

**DEED OF CONSERVATION EASEMENT  
(INCLUDING RIGHT OF FIRST REFUSAL)**

THIS CONSERVATION EASEMENT (this "Conservation Easement" or this "Easement") is made and entered into this 21<sup>st</sup> day of March, 2018, by and between

**SYLVESTER TALIAFERRO and ROBIN TALIAFERRO**

(collectively "Grantor"), with a mailing address of 187 Plains Road, New Paltz, New York 12561; and

**WALLKILL VALLEY LAND TRUST, INC.**

("Grantee"), a New York not-for-profit corporation having its principal place of business at 64 Huguenot Street, New Paltz, New York, 12561.

The Grantee and the Grantor, as such terms are more completely defined below in Section 4 ("Definitions"), are hereinafter referred to as the "Parties."

**WHEREAS:**

- A. Grantor is the sole owner in fee simple of certain real property (the "Property") consisting of 32.2 acres of land, and improvements thereon located in the Town of New Paltz, Ulster County, New York, as more particularly described on the attached Exhibit A ("Legal Description and Survey of Property") and shown on the map attached as Exhibit B ("Conservation Easement Map"), both attached hereto and incorporated herein by this reference.
- B. The Property possesses the following conservation values and public benefits (collectively, the "Conservation Values") that will be conserved through the restrictions on the Property's use that are contained in this Conservation Easement:
  - (i) The Property consists primarily of productive and Viable Agricultural Land including approximately 17 acres of prime soils, and approximately 7 additional acres of prime soils if drained (collectively, "Prime Soils"), as defined by the USDA Natural Resources Conservation Service and documented in the Baseline Documentation Report.
  - (ii) The Property contains approximately 660 feet of frontage on the Wallkill River, a Class B waterbody as designated by the New York State Department of Environmental Conservation (NYS DEC), with the Property being highly visible from said River. The Wallkill River flows into the Rondout Creek, a tributary of the Hudson River. The NYS DEC classifies waters, including streams according to their "expected best usage." Classification B indicates a best usage for swimming and other recreation, and fishing, and such streams are considered sensitive and valuable resources that merit protection.

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- (iii) The Property contains approximately 2± acres of a larger 1,008-acre Riverine wetland along the Wallkill River as identified by the United States Army Corps of Engineers National Wetland Inventory (“NWI”) and documented in the Baseline Documentation Report.
- (iv) The Property contains approximately 910 feet of frontage on Plains Road, with the Property being highly visible along this public roadway as well as from Ulster County Route 7 (Libertyville Road). The Property is situated nearby to the Wallkill Valley Rail Trail, which was designated a National Recreation Trail in 2007.
- C. Conservation of the Property by means of this Conservation Easement will further the following clearly delineated governmental policies (collectively, the “Governmental Policies”):
- (i) Article 14 of the New York State Constitution states that “the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products.”
- (ii) Section 49-0301 of the New York State Environmental Conservation Law (“ECL”) states: “The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, the preservation of areas because of their scenic . . . beauty . . . , is fundamental to the maintenance, enhancement and improvement of . . . balanced economic growth and the quality of life in all areas of the state.”
- (iii) The Property is located within Ulster County’s Agricultural District #2, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the “AML”). Section 300 states: “It is hereby found and declared that many of the agricultural lands in New York state are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited land resources results. . . . It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. . . . It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York state’s agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance.”
- (iv) The Property is located within Ulster County. The Ulster County Legislature formally adopted the Ulster County Agricultural and Farmland Protection Plan by resolution on September 11, 1997 and was approved by the New York State Department of Agriculture and Markets on October 6, 1997 (the “Plan”). The Plan has a goal to “Encourage voluntary participation in PDR (Purchase of Development Rights) and conservation easement programs as options for farm preservation efforts, young people

starting farms, estate planning and generational transfers.” And has strategies to “Seek government and private funding sources of PDRs and easements.” and also to “Consult with land trust organizations.” See Ulster County Agricultural and Farmland Protection Plan, dated October 1997, page 41.

(v) The Property is located within New York state’s Region 3, the Lower Hudson Valley. The 2016 Open Space Conservation Plan for New York state, completed through the NYS DEC, lists the Hudson Valley/New York City Foodshed in Region 3 as one of its Regional Priority Conservation Project Areas: “With its prime agricultural soils, thousands of working farms, abundant transportation connections, and accessibility to Albany, New York City, and other population centers, farmland in the Hudson Valley comprises a vital component of the New York City/Hudson Valley “Foodshed,” an area with the potential to serve the growing demand for fresh local foods in the region. ... protecting prime farmland soils throughout the Hudson Valley will help meet growing demand for locally produced food, enable the region’s agricultural economy to grow, and bolster the food security of the New York City metropolitan region and the Hudson Valley. Conserving the region’s farmland, which represents nearly 20% of the region’s land base, also will help conserve wildlife habitat and the region’s rural character. Agriculture is an integral part of Region 3’s identity and is a source of cultural pride. These working landscapes represent some of the most materially threatened open space resources. Active, viable agricultural operations not only ensure open space, but also often provide undeveloped buffer areas to waterways in valley bottoms, reducing runoff and slowing down overland flow during rain events, both of which ameliorate flooding and erosion risks. The New York City/Hudson Valley foodshed includes significant clusters of prime agricultural soils and productive farms... Priority farmland clusters include, but are not limited to, the following:

- The Wallkill River Valley of Ulster [County], including productive farmland in the Town[s] of ... New Paltz” (See New York State Department of Environmental Conservation 2016 Open Space Conservation Plan at pages 94-95).

(vi) The Property is located within the Town of New Paltz, which adopted the “New Paltz Open Space Plan” in May 2006. The Plan references the importance of the Wallkill River floodplain as “a primary agricultural corridor, providing flat and fertile lands and irrigation water along the river edge for numerous farms. This river farmland core helps to keep lands open and contributes to the community’s economic and scenic base. The area includes the landmark Wallkill View Farm, two community supported agriculture (CSA) operators, (Taliaferro Farms and Huguenot Street Farm)” at page 19. The Plan also emphasizes farmland protection as a key component to maintaining open space and the “rural character” of the community at page 24.

D. Grantee is a New York not-for-profit conservation organization and thus a permissible grantee of a conservation easement within the meaning of Article 49, Title 3, of the Environmental Conservation Law (such statute, as amended, the regulations promulgated thereunder, as amended, and any successor to such statute and/or regulations) and has the power to acquire conservation easements.

- E. Grantee is incorporated for the charitable purposes of, among other things, the conservation of open space, farmland, forestland, and wildlife habitat.
- F. Ulster County has provided \$129,000 toward the Purchase Price to acquire this Conservation Easement through the Open Space and Recreation Fund of the Ulster County Capital Improvement Program approved by Resolution 500 and Resolution 501 dated December 19, 2017. The County has contributed to partially fund the purchase of this Conservation Easement and as a condition to the County's participation is granted a third-party enforcement right in this Conservation Easement and a right to claim a portion of the monetary value of this Conservation Easement in the event that this Conservation Easement is partially or fully extinguished or condemned as provided in Sections 8.5 and 8.7 below.
- G. The Town of New Paltz has provided \$129,000 toward the Purchase Price to acquire this Conservation Easement through its Open Space Bond Acquisition Fund, established pursuant to Chapter 44, "Agriculture and Open Space Preservation Acquisition" of the Code of the Town of New Paltz (adopted by the Town of New Paltz as Local Law 4-007), by resolution dated December 7, 2017. The Town has contributed to partially fund the purchase of this Conservation Easement and as a condition to the Town's participation is granted a third-party enforcement right in this Conservation Easement and a right to claim a portion of the monetary value of this Conservation Easement in the event that this Conservation Easement is partially or fully extinguished or condemned as provided in Sections 8.5 and 8.7 below.
- H. The Scenic Hudson Land Trust, Inc. ("SHLT"), a New York not-for-profit corporation with a business address of One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601, has provided \$129,000 toward the Purchase Price to acquire this Conservation Easement.
- I. Grantee has determined that acquiring a conservation easement on the Property which protects the Conservation Values of the Property will further its charitable purposes of conserving open space, farmland, forestland and wildlife habitat.
- J. Grantor and Grantee desire to ensure that Conservation Values of the Property will be protected for the benefit of the public and future generations, and desire to do this by entering into this Conservation Easement pursuant to the provisions of the ECL.
- K. Grantor has received such independent legal and financial advice regarding this Conservation Easement that Grantor deemed necessary. Grantor freely and with full will signs this Conservation Easement in order to accomplish the purposes of this Conservation Easement as stated in Section 2 ("Purposes") herein.

NOW, THEREFORE, Grantor, for and in consideration of \$387,000 and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an absolute and unconditional

conveyance, does hereby grant, convey and give unto Grantee a perpetual conservation easement over the Property as set forth below, and the Parties further agree as follows:

### **1. GRANT OF CONSERVATION EASEMENT.**

Grantor voluntarily grants to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement, an immediately vested interest in real property, as defined by the Article 49, Title 3 of the ECL, over the Property, protective of the Conservation Values herein described, for the benefit of the general public (the "Conservation Easement"), which Conservation Easement shall run with and bind the Property in perpetuity. This grant includes a right of first refusal under the terms of Section 10 ("Right of First Refusal") of this Conservation Easement. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor acknowledges Grantee's authority to enforce this Conservation Easement in the manner described below.

### **2. PURPOSES.**

It is the primary purpose ("Primary Purpose") of this Conservation Easement to conserve and preserve the Property's agricultural and open space resources as articulated in the Conservation Values listed in the recitals herein for the significant benefit of the general public pursuant to clearly delineated Governmental Policies, as such Conservation Values and Governmental Policies are articulated in the recitals herein, and incorporated into such Primary Purpose by this reference. Such Primary Purpose specifically includes the conservation and preservation of the productive and Viable Agricultural Lands on the Property by protecting in perpetuity the Property's agricultural values, use and utility, including its Viable Agricultural Land, Prime Soils; and the prevention of any use of the Property that would significantly impair or interfere with its long-term agricultural viability.

It is the secondary purpose ("Secondary Purpose") of this Conservation Easement to conserve and preserve the Property's natural and scenic resources and their associated unique and special natural features, as articulated in the Conservation Values listed in the recitals herein for the significant benefit of the general public pursuant to clearly delineated Governmental Policies, as such Conservation Values and Governmental Policies are articulated in the recitals herein, and incorporated into such Secondary Purpose by this reference. This Secondary Purpose includes the right of the public to view the Property in its scenic state from Plains Road, Ulster County Route 7 (Libertyville Road) and the Wallkill River as that scenic state exists on the date of this grant or as it may exist in the future as a result of: (i) natural processes; (ii) the interactions of natural processes and human activity outside the Property (e.g., climate change and global warming); and (iii) uses of the Property that are consistent with the rights reserved herein by Grantor.

Singularly, each of these purposes is referred to herein as a "Purpose" (e.g., "applicable Purpose"). Collectively, these purposes are referred to herein as the "Purposes."

### **3. IMPLEMENTATION.**

This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the terms of this Conservation Easement. The Property remains subject to all applicable local, state and federal laws and regulations.

#### **4. DEFINITIONS.**

The following definitions shall be applicable to any word or phrase that is defined. As used in this Conservation Easement, the terms:

**“Agricultural Activities”** consist of: (i) the production of Crops, Livestock and Livestock Products (as defined hereinafter); (ii) animal husbandry; (iii) Agroforestry as specifically permitted by the terms of this Conservation Easement; (iv) Farm Operations for personal, non-commercial purposes or for commercial purposes, as the term “farm operations” is defined in Section 301 of the AML, as amended, or any successor law; and (v) as specifically permitted by the terms of this Conservation Easement, establishing, reestablishing, maintaining and using cultivated fields, orchards, pastures and open fields by means including, but not limited to, tilling, mowing, grazing, brush hogging and tree felling. Sod and turf farming are not included within the definition of Agricultural Activities and are not permitted.

**“Agricultural Structures and Improvements”** shall mean normal and customary structures or improvements used for Farm Operations, as that term is defined under Section 301 of the AML, as amended, or any successor statute, and on-farm production, preparation, and storage for personal, non-commercial purposes or for commercial purposes. Agricultural Structures and Improvements include, but are not limited to, barns, garden sheds, greenhouses, animal run-in or loafing sheds (defined as a building or covered structure that houses or otherwise shelters animals or livestock in a specific location for any period of time), unenclosed feed storage areas, sap-boiling houses, bunker silos, grain drying facilities, pole barns, riding rings, equestrian facilities, and other similar agricultural facilities.

**“Agricultural Use”** shall be defined as those activities necessary to:

- (i.) produce Crops, Livestock and Livestock Products; or
- (ii.) use the Property as a Farm Operation to the extent permitted by this Easement; or
- (iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose.

**“Agroforestry”** is an agricultural practice in which trees or shrubs are cultivated contemporaneously, and interspersed with, herbaceous crops and/or livestock, and includes the practices of silvopasture and silviculture. For purposes of this Conservation Easement, Agroforestry does not include timber harvest or the cutting or removal of trees which were not planted as an agricultural crop.

**“AML”** shall mean the New York State Agriculture and Markets Law, as amended.

**“Attorney’s Fees”** shall mean any and all reasonable fees and expenses incurred in connection with legal representation, dispute resolution, or dispute management including, but not limited to, expenses of investigation, negotiation, mediation, settlement or suit and reasonable expert’s and consultant’s fees witness fees, and related disbursements and costs.

**“Baseline Documentation Report”** is a report, comprised, in part, of photographs, maps and the Conservation Easement Map (Exhibit B), which describes the condition of the Property as of the date of this Conservation Easement. The Baseline Documentation Report has been prepared and subscribed by both Parties, and a copy thereof is on file with Grantee, Grantor, and Grantee’s successors and assigns, and Grantor and Grantee have each executed the Certification And Acknowledgement Of Baseline Documentation Report, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. The Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation Report to show a change of conditions.

**“Conservation Easement”** or “Easement” refers to the grant of a conservation easement that is the subject of this document, as further described in Section 1 (“Grant of Conservation Easement”) herein.

**“Conservation Values”** are those listed in Whereas Clause B herein, collectively.

**“Crops, Livestock and Livestock Products”** shall be defined pursuant to AML Section 301(2), or such successor law as enacted or amended. In the event that this definition or all of Section 301 (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

**“Customary Home Occupations, Cottage Industries, Other De Minimis Commercial Activities and Non-Commercial Activities”** are defined as routine accessory and customary non-residential and non-agricultural use, that: (i) is clearly secondary to the principal Agricultural Use of the Property; and (ii) does not include any industrial use (other than de minimis uses such as small crafts, sewing, etc.) Examples include, without limitation, professional offices within a Residential Dwelling, writing, computer programming, creation of visual arts (e.g. paintings, sculptures), bed and breakfasts, crafts production, tag sales, photo shoots, fundraising events, firewood distribution, cross-country skiing, horseback riding, camping, hunting, home schooling, in-home day care, farm tours, agritourism, classes, nature interpretation, and other educational programs.

**“ECL”** shall mean the New York State Environmental Conservation Law, as amended.

**“Environmental Law(s)”** means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.



**“Existing”** shall mean in existence as of the date of this Conservation Easement and as shown on Exhibit B and the Baseline Documentation Report.

**“Farm Labor Housing”** means dwellings or structures, including mobile homes that are not readily movable off the Property, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm owner and/or operator, the worker is an essential employee of the farm owner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. For instance, a structure used as the primary residence of a farm owner and/or operator is not Farm Labor Housing. (See also, Temporary Structures).

**“Farmstead Complex”** means the locations on the Property as shown on Exhibit B and as described in Exhibit C (“Legal Description of Farmstead Complexes and Resource Protection Area”) attached hereto and incorporated by this reference.

**“Farm Operation”** shall be defined pursuant to Section 301(11) of the AML, or such successor law as enacted or amended. In the event that this definition or all of the Section 301 (and all such successor laws) shall be repealed, then the definition existing at the time of the repeal shall serve thereafter;

**“Footprint”** of a structure or improvement shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground.

**“Governmental Policies”** are those listed in Whereas clause C herein, collectively.

**“Grantee”** includes the original Grantee and its successors and assigns.

**“Grantor”** includes the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest or beneficial equity interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof, and any other person claiming under each of them. Where a Grantor owns or has an interest in only a portion of the Property, the term “Property” shall mean, as to any Grantor, only the portion of the Property owned by that Grantor or in which that Grantor has an interest. With respect to any portion of the Property, the term Grantor shall be understood to mean each and all of the Grantors having an interest in that portion of the Property. A Grantor shall have no rights or obligations under this Conservation Easement with respect to any portion of the Property in which the Grantor has no interest.

**“Hazardous Materials”** means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, and any other substance or waste defined as a Hazardous Material under federal or New York State law. The term Hazardous Material shall not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated, in



reasonable quantities and in compliance with all applicable laws, for a lawful agricultural operation.

**“High Tunnel”** is a temporary greenhouse having a framework covered with demountable materials, which is movable, does not disturb the soil profile, and does not have floors or foundations of any kind.

**“Impervious Surfaces”** are defined as material that does not allow water to percolate into the soil on the Property; this includes, but is not limited to, residential buildings, agricultural buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. Impervious Surfaces do not include: (i) permeable surfaces such as gravel roads and gravel parking areas, High Tunnels, or structures whose principal purpose is to responsibly manage manure and manure storage for the Farm Operation; (ii) irrigation systems in support of Farm Operations; and (iii) fences. For structures and improvements used or intended for Renewable Energy production, the aggregate Footprint of such structure and improvements shall be calculated for the total area of ground covered by such structures or improvements as if they together formed a single structure or improvement, as measured by area of ground beneath such structure or improvement.

**“Invasive Plant Species”** are those listed by The Nature Conservancy, the USDA, NYS DEC, or the New York State Office of Parks, Recreation and Historic Preservation.

**“NYS DEC”** shall mean the New York State Department of Environmental Conservation.

**“Ownership Unit”** shall be defined as a portion of the Property owned by a distinct owner (or group of owners), irrespective of the number of tax parcels included under that common ownership. (As of the date of this Conservation Easement, the entire Property is comprised of one Ownership Unit.)

**“Parties”** shall mean Grantee and Grantor, collectively.

**“Percentage Interest”** refers to Grantee’s percentage interest in the fair market value of the Property, as more specifically described in Section 8.7.A (“Percentage Interest”) herein.

**“Property”** shall mean the real property, and improvements thereon, subject to this Conservation Easement, as described in Whereas Clause A herein, and as more particularly described on the attached Exhibit A (“Legal Description and Survey of Property”) and shown on the map attached as Exhibit B (“Conservation Easement Map”), annexed hereto.

**“Purpose(s)”** shall mean such conservation purpose(s) articulated in Section 2 (“Purposes”) herein, which Section includes definitions for “Primary” and “Secondary” Purposes.”

**“Renewable Energy”** is energy (often in the form of electricity or thermal regulation) that is generated from resources which are naturally replenished at a rate that is greater than or substantially similar to the rate of depletion of the resource, if any, by such energy generation.

Examples include energy generated from sunlight, wind, rain, tides, waves, running water and geothermal heat.

**“Residential Dwelling”** means dwellings or structures, together with accessory structures and improvements. Farm Labor Housing is not to be considered a Residential Dwelling herein.

**“Right of First Refusal”** shall mean those rights conveyed by Grantor to Grantee in Section 10 (“Right of First Refusal”) herein.

**“SHLT”** is The Scenic Hudson Land Trust, Inc.

**“Sound Agricultural Practices”** is defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way.

**“Staging Areas”** are those areas where logs are temporarily stored prior to transport off the Property.

**“Temporary Mass Gathering”** shall be an assemblage or gathering of more than 1,000 persons or any assemblage or gathering of more than 500 persons which continues or can be reasonably expected to continue for more than eight consecutive hours.

**“Temporary Structures”** are defined as structures that are placed on the Property for only a limited period of time and: (i) do not utilize permanent foundations (such as concrete foundations or concrete pads) of any kind; (ii) do not require excavation prior to installation and do not disturb the soil profile; and (iii) can reasonably be relocated. Some examples of Temporary Structures include High Tunnels, portable farm stands, non-permanent run-in shelters for livestock, and non-permanent structures used for Farm Labor Housing.

**“USDA”** shall mean the United States Department of Agriculture.

**“Use Area(s)”** are portions of the Property subject to different restrictions and permitted uses, as further defined in Section 6 (“Permitted and Restricted Uses and Activities”) herein. The Use Areas comprising the Property are the Farmstead Complexes, Farm Area and Resource Protection Area.

**“Viable Agricultural Land”** is defined as land highly suitable for a Farm Operation.

## **5. RESERVED RIGHTS.**

Subject to the restrictions and covenants set forth in this Conservation Easement, Grantor reserves for itself, and for any successors to its interest as owner of the Property, all rights with respect to the Property or any part thereof, including, without limitation, the right of exclusive use, possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, as well as the

right to exclude any member of the public from trespassing on the Property, subject to Section 6 herein (“Permitted and Restricted Uses and Activities”), as well as any other rights consistent with the Purposes set forth in Section 2 (“Purposes”) and not specifically prohibited or limited by this Conservation Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Nothing contained herein shall restrict an owner of the Property or any part thereof from imposing further restrictions upon conveyance or otherwise, provided such restrictions are not inconsistent with the terms of this Conservation Easement.

## **6. PERMITTED AND RESTRICTED USES AND ACTIVITIES.**

The uses and activities permitted hereunder are subject to the restrictions contained in this Conservation Easement, including without limitation, this Section, and any permits or approvals required by local, state or federal law or regulation. Permitted uses of the Property are location-dependent and for purposes of this Conservation Easement, the Property is divided into the following Use Areas as depicted on the attached Conservation Easement Map, Exhibit B, and as further described herein:

- (i) Farmstead Complex A comprised of 4.44 acres and Farmstead Complex B comprised of 1.20 acres, both described in Exhibit C (“Legal Description of Farmstead Complexes and Resource Protection Area”) attached hereto and incorporated herein by this reference;
- (ii) the Resource Protection Area (RPA), comprised of the Wallkill River and a buffer extending from its bank as depicted on Exhibit B and described in Exhibit C (“Legal Description of Farmstead Complexes and Resource Protection Area”); and
- (iii) the Farm Area, which comprises the majority of the Property, approximately 24.51 acres, inclusive of all areas which are neither Farmstead Complexes nor RPA.

Each Use Area has been carefully sized and sited, and the uses permitted in each Use Area have been carefully selected, such that the uses within each Use Area are not anticipated to materially impair the Conservation Values or to interfere with the Purposes of this Conservation Easement. General restrictions applicable to uses and activities anywhere on the Property, without respect to the Use Area in which they occur, are identified in Subsection 6.1 (“General Restrictions Applicable to the Entire Property”).

Permitted uses and restrictions applicable specifically to the Farmstead Complexes are identified in Subsection 6.2 (“Permitted and Restricted Uses and Activities within the Farmstead Complexes”).

Permitted uses and restrictions applicable specifically to the Farm Area are identified in Subsection 6.3 (“Permitted and Restricted Uses and Activities within the Farm Area”).

Permitted uses and restrictions applicable specifically to the Resource Protection Area are identified in Subsection 6.4 (“Permitted and Restricted Uses and Activities within the Resource Protection Area”).

**Abandoned Roads Become Part of Farm Area.** If any portion of Plains Road on the Property should be abandoned such that the rights of the public in said road are terminated, the area of said road shall be thenceforth considered part of the Farm Area, unless such road is within a Farmstead Complex, in which case the respective area becomes part of such Farmstead Complex, and any portion of Plains Road that is comprised of Impervious Surface as of the date of such abandonment shall be excluded from the Limitations on Impervious Surfaces articulated below.

### **6.1. General Restrictions Applicable to the Entire Property.**

**6.1.A. Activities.** No residential, commercial, or industrial activities are permitted on the Property except as they either exist on the date of this Conservation Easement or are expressly permitted herein. Such expressly permitted activities may differ by Use Area.

**6.1.B. Structures and Improvements.** No permanent structures, Temporary Structures or other improvements, including, but not limited to, buildings, appurtenant facilities, shelters, fences, driveways, roads, utility lines, utility structures, golf courses, driving ranges, putting greens and athletic fields may be constructed, created, erected, moved onto, or installed on, over, under, or across the Property except as they either exist on the date of this Conservation Easement or are expressly permitted herein.

Athletic fields for noncommercial purposes are expressly permitted only in the Farmstead Complexes. Enterprises which produce or market petroleum products, chemical products or Hazardous Materials are prohibited on the Property. Commercial recreational improvements that, in Grantee's sole and absolute discretion, interfere with the Purposes of this Conservation Easement, disturb Viable Agricultural Land, or otherwise adversely affect the Conservation Values and Agricultural Use on a continuing basis, which include, but are not limited to, commercial race tracks, commercial airstrips, commercial helicopter pads, are prohibited on the Property.

**6.1.C. Limitations on Impervious Surfaces.** Expressly permitted Impervious Surfaces, Footprints and permitted structures and improvements vary by Use Area.

Impervious Surfaces are not limited in the Farmstead Complexes but shall be limited on the remainder of the Property.

With prior written notice to Grantee, Grantor shall have right to cover up to two percent (2%) of the Farm Area with permitted Impervious Surfaces subject to the restrictions contained in Section 6.3 ("Permitted and Restricted Activities in the Farm Area").

With prior written notice to and prior written approval of Grantee, pursuant to Section 8.2 ("Notices and Requests for Approval") and subject to the restrictions contained in Section 6.3 ("Permitted and Restricted Activities in the Farm Area") and Section 6.4 ("Permitted and Restricted Activities in the Resource Protection Area"), respectively, Grantor may cover:

- (i) up to 200 square feet in the Resource Protection Area with Impervious Surfaces as permitted in Section 6.4.E; and
- (ii) up to an additional three percent (3%) of the Farm Area with permitted Impervious Surfaces; provided that the square footage of Impervious Surfaces constructed in the Resource Protection Area shall count toward the additional three percent (3%) of Impervious Surfaces in the Farm Area.

For purposes of this Conservation Easement, two percent (2%) of the Farm Area is 0.47 acres (20,473 square feet). The additional three percent (3%) is an additional 0.70 acres (30,492 square feet).

For the avoidance of doubt, outside of the Farmstead Complexes, i.e., within the Farm Area and the Resource Protection Area, the Footprint of all permitted Agricultural Structures and Improvements and other permitted Impervious Surfaces together shall not exceed the total five percent (5%) Impervious Surface limit as specified above which shall remain constant without regard to any subsequent alterations to the Property that would otherwise affect the acreage.

In addition, the Footprints and permitted structures and improvements within the Farm Area and the Resource Protection Area are subject to the restrictions contained in Section 6.3 (“Permitted and Restricted Uses and Activities in the Farm Area”) and Section 6.4 (“Permitted and Restricted Activities in the Resource Protection Area”).

**6.1.D. Chemicals.** All pesticides, herbicides, fertilizers, or other chemical treatments shall be used in accordance with applicable laws and conducted in accordance with Sound Agricultural Practices.

**6.1.E. Waste Management.** The dumping, land filling, burial, application, injection, or accumulation of any kind of waste including but not limited to garbage, trash, Hazardous Materials, abandoned vehicles, appliances, or debris on the Property is prohibited. However, this shall not prevent, in areas of the Property outside the Resource Protection Area: (i) the storage, composting, application, or injection of agriculturally-related waste or biodegradable material; (ii) appropriate routine storage of garbage and wastes from permitted uses and activities pending transport for proper disposal; (iii) the storage of old farm equipment used for parts; (iv) composting or re-use of biodegradable materials generated off the Property for use on the Property or commercial use so long as they are used and stored in accordance with Sound Agricultural Practices and any applicable local, state, and federal laws and regulations; and (v) storage and treatment of sewage associated with buildings permitted on the Property. Notwithstanding the foregoing, environmental response actions in compliance with Environmental Laws to remove, remediate or mitigate Hazardous Materials wherever found on the Property shall be permitted.

**6.1.F. Granting of Easements for Utilities, Roads and Other Purposes.** The granting or expansion of easements for utilities, roads or other purposes is prohibited without prior written notice to and prior written approval of Grantee pursuant to Section 8.2 (“Notices and Requests for Approval”) herein.

**6.1.G. Alteration of Water Resources.** Waterways, waterbodies and wetlands located on the Property, and groundwater under the Property, shall not be in any way diverted, dammed, drained, mined or otherwise materially altered, except: (i) for conditions Existing as of the date of this Conservation Easement; (ii) as expressly permitted in Section 6.1.G.1 (“Water Sources for Public Drinking Water Supplies”); or (iii) as a result of naturally occurring alteration (such as that caused by beaver, floods or other similar natural events).

**6.1.G.1 *Water Sources for Public Drinking Water Supplies.*** Subject to the written approval of Grantor and subject to prior written approval of Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”), which approval is at Grantor’s and Grantee’s absolute and sole discretion, surface and subsurface exploration for, and development, extraction and removal of water for public drinking water supplies, and associated structures, are permitted provided that the use of the Property’s water resources are reasonably necessary for public drinking water supplies, designed and used in such a way as to minimize impacts on natural water flow or water levels and conducted in accordance with federal, state and municipal laws and regulations.

Diversion of water for public drinking water supplies shall not compromise the Purposes or Agricultural Use of the Property nor create impermissible private benefit as determined by an independent appraisal. Land disturbed by surface and subsurface exploration for, and development, extraction and removal of water for public drinking water supplies must be restored to substantially the same condition that existed prior to said surface and subsurface exploration for, and development, extraction and removal of water upon completion of said surface and subsurface exploration for, and development, extraction and removal of water.

Surface and subsurface exploration for, and development, extraction and removal of water for any use other than in direct support of the Farm Operation or residential uses permitted on the Property and for public drinking water supplies is prohibited.

#### **6.1.H. Mining and Surface Alteration.**

**6.1.H.1. *Prohibitions on Extraction and Alteration.*** Surface and subsurface exploration for, and development, storage, mining, extraction and removal, in any manner and by any party, of minerals, natural deposits or hydrocarbons (including, but not limited to, oil, gas, stone, soil, sand, gravel, rock, peat, sod and coal) are prohibited, except as provided for in Section 6.1.H.2. (“Exceptions to Prohibitions on Extraction and Alteration”). Grading, blasting, filling, and any other activity that disturbs the soil surface or materially alters the topography of the Property is prohibited, except as provided for in Section 6.1.H.2. (“Exceptions to Prohibitions on Extraction and Alteration”). These restrictions shall not prevent the installation of

permitted structures and improvements as may be reasonably necessary to solely and principally serve the Property's permitted structures, improvements, uses and activities. Surface and/or subsurface mineral rights may not be sold, leased, or otherwise transferred to another party separate from the ownership of fee simple title. If fee simple title to the Property is transferred to another party such surface and/or subsurface mineral rights and water rights shall remain subject to the limitations of this Section 6.1.H.

**6.1.H.2. *Exceptions to Prohibitions on Extraction and Alteration.*** Grantor's removal of stone, soil, sand, gravel, rock, peat, and/or sod as reasonably necessary for the construction or maintenance of permitted structures and improvements that solely and principally serve the Property's permitted structures, improvements, uses and activities may be undertaken upon prior written notice to and prior written approval of Grantee, in accordance with Section 8.2 ("Notices and Requests for Approval") herein, provided that said removal will meet or exceed the following requirements in addition to satisfying the requirements of Section 8.2.B.1 ("Timing and Content of Required Notices and Approvals"):

- (i) will be limited and localized in impact, such that the surface disturbed by such extraction will not exceed more than 1/4 (one quarter) acre of the Property at one time (except such soil disturbance as is reasonably necessary for Agricultural Activities conducted in accordance with the terms of this Conservation Easement and in accordance with Sound Agricultural Practices); and
- (ii) in the Resource Protection Area said removal is permitted solely for the purpose of installation and maintenance of irrigation systems in support of Farm Operations and/or for diversion of water for public drinking water supplies as permitted in Section 6.1.G.1 ("Water Sources for Public Drinking Water Supplies").

Any and all removal and use of stone, soil, sand, gravel, rock, peat, and/or sod must conform and meet all such requirements, failing which Grantee may enjoin additional extraction and otherwise enforce the provisions of this Section in accordance with Section 8.5 ("Enforcement") hereof. All reasonable and practical means to mitigate any adverse effect on the Conservation Values of the Property shall be used in carrying out any permitted extractive activities. Upon completion of said permitted extractive activities, Grantor shall promptly restore any portion of the Property affected thereby as nearly as possible to its condition existing prior to commencement thereof, except where such activities are for the purpose of construction of a permitted structure or improvement, in which case the area occupied by the completed structure or improvement need not be restored, but any disturbed area around it shall be restored as provided in this sentence.

**6.1.I. *Signage Restrictions.*** Signs may not be placed or erected on the Property, except for:

- (i) signs identifying the Property's boundaries (which signs may include language regarding trespassing, hunting, etc.);



- (ii) signs promoting uses of the Property that are permitted by this Conservation Easement, provided that no such signs are located within the Resource Protection Area and said signs shall not be larger than thirty-two (32) square feet;
- (iii) reasonable and customary temporary residential signage for purposes such as advertising the sale or rental of the Property, holding tag sales, and expressing political views; and
- (iii) signage to promote, acknowledge, or announce this Conservation Easement, and Grantor agrees that Grantee may install, repair, remove and replace such signage, provided that such signage shall not exceed nine (9) square feet and shall be erected and maintained solely by the Grantee. Any such signage shall acknowledge the roles played by WVLT, SHLT, the County and the Town in securing or stewarding this Conservation Easement. Grantee and Grantor shall agree on location of any such sign.

Except as otherwise permitted in Section 6.1.I (ii) above, any signs permitted by the terms of this Section 6.1.I shall not be larger than nine (9) square feet and shall not be internally lit.

**6.1.J. Reaffirmation.** Except as otherwise provided in this Conservation Easement no use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or is likely to become inconsistent with the Purposes of this Conservation Easement as stated in Section 2 (“Purposes”) herein, or impairs the Property’s Conservation Values.

**6.2. Permitted and Restricted Uses and Activities within the FARMSTEAD COMPLEXES.** Subject to the restrictions contained in this Conservation Easement, the following activities are permitted within the Farmstead Complexes:

**6.2.A. Agricultural Activities.** Agricultural Activities are permitted. Said Agricultural Activities shall be conducted in accordance with Sound Agricultural Practices. Sod and turf farming is not permitted.

**6.2.B. Structures and Improvements.** Restrictions on structures and improvements are articulated in Section 6.1.B (“Structures and Improvements”) herein.

Upon prior written notice to and prior written approval of Grantee, in accordance with Section 8.2 (“Notices and Requests for Approval”) and subject to the provisions of 6.2.C (“Utilities, Driveways, Roadways, Trails and Renewable Energy”) herein, new permanent structures and other new improvements may be constructed or placed and utilized within the Farmstead Complexes, and Existing and new permitted permanent structures and other improvements may be utilized, maintained, repaired, enlarged, replaced, relocated and removed within the Farmstead Complexes, for the following expressly permitted purposes only, subject to applicable laws and subject to the additional conditions articulated below.

Without prior written notice to and without the prior written approval of Grantee, but subject to the provisions of 6.2.C (“Utilities, Driveways, Roadways, Trails and Renewable Energy”) herein, new Temporary Structures may be constructed or placed and utilized within the Farmstead Complexes, and Existing and new permitted Temporary Structures may be utilized, maintained, repaired, enlarged, replaced, relocated and removed within the Farmstead Complexes, for the following expressly permitted purposes only, subject to applicable laws and subject to the additional conditions articulated below:

**6.2.B.1. Residential Purposes.** Residential Dwelling(s), for residential purposes, together with appurtenances and non-habitable accessory structures that are usual and customary to permitted residential use on a farm are permitted in the Farmstead Complexes only.

**6.2.B.2. Farm Labor Housing.** Farm Labor Housing is permitted in the Farmstead Complexes only.

**6.2.B.3. Agricultural Structures and Improvements.** Agricultural Structures and Improvements used primarily for purposes related to a Farm Operation and for such other agricultural purposes, in accordance with Sound Agricultural Practices, as (a) the production, storage or sale of farm products or by-products, or processing of farm products or by-products produced or partially produced on-site, (b) the storage of equipment used for Agricultural Activities, and (c) the keeping of livestock or other animals are permitted.

**6.2.B.4. Agriculture-related Commercial Purposes.** Agriculture-related commercial purposes which may include, but are not limited to, the preparation, processing, storage and sale of farm produce and related products, (e.g., maple syrup, pesto, lumber, etc.), the commercial repair of farm machinery, the sale of non-petroleum items commonly used for Agricultural Activities (e.g. seeds, tools, compost) are permitted provided such activities do not negatively impact the Conservation Values of the Property and are subordinate to the overall Agricultural Use of the Property.

**6.2.B.5. Customary Home Occupations, Cottage Industries, Other De Minimis Commercial Activities and Non-Commercial Activities Purposes and Structures.** Customary Home Occupations, Cottage Industries, Other de Minimis Commercial Activities and Non-Commercial Activities, Purposes and Structures are permitted provided such activities, purposes and structures: (a) are compatible with and subordinate to the Agricultural Uses of the Property, (b) do not negatively impact the Conservation Values of the Property, and (c) are otherwise compatible with the Purposes of this Conservation Easement.

**6.2.B.6. Adaptive Reuse.** Existing and new permitted structures and improvements may be adaptively reused for any of the purposes permitted in this Section 6.2.B. (“Structures and Improvements”).

**6.2.B.7. Fences.** Fences for any purpose are permitted.

**6.2.C. Utilities, Driveways, Roadways, Trails, and Renewable Energy.** With prior written notice to the Grantee in accordance with Section 8.2 herein, the construction and repair of utilities (including wells and septic systems), driveways, roadways and trails necessary to service permitted structures or improvements within the Farmstead Complexes, or to conduct other activities permitted by this Conservation Easement, are permitted, provided to the greatest extent practicable, impact to Viable Agricultural Land and other Conservation Values is minimized. Renewable Energy production and associated structures are permitted provided said production does not negatively impact the Conservation Values of the Property and is subordinate to the agricultural and residential use of the Property.

**6.2.D. Water Resources.** Restrictions on alteration of water resources are articulated in Section 6.1.G (“Alteration of Water Resources”) herein. Existing and new permitted bridges, culverts, dams, drainage facilities, ponds, reservoirs, tiling drainage systems and irrigation systems within the Farmstead Complexes may be maintained, repaired, replaced and removed. With prior written notice to the Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”) herein, new bridges, culverts, dams, drainage facilities, ponds, reservoirs, tiling drainage systems and irrigation systems may be constructed or placed within the Farmstead Complexes, and streams within the Farmstead Complexes may be diverted or altered, for on-Property uses expressly permitted in this Conservation Easement, provided that such improvements, diversions, and alterations satisfy the conditions stated in Section 8.2.B.1 (“Timing and Content of Required Notices and Requests for Approval”) and are: (i) reasonably necessary for permitted uses of the Property; (ii) designed and used in such a way as to minimize impacts on natural water flow or water levels; (iii) conducted in accordance with Sound Agricultural Practices; and (iv) compliant with regulations of the NYS DEC and/or guidelines of the Ulster County Soil and Water Conservation District, or such successor entities as may exist in the future.

**6.2.E. Tree cutting** Trees may be trimmed, cut and removed within the Farmstead Complexes.

**6.3. Permitted and Restricted Uses and Activities Within the FARM AREA.** Subject to the restrictions contained in this Conservation Easement, the following activities are permitted within the Farm Area:

**6.3.A. Agricultural Activities.** Agricultural Activities are permitted. Said Agricultural Activities shall be conducted in accordance with Sound Agricultural Practices. Sod and turf farming is not permitted.

**6.3.B. Structures and Improvements.** Restrictions on structures and improvements are articulated in Section 6.1.B (“Structures and Improvements”) herein.

Subject to the prior written notice pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, and subject to the provisions of Section 6.1.C (“Limitations on

Impervious Surfaces”), 6.3.C (“Utilities, Driveways, Roadways, Trails and Renewable Energy”), and 6.3.D (“Water Resources”) herein, new permanent structures, new Temporary Structures and other new improvements may be constructed or placed and utilized within the Farm Area, and Existing and new permitted permanent structures, Temporary Structures and improvements may be utilized, maintained, repaired, enlarged, replaced, relocated and removed within the Farm Area, for the following expressly permitted purposes only, subject to applicable laws and subject to the additional conditions articulated below.

**6.3.B.1. *Agricultural Structures and Improvements.*** With prior written notice to Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, new Agricultural Structures and Improvements and other Impervious Surfaces may be erected in the Farm Area provided they are within the allowable Limitations on Impervious Surfaces articulated in Section 6.1.C herein and are used primarily for the following purposes related to the Farm Operation (but not for the processing and packaging of farm products or by-products): (i) the storage of farm products or by-products; (ii) the storage of equipment used for Agricultural Activities; or (iii) the keeping of livestock or other animals. High Tunnels are permitted in the Farm Area and are not subject to the Limitations on Impervious Surfaces articulated in Section 6.1.C herein, but shall not cover more than thirty percent (30%) of the Farm Area. As of the date of this Conservation Easement, 30% of the Farm Area is approximately 7.03 acres, or 306,227 square feet.

Without prior written notice to and without written approval of Grantee, Grantor may construct and/or locate non-habitable Temporary Structures associated with the Farm Operation in the Farm Area, such as portable farm stands, subject to the Limits on Impervious Surface as outlined in Section 6.1.C above (“Limitations on Impervious Surfaces”).

**6.3.B.2. *De Minimis Non-habitable Structures.*** With prior written notice to and advance written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, de minimis non-habitable recreational and de minimis non-habitable educational structures such as informational kiosks, gazebos, and bird blinds that are consistent with the Purposes of the Conservation Easement and the uses permitted hereby may be constructed or placed within the Farm Area provided that they are within the allowable Limitations on Impervious Surfaces articulated in Section 6.1.C herein.

With prior written notice to and the prior written approval of Grantee, at Grantee’s sole and absolute discretion and pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, new Temporary Structures that are non-habitable may be erected or placed within the Farm Area for the purposes of conducting Temporary Mass Gatherings and Customary Home Occupations, Cottage Industries, Other De Minimis Commercial Activities and Non-Commercial Activities.

**6.3.B.3. Adaptive Reuse.** With prior written notice to and the prior written approval of Grantee, pursuant to Section 8.2 (“Requests for Notices and Approvals”), Existing and new permitted structures and improvements in the Farm Area may be adaptively reused for any of the purposes permitted in this Section 6.3.B. (“Structures and Improvements”).

**6.3.B.4. Fences.** Without prior written notice to and without prior written approval of Grantee, fences are permitted in the Farm Area for purposes of: (a) safety; (b) reasonable and customary management of livestock and wildlife; (c) Agricultural Activities; (d) prevention of trespassing on the Property; and (e) compliance with law.

**6.3.B.5. Residential Dwellings and Farm Labor Housing.** Residential Dwellings and Farm Labor Housing are prohibited within the Farm Area.

**6.3.C. Utilities, Driveways, Roadways, Trails, and Renewable Energy.** Subject to the provisions of Section 6.1.C (“Limitations on Impervious Surfaces”) herein, and subject to prior written notice to and the prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, the construction and repair of utilities (including wells and septic systems), driveways, roadways and trails necessary to service permitted structures and improvements on the Property, or to conduct other activities permitted by this Conservation Easement, are permitted. Driveways, roadways and trails within the Farm Area shall not be paved or otherwise covered with concrete, asphalt, any other impervious paving material or Impervious Surface except with prior written notice to and the prior written approval of Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”) herein.

Subject to the provisions of Section 6.1.C (“Limitations on Impervious Surfaces”) herein and to all applicable laws, and subject to prior written notice to and the prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, Renewable Energy production (such as solar or wind power generation) and associated structures are permitted provided said production does not negatively impact the Conservation Values of the Property and is subordinate to the Agricultural Use and residential use of the Property. In addition to the conditions stated in Section 8.2.B.1 (“Timing and Content of Required Notices and Requests for Approval”), Grantee’s approval shall be granted if Grantor demonstrates to Grantee that such improvements: (i) cannot reasonably be located within the Farmstead Complexes or are better located in the Farm Area (for example, if such area offers a more efficient location for solar panels); and (ii) will be located in a manner that minimizes the impact to Viable Agricultural Land and, to the maximum extent practicable, will not fragment Viable Agricultural Lands. In granting approval, Grantee may attach such conditions as it reasonably deems necessary to comply with the Purposes, terms and intent of this Conservation Easement, or alternatively, may withhold approval at its sole discretion.

Any Impervious Surfaces used for generation of Renewable Energy, such as non-permeable solar panels, shall be measured by area of ground beneath such structure when

applying the limitations outlined in Section 6.1.C (“Limitations on Impervious Surfaces”).

The granting or expansion of easements for utilities or woods roads is prohibited when the utility or road will harm the Agricultural Use and future viability and related Conservation Values of the Property as determined by Grantee.

**6.3.D. Water Resources.** Restrictions on alteration of water resources are articulated in Section 6.1.G (“Alteration of Water Resources”) herein. Existing and new permitted bridges, culverts, dams, drainage facilities, ponds, reservoirs, tiling drainage systems and irrigation systems within the Farm Area may be maintained, repaired, replaced and removed. With written prior notice to Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, and in accordance with Section 6.1.H.1 (“Prohibition on Extraction and Alteration”) and Section 6.1.C (“Limitations on Impervious Surfaces”), new bridges, culverts, dams, drainage facilities, ponds, reservoirs, tiling drainage systems and irrigation systems may be constructed or placed within the Farm Area, and streams within the Farm Area may be diverted or altered, for on-Property uses expressly permitted herein, provided that such improvements, diversions, and alterations satisfy the conditions stated in Section 8.2.B.1 (“Timing and Content of Required Notices and Requests for Approval”), and are: (i) reasonably necessary for the agricultural operation on the Property; (ii) designed and used in such a way as to minimize impacts on natural water flow or water levels; (iii) conducted in accordance with Sound Agricultural Practices; and (iv) compliant with regulations of the NYS DEC and/or guidelines of the Ulster County Soil and Water Conservation District, or such successor entities as may exist in the future.

**6.3.E. Forestry Management and Timber Harvest.** Without prior written notice to and without prior written approval of Grantee, trees for on-Property use including heating or construction of buildings and improvements may be harvested. Trees that are diseased, infected by pests or insects, jeopardize health and safety, or hinder the operation of farm equipment along field boundaries may be removed or trimmed. Invasive Plant Species may be removed or trimmed.

Subject to prior written notice to Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”), forested areas may be cleared for the immediate conversion to farmland.

All such harvesting, clearing, trimming and removal must be carried out in accordance with applicable local, state, and federal laws and regulations.

Subject to prior written notice to Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”), timber and other wood products may be commercially harvested, and the construction, maintenance, removal, and repair of unpaved access roads and Staging Areas that are necessary for such harvest are permitted, provided that no such activities result in the degradation of Viable Agricultural Land and water resources and provided that all such activities are carried out in accordance with

generally-accepted forest best management practices. Such commercial timber harvest shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later created, or a Cooperating Consulting Forester with the NYS DEC, or a Forester employed by the NYS DEC as such.

In order to facilitate the monitoring and stewardship of this Conservation Easement and to ensure continuing communication between the Parties, written notice of a commercial timber harvest to the Grantee shall be made not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest and Grantee shall give written notice of its decision within forty-five (45) days of receipt of written notice. Such written notice shall include submission of the current forest management plan and harvest plan.

**6.4. Permitted and Restricted Uses and Activities within the RESOURCE PROTECTION AREA.** Subject to the restrictions contained in this Conservation Easement, the following activities are permitted within the Resource Protection Area:

**6.4.A. Vegetation Management.** Except as expressly permitted in this Section 6.4 (“Permitted and Restricted Uses and Activities within the Resource Protection Area”), the removal or trimming of trees, shrubs and other vegetation within the Resource Protection Area is prohibited.

**6.4.A.1. *Tree Cutting.*** The cutting of trees is prohibited except to: (i) install new irrigation systems in support of Farm Operations; (ii) maintain access to Existing and new permitted irrigation systems in support of Farm Operations; (iii) to the minimum extent absolutely necessary for Public Drinking Water exploration and/or extraction, in the event that such Public Drinking Water exploration and/or extraction is permitted per Section 6.1.G.1 (“Water Sources for Public Drinking Water Supplies”) herein; and (iv) remove or prune trees that are fallen, dead, diseased, infected by pests or insects, that jeopardize health and safety, or hinder the operation of farm equipment along the boundary with the Farm Area.

**6.4.A.2. *Open Fields, Mowing and Grazing.*** Existing open fields within the Resource Protection Area that are, as of the date of this Conservation Easement, actively maintained in an open condition by either grazing or mowing (as shown on Exhibit B annexed hereto and as further documented in the Baseline Documentation Report) may continue to be so maintained, provided that such maintenance is active and ongoing, in Grantee’s reasonable judgment. Within the Resource Protection Area, mowing and grazing are prohibited outside of existing open fields.

The clearing of trees, shrubs and other vegetation to create new open fields and pastures is prohibited within the Resource Protection Area except to the minimum extent absolutely necessary for Public Drinking Water exploration and/or extraction, in the event that such Public Drinking Water exploration and/or extraction is permitted per Section 6.1.G.1 (“Public Drinking Water Supplies”) herein.



**6.4.A.3. Removal of Invasive Plant Species.** Invasive Plant Species may be removed or trimmed with prior written notice to and the prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein. No such prior written notice or prior written approval is required for the removal of Invasive Plant Species less than six inches DBH within an area equal to or less than 400 square feet within any 12 month period. All such action must be consistent with Sound Agricultural Practices and the Purposes of this Conservation Easement and shall be carried out in accordance with applicable local, state, and federal laws and regulations.

**6.4.B. Soil Cultivation.** Cultivation of the soil within the Resource Protection Area is prohibited.

**6.4.C. Water Resources.** Restrictions on alteration of water resources are articulated in Section 6.1.G (“Alteration of Water Resources”), Section 6.1.G.1 (“Water Sources for Public Drinking Water Supplies.”) herein and in this Section 6.4 (“Permitted and Restricted Uses and Activities within the Resource Protection Area”).

Without prior written notice and without prior written approval of Grantee, Existing irrigation systems in support of Farm Operations may be maintained, repaired and replaced, but not expanded, within, and removed from, the Resource Protection Area.

With prior written notice to and prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, and in accordance with Section 6.1.H.1 (“Prohibitions on Extraction and Alteration”), herein, new irrigation systems in support of Farm Operations may be constructed or placed within the Resource Protection Area. In addition to the conditions stated in Section 8.2.B.1 (“Timing and Content of Required Notices and Requests for Approval”), Grantee’s approval shall be conditioned upon a finding by Grantee that such new irrigation systems are: (i) reasonably necessary for the Farm Operation or for other uses permitted in Section 6.4 (“Permitted and Restricted Uses and Activities Within the Resource Protection Area”) herein; (ii) designed and used in such a way as to minimize impacts on natural water flow or water levels; and (iii) consistent with NYS DEC regulations and/or guidelines of the Ulster County Soil and Water Conservation District, or such successor entities as may exist in the future.

**6.4.D. Ecological Management and Restoration.** Actions to enhance the ecological values and functioning of the Resource Protection Area and the Property, including, but not limited to, creation, restoration or rehabilitation of wetlands and wet meadows; revegetation with native shrubs and trees; prevention of soil erosion; and enhancing ecosystem services such as pollination and promotion of beneficial insect predators are permitted with Grantee’s prior written approval in accordance with Section 8.2 (“Notices and Requests for Approval”) herein.

**6.4.E. Structures and Improvements.** Restrictions on structures and improvements are articulated in Section 6.1.B (“Structures and Improvements”) herein. Additionally, except as expressly permitted in this and other Subsections of Section 6.4 (“Permitted and

Restricted Uses and Activities Within the Resource Protection Area”) herein, no Impervious Surfaces, excavation, filling, paving, or other artificial surface cover or surface disturbance are permitted within the Resource Protection Area.

New fences in the Resource Protection Area may be constructed, with prior written notice to Grantee, pursuant to Section 8.2 (“Notices and Requests for Approvals”).

With prior written notice to and prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approvals”) and in accordance with Section 6.1.C (“Limitations on Impervious Surfaces”) herein, new non-habitable structures or improvements, the Footprint of all which shall not exceed 200 square feet and the purpose of which is passive recreation or wildlife observation, may be constructed within the Resource Protection Area. In addition, any structures necessary for the exploration or extraction of Public Drinking Water is subject to the approval of Grantor and Grantee per Section 6.1.G.1 (“Water Sources for Public Drinking Water Supplies.”) and shall be designed and constructed to reduce the impact to the greatest extent possible on the Resource Protection Area.

With prior written notice to and prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approvals”) and in accordance with Section 6.1.C (“Limitations on Impervious Surfaces”) herein, improvements designed to enhance the habitat and ecological diversity of the Property and the surrounding landscape may be permitted.

**6.4.F. Utilities, Driveways, Roadways, Trails, and Renewable Energy.** Utilities and Renewable Energy production are prohibited in the Resource Protection Area. Roadways, driveways, access roads, skid trails or the like within the Resource Protection Area are prohibited except to the minimum extent necessary for Public Drinking Water exploration and/or extraction per Section 6.1.G.1 (“Water Sources for Public Drinking Water Supplies.”) herein and subject to prior written notice to and prior written approval of Grantee in accordance with Section 8.2 (“Notices and Requests for Approval”). Trails that are not comprised of an Impervious Surface are permitted within the Resource Protection Area.

**6.4.G Waste Management** The dumping, land filling, burial, application, injection, or accumulation of any kind of waste including but not limited to garbage, trash, Hazardous Materials, abandoned vehicles, appliances, or debris in the Resource Protection Area is prohibited, provided, however, that nothing in this Section 6.4.G shall preclude environmental response actions in compliance with Environmental Laws to remove, remediate or mitigate Hazardous Materials wherever found on the Property.

## **7. SUBDIVISION, LOT LINE ADJUSTMENTS, AND SEPARATE CONVEYANCE.**

As of the date of this Conservation Easement, the Property is comprised of one deed (one tax map parcel) owned by Grantor in one Ownership Unit. Except as provided in this Section for lot line adjustments, the Property may not be divided, partitioned, subdivided or conveyed except as

one (1) Ownership Unit in its current configuration of the entire 32.2 acres as depicted in Exhibit B attached hereto.

With the prior written approval of Grantee, pursuant to Section 8.2 (“Notices and Requests for Approval”) herein, Grantor may complete minor lot line adjustments only to correct surveying deficiencies or inaccuracies. For any such lot line adjustment, the deed(s) of conveyance of any such parcels shall contain a metes and bounds description of the parcel(s) prepared by a licensed professional land surveyor at Grantor’s sole cost, which description shall be provided to the Grantee prior to the conveyance of the parcel(s). Any such portion to be conveyed shall remain subject to the terms of this Conservation Easement and the deeds of conveyance and any filed map, plat or survey shall include the language provided in Section 9.4 (“Subsequent Liens on Property; Encumbrance by Conservation Easement”).

The Property may be leased for Agricultural Use to the extent Agricultural Activities are otherwise permitted by the terms of this Conservation Easement.

## **8. CONSERVATION EASEMENT MANAGEMENT, ADMINISTRATION AND CONTINUITY.**

**8.1 Amendment.** This Conservation Easement may be amended only upon the written consent of Grantee and by a recorded instrument signed by the then current Grantor (owner) of the Property (or of the portion of the Property affected by such amendment) and Grantee. Any amendment of this Conservation Easement shall be at the sole and absolute discretion of the Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and only if such amendment: (a) results in a neutral or positive effect on the Conservation Values that are protected by this Conservation Easement; (b) is consistent with the Purposes of this Conservation Easement and with the Grantee’s then current Conservation Easement Amendment Policy; (c) does not affect the perpetual nature of this Conservation Easement; and (d) complies with Article 49, Title 3 of the ECL and any regulations promulgated pursuant thereto. Subject to the foregoing, amendments may include changes necessary to effectuate the Purposes of the Conservation Easement in response to global warming and climate change-caused effects. Grantee shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under the ECL. The Grantor requesting the amendment shall reimburse Grantee for all reasonable expenses, including staff time and reasonable Attorney’s Fees, incurred by Grantee in evaluating, preparing and executing the amendment. Any amendment of this Easement shall also be subject to the prior written consent of both the Town of New Paltz and Ulster County.

### **8.2 Notices and Requests for Approval.**

**8.2.A. Method of Notice.** Any notice or request for approval required or desired to be given under this Conservation Easement shall be in writing and shall be sent: (i) via U.S. Postal Service registered or certified mail, return receipt requested; (ii) via Federal Express or other private courier of national reputation providing written evidence of

delivery; (iii) via email; provided that e-mail notice may not be made to Ulster County and the Town of New Paltz ; or (iv) in any other manner as agreed to in advance by the Grantee. Notices and requests for approval shall be deemed given upon delivery.

Where this Conservation Easement requires prior written notice and / or prior written approval regarding the exercise of reserved rights, the undertaking of activities and uses, and / or as required in Section 8.2.B, said prior written notice and / or request for prior written approval shall be properly addressed to Grantee as follows: to its Executive Director at P.O. Box 208, New Paltz, NY 12561 or said Executive Director's business email address. Grantee's response to said prior written notice and / or request for prior written approval shall be property addressed as follows: (i) if to the original Grantor, at the address set forth above; (ii) if to any subsequent Grantor, at the address of the Property.

Any other notice required by this Conservation Easement shall be properly addressed and sent to: (i) Grantee and the original or subsequent Grantor, as the case may be, at the addresses set forth above, (ii) Ulster County at Ulster County Attorney, PO Box 1800, Kingston, NY 12402, (iii) the Town of New Paltz at New Paltz Town Supervisor, PO Box 550, New Paltz, NY 12561.

Any party can change the address to which notices and requests for approval are to be sent to by duly giving notice pursuant to this Section.

**8.2.B. Requirement for Notices and Requests for Approval.**

***8.2.B.1. Timing and Content of Required Notices and Requests for Approval.*** In order to facilitate the monitoring of this Conservation Easement and to ensure compliance with its terms (for example, without limitation, the Limitations on Impervious Surfaces articulated in Section 6.1.C herein), the Grantor shall give the Grantee at least 30 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any structure or improvement, and before any other action requiring prior notice to or approval by Grantee unless prior written notice and / or prior written approval is expressly not required. As part of its Notice or Request for Approval, the Grantor shall submit, at Grantor's sole cost, sufficient information, including expert reports, to enable the Grantee to confirm that any proposed activities, new structures, enlargements and/or replacements are located within the boundaries of the permitted Use Area, that the Footprint of proposed Impervious Surfaces combined with the Footprint of all other Existing and new permitted Impervious Surface areas would not exceed the Limitations on Impervious Surfaces articulated in Section 6.1.C herein, and any other detailed information reasonably necessary to sufficiently inform Grantee about the scope and nature of Grantor's proposed action. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of proposed structures or improvements. As to the development of public drinking water supply wells, neither Grantor nor Grantee shall be responsible for the cost of any experts, when such experts are required in the reasonable judgment of Grantee, to determine whether the surface and subsurface

exploration for, and development, extraction and removal of public drinking water supplies satisfies the requirements for approval identified in this Section 8.2.B.1

Notices and requests must show that the proposed action: (i) is consistent with the Purposes of this Conservation Easement; (ii) conforms with the permitted uses and restrictions applicable to relevant Use Areas and the other terms and conditions of this Conservation Easement; (iii) would not significantly impair Conservation Values; (iv) would not be unnecessarily located on Viable Agricultural Land; (v) would not otherwise significantly diminish the agricultural production capacity of the Property; and (vi) satisfies the requirements of any additional conditions articulated for specific actions and uses.

**8.2.B.2 Notice for Conveyances, etc.** Grantor agrees to notify Grantee of any conveyance, lease, transfer, or lot line adjustment involving all or any portion of or legal interest in the Property in writing and not less than thirty (30) days in advance of such conveyance, lease, transfer or lot line adjustment.

**8.2.C. Approvals in Writing.** Grantee's decisions to approve or deny approval shall be in Grantee's sole discretion, and Grantee's approval will be valid only if in writing and duly executed on behalf of Grantee, unless expressly provided otherwise herein. Grantee shall give written notification of its decision within thirty (30) days of receipt of a written request for approval, provided that Grantor has supplied sufficient information upon which Grantee may base a decision. Any approval, required or permitted to be given by Grantee under this Conservation Easement shall only be effective if in writing and duly executed by Grantee, provided however that approval shall be deemed granted if Grantor receives no response from Grantee within thirty (30) days of a written request.

**8.3. Continuity.** The Grantee agrees that if it transfers or assigns its interest in this Conservation Easement:

- (i) The interest will be transferred or assigned to SHLT, which is a not-for-profit conservation organization and thus a permissible grantee of a conservation easement within the meaning of Article 49, Title 3 of the ECL and has the power to acquire conservation easements. If SHLT declines to accept the Grantee's interest, such interest shall be transferred or assigned to a not-for-profit conservation organization or public body as those terms are defined in Article 49, Title 3 of the ECL and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Any transfer or assignment of the rights of Grantee, other than to SHLT, shall be subject to the prior written consent of the Town of New Paltz and Ulster County, which consent shall not be unreasonably withheld; and
- (ii) Any transferee or assignee will be required to carry out in perpetuity the Purposes which this Conservation Easement was originally intended to advance.

In the event of the dissolution of any successor or assignee Grantee, the Grantee's interest will be assigned to SHLT. If SHLT declines to accept the Grantee's interest, such interest

shall only be transferred to a public body or to a not-for-profit conservation organization as those terms are defined in Article 49, Title 3 of the ECL.

Unless this Conservation Easement is extinguished, as set forth below, the Grantor agrees that the terms, conditions, restrictions and Purposes of this Conservation Easement will either be incorporated by reference or inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in all or part of the Property. The Grantor shall comply with the terms of Section 10 (“Right of First Refusal”) below.

**8.4. Acts Beyond the Grantor's Control.** The Grantor and the Grantee shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including, without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

**8.5. Enforcement.** Grantee may enforce this Conservation Easement against Grantor or any third party at law or in equity, including, without limitation, pursuant to the ECL, or as otherwise permitted. If there is a violation or threatened violation of this Conservation Easement, Grantee shall notify Grantor and may notify a party in violation or threatening the violation, if such party is not Grantor. At Grantee’s discretion, Grantee may require Grantor to identify and notify any third party causing or threatening a violation of this Conservation Easement.

Upon notification of a violation or threatened violation, Grantor shall act to promptly cure the violation by: (a) ceasing the activity and (b) stabilizing and restoring the Property to the condition before the violation; (c) taking such other action, including but not limited to action against a third-party violator, as directed by Grantee in Grantee’s sole discretion; and (d) in the case of a threatened or continuing violation, refraining from or preventing the activity that would cause the violation. If the violation or threatened violation continues for more than thirty (30) days after notice is given without cure, or at any time if the violation or the threatened violation threatens immediate and irreparable harm to the Conservation Values of the Property that this Conservation Easement is intended to protect, Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to cure it by pursuing all available remedies at law or in equity, or by direct action, including, without limitation, the right to restore the Property to a condition in compliance with this Conservation Easement and the Grantor shall reimburse Grantee for all reasonable expenses incurred to enforce this Conservation Easement and cure the violation including Attorney’s Fees, staff time and any fees and costs of restoration, remediation or other damage correction (“Enforcement Expenses”); provided that 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 Enforcement Expenses.

In the event the terms of this Conservation Easement are violated by the acts of a third party, Grantor agrees, at Grantee’s option, to join in any suit, to assign its right of action to Grantee,

or to appoint Grantee as its attorney-in-fact, and fully cooperate with Grantee for the purposes of pursuing enforcement action against the responsible parties.

Failure to discover a violation or enforce any restriction or covenant herein contained shall in no event be deemed a waiver or estoppel of a right to do so thereafter as to the same violation, or as to one occurring prior to or subsequent thereto. The Grantee may enter the Property to remedy any third-party violation that has not been remedied by the Grantor and may pursue all available legal and equitable remedies against such third-party violator, with reasonable prior notice to the Grantor and at the Grantor's sole cost and expense.

***8.5.A. Third Party Rights of Enforcement of the Town of New Paltz and Ulster County.***

In recognition of the fact that funds are being provided by both the Town of New Paltz and Ulster County for a portion of the cost of the purchase of this Conservation Easement over the Property, the Town and County are each hereby granted third party enforcement rights to enforce the terms of this Easement against any and all owners of the Property, or any part thereof, at law or in equity, without limitation, pursuant to the ECL. In the event that either the Town or County believes that the Grantee has failed to carry out its monitoring responsibility, or to enforce any of the terms of this Easement, the Town or County shall provide notice to the Grantee and the other third party enforcer. The Grantee shall have 45 days to respond to said notice either by carrying out the monitoring or enforcement needs identified by the Town or County or by explaining the Grantee's monitoring and enforcement activities and/or interpretation of the Easement. If the Town or County still believes that a violation has occurred without enforcement or that monitoring needs are still unmet, the Town or County may, in the manner provided in Section 8.9 ("Inspection and Monitoring"), proceed to monitor or inspect the Property and may enforce the terms of the Easement against the Grantor at law or in equity by action in a court of competent jurisdiction. As provided in Section 8.9 ("Inspection and Monitoring"), notification requirements shall not apply when their application may result in significant harm to the Purposes of this Easement. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Town or County for all its reasonable expenses incurred in stopping and correcting the violation, including but not limited to, reasonable Attorney's Fees. The failure of the Town or County to discover a violation or to take immediate legal action shall not bar the Town or County from doing so at a later time. In any case where a court finds no violation has occurred, the Town or County shall reimburse the Grantor for all its reasonable costs including but not limited to reasonable Attorney's Fees. The Grantee will provide to the Town and the County a copy of any notice given to Grantor of any default or a notice of intent to enforce this Easement. The warranties and representations made in this Easement shall be deemed to run to and benefit the Town and County each as holders of a third party enforcement right.

**8.6. Existing Conditions; Baseline Documentation Report.** By its execution of this Conservation Easement, Grantee acknowledges that the present uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring



and enforcement of this Conservation Easement, a Baseline Documentation Report, including photographs, maps and the Conservation Easement Map (Exhibit B), describing such condition at the date hereof, has been prepared and subscribed by both Parties, and a copy thereof is on file with Grantee and Grantor, and Grantor and Grantee have each executed the Certification And Acknowledgement Of Baseline Documentation Report, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. The Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation Report to show a change of conditions.

**8.7 Extinguishment and Condemnation.** Grantor and Grantee stipulate that as of the date of this Easement, Grantee is vested with a real property interest in the Property. Grantor and Grantee hereby recognize that unexpected circumstances may arise that may make impossible or impractical the continued use of the Property in a manner consistent with the Purposes of this Conservation Easement and necessitate extinguishment of this Conservation Easement, in whole or part, pursuant to the provisions of the ECL. If one of the Purposes of this Conservation Easement may no longer be accomplished, that failure of the Purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other Purpose of the Conservation Easement may be accomplished. Grantor and Grantee agree that effects that could be reasonably concluded to have resulted from global warming and climate change shall not be a basis for termination of this Conservation Easement. Extinguishment must be the result of a judicial proceeding in a court of competent jurisdiction and in accordance with all appropriate applicable laws.

Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, and prior to the payment of any costs or expenses associated with such sale, Grantee shall be entitled to receive its share of the gross sale proceeds in an amount at least equal to the Grantee's Percentage Interest as determined under the provisions of Section 8.7.A ("Percentage Interest") herein in priority to the owner of the Property in whom the Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion, and in priority to any other lien or claim encumbering the Property. In the event of a partial termination or partial extinguishment of this Easement, Grantee's Percentage Interest shall be adjusted, accordingly. Until such time as the Grantee receives the proceeds from the Grantor or Grantor's successors or assigns, Grantee shall have a lien against the Property for the amount of the Grantee's Percentage Interest.

Any extinguishment of this Conservation Easement in accordance with the provisions of this Section shall be recorded in the Ulster County Clerk's Office and Grantee shall, upon request, promptly and without charge, execute in recordable form and deliver to Grantor such instrument as Grantor may reasonably request for this purpose.

The owner of the Property in whom the Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion shall bear the responsibility for the payment and satisfaction of any claims or liens against the Property. If Grantee does not

receive its Percentage Interest from the proceeds of such sale, exchange, or involuntary conversion, then Grantee may recover the resulting deficiency from the post-extinguishment owner of the Property in whom the Property is titled at the time of such post-extinguishment sale, exchange, or involuntary conversion. Grantee may record a lien to secure its recovery of such deficiency. All such proceeds received by Grantee shall be distributed to SHLT, the Town and the County as provided herein. In the event of extinguishment or condemnation, the provisions of this Section shall survive. Grantor and Grantee agree that each party shall promptly provide written notice to the other, in accordance with Section 8.2 ("Notices and Requests for Approval") herein, of any extinguishment events or proceeding.

In the event Grantee shall receive payment for all or a portion of its Percentage Interest, Grantee shall pay 33% of the payment received to each SHLT, Town of New Paltz and Ulster County which percentage represents each party's equitable share of the appraised fair market value of this Conservation Easement.

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 Purposes 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 in connection with such taking shall be paid out of the recovered proceeds. Grantee shall be entitled to forty-nine and six-tenths percent (49.6%) of the remaining recovered proceeds.

**8.7.A. Percentage Interest.** For purposes of this Section, Grantor and Grantee stipulate that as of the date of this Conservation Easement, Grantee's vested real property interest in the Property has a fair market value, which fair market value has a stipulated Percentage Interest in the fair market value of the Property (the "Percentage Interest"). Said Percentage Interest is the ratio of the value of the Conservation Easement on the date of this Conservation Easement's execution to the value of the Property without deduction for the value of the Conservation Easement on the date of the Easement's execution, as determined in accordance with the valuation substantiation requirements of Treas. Reg. Section 1.170A-14(h)(3), even though those provisions do not formally apply to this Conservation Easement because it does not involve a donative component, or as may be determined by a court of competent jurisdiction and in accordance with all appropriate applicable laws.

The Percentage Interest is forty-nine and six tenths percent (49.6%), determined at the time of conveyance of this Conservation Easement by dividing the fair market value of this Conservation Easement (\$387,000) by the fair market value of the Property without this Conservation Easement (\$780,000). For purposes of this Section, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the Percentage Interest of Grantee in the fair market value of the

Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the date of this Easement is reserved to Grantor.

**8.7.B. Percentage Share Allocation.** Upon the receipt of the condemnation or extinguishment proceeds, Grantee shall return 33% of the total proceeds each to SHLT, Town of New Paltz and Ulster County (representing each party's share of the purchase price of this Conservation Easement). Notwithstanding the above, to the extent any new structures have been constructed on the Property since the date of this Conservation Easement which are owned by Grantor and add value to the Property, Grantor shall first be compensated out of the proceeds of sale for the value of such structures to the extent they add to the value of the Property (as of the date of conveyance and as determined by an independent appraisal) before the remaining proceeds are divided in the manner provided hereinabove.

**8.8 Perpetuation of this Conservation Easement.** In making this grant the Grantor has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for termination or extinguishment of this Conservation Easement in whole or in part.

**8.9 Inspection and Monitoring.** Grantee, its successors and assigns, shall be primarily responsible for monitoring the Property and enforcement of the Conservation Easement and shall monitor the Property at least annually to ensure compliance with the terms of the Conservation Easement. Grantee shall monitor the Property and enforce the Conservation Easement in accordance with the Land Trust Alliance's Standards and Practices. Grantee and its duly authorized representatives shall have the right to enter the Property at convenient times, in a reasonable manner, and, where practicable, after giving a minimum of forty-eight (48) hours prior notice to Grantor, to inspect for compliance with this Conservation Easement. In the instance of a violation or suspected violation of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the Conservation Values this Conservation Easement is designed to protect, no such advance notice is required. Said inspections shall be carried out by air or on the ground, or both, at Grantee's sole discretion to assure compliance with this Conservation Easement, at least annually; however, the failure to conduct such inspection and monitoring shall in no way be deemed a waiver of any right or remedy of Grantee under this Conservation Easement. A post-monitoring letter summarizing the results of such monitoring shall be provided to the Grantor (or Grantor's successor in interest if Grantor no longer owns the Property).

**8.10 Interpretation.** This instrument is intended to create a "conservation easement" as defined by the ECL, and shall be interpreted consistently with such intention. In the event

any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such "conservation easement" or such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. The Parties agree to construe this Conservation Easement as having been drafted jointly. If any provision in said Conservation Easement is found to be ambiguous, an interpretation consistent with the applicable Purpose or Purposes of said Conservation Easement that would render the provision valid must be favored over any interpretation that would render it invalid.

This Conservation Easement shall be interpreted under the laws of the State of New York and the United States. Any general rule of construction to the contrary notwithstanding, this Conservation Easement must be liberally construed to effect the applicable Purpose or Purposes of the Conservation Easement.

**8.11. No Transfer of Development Rights.** No development rights in and to the Property, or any part thereof, which may remain or which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

**8.12 Subordination.** Grantor warrants to Grantee that this Conservation Easement is being conveyed free and clear of any liens, except as may be duly subordinated to this Conservation Easement, which subordination agreements, if any, shall be acceptable to Grantee, and duly recorded herewith.

**8.13. Warranty of Title.** Grantor warrants that Grantor has good title to the Property, that Grantor has the right to convey this Conservation Easement, and that the Property is free and clear of any encumbrances.

**8.14. Environmental Warranty.** Grantor warrants that to the best of Grantor's actual knowledge (and having received no notice or information to the contrary) that the Property and the activities conducted thereon are in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that to the best of Grantor's actual knowledge (and having received no notice or information to the contrary) there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of any Hazardous Material(s).

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable Attorney's Fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee to Grantor with respect to the Property or any restoration activities carried out by the

Grantee at the Property; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

9. **ADDITIONAL PROVISIONS.**

9.1 **Binding Effect.** The provisions of this Conservation Easement shall run with the land in perpetuity and shall be binding on each Grantor and any party entitled to possession or use of the Property while such party is the Grantor or entitled to possession and use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being Grantor or owners with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of the transferor's ownership or conduct. Likewise, this Conservation Easement confers no liability to any Grantor for monetary damages relating to acts which said Grantor clearly establishes were done by a prior Grantor, but this sentence shall not be construed as limiting the right of Grantee to seek direct action by the current Grantor to cure any violation arising before said Grantor came into title to the Property.

9.2 **Controlling Law.** The interpretation, performance, and enforcement of this Conservation Easement shall be governed by the Laws of the State of New York.

9.3 **Counterparts.** This Conservation Easement may be signed in counterparts or counterpart signature pages and acknowledgments.

9.4 **Subsequent Liens on Property; Encumbrance by Conservation Easement.** No provision of this Easement should be construed as impairing the ability of the Grantor to use this Property, or a portion thereof, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Conservation Easement.

Any subsequent conveyance including, without limitation, the transfer, lease or mortgage of the Property or any part thereof, shall be subject to this Conservation Easement. Any deed or other instrument evidencing or affecting such conveyance shall contain language substantially as follows:

“This {conveyance, lease, mortgage, easement, etc.} is subject to a conservation easement which runs with the land and which was granted to Wallkill Valley Land Trust, Inc., by instrument dated \_\_\_ and recorded \_\_\_\_\_, 2018 in the office of the Clerk of Ulster County at Book \_\_\_\_\_ at Page \_\_\_\_\_.”

The failure to include such language shall not affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property

interest, or other action shall not extinguish this Conservation Easement and Grantee's rights hereunder. Grantor shall provide 30 days' notice to Grantee prior to any such action occurring, but Grantor's failure to provide such notice shall not adversely affect the rights of any holder of any mortgage or other security instruments.

**9.5 Further Acts.** Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under the Conservation Law.

**9.6 Liability; Indemnification.** Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Conservation Easement, for wrongfully and directly, without the participation or consent of the owner, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable Attorney's Fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or Hazardous Materials whatsoever on or under the Property. 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.

**9.7 Perpetual Duration and No Merger.** Except as expressly otherwise provided herein, 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 or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the Parties that this Conservation Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee. In the event the Grantee takes legal title to Grantor's interest in the Property, the Grantee must commit the monitoring and enforcement of the Conservation Easement to a not-for-profit conservation organization or public body as those terms are defined in Article 49, Title 3 of the ECL, which entity has among its purposes the conservation and preservation of land and water areas.

**9.8 Severability.** Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall

be and remain in force and effect. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties hereto intend that there shall be substituted therefor as a part of this Conservation Easement a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

**9.9 Exhibits.** All Exhibits referenced herein are incorporated and made a part of this Conservation Easement.

**9.10 Taxes and Assessments.** The owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills to Grantee upon request.

## **10. RIGHT OF FIRST REFUSAL.**

In order to afford Grantee the opportunity to ensure that the Property remains in Agricultural Use in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right of First Refusal shall be continuing and of perpetual duration during the effectiveness of this Conservation Easement. In the event that the Grantee acquires fee title to the Property, this Conservation Easement shall not be merged into the fee and shall not be extinguished by virtue of such purchase but shall be assigned or transferred to a not-for-profit conservation organization or public body as those terms are defined in Article 49, Title 3 of the ECL, which entity has among its purposes the conservation and preservation of land and water areas.

**10.1. Applicability.** This Right of First Refusal shall not apply to any gift or bequest without consideration, nor to any sale or conveyance of the Property to Relatives of Grantor or to an entity, to include but not limited to, partnerships, corporations, limited liability companies, or trusts, which are controlled by Grantor, relatives of Grantor, or to the equitable owners of a Grantor which is a corporation, partnership, LLC, trust, or other entity. This Right of First Refusal also shall not apply to sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in lieu of foreclosure. This Right of First Refusal also shall not apply to any sale of the Property to a responsible person or persons who, in the reasonable judgment of Grantee, demonstrate(s) an intent and the capability to conduct farming on the Property, which is the production of Crops, Livestock and Livestock Products as defined under Section 301 of the AML, or such successor law as is later promulgated. The Right of First Refusal shall apply to all other proposed sales and conveyances of the Property (including any conveyance by, or of any interest in, a corporation, partnership, LLC or other entity to non-Relative of the equitable owners of the Grantor).

**10.2. Procedure.** The conditions of this Right of First Refusal shall be such that whenever Grantor receives a bona fide offer that Grantor intends to accept, for the sale or other conveyance of all or part of the Property, Grantor shall deliver to Grantee a true copy of the offer in writing, together with such other instruments as may be reasonably required to show

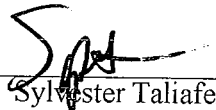


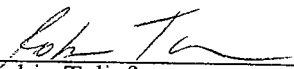
the bona fides of the offer. Grantee may elect to purchase the Property or portion thereof subject to the offer at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty (30)-day period, or if Grantee grants a limited waiver of this Right of First Refusal by providing express written waiver of such right, Grantor may accept the offer as written; provided, however, that if the sale or conveyance is not consummated within 12 months from the date notice of the offer is given to Grantee, then the Right of First Refusal in favor of Grantee shall again apply to the proposed sale or other conveyance. And, if the sale or other conveyance is consummated, this continuing Right of First Refusal shall apply to all future proposed sales or other conveyances. If Grantee receives notice of such an offer, Grantee may assign its right to purchase to SHLT. If Grantee or SHLT elect to purchase, they may cause title to vest in a qualified assignee.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have executed this Conservation Easement this 21<sup>st</sup> day of March, 2018.

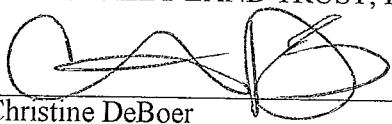
**GRANTOR**

By:   
Sylvester Taliaferro

By:   
Robin Taliaferro

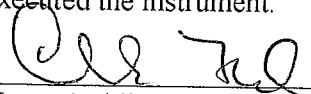
**GRANTEE**

WALLKILL VALLEY LAND TRUST, INC.

By:   
Christine DeBoer  
Executive Director

STATE OF NEW YORK  
COUNTY OF ULSTER

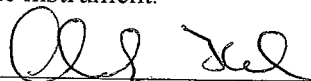
On March 21, 2018, before me, the undersigned, a notary public in and for said State, personally appeared **Sylvester Taliaferro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

CHARLES E. FRANKEL  
Notary Public, State of New York  
Qualified in Orange County  
My Commission Expires March 30, 2019

STATE OF NEW YORK  
COUNTY OF ULSTER

On March 21, 2018, before me, the undersigned, a notary public in and for said State, personally appeared **Robin Taliaferro** 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 his/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.

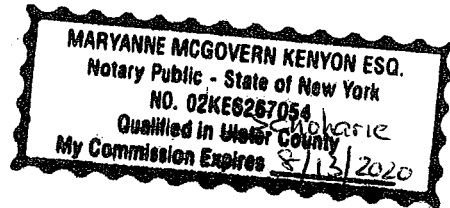
  
Notary Public

CHARLES E. FRANKEL  
Notary Public, State of New York  
Qualified in Orange County  
My Commission Expires March 30, 2019

STATE OF NEW YORK  
COUNTY OF Ulster

On March 21, 2018, before me, the undersigned, a notary public in and for said State, personally appeared **Christine DeBoer** 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 his/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.

Maryanne Mc Govern Kenyon  
Notary Public



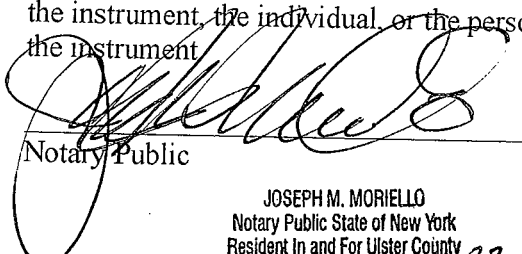
ACKNOWLEDGMENT

THE TOWN OF NEW PALTZ

By: Neil Bettez   
Neil Bettez, Town Supervisor

STATE OF NEW YORK  
COUNTY OF ULSTER

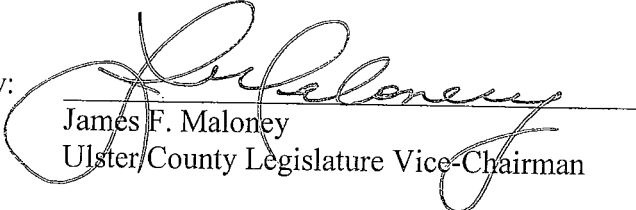
On MARCH 21, 2018, before me, the undersigned, a notary public in and for said State, personally appeared **Neil Bettez** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JOSEPH M. MORIELLO  
Notary Public State of New York  
Resident In and For Ulster County  
Commission Expires March 30, 2022

ACKNOWLEDGMENT

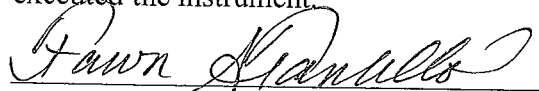
ULSTER COUNTY

By:   
James F. Maloney  
Ulster County Legislature Vice-Chairman

STATE OF NEW YORK

COUNTY OF Ulster

On 20<sup>th</sup> Day March 2018, before me, the undersigned, a notary public in and for said State, personally appeared **James F. Maloney** 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/she executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

FAWN A. TANTILLO  
Notary Public, State of New York  
Qualified in Ulster County  
Registration No. 01TA6153636  
Commission Expires 10/10/2018

ACKNOWLEDGMENT

THE SCENIC HUDSON LAND TRUST, INC.

By: [Signature]  
Jason Camporese  
Chief Finance and Operations Officer

By: [Signature]  
Seth McKee  
Land Conservation Director

STATE OF NEW YORK  
COUNTY OF Dutchess

On March 20, 2018, before me, the undersigned, a notary public in and for said State, personally appeared **Jason Camporese** 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/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Nicholas P. Bona  
Notary Public, State of New York  
No. 01B06311303  
Qualified in Ulster County  
Commission Expires September 15, 2018

STATE OF NEW YORK  
COUNTY OF Ulster

On March 21, 2018, before me, the undersigned, a notary public in and for said State, personally appeared **Seth McKee** 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/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

MARYANNE MCGOVERN KENYON ESQ.  
Notary Public - State of New York  
NO. 02KE6287054  
Qualified in Ulster County  
My Commission Expires 8/13/2020

## **EXHIBITS**

Exhibit A: "Legal Description and Survey of Property"

Exhibit B: "Conservation Easement Map"

Exhibit C: "Legal Description of Farmstead Complexes and Resource Protection Area"

Exhibit D: "Certification And Acknowledgement of Baseline Documentation Report"

### **AFTER RECORDING RETURN TO:**

Christine DeBoer

Executive Director

Wallkill Valley Land Trust, Inc.

P.O. Box 208

New Paltz, NY 12561

**Exhibit A: Legal Description and Survey of Property**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York, as shown on a map Entitled "Survey of Conservation Easement –on Lands of Sylvester & Robin Taliaferro – 187 Plains Road – Town of New Paltz Ulster County, New York" – Scale 1"=80' – Dated January 22, 2018, Revised to 2/28/2018 and prepared by LRC Group, and being more fully described as follows:

Beginning at a point in the center line of Plains Road, said point being the northeasterly corner of herein described parcel.

Thence running the following 3 (three) courses and distances along the center line of Plains Road, said center line also being the westerly property line of lands now or formerly of Teresita Chandler, Jeffrey and Teresa Logan, Brett and Laure Crompton, Frank Laronica and Amanda Paul, and Colleen Kelly, in part by each: S 22°32'12" W 282.43 feet, S 22°08'12" W 288.06 feet, and S 21°54'39" W 341.37 feet to the northeasterly corner of land now or formerly of James F. Sr. and Veronica J. Dodd, said point also being the southeasterly corner of herein described parcel;

Thence running the following 10 (ten) courses and distances along lands now or formerly of James F. Sr. and Veronica J. Dodd, Stephen and Pamela Regan, and again by James F. Sr. and Veronica J. Dodd, in part by each: N 63°17'22" W 572.26 feet, N 63°04'10" W 270.63 feet, N 68°12'02" W 45.62 feet, N 62°04'00" W 83.46 feet, N 67°41'06" W 40.99 feet, N 60°12'56" W 134.11 feet, N 66°32'22" W 85.10 feet, N 62°10'19" W 119.92 feet, N 65°12'46" W 191.34 feet and N 72°38'57" W 291+/- feet to point in the centerline of the Wallkill River, said point being the northwesterly corner of land now or formerly of James F. Sr. and Veronica J. Dodd, and the southwestly corner of herein described parcel;

Thence running northerly along the centerline of Wallkill River as it bends and curves, 657 feet +/-, said centerline being the easterly property line of land now or formerly of Peter Ferrante, Robert Ferrante, Sande Ferrante and Timothy Ferrante to a point, said point being the southwestly corner of property now or formerly of The Charles Nielson Revocable Living Trust, said point also being the northwesterly corner of herein described parcel;

Thence running the following 4 (four) courses and distances along lands now or formerly of The Charles Nielson Revocable Living Trust, William Crans, and Plains Road, in part by each: S 73°12'30" E 774+/- feet to a point in a stone wall, S 72°27'19" E 276.76 feet to a rebar at the end of a stone wall, S 73°02'52" E 608.69 feet to a 20" Spruce tree, said Spruce Tree being the southwestly corner of land now or formerly of William Crans, and S 73°03'12" E 246.52 feet to a point in the center line of Plains Road, said point being the point or place of beginning.

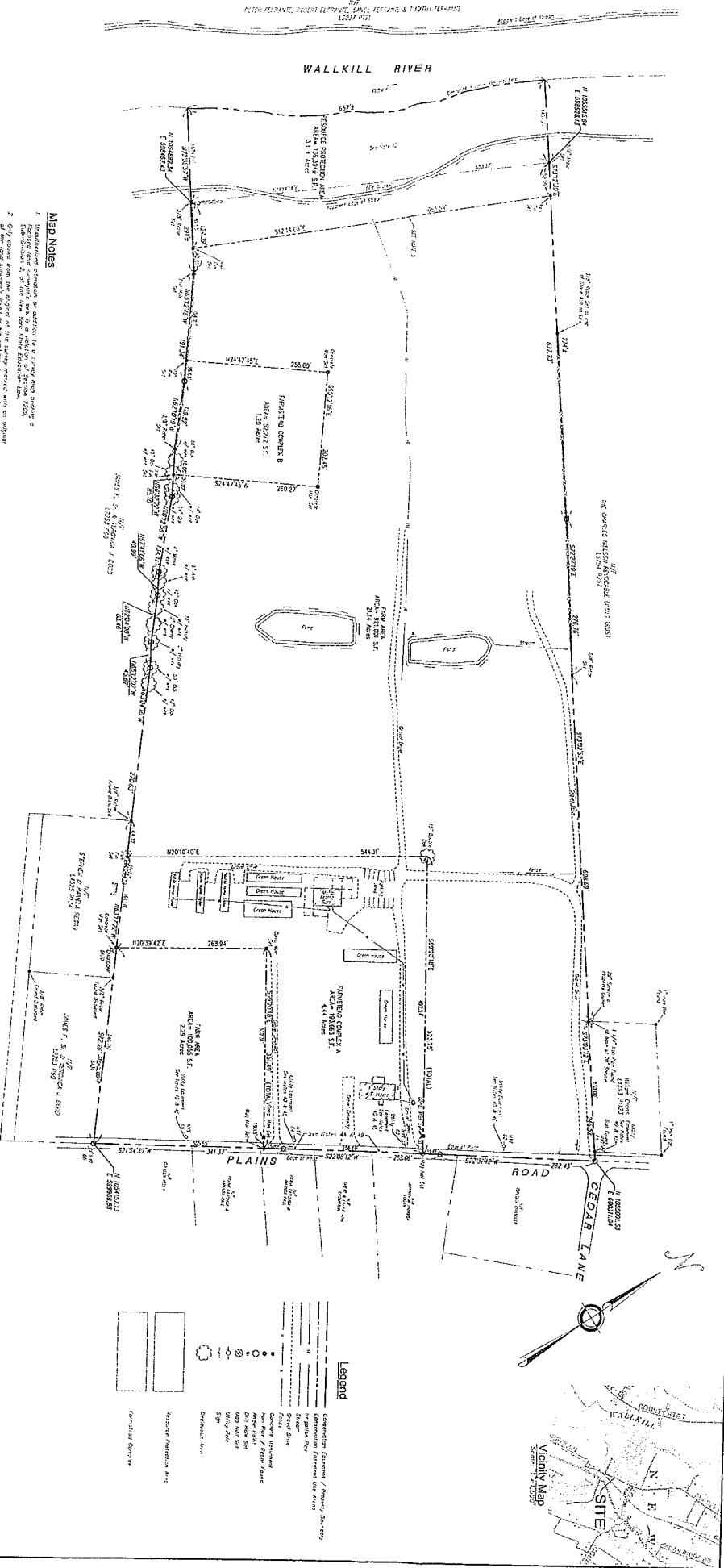


Being the same premises as conveyed by Twin Star Farms, Inc., to Sylvester Taliaferro and Robin Taliaferro by deed dated the 21<sup>st</sup> day of September, 1995 and recorded in the Ulster County Clerk's Office on the 25<sup>th</sup> day of September in Liber 2526 of deeds at page 283.

Containing  
32.2+/- Acres.



EXHIBIT IS



- MAP NOTES**
1. Surveyed and shown in accordance with the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  2. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  3. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  4. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  5. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  6. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  7. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  8. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  9. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.
  10. The boundaries shown on this map are the boundaries of the parcels as shown on the Surveying and Mapping Law, Chapter 10 of the New York State Education Law.

**Dead References**  
 Labor 2556 Page 283  
 Total Conservation Easement Area  
 Including Farmstead Complexes,  
 Farm Area, and Resource Protection  
 Area  
 33.24 Acres



Parcel No.	Area (Acres)	Owner	Notes
1	0.12	State of New York	Conservation Easement
2	0.15	State of New York	Conservation Easement
3	0.18	State of New York	Conservation Easement
4	0.21	State of New York	Conservation Easement
5	0.24	State of New York	Conservation Easement
6	0.27	State of New York	Conservation Easement
7	0.30	State of New York	Conservation Easement
8	0.33	State of New York	Conservation Easement
9	0.36	State of New York	Conservation Easement
10	0.39	State of New York	Conservation Easement
11	0.42	State of New York	Conservation Easement
12	0.45	State of New York	Conservation Easement
13	0.48	State of New York	Conservation Easement
14	0.51	State of New York	Conservation Easement
15	0.54	State of New York	Conservation Easement
16	0.57	State of New York	Conservation Easement
17	0.60	State of New York	Conservation Easement
18	0.63	State of New York	Conservation Easement
19	0.66	State of New York	Conservation Easement
20	0.69	State of New York	Conservation Easement
21	0.72	State of New York	Conservation Easement
22	0.75	State of New York	Conservation Easement
23	0.78	State of New York	Conservation Easement
24	0.81	State of New York	Conservation Easement
25	0.84	State of New York	Conservation Easement
26	0.87	State of New York	Conservation Easement
27	0.90	State of New York	Conservation Easement
28	0.93	State of New York	Conservation Easement
29	0.96	State of New York	Conservation Easement
30	0.99	State of New York	Conservation Easement
31	1.02	State of New York	Conservation Easement
32	1.05	State of New York	Conservation Easement
33	1.08	State of New York	Conservation Easement
34	1.11	State of New York	Conservation Easement
35	1.14	State of New York	Conservation Easement
36	1.17	State of New York	Conservation Easement
37	1.20	State of New York	Conservation Easement
38	1.23	State of New York	Conservation Easement
39	1.26	State of New York	Conservation Easement
40	1.29	State of New York	Conservation Easement
41	1.32	State of New York	Conservation Easement
42	1.35	State of New York	Conservation Easement
43	1.38	State of New York	Conservation Easement
44	1.41	State of New York	Conservation Easement
45	1.44	State of New York	Conservation Easement
46	1.47	State of New York	Conservation Easement
47	1.50	State of New York	Conservation Easement
48	1.53	State of New York	Conservation Easement
49	1.56	State of New York	Conservation Easement
50	1.59	State of New York	Conservation Easement
51	1.62	State of New York	Conservation Easement
52	1.65	State of New York	Conservation Easement
53	1.68	State of New York	Conservation Easement
54	1.71	State of New York	Conservation Easement
55	1.74	State of New York	Conservation Easement
56	1.77	State of New York	Conservation Easement
57	1.80	State of New York	Conservation Easement
58	1.83	State of New York	Conservation Easement
59	1.86	State of New York	Conservation Easement
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66	2.07	State of New York	Conservation Easement
67	2.10	State of New York	Conservation Easement
68	2.13	State of New York	Conservation Easement
69	2.16	State of New York	Conservation Easement
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72	2.25	State of New York	Conservation Easement
73	2.28	State of New York	Conservation Easement
74	2.31	State of New York	Conservation Easement
75	2.34	State of New York	Conservation Easement
76	2.37	State of New York	Conservation Easement
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78	2.43	State of New York	Conservation Easement
79	2.46	State of New York	Conservation Easement
80	2.49	State of New York	Conservation Easement
81	2.52	State of New York	Conservation Easement
82	2.55	State of New York	Conservation Easement
83	2.58	State of New York	Conservation Easement
84	2.61	State of New York	Conservation Easement
85	2.64	State of New York	Conservation Easement
86	2.67	State of New York	Conservation Easement
87	2.70	State of New York	Conservation Easement
88	2.73	State of New York	Conservation Easement
89	2.76	State of New York	Conservation Easement
90	2.79	State of New York	Conservation Easement
91	2.82	State of New York	Conservation Easement
92	2.85	State of New York	Conservation Easement
93	2.88	State of New York	Conservation Easement
94	2.91	State of New York	Conservation Easement
95	2.94	State of New York	Conservation Easement
96	2.97	State of New York	Conservation Easement
97	3.00	State of New York	Conservation Easement
98	3.03	State of New York	Conservation Easement
99	3.06	State of New York	Conservation Easement
100	3.09	State of New York	Conservation Easement

**SURVEY OF CONSERVATION EASEMENT ON LANDS OF SYL VESTER & ROBIN TALACIERO**  
 87 PLAINS ROAD  
 TOWN OF NEW PALTZ  
 ULSTER COUNTY, NEW YORK

EX-1

## **Exhibit C: Legal Description of Farmstead Complexes and Resource Protection Area**

### **Farmstead Complex A**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York and shown as Farmstead Complex A on a map Entitled "Survey of Conservation Easement –on Lands of Sylvester & Robin Taliaferro – 187 Plains Road – Town of New Paltz Ulster County, New York" – Scale 1"=80' – Dated January 22, 2018, Revised to 2/28/2018 and prepared by LRC Group, and being more fully described as follows:

Beginning at a point in the center line of Plains Road, said point being the northeast corner of herein described Farmstead Complex A, as shown on said map;

Thence running the following 2 (two) courses and distances along the centerline of Plains Road, said centerline also being the westerly property lines of lands now or formerly of Jeffrey and Theresa Logan, Brett and Laurie Ann Crompton, and Frank Laronica and Amanda Paul: S 22°08'12" W 256.60 feet, and S 21°54'39" W 35.82 feet, in part by each, to a mag nail set in the centerline of Plains Road;

Thence running the following 2 (two) courses and distances along the northerly and westerly lines of Farm Area as shown on said map; N 69°20'18" W 351.49 feet to a concrete monument, and S 20°39'42" W 268.94 feet to a concrete monument set in the northerly property line of land now or formerly of Stephen and Pamela Regan, said monument being the southwesterly corner of herein described parcel;

Thence running N 63°31'22" W 161.18 feet along land now or formerly of Stephen and Pamela Regan to an iron pin;

Thence running the following 2 (two) courses and distances along the easterly and southerly lines of Farm Area as shown on said map; N 20°10'40" E 544.31 feet to a 18" double oak, and S 69°20'18" E 523.75 feet to a mag nail set in the centerline of Plains Road, said point being the point or place of beginning.

Containing 193,663 sq. ft.  
4.44 Acres.

### **Farmstead Complex B**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York, shown as Farmstead Complex B on a map Entitled "Survey of Conservation Easement –on Lands of Sylvester & Robin Taliaferro – 187 Plains Road – Town of New Paltz, Ulster County, New York" – Scale 1"=80' – Dated January 22, 2018, Revised to 2/28/2018 and prepared by LRC Group, and being more fully described as follows:

Beginning at a point, said point being an iron pin marking the southeasterly corner of herein described Farmstead Complex B, said point also being on the northerly property line of land now or formerly of James F. Sr. and Veronica J. Dodd located 1186 feet +/- from a point in the center line of Plains Road as measured westerly along lands now or formerly of James F. Sr. and Veronica J. Dodd, and Stephen and Pamela Regan;

Thence running the following 3 (three) courses and distances along land now or formerly of James F. Sr. and Veronica J. Dodd: N 66°32'22" W 46.08 feet to a 3/8" rebar, N 62°10'19" W 119.92 feet and N 65°12'46" W 36.63 feet to an iron pin marking the southwesterly corner of herein described parcel;

Thence running the following 3 (three) courses and distances through the Farm Area, as shown on said map: N 24°47'45" E 255.00 feet to a concrete monument, S 65°12'16" E 202.45 feet to a concrete monument, and S 24°47'45" W 260.27 feet to an iron pin marking the southeasterly corner of herein described parcel, said point being the point or place of beginning.

Containing  
52,272 sq. ft.  
1.20 Acres.

### **Resource Protection Area**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York, shown as Resource Protection Area on a map Entitled "Survey of Conservation Easement -on Lands of Sylvester & Robin Taliaferro - 187 Plains Road - Town of New Paltz Ulster County, New York" - Scale 1"=80' - Dated January 22, 2018, Revised to 2/28/2018 and prepared by LRC Group, and being more fully described as follows:

Beginning at a point, said point being an iron pin marking the southeasterly corner of herein described Resource Protection Area, said point also being on the northerly property line of land now or formerly of James F. Sr. and Veronica J. Dodd located 1452 feet +/- from a point in the center line of Plains Road as measured westerly along lands now or formerly of James F. Sr. and Veronica J. Dodd, and Stephen and Pamela Regan;

Thence running N 72°38'57" W 248 feet +/- along land now or formerly of James F. Sr. and Veronica J. Dodd to a point in the centerline of Wallkill River, said point being the southwesterly corner of herein described parcel;

Thence running northerly along the centerline of Wallkill River as it bends and curves, 657 feet +/-, said centerline being the easterly property line of land now or formerly of Peter Ferrante, Robert Ferrante, Sande Ferrante and Timothy Ferrante to a point, said point being the southwesterly corner of property now or formerly of The Charles Nielson Revocable Living Trust, said point also being the northwesterly corner of herein described parcel;

Thence running S 73°12'30" E 205 feet +/- along land now or formerly of The Charles Nielson Revocable Living Trust, to an iron pin set, said pin being the northeasterly corner or herein described parcel;

Thence running S 12°14'08" E 655.59 feet, as shown on said map to the point or place of beginning.

Containing  
136,394 +/- sq. ft., 3.1 +/- Acres.



*1. Acknowledgments and Declarations*

Baseline Documentation Report Team

Julia Palmer (name), Wallkill Valley Land Trust, Director of Land Stewardship (title)

Christine DeBoer (name), Wallkill Valley Land Trust, Executive Director (title)

Location of the original document

The original signed Baseline Documentation Report (BDR) is to be stored in a secure location within the Wallkill Valley Land Trust fireproof safe kept off premises in Gardiner, New York.

Declarations

*I. Declarations of Accuracy*

This Baseline Documentation Report (consisting of 158 pages including the Table of Contents, text, the conservation easement document and attachments, survey and property description, maps, photographs, and any appendices) is prepared to document the current status of the Sylvester Taliaferro and Robin Taliaferro (aka "Taliaferro Farms") Conservation Easement property, held by Wallkill Valley Land Trust, Inc., a New York 501(c)(3), non-profit organization.

We declare that, in the preparation of this Baseline Documentation Report, we acted under and fulfilled our duty to gather and record the information contained herein accurately and in the regular course of the business of Wallkill Valley Land Trust, Inc. Further, we declare that the information contained herein accurately reflects our personal knowledge gained by walking the property, research of available documents, and aerial photographs and other maps from Ulster County Parcel Viewer, USGS, Google Earth, and The Scenic Hudson Land Trust, Inc. We declare that the information contained herein, including all photographs, maps and documents, was recorded at or near the time that the information was obtained and accurately describes the conditions of the physical features and uses of the Easement Property at the time of this report. We declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

Julia Palmer March 21, 2018  
By: Julia Palmer Date  
Title: Wallkill Valley Land Trust, Director of Land Stewardship

Christine DeBoer March 21, 2018  
By: Christine DeBoer Date  
Title: Wallkill Valley Land Trust, Executive Director

Exhibit D

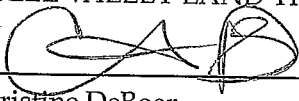
## II. Declaration of Reliance and Certification of Record

I, Christine DeBoer declare that Wallkill Valley Land Trust, Inc. adopts, has relied upon, and will rely upon the information contained within this report to describe the current condition of the Easement Property.

Further, I certify that the preparation of this document complies with our general procedures for creating and maintaining business records, and specifically with our procedures for the creation of baseline documentation reports. It is the regular business practice of Wallkill Valley Land Trust, Inc. to create a baseline documentation report for each new conservation easement we obtain and file. Each baseline documentation report is up to LTA standards and must be able to serve as a valid legal document to defend the easement property. This document was prepared in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

WALLKILL VALLEY LAND TRUST, INC.

  
\_\_\_\_\_  
By: Christine DeBoer  
Title: Wallkill Valley Land Trust, Executive Director


March 21, 2018  
Date

## III (a). Declaration of Acceptance of Land Owner

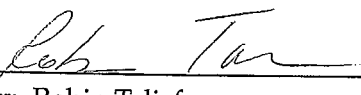
We, Sylvester and Robin Taliaferro, are the current owners of the Property subject to the conservation easement dated March 21, 2018 held by Wallkill Valley Land Trust, Inc. We have read and independently reviewed the maps, photographs and documents that comprise this Baseline Documentation Report and declare that this report accurately describes the status of the physical features and uses of the Easement Property at the time of the report.

We declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

OWNER

  
\_\_\_\_\_  
By: Sylvester Taliaferro  
Title: Owner

3-21-18  
Date

  
\_\_\_\_\_  
By: Robin Taliaferro  
Title: Owner

3-21-18  
Date





*III (b). Declaration of Acceptance of Town of New Paltz*

I, Neil Bettes, declare that the Town of New Paltz has read and independently reviewed the maps, photographs and documents that comprise this Baseline Documentation Report for the Sylvester Taliaferro and Robin Taliaferro (aka "Taliaferro Farms") Property subject to the conservation easement dated March 21, 2018 held by Wallkill Valley Land Trust, Inc. and declare that this report accurately describes the conditions of the physical features and uses of the Easement Property at the time of the report.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

Town of New Paltz

Neil Bettes  
By: Neil Bettes  
Title: Supervisor

21-Mar-18  
Date



III. (b) Declaration of Acceptance of Town of New Paltz

I, \_\_\_\_\_, declare that the Town of New Paltz has read and independently reviewed the maps, photographs and documents that comprise this Baseline Documentation Report for the Sylvester Taliaferro and Robin Taliaferro (aka "Taliaferro Farms") Property subject to the conservation easement dated March 21, 2018 held by Wallkill Valley Land Trust, Inc. and declare that this report accurately describes the conditions of the physical features and uses of the Easement Property at the time of the report.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

Town of New Paltz

By: \_\_\_\_\_

Date \_\_\_\_\_

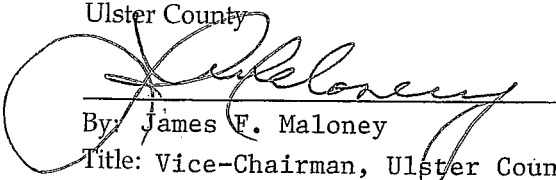
Title: \_\_\_\_\_

III. (c) Declaration of Acceptance of Ulster County

I, James F. Maloney declare that Ulster County has read and independently reviewed the maps, photographs and documents that comprise this Baseline Documentation Report for the Sylvester Taliaferro and Robin Taliaferro (aka "Taliaferro Farms") Property subject to the conservation easement dated March 21, 2018 held by Wallkill Valley Land Trust, Inc. and declare that this report accurately describes the conditions of the physical features and uses of the Easement Property at the time of the report.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

Ulster County

  
By: James F. Maloney

3/20/18  
Date

Title: Vice-Chairman, Ulster County Legislature

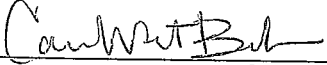


*III (d). Declaration of Acceptance of The Scenic Hudson Land Trust, Inc.*

I, Cari Watkins-Bates, declare that The Scenic Hudson Land Trust, Inc. has read and independently reviewed the maps, photographs and documents that comprises this Baseline Documentation Report for the Sylvester Taliaferro and Robin Taliaferro (aka "Taliaferro Farms") Property subject to the conservation easement dated March 21, 2018 held by Wallkill Valley Land Trust, Inc. and declare that this report accurately describes the conditions of the physical features and uses of the Easement Property at the time of the report.

I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct and that this declaration was executed on March 21, 2018.

The Scenic Hudson Land Trust, Inc.

      3/21/2018  
By: Cari Watkins-Bates      Date  
Title: Assistant Land Conservation Director