

**RECIPROCAL DECLARATION OF ACCESS EASEMENT
AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made the 26th day of February, 2013, between the ARCHDIOCESE OF NEW YORK, with offices at 1011 First Avenue, New York, New York 10022 (the "ARCHDIOCESE" or "ARCHDIOCESE Grantor"), the CITY OF BEACON, a New York municipal corporation, having an address at One Municipal Plaza, Suite 1, Beacon, New York (the "City" or "City Grantor") (together, the ARCHDIOCESE Grantor and the City Grantor are hereinafter referred to as the "Grantors") and WILLIAM BURKE, MARY MURPHY, DAVID BURKE, ELIZABETH GOBBELET, having an address at 162 Hiddenbrooke Drive, Beacon, New York ("BURKE"), JAMES and ERIN VAN BUREN, having an address at 171 Hiddenbrooke Drive, Beacon, New York ("VAN BUREN") and JONATHAN MILLER, having an address of 100 Hiddenbrooke Drive ("MILLER"), (together, BURKE, VAN BUREN and MILLER are hereinafter referred to as the "Grantees").

WITNESSETH:

WHEREAS, the ARCHDIOCESE is the owner in fee simple of certain real property located in the City of Beacon, County of Dutchess and State of New York, which is designated as New Parcel 1 on the Subdivision Plat of Hidden Brook, prepared by Badey and Watson Surveying and Engineering, P.C., dated November 23, 2011, further identified as Parcel No. 6054-02-609885, and further filed as Map #6553B on February 14, 2013, in the Dutchess County Clerk's Office consisting of approximately 36.658 acres of land, with an address of 89 Hiddenbrooke Drive ("Archdiocese Parcel"); and

WHEREAS, the Archdiocese Parcel is, as of the date of the signing of this Agreement, occupied by the Monastery of the Discalced Carmelite Order, a monastic religious order dedicated to religious service in the form of silence and solitude which requires a minimal amount of intrusion or disturbance in furtherance of its religious purpose; and

WHEREAS, the CITY is the owner in fee simple of certain real property located in the City of Beacon, County of Dutchess and State of New York, designated as Parcel 2A on the Subdivision Plat of Hidden Brook, prepared by Badey and Watson Surveying and Engineering, P.C., dated November 23, 2011, to reflect the further subdivision of New Parcel 2, consisting of approximately 88.499 acres of land with an address of 1 Hiddenbrooke Drive and a metes and bounds description set forth at Schedule "B" ("City Parcel"); and

WHEREAS, the VAN BURENS are the owners in fee simple of certain real property located in the City of Beacon, County of Dutchess and State of New York, designated as Parcel No. 6054-02-807897, consisting of approximately 5 acres of land with an address of 171 Hiddenbrooke

Drive and a metes and bounds description set forth at Schedule "C," which property is commonly known as being located at the end of Hiddenbrooke Drive ("Van Buren Parcel"); and

WHEREAS, BURKE is the owner in fee simple of certain real property located in the City of Beacon, County of Dutchess and State of New York, designated as Parcel 6054-02-809876, consisting of approximately 7 acres of land with an address of 192 Hiddenbrooke Drive and a metes and bounds description set forth at Schedule "D," which property is commonly known as being located on Hiddenbrooke Drive past the Miller Parcel but before the Van Buren Parcel ("Burke Parcel"); and

WHEREAS, MILLER is the owner in fee simple of certain real property located in the City of Beacon, County of Dutchess and State of New York, designated as Parcel 2B on the Subdivision Plat of Hidden Brook, prepared by Badey and Watson Surveying and Engineering, P.C., dated November 23, 2011, consisting of approximately 2 acres of land with an address of 100 Hiddenbrooke Drive and a metes and bounds description set forth at Schedule "E," which property is commonly known as being located on Hiddenbrooke Drive past the Archdiocese Parcel but before the Burke Parcel and the Van Buren Parcel ("Miller Parcel"); and

WHEREAS, the Miller Parcel has been created from the City Parcel and will be transferred by the City either simultaneously herewith or immediately thereafter; and

WHEREAS, Hiddenbrooke Drive is an existing road which, as delineated on the Subdivision Plat of Hidden Brook, prepared by Badey and Watson Surveying and Engineering, P.C., dated November 23, 2011, traverses City Parcel 2A from DePuyster Avenue and continues over New Parcel 1 ("Archdiocese Parcel") and thereafter continues over City Parcel 2A; and,

WHEREAS, Hiddenbrooke Drive road currently provides a means of access for the Archdiocese Parcel, Burke Parcel, Van Buren Parcel, Miller Parcel and the City Parcel from Depuyster Avenue; and

WHEREAS, on the date hereof, the Parties have agreed that the Archdiocese Parcel and the City Parcel shall be subject to certain easements, each as set forth below; and

NOW, THEREFORE, (i) the ARCHDIOCESE hereby declares that the Archdiocese Parcel shall be held, sold, conveyed, transferred and occupied subject to the easements as set forth below; and (ii) the CITY hereby declares that the City Parcel shall be held, sold, conveyed, transferred and occupied subject to the easements as set forth below.

Section 1. Definitions. Certain capitalized terms used in this Declaration have the following meanings:

- (a) "Declaration" shall mean and refer to this instrument.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel (whether or not such Parcel is improved).

(c) "2012 Subdivision Map" shall mean and refer to that certain subdivision map entitled "Subdivision Plat prepared for the City of Beacon" prepared by Badey & Watson Surveying and Engineering, P.C., dated November 23, 2011, , and filed in the Office of the Dutchess County Clerk as Map No. 6553B on February 14, 2013.

(d) "Access Easement Area" shall mean and refer to that portion of Parcel 2A and New Parcel 1, as such parcels are shown on the 2012 Subdivision Map, consisting of a roadway (and extending not more than 10 feet on both sides from the center line), designated as "Centerline of Access Easement as it Appears on Filed Maps Nos. 6392 and 6553" on the 2012 Subdivision Map and as also described in Liber 1577 of Deeds at Page 707.

(e) "Burke Relative" as used in this agreement, shall be defined as a blood relative of the children of Elsie Burke and shall include the children, grandchildren or legal spouse of the children of Elsie Burke.

(f) "Van Buren Relative" as used in this agreement, shall be defined as a child, grandchild, legal spouse, parent, or sibling of James or Erin Van Buren.

(g) "Miller Relative" as used in this agreement, shall be defined to include any lawful brother, sister, child, grandchild or legal spouse of Jonathan Miller.

Section 2. Declaration of Easements over Archdiocese Parcel.

(a) The ARCHDIOCESE hereby declares that the portion of Hiddenbrooke Drive which lies on the Archdiocese Parcel (i.e., New Parcel 1) is subject to a perpetual easement in, to and over the Access Easement Area as shown on the 2012 Subdivision Map, in favor of Grantees solely for the purpose of expeditious ingress to and egress from their respective Parcels to Depuyster Avenue, City of Beacon, New York, by foot, bicycle, horse, or motor vehicle; and

- i. The Access Easement is to be used for ingress and egress only by the occupants of the residences on the Parcels and/or their invitees and does not grant any permission to the occupants to use the Access Easement for recreational uses, which includes but is not limited to hiking, strolling or recreational bike riding; however, such limitation will not apply if such walking, hiking, bike riding is performed in conjunction with ingress to and egress from the Parcel aforementioned under Section 2(a). The limitation of this Access Easement to

necessary ingress and egress is specifically limited for the purposes of preserving the silence and solitude which is crucial to the monastic purpose of the Carmelites.

(b) The ARCHDIOCESE hereby declares that the Archdiocese Parcel is subject to a perpetual easement in, to and over the Access Easement Area as shown on the 2012 Subdivision Map, in favor of the CITY (i) for police, fire, ambulance and other emergency vehicles; (ii) for the purpose of snow plowing; (iii) for the CITY's maintenance and repair obligations as set forth herein; and (iv) for other official business of the CITY.

Section 3. Declaration of Easements over City Parcel.

(a) The CITY hereby declares that the City Parcel (i.e., Parcel 2A) is subject to a perpetual easement in, to and over the Access Easement Area as shown on the 2012 Subdivision Map, beginning at the Access Easement Area's intersection with DePuyster Avenue and continuing to the point where the Access Easement Area meets the southern property line of the Archdiocese Parcel, in favor of Grantees and/or their invitees and the ARCHDIOCESE and/or their invitees solely for the purpose of ingress to and egress from DePuyster Avenue, City of Beacon, New York, to their Parcels by foot, bicycle, horse, or motor vehicle, but excluding any type of recreational use; and

i. The easement over the City Parcel for the benefit of the Archdiocese and the Grantees shall be limited to the current use of the parties and, in regard to MILLER, also subject to any rights provided to MILLER in the stipulation of settlement in Gatehouse Realty, Inc., et al. v. Preshrock Corp., et al., (Index No. 2009-3113) and any subsequent material change in use that may intensify the burden on the easement shall not be authorized unless a future written agreement is subsequently executed by the parties.

(b) The CITY hereby declares that the City Parcel is further subject to a perpetual easement in, to and over the Access Easement Area as shown on the 2012 Subdivision Map, beginning at the point where the Access Easement Area meets the easterly property line of the Archdiocese Parcel and continuing east to the point where the Access Easement Area meets the western property line of the Burke Parcel, in favor of Grantees and/or their invitees solely for the purpose of ingress to and egress from their respective Parcels to Depuyster Avenue, City of Beacon, New York, by foot, bicycle, horse or motor vehicle, but excluding any type of recreational use, except that the easement in favor of MILLER shall not extend beyond the intersection of the Access Easement Area and the existing driveway located on the Miller Parcel, as shown on the 2012 Subdivision Map.

Section 4. Maintenance and Repair of the Entire Access Easement Area for both the CITY Parcel and the ARCHDIOCESE Parcel.

(a) The CITY shall be responsible to repair, restore and otherwise maintain as a paved roadway and keep clear of all debris, (including snow) the Access Easement Area described in

Section 3(a) and 3(b) above as well as Parcel 1 owned by the ARCHDIOCESE described in Section 2. The Parties agree that the CITY shall exercise its maintenance and repair obligations such that they shall not take priority over the CITY'S obligations to maintain and repair primary and secondary public roads, streets and highways in the City of Beacon, including snow plowing obligations. In the event the Archdiocese Parcel is transferred to a non-religious entity thereby resulting in the burden on the use of the easement being intensified, pursuant to the provision of Section 3(a)(i) above, , the CITY and the Owner of the Archdiocese Parcel shall share equally the cost of repairing restoring and otherwise maintaining as a paved roadway and keep clear of debris (including snow) the Access Easement described in Section 3(a) above as well as Parcel 1 owned by the ACHDIOCESE described in Section 2 above.

(b) In exchange for the rights and benefits identified in subparagraph (a) above, the VAN BUREN, BURKE, MILLER and the ARCHDIOCESE each agree to pay to the CITY the sum of \$500.00 annually, which will be billed to them by the CITY. The first payment shall be due on the next billing quarter after this Agreement is fully executed by all parties. The CITY retains the right to review and increase the aforementioned amount billed no more than once every five years to reflect cost of living increases as established by the consumer price index ("CPI"). In that event, the CITY will notify the Parties of any increase to be effective for the next calendar year. Irrespective of the CPI, the Parties acknowledge and agree that the assessed amount shall not fall below \$500.00 as set forth herein. In the event that the Archdiocese Parcel ceases to be used for religious purposes as provided in subparagraph (a) above, it is acknowledged that the Grantees will not be released from their obligations set forth herein. The failure of any party to pay the annual maintenance assessment within thirty (30) days after being billed it is acknowledged by the parties the CITY'S right and ability to bring an action to collect payment as allowed by law, as it deems appropriate against the non-paying party.

(c) The Parties acknowledge that in exchange for certain promises and covenants contained herein, the CITY shall make certain improvements to the Access Easement Area, the particulars of which are set forth Schedule "A" attached hereto. The Parties further acknowledge that the work to be performed shall be completed in a timely manner subject to all reasonable delays, and draws on the CITY resources and reserves, including without limitation all delays caused by inclement weather. However, notwithstanding same, it is anticipated that all such work will be reasonably completed within a one (1) year period.

(d) In exchange for the promises contained herein, Miller shall pay the CITY the sum of Fifteen Thousand (\$15,000.00) Dollars to be paid in four (4) quarterly payments over a one year period with the first payment being due on the next quarterly billing cycle after this Agreement is fully executed by all parties.

(e) In exchange for the promises contained herein, Burke and Van Buren shall each pay the City the sum of Eighteen Thousand (\$18,000.00) Dollars to be paid in four (4) quarterly payments over a one year period.

(f) In the event the ARCHDIOCESE were to transfer the real property to a non-monastic order, or seek to use Parcel 1 in a manner that is inconsistent with its current use, the ARCHDIOCESE acknowledges its obligation to seek all appropriate CITY approvals that may be applicable, including but not limited to zoning and planning.

Section 5. Further Subdivision

a) The ARCHDIOCESE agrees that the owners of the Burke Parcel may apply for a subdivision to attempt to create one (1) additional lot from the Burke Parcel. The Burkes, including any subsequent owners of the Burke Parcel, agree that in the event that they seek a further subdivision of the Burke Parcel, they will explore the feasibility of the creation of an independent access road to and from the new parcel which does not cross over the Archdiocese Parcel; however, nothing in this Agreement shall require the Burkes or any subsequent owner to expend funds for exploratory surveys, studies and/or other expenses, in order to have reasonably explored feasibility. In the event that a subdivision results in the creation of an independent access to and from their parcel, the new parcel owners rights to the Access Easement Area granted in this Agreement will extinguish.

- i. the Burkes agree that any subdivision sought as set forth in this section will be solely for the creation of a lot to contain a one-family home. Any new parcel which is created shall be subject to the Right of First Refusal provision set forth below.

b) If any future subdivision of the Burke Parcel is granted without the creation of an independent access road, the (1) new lot which is created will have a right to use the Access Easement Area as described above (§1.d) and the owners of the new parcel will be responsible to pay the annual maintenance fee identified in 4(b) above as may be adjusted by the CPI and more particularly described in 4(b). Contribution obligations from the Owner(s) of the new lot created from the Burke Parcel shall commence upon the sub-division approval for such new lot.

c) The Parties further agree that if subdivision approval is granted by the CITY for the Burke Parcel that the terms of this agreement shall extend to the Owner(s) of the new lot(s) created therefrom, except the obligations in 4(e) if said obligations have been satisfied as of that date by the Burkes. This Agreement does not create any obligation for the CITY to grant such an application for subdivision approval filed for any property that is the subject of this Agreement, including the Burke Parcel and such application will be subject to the same review and process of any other properly filed application with the CITY.

d) In the event that the restrictions and limitations on Grantees use of the Access Agreement Area are extinguished, pursuant to §2(c), the Burke's obligations under §5(a) regarding feasibility of an independent access road shall be eliminated.

Section 6. Signs and Gates. The CITY agrees to post signs, at the entrance from Depuyster Avenue to the Access Easement Area, clearly and visibly identifying the limited use of the Access Easement Area for the ARCHDIOCESE, official and authorized City vehicles, and other authorized vehicles only. The ARCHDIOCESE shall have the right to post a sign at the beginning of the Archdiocese Parcel clearly and visibly identifying the limited use of that portion of the Access Easement Area solely for the ARCHDIOCESE and authorized vehicles only. The parties agree not to place any gates on or in the Access Easement Area.

Section 7. Via Madonna Trail. The CITY shall maintain the Via Madonna Trail as a dirt-hiking trail. Notwithstanding the foregoing, the CITY reserves the right to upgrade the Via Madonna Trail by installing a gravel surface and expanding the trail to a maximum width of ten (10) feet to allow for access limited to (i) emergency vehicles; for purposes of ingress and egress to and from the portion of the City Parcel to the south of the Archdiocese Parcel and the portion of the City Parcel to the east of the Archdiocese Parcel. The Parties agree that the CITY's conveyance of the Miller Parcel (formerly known as the "Chapel Parcel") is not contrary to the terms of this Declaration, nor the terms of the previous Reciprocal Declaration of Access and Maintenance Agreement, dated November 21, 2007, concerning the CITY'S obligation to maintain the Via Madonna Trail. Notwithstanding anything to the contrary, the Parties agree that no portion of the VIA MADONNA trail currently extends or shall extend onto the Miller Parcel and/or onto any septic system which serves the Miller parcel.

Section 8. Right of First Refusal- The ARCHDIOCESE shall have the right of first refusal to purchase any of the Grantee's parcels pursuant to the following restrictions and provisions.

(a) It is acknowledged that pursuant to the terms of the Stipulation and Order So Ordered on June 4, 2012 [

the CITY has the right of first refusal to purchase the Miller Parcel as set forth in Section II. In addition to Miller's duty to notify the CITY of the bona fide offer to purchase the Miller parcel as directed in the Stipulation and Order, in the event Miller receives a bona fide purchase offer for the Miller parcel from a non-Miller Relative, Miller shall simultaneously notify the ARCHDIOCESE of the offer via certified mail, return receipt requested. Miller shall notify the ARCHDIOCESE, via certified mail, return receipt requested, if the CITY intends to exercise its rights pursuant to the aforesaid Stipulation and Order to purchase the Miller premises. If the CITY does not exercise its rights to purchase the Miller premises, Miller shall notify the ARCHDIOCESE, via certified mail, return receipt requested of same, the

ARCHDIOCESE shall have twenty (20) days from the date the Miller mails its aforesaid notification to the ARCHDIOCESE to notify Miller via certified mail, return receipt requested that the ARCHDIOCESE will purchase the Miller parcel pursuant to the same terms of the bona fide offer to purchase. Should the ARCHDIOCESE not mail said notification within the aforesaid twenty (20) days, the ARCHDIOCESE'S right of first refusal is forever extinguished. Should the ARCHDIOCESE elect to purchase the Miller premises pursuant to the same terms of the bona fide offer, the ARCHDIOCESE shall have ninety (90) days in which to close title measured from the date the ARCHDIOCESE mails its aforesaid notification to Miller, time being of the essence; and, in the event that the ARCHDIOCESE fails to close pursuant to the terms of this paragraph, then its right of first refusal is forever extinguished.

(b) In the event the Burkes seek to sell their property to a third party other than a Burke Relative and have received a bona fide purchase offer for the Burke Parcel, they shall notify the ARCHDIOCESE in writing, whereupon the ARCHDIOCESE shall have thirty (30) days from receipt of notification to notify the Burkes that it is exercising its right of first refusal to purchase the Burke Parcel on the same terms as the bona fide offer. The ARCHDIOCESE shall then have ninety (90) days from the date of its notification to the Burkes of its intention to exercise its right to close.

(c) In event that the Van Buren seek to sell their property to a third party other than a Van Buren Relative and have received a bona fide purchase offer for the Van Buren Parcel, they shall notify the ARCHDIOCESE in writing, whereupon the ARCHDIOCESE shall have thirty (30) days from receipt of notification to notify the Van Burens that it is exercising its right of first refusal to purchase the Van Buren Parcel on the same terms as the bona fide offer. The ARCHDIOCESE shall then have ninety (90) days in which to close after its notification to the Burkes of its intention to exercise its right of first refusal.

(d) The ARCHDIOCESE'S right of first refusal under **Section 8** will be forever extinguished in the event of a transfer of its property (or portion thereof) to a non-religious entity.

Section 9. Duration. The Easements and all terms, obligations, and rights created herein (unless noted to the contrary) shall run with the land in perpetuity and shall bind and inure to the Owners of the City Parcel, Archdiocese Parcel, Burke Parcel, Van Buren Parcel and Miller Parcel, and their respective successors, heirs, executors, administrators, personal representatives and assigns.

Section 10. Conservation Easement. The Easements and all terms, obligations, and rights created herein are superior to the terms of the Reciprocal Declaration of Access and Maintenance Agreement between the ARCHDIOCESE and the CITY dated November 21, 2007 and recorded in the Office of the Dutchess County Clerk on November 29, 2007, as Document No. 02-2007-8544, and, the Conservation Easement between the ARCHDIOCESE and the CITY dated November 21, 2007, and recorded in the Office of the Dutchess County Clerk on November 29, 2007, 02-2007-8545; the terms of those two instruments shall be subordinate to the Easements and all terms, obligations and rights created herein. The ARCHDIOCESE and the CITY agree that subordination of the Conservation Easement is consistent with the basic purpose of the Conservation Easement.

Section 11. Notifications- Lease of Burke Parcel, Van Buren Parcel or Miller Parcel.

- (a) **Occupants.** Grantees shall identify to the ARCHDIOCESE all Occupants (except invitees of the Occupants) of the Parcels who will be entitled to use the Easement Access Area and such notification shall reasonably be made within thirty (30) days of said occupancy.
- b) **Leases.** Grantees shall specifically reference this Declaration in any contract of sale, deed, lease or rental agreement concerning the Burke Parcel, Van Buren Parcel or Miller Parcel and shall also attach a copy of this Declaration to any such lease or rental agreement or contract of sale. In the event the Burke Parcel, Van Buren Parcel or Miller Parcel is leased or rented to a third party the Owner of such parcel shall provide written notification to the ARCHDIOCESE of the identity of all such tenants who's occupancy shall entitle them to the use of the Easement Access Area within thirty (30) days of the execution of the lease or rental agreement.
- c) **Long-Term Invitees.** Grantees shall notify the ARCHDIOCESE and the Carmelites (at the addresses identified below) of any long-term invitees who are defined as persons who are not occupants of said property but who will be staying as a guest at any of the Grantee Parcels for more than fourteen (14) days. The purpose of this notification provision is to ensure that the Archdiocese is aware of all persons who are permitted to use the Access Easement Area in order to prevent confusion as to the presence of unknown persons on the Access Easement Area. Grantees are specifically not responsible for trespassers or other interlopers who are not present on the Easement Access Area pursuant to this Agreement as either an occupant or invitee of any of the Parcels. However, Grantees are responsible for informing the ARCHDIOCESE and the Carmelites of which persons are occupants or long-term invitees on the Parcels. Grantees obligation to notify the ARCHDIOCESE Grantor and Carmelites of tenant use or occupancy of the Burke Parcel, Van Buren Parcel or

Miller Parcel shall terminate upon the conveyance of the Archdiocese Parcel to a non-religious entity.

- d) **Short-Term Invitees.** Invitees to the Parcels who are neither Occupants nor Long Term Invitees may use the Access Easement Area on a reasonable basis, provided they only use the Access Easement Area for necessary egress and ingress and observe all of the other limitations set forth within this Agreement.

- e) Such notification pursuant to this paragraph alone shall be made either via email be srmarjorie@gmail.com, hand delivery or First Class Mail to the attention of Prioress, Carmelites Monastery, at the Carmelites at the following address: 89 Hiddenbrooke Drive, Beacon, NY 12508.

The terms and conditions of **Section 11** shall be extinguished in the event of a transfer of the ARCHDIOCESE property (or portion thereof) to a non-religious entity.

Section 12. Indemnification.

- (a) To the fullest extent permitted by the law, Grantees and the CITY shall have, hold harmless, indemnify and defend the ARCHDIOCESE and the Carmelites, from and against any and all claims, damages, liabilities, obligations, judgments, charges, costs, expenses and fees, including reasonable attorney's fees and disbursements, that arise from the use of the Access Easement Area over New Parcel 1 by an invitee or occupant of the Burke Parcel, Van Buren Parcel and Miller Parcel.

- (b) To the fullest extent permitted by the law, ARCHDIOCESE shall have, hold harmless, indemnify and defend the CITY, from and against any and all claims, damages, liabilities, obligations, judgments, charges, costs, expenses and fees, including reasonable attorney's fees and disbursements, that arise from the use of the Access Easement Area over New Parcel 2(a) as described in 3(a) by an invitee or occupant of the Archdiocese Parcel.

Section 13. Insurance. The CITY and the ARCHDIOCESE as owners of portions of the real property that makes up Access Easement Area shall obtain at its own cost and expense to the extent that such coverage is reasonably available and at all times hereinafter keep in force, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of New York with respect to injury or death to any person or persons and damage to property arising from or resulting from the exercise of the easement rights or obligations hereunder by the Grantors and Grantees or their respective agents, employees, invitees, contractors, tenants, servants or visitors in a minimum amount of Five Million Dollars (\$5,000,000.00) each. Moreover, it is acknowledged and understood that the CITY shall so notify its insurance provider of

its maintenance obligations hereunder and obtain general liability insurance company in an amount and manner commensurate with its obligations hereunder.

Section 14. Enforcement.

(a) Prior to commencing a proceeding at law or equity to enforce this Declaration, the party seeking to enforce this Declaration shall provide written notice to the alleged violating party via regular and certified mail, return receipt requested to the address on file with the City Assessor. In the event the allegedly violating party does not cure the violation within thirty (30) days of receipt of the written notice, the enforcing party may proceed with any available legal or equitable remedy.

(b) The Parties and their successors, heirs and assigns, shall have the right to enforce this Declaration by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Declaration, to restrain said violation, to require specific performance and/or to recover damages, and to recover any legal fees incurred in connection with such proceeding.

(c) Failure to seek enforcement of any provision of this Declaration herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 15. Notices. All notices and other communications (unless directed to the contrary herein) shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by overnight delivery mail service, or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at other such addresses as shall be specified by like notice:

(a) If to the ARCHDIOCESE, to:

ARCHDIOCESE OF NEW YORK,
1011 First Avenue
New York, New York 10022

With copies to: Joseph N. Madden, Esq.
Bleakley Platt & Schmidt, LLP
One North Lexington Avenue
White Plains, New York 10601

(b) Mr. William Burke
266 Osborne Hill Road
Fishkill, New York 12524

Ms. Mary Murphy
6 St. John's Parkway,
Poughkeepsie, New York 12601

Mr. David Burke
66 West Willow Street
Beacon, New York 12508

Mr. & Mrs. James Van Buren
171 Hiddenbrooke Drive
Beacon, New York 12508

Mrs. Elizabeth Gobbelet
19 Hamilton Road
Hopewell Junction, New York 12533

(c) If to the City, to:
City of Beacon
City Hall
One Municipal Drive, Beacon NY 12508
Attn: City Administrator

With copies to: Elena DeFio Kean, Esq.
Towne, Ryan & Partners, P.C.
P.O. Box 15072
450 New Karner Road
Albany, New York 12212-5072

(d) If to Jonathan Miller:
100 Hiddenbrooke Drive
Beacon, New York 12508

With copies to: Kevin Bloom, Esq.
Bloom & Bloom, P.C.
530 Blooming Grove Turnpike
New Windsor, New York 12553

Section 16. Amendment. This Declaration shall not be amended, terminated or modified except pursuant to a written instrument executed and delivered by Grantors and Grantees.

Section 16 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect the validity of any other provision, which shall remain in full force and effect.

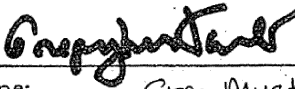
Section 17. Singular and Plural Forms. Whenever the sense of this Declaration may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or term shall include the feminine and neuter genders, and vice versa.

Section 18. Septic Fields from the Miller Parcel. The Archdiocese recognizes that septic fields currently extend from the westerly portion of the Miller Parcel onto the Archdiocese Parcel. The Archdiocese hereby extends an easement to Miller, his heirs, successors, and assigns to repair and/or replace and/or otherwise maintain the septic fields provided that any disturbance to the septic fields on the Archdiocese Parcel 1 by the owner of the Miller Parcel shall be remedied such that the disturbed surface portion is reasonably restored to its previous condition.

Section 19. Counterparts. This Agreement may be executed in counterparts by the parties.

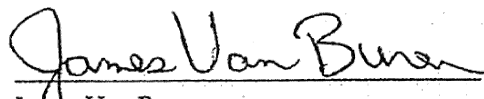
IN WITNESS WHEREOF, Grantors and Grantees have executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on the day and date first above mentioned.

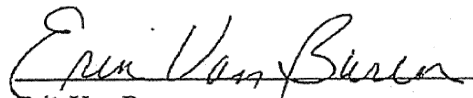
THE ARCHDIOCESE OF NEW YORK

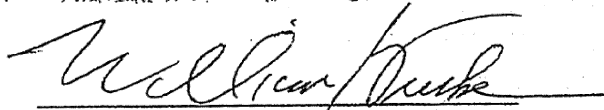
By: 
Name: Greg Mustaciolo
Title:

THE CITY OF BEACON

By: _____
Mayor Randy Casale


James Van Buren


Erin Van Buren


Mr. William Burke

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Section 18. Septic Fields from the Miller Parcel. The Archdiocese recognizes that septic fields currently extend from the westerly portion of the Miller Parcel onto the Archdiocese Parcel. The Archdiocese hereby extends an easement to Miller, his heirs, successors, and assigns to repair and/or replace and/or otherwise maintain the septic fields provided that any disturbance to the septic fields on the Archdiocese Parcel 1 by the owner of the Miller Parcel shall be remedied such that the disturbed surface portion is reasonably restored to its previous condition.

Section 19. Counterparts. This Agreement may be executed in counterparts by the parties.

IN WITNESS WHEREOF, Grantors and Grantees have executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on the day and date first above mentioned.

THE ARCHDIOCESE OF NEW YORK

By: _____
Name:
Title:

THE CITY OF BEACON

By: Randy Casale
Mayor Randy Casale

James Van Buren

Erin Van Buren

Mr. William Burke

Section 17. Singular and Plural Forms. Whenever the sense of this Declaration may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or term shall include the feminine and neuter genders, and vice versa.

Section 18. Septic Fields from the Miller Parcel. The Archdiocese recognizes that septic fields currently extend from the westerly portion of the Miller Parcel onto the Archdiocese Parcel. The Archdiocese hereby extends an easement to Miller, his heirs, successors, and assigns to repair and/or replace and/or otherwise maintain the septic fields provided that any disturbance to the septic fields on the Archdiocese Parcel 1 by the owner of the Miller Parcel shall be remedied such that the disturbed surface portion is reasonably restored to its previous condition.

Section 19. Counterparts. This Agreement may be executed in counterparts by the parties.

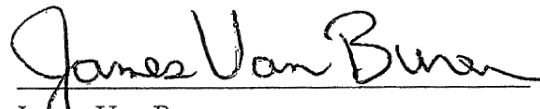
IN WITNESS WHEREOF, Grantors and Grantees have executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Dutchess, Division of Land Records, on the day and date first above mentioned.

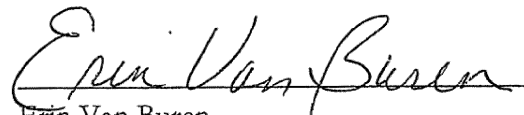
THE ARCHDIOCESE OF NEW YORK

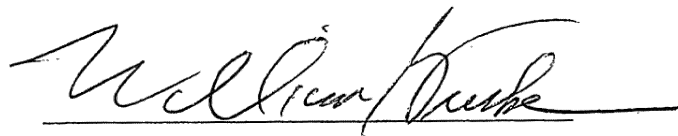
By: _____
Name:
Title:

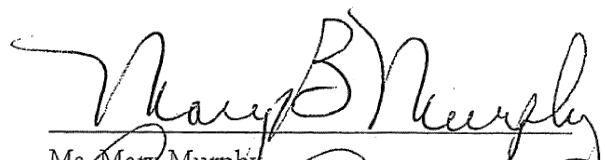
THE CITY OF BEACON

By: _____
Mayor Randy Casale

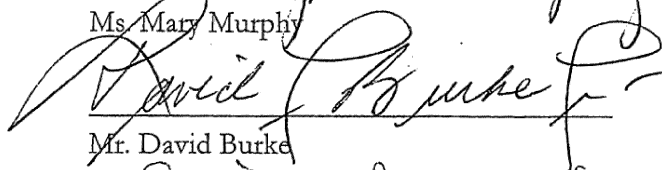

James Van Buren


Erin Van Buren



Mr. William Burke



 Ms. Mary Murphy



 Mr. David Burke



 Mrs. Elizabeth Gobbelet

 Jonathan Miller

STATE OF NEW YORK)
)ss:
 COUNTY OF _____)

On the _____ day of _____, 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

 Signature and Office of individual taking acknowledgement

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

On the _____ day of _____, 2012, before me, the undersigned, personally appeared RANDY CASALE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

 Signature and Office of individual taking acknowledgement

Ms. Mary Murphy

Mr. David Burke

Mrs. Elizabeth Gobbelet

Jonathan Miller
Jonathan Miller

STATE OF NEW YORK)
)ss:
COUNTY OF _____)

On the _____ day of _____, 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

Signature and Office of individual taking acknowledgement

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

On the _____ day of _____, 2012, before me, the undersigned, personally appeared RANDY CASALE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

Signature and Office of individual taking acknowledgement

Mary B. Murphy
 Ms. Mary Murphy

David Burke
 Mr. David Burke

Elizabeth Gobbelet
 Mrs. Elizabeth Gobbelet

 Jonathan Miller

STATE OF NEW YORK)
)ss:
 COUNTY OF Bronx)

On the 25th day of February, 2012, before me, the undersigned, personally appeared Greg Mustacivolo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

Leila J. Babson
 Signature and Office of individual taking acknowledgement

LEILA J. BABSON
 Notary Public, State of New York
 No. 01BA6199580
 Qualified in Bronx County
 Commission Expires Jan. 12, 2017

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

On the _____ day of _____, 2012, before me, the undersigned, personally appeared RANDY CASALE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

 Signature and Office of individual taking acknowledgement

Ms. Mary Murphy

Mr. David Burke

Mrs. Elizabeth Gobbelet

Jonathan Miller

STATE OF NEW YORK)
)ss:
COUNTY OF _____)

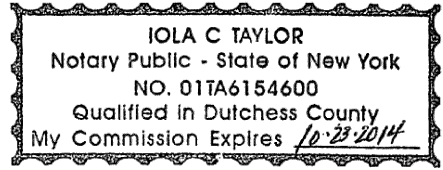
On the _____ day of _____, 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

Signature and Office of individual taking acknowledgement

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

On the 17th day of December, 2012, before me, the undersigned, personally appeared RANDY CASALE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

Iola C. Taylor
Signature and Office of individual taking acknowledgement



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

On the 4 day of January, 2012^{13th}, before me, the undersigned, personally appeared WILLIAM BURKE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

BARBARA A. MALLEY
Notary Public, State of New York
No. 01MA4949755
Signature and Office of Individual taking acknowledgement
Qualified in Ulster County
Commission Expires April 17, 2015

Barbara A. Malley
STATE OF NEW YORK)
)ss:
COUNTY OF DUTCHESS)

On the 4 day of January, 2012¹³, before me, the undersigned, personally appeared MARY MURPHY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

BARBARA A. MALLEY
Notary Public, State of New York
No. 01MA4949755
Signature and Office of Individual taking acknowledgement
Qualified in Ulster County
Commission Expires April 17, 2015

Barbara A. Malley
STATE OF NEW YORK)
)ss:
COUNTY OF DUTCHESS)

On the 4 day of January, 2012^{13th}, before me, the undersigned, personally appeared DAVID BURKE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

BARBARA A. MALLEY
Notary Public, State of New York
No. 01MA4949755
Signature and Office of Individual taking acknowledgement
Qualified in Ulster County
Commission Expires April 17, 2015

Barbara A. Malley

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

On the 4 day of January, 201¹³2, before me, the undersigned, personally appeared ELIZABETH GOBBELET, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

BARBARA A. MALLEY
Notary Public, State of New York
No. 01MA4949755
Signature and Office of individual taking acknowledgement
Commission Expires April 17, 2015
Barbara A. Malley

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

On the 4 day of January, 201¹³2, before me, the undersigned, personally appeared JAMES VAN BUREN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

BARBARA A. MALLEY
Notary Public, State of New York
No. 01MA4949755
Qualified in Ulster County
Signature and Office of individual taking acknowledgement
Commission Expires April 17, 2015
Barbara A. Malley

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

On the 4 day of January, 201¹³4, before me, the undersigned, personally appeared ERIN VAN BUREN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

BARBARA A. MALLEY
Notary Public, State of New York
No. 01MA4949755
Qualified in Ulster County
Signature and Office of individual taking acknowledgement
Commission Expires April 17, 2015
Barbara A. Malley

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

On the 10 day of December, 2012, before me, the undersigned, personally appeared JONATHAN MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.)

Signature and Office of individual taking acknowledgement

KEVIN DANIEL BLOOM
NOTARY PUBLIC-STATE OF NY
Residing in Orange County
#02BL6080266
Commission Expires September 9, 2014

SCHEDULE A

Work to Parcel 2A as described in Paragraph 3A

1. Clearing & grubbing: 2,100 lf x 10 lf x 2 = 42,000 sqft = 1 acre
2. Fill material: 600cy x 1.2 ton/cy = 720 tons
3. Box culvert: concrete precast structure with H-25 load rating
4. Box beam guiderail: 60 linear feet
5. Heavy Rip-Rap: 10 cy
6. 2 - 36" pipes to replace existing smaller diameter pipes = 60 lf
7. Paved pull of areas: 3 at 30 ft x 10 ft x 3 = 900 sqft = 100 sy / (6sy/ton) = 7 tons
8. Paving of 2,100 linear feet at 12 feet wide with 3" binder course: 2,100 ft x 12 ft = 25,200 sqft = 2,800 sy / (6sy/ton) = 467 tons

Work to Parcel 2A as described in Paragraph 3B

1. Filling, grading and paving to 975 lf x 12 ft wide = 11,700 square feet / 9 = 1,300 square yards / 6 sy/ton @ 3" thickness = 216.67 tons

SCHEDULE "B"
Description of Property
(Lot 2A, Filed Map No. 6553-B)

ALL that certain parcel of land situate in the City of Beacon, County of Dutchess, and State of New York that is known and designated as Lot 2A on that certain "Subdivision Plat showing the Further Subdivision of New Parcel 2 ... on 'Subdivision Plat of Hidden Brook ...'" (Filed Map 6553-A), which was filed in the Dutchess County Clerk's office on February 14, 2013, as Map No. 6553-B that is thereon bounded and described as follows:

BEGINNING at the point on the southeasterly line of Depuyster Avenue where it is met by the extension of the line dividing the said Parcel 2A, on the southwest, from the lands shown on that certain "Subdivision Map for Jessen Park," which was filed in the Dutchess County Clerk's office on May 8, 1968, as Map No. 3564, on the northeast, all as shown on said filed Map No. 6553-B.

THENCE from the said point of beginning along the said division line, the following courses:

S 41°38'34" E 581.03 feet,
N 65°36'26" E 64.50 feet,
N 63°54'26" E 145.50 feet,
S 72°42'34" E 121.88 feet, and
N 38°43'26" E 155.74 feet,

to a point at the line of "New Parcel 1" shown on that certain "Subdivision Plat of Hidden Brook prepared for The City of Beacon ...," which was filed in the Dutchess County Clerk's office on November 29, 2007 as Map No. 6553A. Thence along said "New Parcel 1

S 85°19'24" E 656.16 feet

to a point on the centerline of the existing access easement shown on both Filed Map No. 6553A and 6553B. Thence continuing along the line of said "New Parcel 1" and southerly along the centerline of the said access easement

S 10°00'00" W 47.60 feet

to a point. Thence still along the line of said "New Parcel 1", but no longer along the centerline of the said access easement, the following courses:

N 76°58'00" E 491.23 feet,
S 87°45'00" E 408.94 feet,
N 02°40'00" W 410.00 feet,
N 43°00'00" W 250.00 feet, and
N 09°00'00" E 182.00 feet,

to a point on the line of lands now or formerly of the Fairview Cemetery. Thence along the said cemetery lands

N 61°39'37" E 193.95 feet, and

N 61°35'19" E 520.84 feet,

to a point on the line reputedly dividing The City of Beacon, on the west, from the Town of Fishkill, on the east, as that line is shown on that certain "Second Subdivision Plat ... Ursuline Provincialate ...," which was filed in the Dutchess County Clerk's office on February 25, 1983 as Map No. 6553, and the corner common among said Lot 2A now being described, on the southwest, the said Fairview Cemetery lands, on the northwest, lands now or formerly of Texaco, on the northeast, and lands shown on that certain map entitled "Burke Subdivision ...," which was filed in the Dutchess County Clerk's office on September 15, 1998, as Map No. 10663, on the southeast. Thence along the lands shown on said Filed Map No. 10663 and continuing along the "Portion of Parcel D-1 in the Town of Fishkill" shown on Filed Map No. 6553 and always along the said City/Town line as it is shown on said Filed Map No. 6553

S 06°40'53" W 790.64 feet,

to a point at the line dividing said Lot 2A now being described, on the north, from Lot 2B on said Filed Map No. 6553B, on the south. Thence counterclockwise around said Lot 2B and along the last mentioned division line, the following courses:

S 85°26'06" W 142.19 feet,

S 07°32'40" E 38.00 feet, and

S 69°37'00" W 93.70 feet

to a point that is distant 10 feet southerly from, as measured at right angles to the centerline of the of the road shown on Filed Map No. 6553. Thence continuing counterclockwise around said Lot 2A and along the last mentioned division line and at all times 10 feet southerly from and parallel to the said centerline of the road shown on Filed Map No. 6553, the following, first on a tangent curve to the right, the central angle of which is 40°23'00", the radius of which is 180.00 feet for 126.87 feet, then

N 70°00'00" W 30.60 feet,

to a point. Thence continuing counterclockwise around said Lot 2A and along the last mentioned division line, but no longer 10 feet southerly from and parallel to the said centerline of the road shown on Filed Map No. 6553, the following courses:

S 02°40'00" E 200.00 feet,

S 77°24'50" E 190.00 feet, and

N 87°50'00" E 146.97 feet,

to another point on the westerly line of that "Portion of Parcel D-1 in the Town of Fishkill" shown on said Filed Map No. 6553 and the reputed City/Town line as it is shown on said Filed Map No. 6553. Thence along the said westerly line of that "Portion of Parcel D-1 in the Town of Fishkill" shown on said Filed Map No. 6553 and the reputed City/Town line

S 06°40'53" W 546.98 feet,

to a point on the northwesterly line of the southerly branch of Mountain Avenue. Thence southwesterly along the said northwesterly line of the southerly branch of Mountain Avenue, the following courses:

S 62°21'33" W 39.35 feet,
S 55°43'07" W 59.83 feet,
S 64°34'45" W 38.32 feet,
S 60°07'16" W 51.13 feet,
S 66°12'11" W 53.69 feet,
S 68°55'06" W 48.95 feet,
S 72°21'57" W 55.32 feet,
S 82°53'23" W 41.56 feet,
S 58°33'57" W 16.83 feet,
S 55°49'02" W 19.19 feet,
S 61°47'04" W 16.20 feet,
S 67°53'03" W 78.29 feet,
S 78°45'05" W 70.50 feet,
S 76°49'33" W 56.76 feet,
S 72°06'24" W 42.96 feet,
S 77°40'27" W 60.21 feet,
S 77°23'40" W 55.98 feet, and
S 74°21'12" W 102.30 feet,

to a point at the southeasterly line of the northerly branch of Mountain Avenue. Thence northeasterly along the southeasterly line of the northerly branch of Mountain Avenue, the following courses:

N 40°01'50" E 95.19 feet,
N 37°16'12" E 131.53 feet,
N 38°38'48" E 42.93 feet, and
N 38°29'34" E 63.75 feet,

to a point at the northeasterly terminus of the said northerly branch of Mountain Avenue. Thence along the said terminus

N 43°20'05" W 34.83 feet,

to a point on the northwesterly line of the said northerly branch of Mountain Avenue. Thence southwesterly along the said northwesterly line of the northerly branch of Mountain Avenue

S 42°27'11" W 90.65 feet,

to a point at the line of land now or formerly of Barrack. Thence along the said Barrack lands

N 27°38'45" W 185.31 feet,

to the northerly most corner thereof. Thence still along the said Barrack lands, continuing along lands now or formerly of Burguiere, lands now or formerly of Barrack, lands shown on that certain "Sub-Division Map Lands of Jeneva I. Boss ...," which was filed in the Dutchess County Clerk's office on June 20, 1978 as Map No. 5413, lands now or formerly of Paskey, lands now or formerly of Kyre, lands now or formerly of Scalpi, lands now or formerly of Morse, lands now or formerly of Baxter and lands now or formerly of Hughes and mostly along the centerline of a stone wall or the remains thereof, the following courses:

S 35°44'59" W 78.82 feet,

S 37°58'57" W 79.28 feet,
S 37°04'49" W 73.65 feet,
S 42°28'09" W 50.73 feet,
S 32°33'00" W 36.42 feet,
S 34°49'29" W 49.68 feet,
S 52°37'35" W 22.15 feet,
S 34°48'32" W 135.53 feet,
S 51°43'17" W 37.28 feet,
S 46°44'40" W 32.03 feet,
S 34°09'14" W 36.87 feet,
S 47°22'30" W 117.93 feet,
S 45°13'37" W 87.89 feet,
S 47°26'43" W 36.66 feet,
S 39°32'09" W 60.80 feet,
S 30°30'05" W 16.94 feet,
S 38°06'40" W 28.40 feet,
S 43°07'10" W 26.61 feet,
S 43°35'32" W 55.62 feet,
S 42°32'14" W 43.72 feet,
S 42°30'46" W 27.30 feet,
S 44°30'38" W 21.42 feet,
S 43°50'44" W 75.44 feet,
S 43°10'48" W 50.41 feet,
S 46°20'20" W 38.04 feet,
S 41°41'13" W 59.97 feet,
S 51°40'06" W 33.24 feet,
S 48°23'30" W 17.10 feet,
S 53°29'10" W 40.55 feet,
S 56°51'16" W 49.00 feet,
S 57°57'14" W 56.00 feet,
N 17°30'38" W 4.47 feet,
S 66°41'42" W 49.30 feet,
S 67°11'31" W 56.84 feet,
S 64°23'28" W 173.77 feet,
S 61°38'47" W 65.68 feet,
S 69°29'20" W 75.69 feet,
S 65°58'39" W 77.65 feet,
S 67°45'28" W 23.67 feet,
S 73°01'28" W 25.79 feet,
S 66°30'40" W 43.97 feet,
S 63°07'49" W 61.39 feet, and
S 67°45'52" W 30.40 feet,

to a point at the line of lands now or formerly of Toenings. Thence along the said Toenings lands and along lands now or formerly of Stephanek and, in part, along the centerline of another stone wall, the following courses:

N 58°21'54" W 163.79 feet,
N 15°27'59" W 138.54 feet,
N 12°11'23" W 43.10 feet,
N 15°05'16" W 89.09 feet,

N 16°56'02" W 56.39 feet,
N 16°11'46" W 75.45 feet,
N 14°36'16" W 82.44 feet,
N 15°34'56" W 65.37 feet,
N 15°19'24" W 90.48 feet,
N 14°18'28" W 51.78 feet,
N 16°28'02" W 94.34 feet,
N 16°08'16" W 78.32 feet,
N 15°44'00" W 99.38 feet,
S 65°29'31" W 30.09 feet, and
S 55°15'52" W 13.26 feet,

to a point at the line of lands formerly of Garrison and now or formerly of Cervone. Thence along the said Cervone lands

N 74°30'36" W 175.37 feet, and
N 76°44'37" W 127.12 feet,

to a point at the corner common among the lands now being described, the said lands now or formerly of Cervone, lands now or formerly of Dillon and lands now or formerly of Wolfe. Thence along the said Wolf lands and continuing along lands now or formerly of Seaman

N 11°12'26" E 178.35 feet,

to a point at the line of lands now or formerly of Collard. Thence along the said Collard lands and continuing along lands now or formerly of Piccone the following courses:

S 54°42'36" E 100.00 feet,
N 35°17'24" E 200.00 feet, and
N 54°42'36" W 200.95 feet,

to another point on the southeasterly line of Depuyster Avenue. Thence northeasterly along the said southeasterly line of Depuyster Avenue

N 35°17'24" E 362.80 feet and
N 43°50'00" E 327.88 feet

to a point at the southerly line of lands now or formerly of the Heirs of Weston (Lot 34 on Filed Map No. 438). Thence counterclockwise around said Weston lands, the following courses:

S 46°10'00" E 100.00 feet
N 43°50'00" E 50.00 feet and
N 46°10'00" W 100.00 feet

to yet another point on the southeasterly line of Depuyster Avenue. Thence northeasterly along the said southeasterly line of Depuyster Avenue

N 43°50'00" E 129.66 feet

to the point or place of beginning, containing 88.499 acres, more or less.

February 26, 2013

City of Beacon
Lot 2A, Filed Map No. 6553-B

Page 6 of 6

It being intended to describe Lot 2A as it appears on Filed Map No. 6553-B.

SCHEDULE C

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, as previously known as a portion of Parcel C on a certain map entitled, "Subdivision Plat prepared for Ursuline Provincialate of Lands situate in the City of Beacon and the Town of Fishkill, Dutchess County, New York", surveyed February 1, 1982 by Glennon J. Watson, New York State Licensed Land Surveyor and filed in and now known as Lot 2 as shown on a certain map entitled "Burke Subdivision etc..." surveyed by Steven J. Shaver Land Surveyor on September 21, 1997 and completed on October 22, 1997, last revised September 14, 1998 made by Steven J. Shaver, LS, situate in the City of Beacon, County of Dutchess, State of New York and formerly in the Town of Fishkill, County of Dutchess, State of New York as per Resolution Nos. 62 & 63 on May 4, 1998 by the City Council of the City of Beacon and filed in the Dutchess County Clerk's Office on September 25, 1998 as Map No. 10663.

TOGETHER with a Right of Way in favor of Parcel C as shown on a certain filed map entitled "Subdivision Plat prepared for Ursuline Provincialate of Lands situate in the City of Beacon and the Town of Fishkill, Dutchess County, New York, surveyed February 1, 1982 by Glennon J. Watson, New York State Licensed Land Surveyor" and filed in the Office of the Clerk of Dutchess County on the 15th day of June 1982 as Filed Map No. 6392 and described on a certain map entitled "Survey of Property designated as Parcel C as shown on Filed Map 6392, etc..." prepared by Steven J. Shaver, Land Surveyor on September 21, 1997 and completed on October 22, 1997.

ALSO together with Passing Areas as depicted and shown on a certain subdivision map entitled "Burke Subdivision" Plat, and filed in the Dutchess County Clerk's Office on September 25, 1998 as Map No. 10663.

PLEASE RECORD AND RETURN TO:

*JAMES AND ERIN VAN BUREN
171 HODDENAROOK DRIVE
BEACON, NY 12508*

For conveyancing only,
to be conveyed

Together with all right, title if intended and
interest of, in and to any streets and road
abutting the above described premises, to the
center line thereof.

Certificate and Report of Title - New York
FORM 2215-5

SCHEDULE D

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Fishkill, County of Dutchess, State of New York known as Parcel "C" on a certain map entitled "Subdivision Plot prepared for Ursuline Provincialate of Lands situate in the City of Beacon, and the Town of Fishkill, Dutchess County, New York, surveyed February 1, 1982 by Glennon J. Watson, New York State Licensed Land Surveyor" and filed in the office of the Clerk of Dutchess County on the 15th day of June, 1982 as Map No. 6392.

SCHEDULE E

Description of Property (Lot 2B, Filed Map No. 6553-B)

ALL that certain parcel of land situate in the City of Beacon, County of Dutchess, and State of New York that is known and designated as Lot 2B on that certain "Subdivision Plat showing the Further Subdivision of New Parcel 2 ... on 'Subdivision Plat of Hidden Brook ...'" (Filed Map 6553-A) which was filed in the Dutchess County Clerk's office on February 14, 2013, as Map No. 6553-B that is thereon bounded and described as follows:

BEGINNING at the point on the westerly line of the "Portion of Parcel D-1 situate in the Town of Fishkill" shown on that certain map entitled "Second Subdivision Plat ... Ursuline Provincialate," which was filed in the Dutchess County Clerk's office on February 25, 1983, as Map No. 6553, which line is reputed to be the line dividing the City of Beacon from the Town of Fishkill, where said line is met by the line dividing said Lot 2B, on the south, from Lot 2A on Filed Map No. 6553-B, on the north, all as shown on said filed Map No. 6553-B.

THENCE from the said point of beginning southerly along the "Portion of Parcel D-1 situate in the Town of Fishkill" on said Filed Map No. 6553-B and the reputed City/Town Line

S 06°40'53" W 309.30 feet,

to a point at the line dividing said Lot 2B, now on the north from said Lot 2A on said Filed Map No. 6553-B, now on the south. Thence along the last mentioned division line

S 87°50'00" W 146.97 feet,
N 77°24'50" W 190.00 feet, and
N 02°40'00" W 200.00 feet,

to a point distant 10 feet southerly from, as measured at right angles to, the centerline of the road shown on Filed Map No. 6553. Thence continuing along the last mentioned division line and at all times 10 feet southerly from and parallel to the said centerline of the road shown on Filed Map No. 6553, first

S 70°00'00" E 30.60 feet

and then on a tangent curve to the left, the central angle of which is 40°23'00", the radius of which is 180.00 feet for 126.87 feet to a point. Thence still along the line dividing said Lot 2B, now on the south, from Lot 2A on said Filed Map No. 6553-B, now on the north, but no longer parallel to the center of the said road shown on Filed Map No. 6553, the following courses:

N 69°37'00" E 93.70 feet,

February 26, 2013

City of Beacon
Lot 2B, Filed Map No. 6553-B

Page 2 of 2

N 07°32'40" W 38.00 feet, and
N 85°26'06" E 142.19 feet

to the point or place of beginning, containing 2.000 acres, more or less.

It being intended to describe Lot 2B as it appears on Filed Map No. 6553-B.