management shall be carried out consistently with the Mill Brook Preserve Recreation Plan and so as not to be inconsistent with the Conservation Purpose and Conservation Values.

#### 4.07 Soil and Water Resources

Water Resources include, without limitation, surface and subsurface water sources including aquifers, wetlands, ponds, streams, tributaries, rivers and the like. Except for the permitted activities set forth in this Conservation Easement, any use or activity that causes or is likely to cause soil degradation or erosion or pollution of any Water Resource is prohibited.

No Water Resource and no land within one hundred (100) feet of a Water Resource may be disturbed or filled except in compliance with federal, state and local laws, regulations and permits, the Mill Brook Preserve Recreation Plan and only upon the prior written approval of Grantee.

Notwithstanding the restrictions in this Section, Grantor may drill and establish wells for municipal drinking water supply only. Such wells and associated Structures and Improvements, including without limitation pipes, construction and drilling equipment and unpaved roads, and any other disturbance to drill and maintain such wells, shall be located and confined to the approximately three (3) acre area shown on the map attached as Exhibit D, Map 1 and described in Exhibit E "Drinking Water Well Area." All activities related to exploring for well sites, clearing trees and vegetation, developing roads / paths for access, drilling test wells, installation of well systems, water extraction process, and maintenance must follow then current best management and environmental protection practices.

Upon written notice to Grantee, Grantor may engage in activities to remediate Water Resource and soil contamination identified in a Phase I Environmental Site Assessment dated March 3, 2010 by David Clouser & Associates, Grantor and Grantee agree that they each have a copy of said Phase I Environmental Site Assessment and it is appended to the Baseline Documentation Report.

#### 4.08 Other Activities [Intentionally Blank]

#### 4.09 Utility and Other Improvements

The installation or placement of Utility Improvements, including without limitation utility lines, utility poles, wires, pipes, wells, drainage, septic systems and the like shall be prohibited except as permitted in Article Five and Section 4.07. Notwithstanding the foregoing:

- i. Existing Utility Improvements, as identified in the Baseline Documentation Report and / or permitted by deed recorded prior to the Effective Date as identified in Exhibit G, such as utility lines, utility poles, wires, pipes, wells, drainage, septic systems and the like may be maintained, repaired and/or replaced.
- ii. New Utility Improvements permitted by deed recorded prior to the Effective Date and identified in Exhibit G may be installed, maintained, repaired and/or replaced; provided that any such installation, maintenance, repair and/or replacement shall be strictly limited as permitted by said recorded deed.
- iii. New Utility Improvements, other than as identified in Subsection 4.09(ii), are permitted only as appropriate to a nature preserve and passive public recreation and only to support permitted Buildings, Structures and Improvements.
- iv. Solar panels with non-reflective surfaces are permitted on permitted Buildings, Structures and Improvements upon the prior written approval of Grantee.

Grantor shall notify Grantee in writing upon its receipt of information relating to the installation or replacement of Utility Improvements pursuant to a recorded deed predating the Effective Date. Grantor and Grantee shall work together with the holder of such right to agree to a plan for such installation or replacement that will be consistent with the Conservation Purpose and Conservation Values including locating Utility Improvements underground in a trench, remediating the disturbed area with native vegetation in order to limit erosion, and consistency with the Mill Brook Preserve Recreation Plan.

The installation and replacement of all other Utility Improvements must be: (i) located underground in a trench outside the Core Biodiversity Area; (ii) remediated with native vegetation in order to limit erosion; and (iii) consistent with the Mill Brook Preserve Recreation Plan.

#### 4.10 Activities and Uses

The Property may be used solely as a nature preserve and for passive outdoor recreational use by the public. The use of the Property for any use inconsistent with the Conservation Purpose and

Conservation Values, including but not limited to, residential, commercial and industrial uses, is prohibited.

#### 4.11 Development Rights

The use of the acreage of the Property for purposes of calculating lot yield on any other property shall be prohibited. Grantor hereby grants to Grantee all existing development rights (and any further development rights that may be created through a rezoning of the Property) on the Property. The parties agree that such rights not reserved to Grantor hereunder and not required to carry out permitted uses and activities of the Property, shall be terminated and extinguished and may not be used or transferred to any other parcels.

#### 4.12 Roads and Rights of Way

No roads or rights of way may be established on the Property except: (i) as necessary to construct and maintain Buildings, Structures and Improvements permitted herein; (ii) for safety and security of the Property and the public; or (iii) as necessary to provide access to public areas for people with handicapping conditions; (iv) develop the permitted Town Connector Road defined herein, however no roads or rights of way may be developed in the Core Biodiversity Area. All permitted roads shall be consistent with the Mill Brook Preserve Recreation Plan.

#### 4.13 Use of Property by Motorized Vehicles

Motorized vehicles of any type are prohibited on the Property except: (i) for the use of vehicles necessary for reasons of safety and security; (ii) for construction and maintenance of permitted Buildings, Structures and Improvements; (iii) as required to provide access to persons with handicapping conditions; (iv) regular use of permitted Town Connector Road once developed.

### ARTICLE FIVE

#### GRANTOR'S RESERVED RIGHTS

##### 5.01 Ownership

Subject to the provisions of this Conservation Easement, Grantor retains all other customary rights of ownership in the Property, some of which are more particularly described in this ARTICLE FIVE. Notwithstanding anything to the contrary herein, no activities shall take place

on the Property in contravention of the restrictions contained in the deed attached as Exhibit F, which deed restricts the portion of the Property identified as SBL 86.8-6-6 and is shown on Map 2 attached as Exhibit B.

#### 5.02 Regulation of Public Use by Grantor

The Property shall be open to the public for passive recreation provided that Grantor may impose reasonable limitations upon time, place and manner of use consistent with the Mill Brook Preserve Recreation Plan.

#### 5.03 Use

For the purpose of this Conservation Easement, a "Core Biodiversity Area" containing approximately 39.6-acres is delineated and established on the Property as identified in the maps attached as Exhibit D.1 and D.2, Map 1 and Map 2 and described in Exhibit E. Said Core Biodiversity Area is derived from the Mill Brook Preserve Management Plan, 2014. For purposes of this Conservation Easement the Core Biodiversity Area is an area that includes significant expanses of the Property's riparian corridors, wetlands and associated upland areas. The Core Biodiversity Area was delineated to include examples of existing native ecosystems, to provide stream and wetland buffers and to provide connections for both people and wildlife. The 39.6-acre Core Biodiversity Area contains lands required to maintain native plant and animal species, the current beaver habitat, the biodiversity of the Property, and the buffer area around Water Resources, including streams and wetlands critical to that habitat, as well as hardwood trees and vegetation vital for beaver habitat, and important for the biodiversity of the Property.

Grantor shall have the right to use the Property in any manner and for any purpose: (i) consistent with the right of the public to use the Property for passive recreation; and (ii) consistent with and not limited or prohibited by this Conservation Easement, the Mill Brook Preserve Recreation Plan or applicable local town, village, New York State, or federal law.

#### 5.04 Buildings, Structures and Improvements

No Buildings, Structures or Improvements shall be constructed on, under, or above the Property except:

- (i) Trail(s) with a tread-width no greater than nine (9) feet, of which no more than five (5) feet shall be a hard, pervious surface, and trail amenities, such as trail bridges, viewing platforms, boardwalks, benches and kiosks related to passive public recreation or related to education, interpretation, naturalist research by the

- general public; provided that only trail(s) and associated viewing platforms and boardwalks may be located in the area of the Property defined as the Core Biodiversity Area in Exhibit D.1 And D.2 and Exhibit E, and no other Structures, Buildings or Improvements, including other trail amenities, may be located within the Core Biodiversity Area.
- (ii) One (1) Multi-Use Trail, with a tread-width no greater than fourteen (14) feet, of which no more than ten (10) feet shall be a hard, pervious surface up to 0.75 miles in total length and trail amenities, such as trail bridges, viewing platforms, boardwalks, benches and kiosks related to passive public recreation or related to education, interpretation, naturalist research by the general public is permitted; provided that the Multi-Use Trail shall not enter or cross the Core Biodiversity Area at any place.
  - (iii) Within the Building Envelope identified in Exhibit D.1 and defined in Exhibit E:
    - a. One (1) Building, such as a nature center, up to Fifteen Hundred (1,500) square feet, which may include a rest room facility. If such Building does not include a rest room facility, one (1) additional Building up to two hundred (200) square feet may be constructed as a rest room facility, with total nature center Building and rest room facility Building not to exceed an aggregate total of Fifteen Hundred (1,500) square feet;
    - b. One (1) Building, such as a naturalist research facility up to Fifteen Hundred (1,500) square feet;
  - (iv) One parking area (for up to ten (10) cars) which shall be located within the Parking Area identified on Exhibit D.1 and defined in Exhibit E and one (1) access road with a surface area width not to exceed five (5) feet to the Parking Area is permitted; provided that the access road shall not cross the Core Biodiversity Area;
  - (v) Utility Improvements to support permitted Structures, Buildings, and Improvements or as otherwise permitted by this Conservation Easement provided that in no event may Utility Improvements be located in the Core Biodiversity Area.
  - (vi) Structures, Roads and other Improvements required to develop and maintain well sites and Buildings permitted pursuant to Section 4.07, one (1) road with a surface area width not to exceed five (5) feet is permitted. Utility Improvements as are required to develop and maintain wells shall be located within five (5) feet of said road and must be located underground in a trench and disturbed areas remediated with native vegetation in order to limit erosion. The permitted road and Utility Improvements shall not cross or be located in the Core Biodiversity Area. Test well and closed well areas must be remediated after abandonment with habitat restoration and plantings consistent with the natural resources of the Property. Reasonable measures shall be taken during testing, drilling and development to ensure habitat and wetland disturbance is minimal.
  - (vii) Town Connector Road, joining Sunset Ridge Drive and Cooper Street along the edge of Town Property (Parcel A). This proposed connector road can be up to 60 feet wide, as property ownership allows. The road surface may consist of an impervious surface, can only be located at the specified location illustrated in

Exhibit D.1 and described in Exhibit E for a total area of approximately 0.61 acres.

The locations of the Building Envelope and the Parking Area may be moved by written agreement of the parties, but only as consistent with the Mill Brook Preserve Recreation Plan, however the size of the Building Envelope and the Parking Area may not be enlarged and in no event may the Building Envelope or the Parking Area be located in the Core Biodiversity Area.

The location and size of the Town Connector Road may not move nor change size, and in no event may the Town Connector Road be located in the Core Biodiversity Area.

The exterior of permitted Buildings, Structures and Improvements must be earth tone and no Building, Structure or Improvement may exceed twenty (20) feet in height.

The permitted Parking Area shall be located entirely within the Parking Area.

The location of the Drinking Water Well Area cannot be moved nor enlarged.

Permitted Buildings, Structures and Improvements must be consistent with the Mill Brook Preserve Recreation Plan and be related to passive recreation, environmental, educational or safety purposes consistent with the Conservation Purpose and Conservation Values. Trail(s), the Multi-Use Trail, Parking Area and associated Structures and Improvements such as bridges, walkways, viewing platforms and boardwalks shall have a pervious surface underneath and the Structures and Improvements themselves shall be made of natural materials or natural looking materials in order to blend in with the environment.

Only the Town Connector Road may be constructed of impervious surface, and this is only for the road surface and shoulder.

Grantor shall obtain any necessary governmental approvals prior to constructing permitted Buildings, Structures and Improvements. All construction must be approved and acknowledged in writing by the Grantee prior to the commencement of work.

Notwithstanding anything to the contrary herein, no Buildings, Structures and Improvements shall be constructed on, under, or above the Property in contravention of the restrictions contained in the deed attached as Exhibit F.

#### 5.05 Roads and Rights of Way

No roads or rights of way may be established on the Property except: (i) as necessary to construct and maintain Buildings, Structures and Improvements permitted in Section 5.04; (ii) for safety and security of the Property and the public; or (iii) as necessary to provide access to public areas for people with handicapping conditions; provided that no roads or rights of way

may be developed in the Core Biodiversity Area. All permitted roads and rights of way shall be consistent with the Mill Brook Preserve Recreation Plan. The Town Connector Road is the only road that is permitted to be established with an impervious surface.

#### 5.06 Soil and Water Resources

Water Resources include, without limitation, surface and subsurface water sources including aquifers, wetlands, ponds, streams, tributaries, rivers and the like. Except for the permitted activities set forth in this Conservation Easement, any use or activity that causes or is likely to cause soil degradation or erosion or pollution of any Water Resource is prohibited.

Wells for municipal water supply may be established as permitted by Section 4.07 and Section 5.04.

No Water Resource and no land within one hundred (100) feet of a Water Resource may be disturbed or filled except in compliance with federal, state and local laws, regulations and permits, the Mill Brook Preserve Recreation Plan and only upon the prior written approval of Grantee as permitted by Section 4.07 and Section 5.04.

#### 5.07 Alienability

Grantor shall have the right to convey, mortgage, or lease all of their remaining interest in the Property but only subject to this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full name and mailing address of any grantee of such conveyance, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the provisions of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording hereof. The failure of any such instrument to comply with the provisions hereof shall not affect the validity of this Conservation Easement or any of Grantee's rights hereunder.

## ARTICLE SIX

### GRANTOR'S OBLIGATIONS

#### 6.01 Notice

Grantor shall notify Grantee, in writing, before taking any action or before exercising any reserved right with respect to the Property which could adversely affect the Conservation Values protected by this Conservation Easement. This includes but is not limited to the construction of any Buildings, Structures or Improvements. Grantor shall provide Grantee with complete documentation including information on the need and/or desire for and use of such Buildings, Structures and Improvements and a sketch of all planned Buildings, Structures and Improvements. Such approval, disapproval, or comments of Grantee shall be given to Grantor within sixty (60) days after all necessary documentation and information is submitted to Grantee. If after 60 days, Grantor has not received any response from Grantee to such submission, then Grantor shall notify Grantee that they have not received any response to such submission. If Grantee fails to respond to such second notice within ten (10) days thereafter, then Grantee shall be deemed to have approved Grantor's proposed action or request. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's reasonable discretion, determines that the proposed action is not inconsistent with the Conservation Purpose, Conservation Values or other provision of this Conservation Easement. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

Whenever an action by Grantor requires the approval of Grantee, Grantor must also obtain any required governmental approvals for the action.

#### 6.02 Taxes and Assessments

Grantor, its successors and assigns, shall continue to pay all taxes, levies, and assessments and other governmental or municipal charges that may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor, its successors and/or assigns fail to make such payments, Grantee is authorized to make such payments (but is not obligated to do so) upon ten (10) days prior written notice to the party responsible for such payment, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. That payment, if made by the Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until repaid by the party responsible for such payment at three percentage points over the prime rate of interest from time to time charged by JPMorgan Chase & Co. or its corporate successor.

### 6.03 Indemnification

Grantor acknowledges that Grantee has neither possessory rights in the Property nor any responsibility or right to control, maintain, or keep up the Property and that Grantor has and shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement, and maintenance of the Property. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and Grantee's members, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, including Grantee, the "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the active negligence or willful misconduct of Grantee; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement by any person, other than Grantee, in any way affecting, involving, or relating to the Property; (3) any obligations of Grantor under Section 4.1 of this Easement; but in no event shall the foregoing indemnification limit the right of Grantor, under applicable law, to make any claim for indemnification or contribution against any prior owner; (4) tax benefits or consequences of any kind which result or do not result from entering into this Conservation Easement; (5) the presence or release, discharge, remediation or removal of Hazardous Materials (as defined below) on, under, from or about the Property; and /or (6) any other obligation, requirement or liability related to or arising from the presence of Hazardous Materials on the Property.

Grantor's obligations to hold harmless, indemnify and defend Grantee as specified in this Conservation Easement shall survive indefinitely and shall not be abrogated if Grantee transfers this Conservation Easement to another party. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement.

**Grantor's Environmental Warranty and Indemnity.** Grantor represents and warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials (as defined below) on the Property **except as identified in a Phase I Environmental Site Assessment dated March 3, 2010 by David Clouser & Associates** and hereby promises to hold harmless, defend and indemnify the Indemnified Parties from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or connected with the presence and/or any release of Hazardous Materials or

violation of federal, state or local Environmental Laws (as defined below) on, under, or from the Property.

This Easement is not intended to and shall not create environmental liability in Grantee. Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it imposes on, creates in, or gives Grantee:

- (a) the obligations or liability of an "owner" or "operator" as those words are defined and used in Environmental Laws, including, without limitation, CERCLA;
- (b) the obligations or liability of a person described in 42 U.S.C. Section 9607(a)(3) or (4);
- (c) the obligations of a responsible person under any Environmental Laws;
- (d) the right to investigate and remediate any Hazardous Materials, associated with the Property; or
- (e) any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

The term "**Hazardous Materials**" includes, but is not limited to, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, including but not limited to those defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 *et seq.*), the New York Environmental Conservation Law (NY ECL 27-0901), or any other Environmental Law, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after the Effective Date of this Easement.

The term "**Environmental Laws**" includes, but is not limited to, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement now in effect or enacted after the Effective Date of this Easement relating to pollution, protection of human health, the environment, or Hazardous Materials.

#### 6.04 Third Party Claims

Grantee has no obligations for the maintenance of the Property. Grantor shall indemnify and hold Grantee harmless from any and all claims or liability, costs, attorneys' fees, judgments, or expenses to Grantee or any of its directors, officers, employees, agents, or independent contractors arising or resulting: (i) from injury to persons or damages to property arising from any activity on the Property, except those due in whole or in part to the acts of the Grantee, its directors, officers, employees, agents, or independent contractors; and (ii) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this Conservation Easement, excepting any of those matters arising strictly from the acts of the

Grantee, its directors, officers, employees, agents, or independent contractors. In the event of injury to persons or property arising out of the acts or omissions of the Grantee, its directors, officers, employees, agents, or independent contractors, the Grantee shall defend, indemnify and hold harmless the Grantor and the Grantor's heirs, successors or assignees, from any and all actions, claims, damages or judgments whatsoever alleging property damage, personal injury, wrongful death or seeking any other damages or relief.

## ARTICLE SEVEN

### GRANTEE'S RIGHTS

#### 7.01 Entry and Inspection

Grantee, its employees, designees, and/or authorized representatives have the right to enter the Property at reasonable times, in a reasonable manner, and where practicable, after giving reasonable advance notice to Grantor: (i) to inspect for compliance with the provisions of this Conservation Easement; (ii) as necessary in connection with conducting an investigation pursuant to a request for approval received from Grantor; or (iii) to investigate the need to pursue or oversee legal remedies. Grantee, its directors, officers, agents, employees, independent contractors, and/or authorized representatives also have the right to enter and inspect the Property at any time, without prior notice to Grantor, if Grantee has cause to believe that the provisions of this Conservation Easement are threatened to be, have been, or are being violated or that an emergency requires entry upon and inspection of the Property.

#### 7.02 Restoration

Grantee shall have the right to require the Grantor to restore the Property to the condition required by this Conservation Easement and to enforce this right by any action or proceeding that Grantee may reasonably deem necessary. However, Grantor shall not be liable for any changes to the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or to the Property resulting from such causes.

#### 7.03 Enforcement Rights of Grantee

Grantor acknowledges and agrees that Grantee's remedies at law for any violation of this Conservation Easement are inadequate. Therefore, in addition to, and not in limitation of, any

other rights of Grantee hereunder at law or in equity, in the event any breach, default or violation of any term, provision, covenant or obligation on Grantor's part to be observed or performed pursuant to this Easement is not cured by Grantor within fifteen (15) days' notice thereof by Grantee (which notice requirement is expressly waived by Grantor with respect to any such breach, default or violation which, in the Grantee's reasonable judgment, requires immediate action to preserve and protect the Conservation Values or otherwise to further the purposes of this Conservation Easement), Grantee shall have the right at Grantor's sole cost and expense and at Grantee's election,

- i. To institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction;
- ii. To enter upon the Property and exercise reasonable efforts to terminate or cure such breach, default or violation and/or to cause the restoration of that portion of the Property affected by such breach, default or violation to the condition that existed prior thereto; or
- iii. To seek or enforce such other legal and/or equitable relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Easement; provided, however, that any failure, delay or election to so act by Grantee shall not be deemed to be a waiver or forfeiture of any right or available remedy on Grantee's part with respect to such breach, default, or violation or with respect to any other breach, default, or violation of any term, condition, covenant, or obligation under this Conservation Easement.

Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorneys' fees, court costs and other expenses incurred by Grantee (herein called "Legal Expenses") in connection with any proceedings under this Section. If, after a court of competent jurisdiction renders a non-appealable order, Grantor prevails in a judicial enforcement action, Grantor shall be relieved of Grantor's obligation to pay Grantee's Legal Expenses.

Notwithstanding anything to the contrary set forth herein, neither party shall be obliged to pay any attorneys' fees, costs or expenses incurred by the party that prevails in such action until unless a court of competent jurisdiction renders a non-appealable order determining whether or not Grantor breached or violated a provision of this Conservation Easement which caused Grantee to take remedial action.

#### 7.04 No Waiver

Grantee's exercise of one remedy or relief under this ARTICLE SEVEN shall not have the effect of waiving or limiting any other remedy or relief and the failure to exercise or delay in exercising any remedy shall not have the effect of waiving or limiting the use of any other remedy or relief or the use of such remedy or relief at any other time.

#### 7.05 Assignability

Grantee, upon not less than sixty (60) days prior advance written notice to Grantor, shall have the right to assign any and all of its rights and responsibilities under this Conservation Easement and any and all of its rights, title, and interest in and to this Conservation Easement only to a public body or not-for-profit conservation organization (the "Assignee") as those terms are defined in the Conservation Law and which is organized and operated primarily or substantially for conservation purposes similar to Grantee. Any assignment by the Grantee or a successor Grantee must require the Assignee and Assignee's successors to carry out the Conservation Purpose. The Assignee and its successors and assigns shall have the same right of assignment, subject to compliance with the provisions of this Section 7.05.

#### 7.06 Succession

If at any time the Grantee is unable to enforce this Conservation Easement, or if the Grantee ceases to exist or ceases to be qualified to hold conservation easement, then this Easement shall be vested in such qualified corporation, body or agency as defined and upon the conditions contained in Section 7.05 as the Grantee shall designate. If, on the occurrence of any of these events, the Grantee fails to assign all of its rights and responsibilities under this Conservation Easement, then the rights and responsibilities under this Conservation Easement shall become vested in another qualified organization, in accordance with a cy pres proceeding brought in any court of competent jurisdiction.

#### 7.07 Extinguishment

This Conservation Easement gives rise to a property right and interest immediately vested in Grantee. The fair market value of such property right and interest is proportionate to the fair market value of the Property unrestricted by the Conservation Easement ("Proportionate Share"). The Proportionate Share is a percentage value arrived at by dividing the fair market value of the Conservation Easement as of the Effective Date by the fair market value of the Property unrestricted by the Conservation Easement as of the Effective Date. Such values as of the Effective Date shall be determined by a "qualified appraisal" completed in compliance with Section 170(h) or Section 2055(f) of the Code and in accordance with Treas. Reg. Section 1.170A-13 and guidance of the Internal Revenue Service, and in accord with any final determination thereof. The Proportionate Share thus determined shall thereafter remain constant.

In the event a material and potentially unforeseeable change in the conditions surrounding the Property makes impossible its continued use for the purpose contemplated hereby, resulting in an extinguishment of this Conservation Easement by a judicial proceeding, Grantor shall pay to Grantee an amount equal to fifty percent (50%) of the Proportionate Share of the fair market value of the Property at such time. In the event of a sale by Grantor to an unrelated person subsequent to such extinguishment, or a transfer made on account of the exercise of the power of eminent domain, the sale price or condemnation award shall establish fair market value. Absent such a sale, the Property's fair market value shall be established by a qualified appraisal.

If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, so as to abrogate the restrictions imposed by this Conservation Easement or otherwise effectively to frustrate the purpose hereof, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Conservation Easement in connection with such taking shall be paid out of the recovered proceeds. Grantee shall be entitled to fifty percent (50%) of the Proportionate Share of the remaining recovered proceeds.

Grantee shall use any funds actually recovered by it under this Section 7.07 in a manner consistent with the purpose of this Conservation Easement. The respective rights of Grantor and Grantee set forth in this Section 7.07 shall be in addition to, and not in limitation of, any rights they may have by law with respect to a modification or termination of this Conservation Easement by reason of changed conditions or the exercise of powers of eminent domain as aforesaid.

## ARTICLE EIGHT

### MISCELLANEOUS

#### 8.01 Entire Understanding

This Conservation Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its subject matter shall be merged into this Conservation Easement and superseded by it.

### 8.02 Amendment

This Conservation Easement can be terminated or modified in accordance with the Conservation Law and this Section. Grantee and Grantor shall mutually have the right to agree to amendments to this Conservation Easement that are not inconsistent with the Conservation Purpose and Conservation Values; provided, however, that: (i) Grantee's agreement shall be at its sole and absolute discretion; (ii) Grantee shall have no right or power to agree to any amendments hereto that would result in the Conservation Easement failing to qualify as a valid Conservation Easement under the Conservation Law, as the same may be hereafter amended, any regulation issued pursuant thereto; and (iii) any such amendment must comply with Grantee's Conservation Easement Amendment Policy in effect at the time of the amendment request.

### 8.03 Severability

Any provision of this Conservation Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be invalidated. Instead, that provision shall be reduced or limited to whatever extent the court determines will make it enforceable and effective. Any other provision of this Conservation Easement that is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.

### 8.04 Notice

All notices required by this Conservation Easement must be written. Notices shall be delivered by hand, registered mail or by certified mail, return receipt requested, with sufficient prepaid postage affixed and with return receipt requested or by an overnight service such as Federal Express. Mailed notice to Grantor shall be addressed to the Town Clerk, with a copy to the Town Supervisor, at the then current address for such purpose of such Town Officials. Mailed notice to Grantee shall be addressed to the principal office, recited herein, marked for the attention of the Executive Director. Notice shall be deemed given and received as of the date of its actual delivery.

### 8.05 Governing Law

The Property remains subject to all applicable local, state and federal laws and regulations, including those of the Town and Village of New Paltz. This Conservation Easement shall be governed by and construed in accordance with the laws of the State of New York.

#### 8.06 Interpretation

Regardless of any contrary rule of construction, no provision of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. No alleged ambiguity in this Conservation Easement shall be construed against the party whose attorney drafted it. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purpose of this Conservation Easement. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and this Conservation Easement shall be interpreted broadly to effect the purpose of this Conservation Easement as intended by the parties. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor restricted and limited their rights to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purpose.

#### 8.07 Warranties

The warranties and representations made by the parties in this Conservation Easement shall survive its execution.

#### 8.08 Recording

Grantee shall record this Conservation Easement in the land records of the Office of the Clerk of the County of Ulster, State of New York.

#### 8.09 Headings

The headings, titles, and subtitles herein have been inserted solely for convenient reference, and shall be ignored in its construction.

#### 8.10 Further Acts

Each party shall perform such further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to: (i) carry out the provisions of this Conservation Easement; and (ii) qualify this Conservation Easement under the Conservation Law.

8.11 Perpetuation of Conservation Easement

This Conservation Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous or subsequent deed, grant of assignment of an interest or estate of the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Conservation Easement shall not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by the Grantee.

IN WITNESS WHEREOF, Grantor have executed and delivered this Deed of Conservation Easement as of the Effective Date.

TOWN OF NEW PALTZ, Grantor

By: Neil Bettez Supervisor

Neil Bettez, Supervisor

DATE: 5-JAN-17

Acknowledged and Accepted:

WALLKILL VALLEY LAND TRUST, INC., Grantee

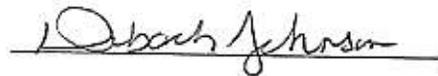
By: 

Christine DeBoer, Executive Director

DATE: Jan. 5, 2017

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ULSTER )

On the 5<sup>th</sup> day of January, 2017, before me, the undersigned, a notary public in and for said State, personally appeared CHRISTINE DEBOER, EXECUTIVE DIRECTOR OF THE WALLKILL VALLEY LAND TRUST, INC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

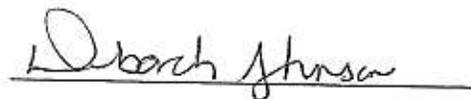


Notary Public

DEBORAH JOHNSON  
Notary Public, State of New York  
No. 01JO6094236  
Qualified in Columbia County  
Commission Expires June 16, 2019

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF ULSTER )

On the 5<sup>th</sup> day of January, 2017, before me, the undersigned, a notary public in and for said State, personally appeared NEIL BETTEZ, TOWN OF NEW PALTZ SUPERVISOR, 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  
DEBORAH JOHNSON  
Notary Public, State of New York  
No. 01JO6094236  
Qualified in Columbia County  
Commission Expires June 16, 2019

EXHIBITS –

Exhibit A:

Parcel A: SBL 86.2-1-6.100

Parcel B: SBL 86.8-6-6

Exhibit B:

Survey Map 1(Parcel A) and Map 2 (Parcel B)

Exhibit C:

Mill Brook Preserve Recreation Plan Outline

Exhibit D.1 and D.2:

- Core Biodiversity Area (Map 1 and Map 2)
- Building Envelope
- Parking Area
- Drinking Water Well Area
- Connector Road

Exhibit E:

- Core Biodiversity Area
- Building Envelope
- Parking Area
- Drinking Water Well Area
- Connector Road

Exhibit F:

Lent Deed (Parcel B)

Exhibit G:

Permitted New /Existing Utility Improvements Pursuant to Deed Recorded Prior to the Effective Date

**RECORD AND RETURN TO:**

Wallkill Valley Land Trust, Inc.  
PO Box 208  
New Paltz, NY 12561

Mill Brook Preserve- Town  
Exhibit A

1) Parcel A: SBL 86.2-1-6.1

All that said piece or parcel situated and located in the Village of New Paltz, Town of New Paltz, County of Ulster, State of New York being more particularly bounded and described as follows:

BEGINNING at a rebar found on the southerly line of lands now or formerly Orcutt, Lot #4 on a map filed with the Ulster County Clerk's Office as map number 3068 on December 20, 1975, said point being the northeast corner of the lot herein to be described; thence, South  $14^{\circ}, 40', 02''$  West, for a distance of 1,698.62 feet (actual) 1,710.13 (deed) along the west side of lands now or formerly Shawangunk Reserve, Inc. to an iron rod set;  
thence, North  $63^{\circ}, 36', 52''$  West, for a distance of 2,176.34 feet generally along the north side of a barb wire fence remains and along the north side of lands now or formerly Shawangunk Reserve, Inc. and through a rebar and cap found 1.2 feet South to an iron rod set;  
thence, North  $13^{\circ}, 19', 52''$  East, for a distance of 222.00 feet along the east side of lands now or formerly JEM Realty Group to a point located 3.5 feet West of an iron pin found;  
thence, North  $62^{\circ}, 08', 08''$  West, for a distance of 200.00 feet along the north side of lands now or formerly JEM Realty Group to an iron rod set;  
thence, North  $14^{\circ}, 53', 35''$  East, for a distance of 51.45 feet along the east side of Sunset Ridge Road to an iron rod set;  
thence, South  $62^{\circ}, 52', 14''$  East, for a distance of 850.10 feet along the south side of lands now or formerly New Paltz Central School to a rebar found;  
thence, North  $14^{\circ}, 46', 02''$  East, for a distance of 1,019.85 feet along the east side of lands now or formerly New Paltz Central School to a point;  
thence, North  $14^{\circ}, 17', 31''$  East, for a distance of 430.13 feet (actual), 433.96 feet (deed) to an iron rod set;  
thence, South  $62^{\circ}, 58', 34''$  East, for a distance of 1,537.25 feet (actual), South  $63^{\circ}, 15', 23''$  East, for a distance of 1,535.65 (deed) generally along a barb wire fence remains and along the south side of Lots 46, 48, and 50 on a map filed with the Ulster County Clerk's Office as map number 2370 on November 25, 1966 and Lots 1, 2, 3, and 4 on a map filed with the Ulster County Clerk's Office as map number 3068 on December 20, 1975, to a point, said point being the point or place of beginning.

2) Parcel B: SBL 86.8-6-6

All that parcel of land designated as Lot 6 as shown a map entitled "Subdivision prepared for David Lent", situated in the Town of New Paltz, County of Ulster and State of New York bounded and described as follows:

Beginning at the northeasterly corner of the herein described Lot 6 and the northwesterly corner of Lot 19 and on the northerly line of lands now or formerly of Lent et. al. and on the southerly line of the land now or formerly of Shawangunk Reserve, Inc., thence along the northerly and westerly and southerly line of the lands of Lent et. al. the next eleven (11) courses and distances and the southerly and easterly lines of the lands of Shawangunk Reserve, Inc., the next nine (9) courses and distances;

- (1) North  $58^{\circ}, 53', 31''$  West 84.79 feet to a point, thence;
- (2) North  $66^{\circ}, 57', 47''$  West 134.90 feet to a point, thence;
- (3) North  $60^{\circ}, 27', 29''$  West 71.53 feet to a point, thence;
- (4) North  $67^{\circ}, 02', 33''$  West 105.48 feet to a point, thence;
- (5) North  $63^{\circ}, 27', 29''$  West 559.72 feet to a point, thence;
- (6) North  $63^{\circ}, 27', 29''$  West 19.97 feet to the northwesterly corner of said lands of Lent et. al. and Lot 6,

Mill Brook Preserve- Town  
Exhibit A

thence along the westerly line of said lands of Lent et. al. and Lot 6 and the easterly of said lands of Shawangunk Reserve, Inc. the next three (3) courses and distances:

(7) South 26°, 32', 48" West 281.19 feet to a point, thence;

(8) South 23°, 16', 08" West 111.18 feet to a point, thence;

(9) South 26°, 36', 17" West 111.25 feet to a point, thence along the southerly line of said lands of Lent et. al. and the northerly line of the lands now or formerly of Enlund the next two courses and distances and along the southerly line of said Lot 6 the next two (2) courses and distances;

(10) South 63°, 46', 24" East 133.06 feet to a point, thence;

(11) South 65°, 27', 38" East 96.57 feet to a point, thence along the westerly, northerly and easterly lines of Lot 3 the next three (3) courses and distance;

(12) North 23°, 44', 12" East 272.26 feet to a point, thence;

(13) South 65°, 02', 43" East 335.11 feet to a point, thence;

(14) South 20°, 26', 16" West 91.21 feet to a point, thence along the northerly line of said Lot 3 and along the northerly line in part of 20 feet wide right of way leading to Old Mill Road along the easterly line of said Lot 3;

(15) South 69°, 33', 44" East 26.14 feet to the northwesterly corner of Lot 5, thence along the northerly line of said Lot 5 the next two (2) courses and distances:

(16) South 69°, 33', 44" East 23.86 feet to a point, thence;

(17) South 64°, 54', 03" East 365.94 feet to a point on the westerly line of Lot 17, thence along the westerly line of said Lot 17;

(18) North 25°, 10', 36" East 43.84 feet to the southwest corner of the aforesaid Lot 19, thence along the westerly line of said Lot 19;

(19) North 25°, 10', 36" East 254.88 feet to the point of beginning.

CONTAINING AN AREA OF 7.2434 ACRES, more or less. Bearings conform to Grid North of the New York State (East Zone) NAD 1927 plane Coordinate System.

TOGETHER with a 20 feet wide right of way leading northerly from the northwesterly terminus of Old Mill Road, said right of way runs through the easterly portion of Lot 3 as shown on "Subdivision Prepared for David Lent" filed in the Ulster County Clerk's Office as file map 05-288 on April 1, 2005 the easterly line of said 20 feet wide right of way is bounded and described as follows:

Beginning at the southeasterly corner of Lot 3 on the northerly line of Old Mill Road and the southwest corner of Lot 5, thence leaving Old Mill Road and running along the easterly line of said Lot 3 and the westerly line of said Lot 5;

(1) North 25°, 06', 18" East 365.03 feet to the southerly line of the above described Lot 6.

INTENDED to be Lots 6, as shown on a map entitled "Subdivision Prepared for David Lent" filed in the Ulster County Clerks Office as filed map no.05-288 on April 1, 2005.

Together with the benefits of the Right-of-Way & Maintenance Agreement in Instrument No. 2005-16046.



**LOCATION MAP**  
SCALE 1" = 2000"  
Subdivision Prepared For  
**David Lent**  
Suits in the Town of New York  
County of Ulster and State of New York

GRAPHIC SCALE

1" = 100 FT  
1" = 100 M

**TABLE OF LOT, YARD AND HEIGHT REQUIREMENTS**

LOT AREA	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MAX. HEIGHT
1/4 Acre or more	25'	5'	10'	35'
1/2 Acre	20'	5'	10'	35'
3/4 Acre	15'	5'	10'	35'
1 Acre	10'	5'	10'	35'
1/2 Acre or less	10'	5'	10'	35'

**TABLE OF LOT, YARD AND HEIGHT REQUIREMENTS**

LOT AREA	MIN. FRONT YARD	MIN. SIDE YARD	MIN. REAR YARD	MAX. HEIGHT
1/4 Acre or more	25'	5'	10'	35'
1/2 Acre	20'	5'	10'	35'
3/4 Acre	15'	5'	10'	35'
1 Acre	10'	5'	10'	35'
1/2 Acre or less	10'	5'	10'	35'

**PLANNING BOARD NOTES**

1. The applicant has provided a site plan showing the proposed subdivision and the location of the proposed roads. The site plan also shows the location of the proposed roads and the location of the proposed roads.

2. The applicant has provided a site plan showing the proposed subdivision and the location of the proposed roads. The site plan also shows the location of the proposed roads and the location of the proposed roads.

**COMMISSIONER'S NOTES**

1. The applicant has provided a site plan showing the proposed subdivision and the location of the proposed roads. The site plan also shows the location of the proposed roads and the location of the proposed roads.

2. The applicant has provided a site plan showing the proposed subdivision and the location of the proposed roads. The site plan also shows the location of the proposed roads and the location of the proposed roads.

**NOTICE TO THE PUBLIC**

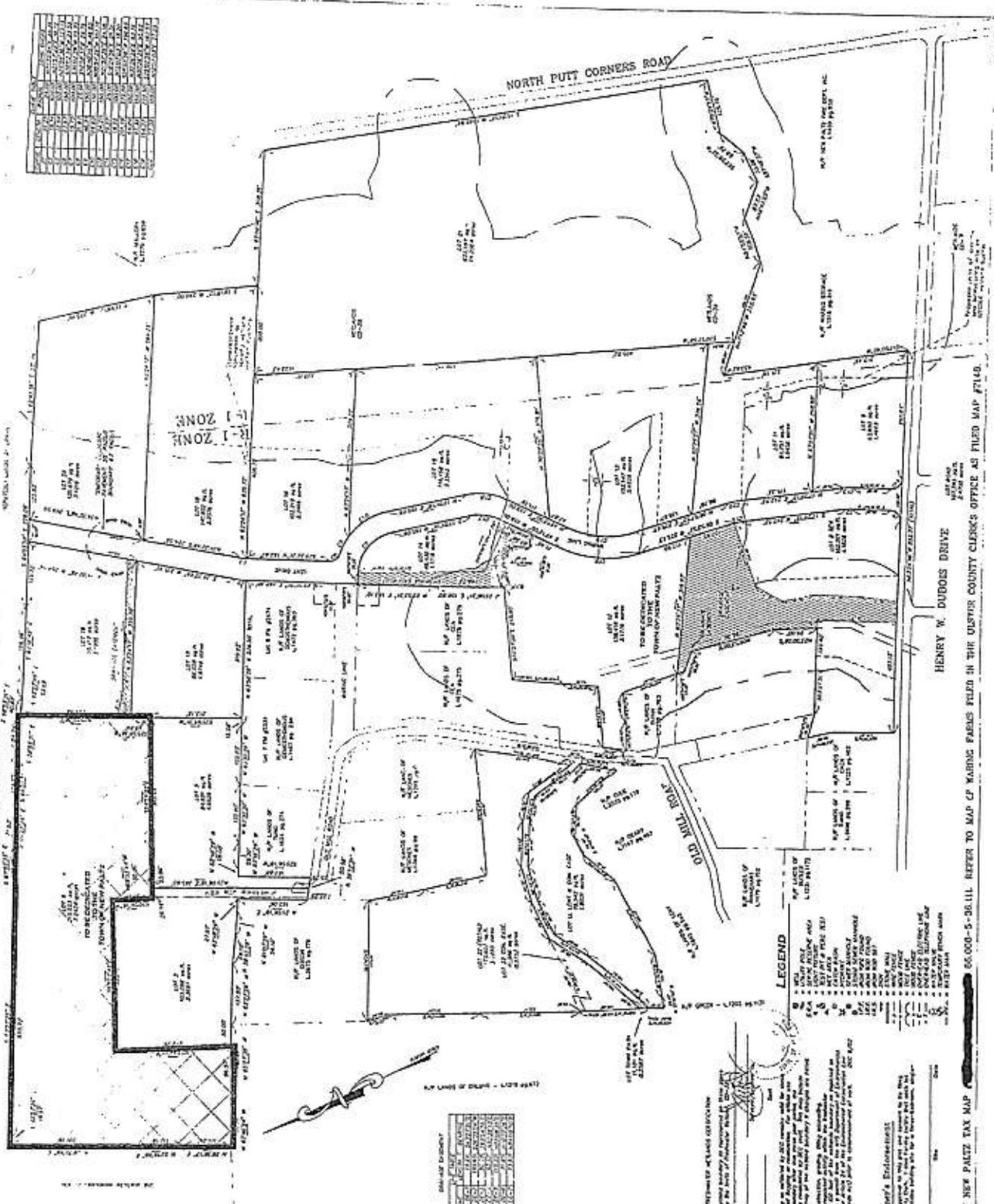
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**NOTICE TO THE PUBLIC**

1. The applicant has provided a site plan showing the proposed subdivision and the location of the proposed roads. The site plan also shows the location of the proposed roads and the location of the proposed roads.

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- LEGEND**
- 1. LOT
  - 2. ROAD
  - 3. RAILROAD
  - 4. WATER
  - 5. POWER LINE
  - 6. TELEPHONE LINE
  - 7. GAS LINE
  - 8. SEWER LINE
  - 9. FENCE
  - 10. EASEMENT
  - 11. EASEMENT
  - 12. EASEMENT
  - 13. EASEMENT
  - 14. EASEMENT
  - 15. EASEMENT
  - 16. EASEMENT
  - 17. EASEMENT
  - 18. EASEMENT
  - 19. EASEMENT
  - 20. EASEMENT

REFER TO TOWN OF NEW PALATZ TAX MAP 65-000-5-26.111 REFER TO MAP OF MARINE FARMS FILED IN THE ULSTER COUNTY CLERK'S OFFICE AS FILED MAP #7149.



DAVID LENT  
SURVEYOR GENERAL  
12345  
1000 Main Street  
New York, NY 10001  
(212) 555-1234

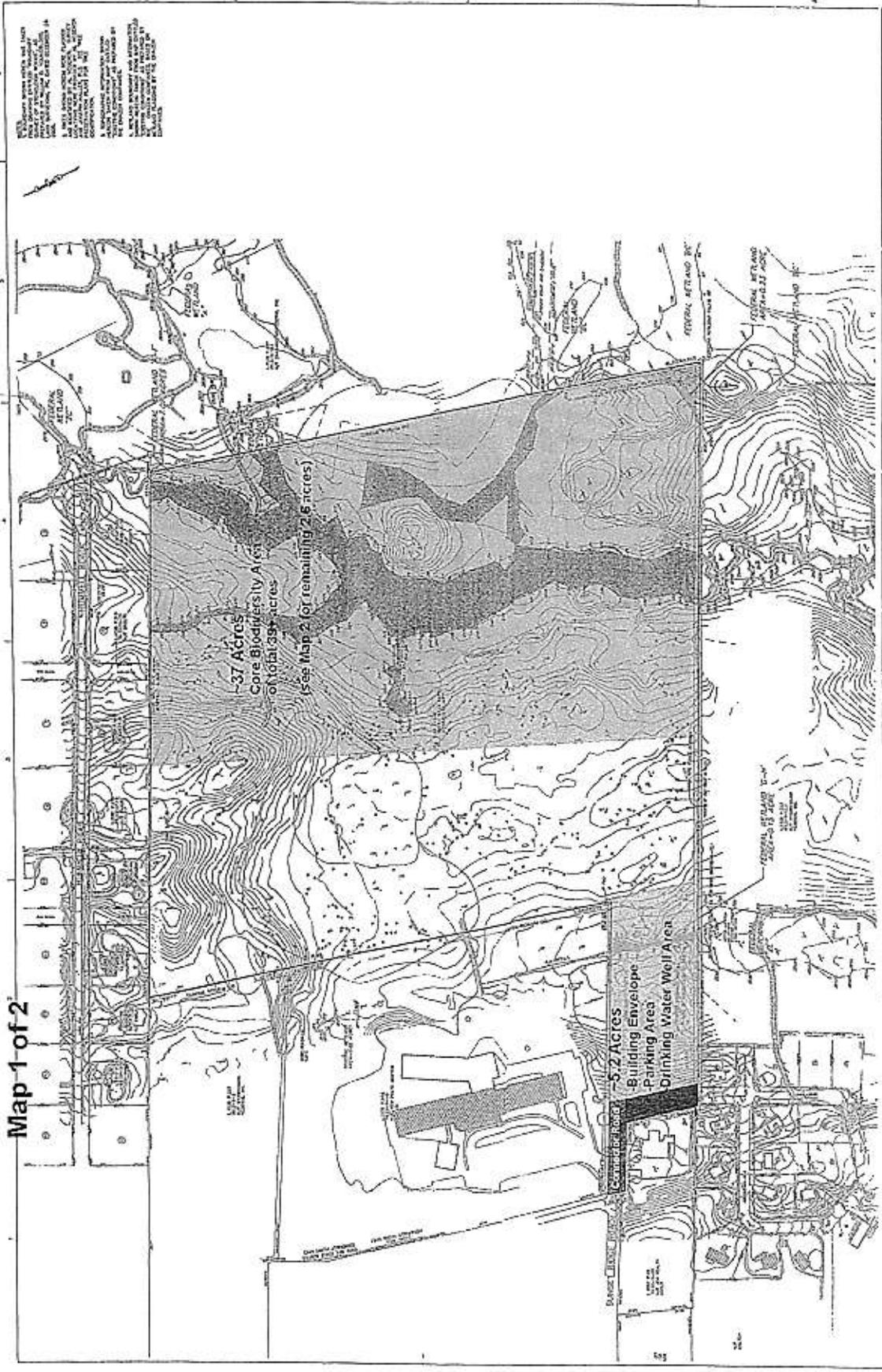
Mill Brook Preserve Recreation Plan  
OUTLINE

Purpose: The Mill Brook Preserve Recreation Plan is to be consistent with the Conservation Purpose and Conservation Values as defined the Mill Brook Preserve, Town and ~~Village~~, CD Conservation Easements (filed CD executed Jan. 5, 2017) 13

1. Development, description and location of Buildings permitted in Section 5.04 in the Conservation Easement:
  - a. Building Envelope
  - b. Nature Center (and rest room if not physically located in Nature Center)
  - c. Research Facility
2. Development, descriptions and location of Parking Area permitted in Section 5.04 the Conservation Easement:
  - a. Building Envelope
  - b. Parking Area
  - c. Roads to access the Parking Area
3. Development, description and locations of the Passive Recreation Trails, as permitted in the Conservation Easement, including the trail improvements, such as:
  - a. Access Points, Kiosks locations
  - b. Trail locations, trail use intent
  - c. Trail signage/ interpretive signage
  - d. Bridges, boardwalks, viewing platforms....
4. Vegetation Management as permitted by the Conservation Easement
  - a. Removal of Invasives
  - b. Control of poisonous plants along trails/ public areas
  - c. Plantings
5. Signage as permitted by the Conservation Easement
  - a. Kiosk Information (general concept, maintenance plan)
  - b. Signage:
    - i. Locations, types
6. All other permitted improvements, e.g, utilities, lighting.

**Town Exhibit D.1**  
Parcel A

**Map 1 of 2**



THIS DRAWING SHOWS THE PROPOSED DEVELOPMENT OF THE PARCEL AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE COVERAGE. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND DOCUMENTS. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND DOCUMENTS.

**EXISTING CONDITIONS**

DATE	10/1/2003
BY	HR
SCALE	1" = 100'
PROJECT	Parcel A
DATE	10/1/2003
BY	HR

Blue and Gold Development  
Stonleigh Woods ES  
New Paltz  
Village of New Paltz, Ulster County, New York

HR  
Hatch, Rosenfeld & Associates, Inc.  
100 West Street, Suite 200  
New Paltz, NY 12561  
Tel: 845.255.1100  
Fax: 845.255.1101  
www.hrinc.com

NO. OF SHEETS	2
SHEET NO.	1
TITLE	Parcel A
DATE	10/1/2003
BY	HR
SCALE	1" = 100'
PROJECT	Parcel A
DATE	10/1/2003
BY	HR





1) Core Biodiversity Area (two location descriptions)-

BEING A PORTION of the property described in Exhibit A, Parcel A;

BEGINNING at a rebar found on the southerly line of lands now or formerly Orcutt, Lot #4 on a map filed with the Ulster County Clerk's Office as Map Number 3068 on December 20, 1975, said point being the northeast corner of the lot herein to be described;

Thence, South  $14^{\circ}, 40', 02''$  West, for a distance of 1,698.62 feet (actual) 1,710.13 feet (deed) along the west side of lands now, or formerly Shawangunk Reserve, Inc. to an iron rod set; thence,

North  $63^{\circ}, 36', 52''$  West, for a distance of 1089 feet generally along the north side of a barb wire fence remains and along the north side of lands now or formerly Shawangunk Reserve, Inc. to a point; thence,

East for a distance of 1,675 feet generally through the Property, to a point at the boundary of the Property marked with a rebar flush with the ground with a wire flag about it, at the corner between adjacent tax parcels SBL 78.20-3-74 and SBL 78.20-3-75 which is documented in the Baseline Documentation Report as "Location 48" on Parcel A at  $N41^{\circ}, 45', 38.3''$ ,  $W74^{\circ}, 04', 11.8''$ ; thence,

South  $62^{\circ}, 58', 34''$  East, for a distance of 830 feet (actual), South  $63^{\circ}, 15', 23''$  East, for a distance of 830 feet (deed) generally along a barb wire fence remains and Lots 1, 2, 3, and 4 on a map filed with the Ulster County Clerk's Office as Map Number 3068 on December 20, 1975, to a point, said point being the point or place of beginning.

**CONSISTING OF APPROXIMATELY 37 ACRES;**

**IN ADDITION;**

BEING A PORTION of the property described in Exhibit A, Parcel B;

That parcel of land designated as Lot 6 as shown a map entitled "Subdivision prepared for David Lent", situated in the Village and Town of New Paltz, County of Ulster and State of New York bounded and described as follows:

BEGINNING at the northwesterly corner of said lands of Lent et. al. Lot 6; and on the northerly line of lands now or formerly Lent. et. al. and on the southerly line of the lands now or formerly Shawangunk Reserve, Inc., thence the following courses and distances;

- 1) South  $63^{\circ}, 27', 29''$  East 19.97 feet to a point; thence
- 2) South  $63^{\circ}, 27', 29''$  East 209.66 feet to a point; thence

South for a distance of 230.75 feet to a point; thence, North  $23^{\circ}, 44', 12''$  East 272.26 feet to a

Mill Brook Preserve- Town  
Exhibit E

point, thence; North 65°, 27', 38" West 96.57 feet to a point; thence, North 63°, 46', 24" West 133.06 feet to a point; thence, North 26°, 36', 17" East 111.25 feet to a point; thence, North 23°, 16', 08" East 111.18 feet to a point, thence; North 26°, 32', 48" East 281.19 feet to the point of beginning.

**CONTAINING AN AREA OF 2.6 ACRES, more or less.**

**TOTAL COMBINED ACRES FOR THE CORE BIODIVERSITY AREA IS 39.6 ACRES, MORE OR LESS.**

**Building Envelope Area-**

BEING A PORTION of the property described in Exhibit A, Parcel A, SBL 86.2-1-6.1;

All that said piece or parcel situated and located in the Town of New Paltz, County of Ulster, State of New York being more particularly bounded and described as follows:

BEGINING at found rebar at the corner point of South 62°, 52', 14" East on the south side of lands now or formerly New Paltz Central School and North 14°, 46', 02" East on the east side of lands now or formerly New Paltz Central School; thence,

North 14°, 46', 02" West 260 feet generally to a point on the property boundary, marked by remains of a barb wire fence and along the north side of lands now or formerly Shawangunk Reserve, Inc., thence;

North 63°, 36', 52" West, 650 feet generally and through a rebar and cap found 1.2 feet south to an iron rod set; thence,

North 13°, 19', 52" East, for a distance of 222 feet along the east side of lands now or formerly JEM Realty Group to a point located 3.5 feet West of an iron pin found; thence,

North 62°, 08', 08" West, for a distance of 200 feet along the north side of lands now or formerly JEM Realty Group to an iron rod set; thence,

North 14°, 53', 35" East, for a distance of 51.45 feet along the east side of Sunset Ridge Road to an iron rod set; thence,

South 62°, 52', 14" east, for a distance of 850.10 feet along the south side of lands now or formerly New Paltz Central School to the point of beginning;

**CONSISTING OF approximately 5.2 acres.**

Mill Brook Preserve- Town  
Exhibit E

**Parking Area-**

BEING A PORTION of the property described in Exhibit A, Parcel A, SBL 86.2-1-6.1;

All that said piece or parcel situated and located in the Town of New Paltz, County of Ulster, State of New York being more particularly bounded and described as follows:

BEGINING at found rebar at the corner point of South  $62^{\circ}, 52', 14''$  East on the south side of lands now or formerly New Paltz Central School and North  $14^{\circ}, 46', 02''$  East on the east side of lands now or formerly New Paltz Central School; thence,

North  $14^{\circ}, 46', 02''$  West 260 feet generally to a point on the property boundary, marked by remains of a barb wire fence and along the north side of lands now or formerly Shawangunk Reserve, Inc., thence;

North  $63^{\circ}, 36', 52''$  West, 650 feet generally and through a rebar and cap found 1.2 feet south to an iron rod set; thence,

North  $13^{\circ}, 19', 52''$  East, for a distance of 222 feet along the east side of lands now or formerly JEM Realty Group to a point located 3.5 feet West of an iron pin found; thence,

North  $62^{\circ}, 08', 08''$  West, for a distance of 200 feet along the north side of lands now or formerly JEM Realty Group to an iron rod set; thence,

North  $14^{\circ}, 53', 35''$  East, for a distance of 51.45 feet along the east side of Sunset Ridge Road to an iron rod set; thence,

South  $62^{\circ}, 52', 14''$  east, for a distance of 850.10 feet along the south side of lands now or formerly New Paltz Central School to the point of beginning;

**CONSISTING OF approximately 5.2 acres.**

**Drinking Water Well Area-**

BEING A PORTION of the property described in Exhibit A, Parcel A, SBL 86.2-1-6.1;

All that said piece or parcel situated and located in the Town of New Paltz, County of Ulster, State of New York being more particularly bounded and described as follows:

BEGINING at found rebar at the corner point of South  $62^{\circ}, 52', 14''$  East on the south side of lands now or formerly New Paltz Central School and North  $14^{\circ}, 46', 02''$  East on the east side of lands now or formerly New Paltz Central School; thence,

North  $14^{\circ}, 46', 02''$  West 260 feet generally to a point on the property boundary, marked by remains of a barb wire fence and along the north side of lands now or formerly Shawangunk Reserve, Inc., thence;

Mill Brook Preserve- Town  
Exhibit E

North 63°, 36', 52" West, 650 feet generally and through a rebar and cap found 1.2 feet south to an iron rod set; thence,

North 13°, 19', 52" East, for a distance of 222 feet along the east side of lands now or formerly JEM Realty Group to a point located 3.5 feet West of an iron pin found; thence,

North 62°, 08', 08" West, for a distance of 200 feet along the north side of lands now or formerly JEM Realty Group to an iron rod set; thence,

North 14°, 53', 35" East, for a distance of 51.45 feet along the east side of Sunset Ridge Road to an iron rod set; thence,

South 62°, 52', 14" east, for a distance of 850.10 feet along the south side of lands now or formerly New Paltz Central School to the point of beginning;

**CONSISTING OF approximately 5.2 acres.**

**Connector Road-**

BEING A PORTION of the property described in Exhibit A, SBL 86.2-1-6.1;

All that said piece or parcel situated and located in the Town of New Paltz, County of Ulster, State of New York being more particularly bounded and described as follows:

BEGINNING a iron rod set; thence, North 13°, 19', 52" East, for a distance of 222 feet along the east side of lands now or formerly JEM Realty Group to a point located 3.5 feet West of an iron pin found; thence,

North 62°, 08', 08" West, for a distance of 200 feet along the north side of lands now or formerly JEM Realty Group to an iron rod set; thence,

North 14°, 53', 35" East, for a distance of 51.45 feet along the east side of Sunset Ridge Road to an iron rod set; thence,

South 62°, 52', 14" east, for a distance of 260 feet along the south side of lands now or formerly New Paltz Central School to a point; thence,

East for a distance of 273.45 feet to the boundary of the property; thence,

North 63°, 36', 52" West 60 feet to the point of beginning.

**CONSISTING OF approximately 0.61+ acres.**

MILL BROOK-TOWN  
EXHIBIT F



60 2005 00016043

Ulster County  
Albert Spada  
County Clerk  
Kingston, NY 12401

Instrument Number: 2005-00016043

Recorded On: June 17, 2005

As  
D01 - Deed

Parties: LENT DAVID S

To  
NEW PALTZ TOWN

Recorded By: DISTASI MORIELLO&MURPHY ESQS

Comment: NEW PALTZ TOWN

Billable Pages: 5

Num Of Pages: 5

**\*\* Examined and Charged as Follows: \*\***

D01 - Deed	40.00	RP5217 - 165	165.00	Tax Affidavit TP 584	5.00
Recording Charge:	210.00				
Tax-Transfer	0.00	Consideration Amount	RS#/CS#	Basic	0.00
		0.00	6644	Additional	0.00
Tax Charge:	0.00			Special Additional Transfer	0.00

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

**File Information:**

Document Number: 2005-00016043

Receipt Number: 298711

Recorded Date/Time: June 17, 2005 10:43A

Book-Vol/Pg: Bk-D VI-4095 Pg-234

Cashier / Station: smar / Cashier Workstation 6

**Record and Return To:**

DISTASI MORIELLO&MURPHY ESQS

PO BOX 915

HIGHLAND NY 12528



*Albert Spada*

ALBERT SPADA, ULSTER COUNTY CLERK

5  
TU  
3889

Bargain & sale deed, with covenant against grantor's acts (Individual or Corporation)

THIS INDENTURE, made the 17<sup>th</sup> day of November, Two Thousand Four

BETWEEN DAVID S. LENT, residing at 9 Old Mill Road, New Paltz, New York 12561; ELIZABETH L. COHEN residing at 323 Kelsey Park Circle, North Palm Beach, Florida 33410 and RICHARD W. LENT, residing at 3303 Devonshire Way, North Palm Beach, Florida 33419, party of the first part, and

TOWN OF NEW PALTZ, with an address at P.O. Box 550, New Paltz, New York 12561, party of the second part,

WITNESSETH, That the party of the first part, in consideration of ten dollars lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York, being more particularly described as follows: follows: Lot #6 of the Sub-division Plot Plan prepared by Hagopian Engineering Titled Proposed Property for Lent Sub-division and as defined per attached Schedule "A".

SEE SCHEDULE "A" ATTACHED HERETO  
AND MADE A PART HEREOF

BEING the same premises conveyed in a deed dated June 15, 1992 from Elizabeth W. Lent to Richard W. Lent and Babette Lent, Elizabeth Lent Cohen and Martin J. Cohen and David S. Lent and Susanna D. Lent and recorded in the Ulster County Clerk's Office in Liber 2181 of Deeds at page 204; and deed dated September 11, 1992 from Babette B. Lent to Richard W. Lent and recorded in the Ulster County Clerk's office in Liber 2203 at Page 271.

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

The following covenants and restrictions shall run with the land:

1. Motorized vehicles of any type are prohibited on the property except town vehicles for purposes of maintenance or Town-contracted maintenance vehicles, and emergency vehicles for police, rescue or fire activity.
2. There shall be no buildings on the premises.
3. No camping or overnight stays shall be permitted.
4. The premises shall only be used for park purposes such as walking, biking or cross-country skiing.
5. The premises cannot be sold, given or otherwise transferred or disposed of except to the County, State or a Federally chartered conservation corporation subject to each of the enumerated covenants and restrictions set forth herein.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

CHECKED                       
 ENTERED                       
 MARK/OFF

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

David S. Lent  
DAVID S. LENT  
David S. Lent as POA for Elizabeth L. Cohen  
ELIZABETH L. COHEN by David S. Lent  
David S. Lent as POA for Richard W. Lent  
RICHARD W. LENT by David S. Lent

STATE OF NEW YORK: COUNTY OF ULSTER).SS:

On the 17th day of November, in the year 2004 before me, the undersigned, personally appeared DAVID S. LENT, 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.

Gale L. Foster  
GALE L. FOSTER  
Notary Public, State of New York  
Qualified in & for Ulster County  
Commission Expires July 31, 2005

STATE OF NEW YORK: COUNTY OF ULSTER).SS:

On the 17th day of November, in the year 2004 before me, the undersigned, personally appeared ELIZABETH L. COHEN, 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.

Gale L. Foster  
GALE L. FOSTER  
Notary Public, State of New York  
Qualified in & for Ulster County  
Commission Expires July 31, 2005

STATE OF NEW YORK: COUNTY OF ULSTER).SS:

On the 17th day of November, in the year 2004 before me, the undersigned, personally appeared RICHARD W. LENT, 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.

Gale L. Foster  
GALE L. FOSTER  
Notary Public, State of New York  
Qualified in & for Ulster County  
Commission Expires July 31, 2005

RECORD & RETURN TO:

✓ DISTASI MORIELLO AND MURPHY, PC  
P. O. BOX 915  
HIGHLAND, NY 12528

## Schedule A

Survey Description prepared for: David Lent

Refer to file folder No. 3182

Date November 1, 2004

Prepared by: John H. Dippel, Licensed Land Surveyor

### Survey Description

Lot 6 (To be Dedicated to the Town of New Paltz)

All that parcel of land designated as Lot 6 as shown a map entitled "Subdivision prepared for David Lent", situate in the town of New Paltz, County of Ulster and state of New York bounded and described as follows:

Beginning at the northeasterly corner of the herein described Lot 6 and the northwesterly corner of Lot 19 and on the northerly line of lands now or formerly of Lent et. al. and on the southerly line of the lands now or formerly of Shawangunk Reserve, Inc., thence along the northerly and westerly and southerly line of the lands of Lent et. al. the next eleven (11) courses and distances and the southerly and easterly lines of the lands of Shawangunk Reserve, Inc., the next nine (9) courses and distances;

- (1) North 58°53'31" West 84.79 feet to a point, thence;
- (2) North 66°57'47" West 134.90 feet to a point, thence;
- (3) North 60°27'29" West 71.53 feet to a point, thence;
- (4) North 67°02'33" West 105.48 feet to a point, thence;
- (5) North 63°27'29" West 559.72 feet to a point, thence;
- (6) North 63°27'29" West 19.97 feet to the northwesterly corner of said lands of Lent et. al. and Lot 6, thence along the westerly line of said lands of Lent et. al. and Lot 6 and the easterly of said lands of Shawangunk Reserve, Inc. the next three (3) courses and distances:
- (7) South 26°32'48" West 281.19 feet to a point, thence;
- (8) South 23°16'08" West 111.18 feet to a point, thence;
- (9) South 26°36'17" West 111.25 feet to a point, thence along the southerly line of said lands of Lent et. al. and the northerly line of the lands now or formerly of Enlund the next two courses and distances and along the southerly line of said Lot 6 the next two (2) courses and distances;
- (10) South 63°46'24" East 133.06 feet to a point, thence;
- (11) South 65°27'38" East 96.57 feet to a point, thence along the westerly, northerly and easterly lines of Lot 3 the next three (3) courses and distance;
- (12) North 23°44'12" East 272.26 feet to a point, thence;
- (13) South 65°02'43" East 335.11 feet to a point, thence;
- (14) South 20°26'16" West 91.21 feet to a point, thence along the northerly line of said Lot 3 and along the northerly line in part of 20 feet wide right of way leading to Old Mill Road along the easterly line of said Lot 3;
- (15) South 69°33'44" East 26.14 feet to the northwesterly corner of Lot 5, thence along the northerly line of said Lot 5 the next two (2) courses and distances:
- (16) South 69°33'44" East 23.86 feet to a point, thence;
- (17) South 64°54'03" East 365.94 feet to a point on the westerly line of Lot 17, thence along the westerly line of said Lot 17;

Survey Description prepared for: David Lent

Refer to file folder No. 3182

Date November 1, 2004

Prepared by: John H. Dippel, Licensed Land Surveyor

- (18) North 25°10'36" East 43.84 feet to the southwesterly corner of the aforesaid Lot 19, thence along the westerly line of said Lot 19;
- (19) North 25°10'36" East 254.88 feet to the point of beginning.

CONTAINING AN AREA OF 7.2434 ACRES, more or less. Bearings conform to Grid North of the New York State (East Zone) NAD 1927 plane Coordinate System.

TOGETHER with a 20 feet wide right of way leading northerly from the northwesterly terminus of Old Mill Road, said right of way runs through the easterly portion of Lot 3 as shown on "Subdivision Prepared for David Lent" filed in the Ulster County Clerk's Office as file map #05-287 A-I on APRIL 1, 2005 the easterly line of said 20 feet wide right of way is bounded and described as follows:

Beginning at the southeasterly corner of Lot 3 on the northerly line of Old Mill Road and the southwesterly corner of Lot 5, thence leaving Old Mill Road and running along the easterly line of said Lot 3 and the westerly line of said Lot 5;

- (1) North 25°06'18" East 365.03 feet to the southerly line of the above described Lot 6.

INTENDED to be Lots 6, as shown on a map entitled "Subdivision Prepared for David Lent" filed in the Ulster County Clerks Office as filed map No. 05-287 A-I on APRIL 1, 2005.

SURVEY as per deed, monumentation found and physical evidence. Refer to Liber 2181 of Deeds at Page 204 and Liber 2203 of Deeds at page 271. Subject to whatever facts a complete search of title may show. Subject to any easements granted for public utilities. Subject to rights of the public in and to any public highways shown hereon. Note that underground cables, pipes and/lr drains were not located by field survey, nor shown hereon.

Stored on disk #---

Mill Brook Preserve- Town  
Exhibit G

Utility Improvements permitted pursuant to deed recorded prior to the Effective Date as provided by Subsection 4.09 of the Conservation Easement:

1. Utility Easement recorded at Liber 1085, cp 315
2. Drainage Easement at Liber 1126, cp 904