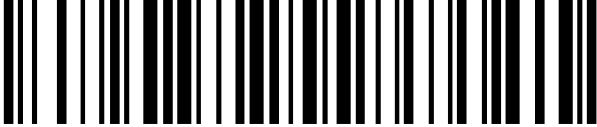




PUTNAM COUNTY – STATE OF NEW YORK  
 MICHAEL C. BARTOLOTTI, COUNTY CLERK  
 40 GLENEIDA AVENUE, ROOM 100  
 CARMEL, NEW YORK 10512

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 2225 / 297  
 INSTRUMENT #: 9030-2021  
  
 Receipt#: 2021065060  
 Clerk: CJ  
 Rec Date: 08/03/2021 02:20:19 PM  
 Doc Grp: D  
 Descrip: EASEMENT  
 Num Pgs: 23  
 Rec'd Frm: STATEWIDE ABSTRACT CORP

Party1: WERSKE SVEN  
 Party2: OPEN SPACE INSTITUTE LAND TRUST  
 INC  
 Town: PHILIPSTOWN  
 71-1-13.111

Recording:  
  
 Cover Page 5.00  
 Recording Fee 130.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00  
  
 Sub Total: 160.00

Transfer Tax  
 Transfer Tax - State 0.00  
  
 Sub Total: 0.00

Total: 160.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 26  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00

Record and Return To:

ELECTRONICALLY RECORDED BY CSC INGENIO

WARNING\*\*\*  
 \*\*\* Information may be amended during the verification process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT,  
 AS REQUIRED BY SECTIONS 315, 316-a(5) & 319 OF THE  
 REAL PROPERTY LAW OF THE STATE OF NEW YORK

Michael C. Bartolotti  
 Putnam County Clerk

SAL 20981 Tlo Philipstown  
Sec 71 Blk 1 Lot 13.111

## GRANT OF TRAIL EASEMENT AND RIGHT OF WAY

THIS GRANT OF TRAIL EASEMENT AND RIGHT OF WAY dated as of the 14th day of July 2021 is by and between Sven Wenske and John Sadlon with an address of 529 West 42nd Street, Apartment 6G, New York, New York 10036 ("Grantor"), and OPEN SPACE INSTITUTE LAND TRUST, INC., a not-for-profit corporation having its principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 ("Grantee").

### WHEREAS:

A. Grantor owns and maintains a 20-acre tract of land situated in the Town of Philipstown, Putnam County, which property is adjacent to lands conserved by Grantee under the terms of conservation easements granted pursuant to Article 49, Title 3 of the Environmental Conservation Law of the State of New York (hereinafter the "ECL").

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the ECL and is organized for, among other purposes, conserving real property, and is tax exempt within the meaning of Section 501(c)(3) of the Internal Revenue Code.

C. Grantee desires to acquire a permanent trail easement and right-of-way over approximately 0.6-miles of existing recreational trail located on the Property so that the general public can use such trails for recreational purposes as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing, other consideration and the mutual covenants, terms, conditions, and restrictions contained herein, the receipt and sufficiency which is acknowledge, Grantor and Grantee agree as follows:

#### 1. Property.

Grantor is the owner of approximately 20 acres of real property located on Route 9D in the Town of Philipstown, Putnam County, New York identified as tax map number 71-1-13-111 being Lot 1 as shown on Sheet 2 of "Final Subdivision Plat of Parcel A1 of Glenclyffe" prepared for Open Space Conservancy, Inc. by Badey & Watson Surveying and Engineering, P.C. dated April 4, 2013 and filed in the Office of the Clerk of Putnam County as Map 2925D and more particularly described in Schedule A attached hereto and made a part hereof (the "Property").

2. Grant of Trail Easement and Right of Way.

(a) Grantor hereby unconditionally grants to Grantee and its successors and assigns a Trail Easement and Right of Way in gross encumbering the Property, which Trail Easement and Right of Way is a non-exclusive easement and right-of-way over, under, and across the Property in perpetuity as more particularly described below:

3. The Trail Easement and Right of Way shall consist of one thirty (30) foot wide trail corridor ("Trail Corridor") within which a five (5) foot public travelway ("Travelway") which shall be located, and described as more fully set forth on a survey entitled "Survey of Property Open Space Institute Land Trust, Inc. Situate in the Town of Philipstown Putnam, County New York, dated April 22, 2021, by Badey & Watson attached hereto as Schedule B and the metes and bounds description as set forth in Schedule C attached hereto and made a part hereof. Permitted Use.

Grantee and its guests, licensees, and invitees, including the general public, may use the Travelway on the Property for educational and non-motorized recreational purposes, including walking, hiking, cross-country skiing, snowshoeing, nature study.

4. Limitations on Use.

(a) Limitation on Use by General Public. Access to the Trail Easement and Right of Way by the general public is subject to the following terms and limitations:

- (i) Use by the general public of the Trail Easement and Right of Way is limited to daylight hours.
- (ii) Use by the general public for the following activities on the Trail Easement and Right of Way is prohibited: swimming, biking, horse riding, hunting or trapping, camping, cooking fires, foraging, removal of plants and animals, trash disposal and bringing unleashed dogs on to the Trail Easement and Right of Way.
- (iii) The public right of access granted hereby shall not be interpreted as allowing for members of the public to utilize any portion of the Property outside of the Travelway.

(b) Limitation on Use by Grantor. The use of motorized vehicles by the Grantor within the Trail Corridor is prohibited except in the case of emergency or with respect to

the usual and customary maintenance of the Property (in the event that the area to be maintained cannot otherwise reasonably be accessed from elsewhere on the Property).

(c) Limitation on Improvements. Improvements within the Trail Corridor are limited to the following:

(i) The Travelway:

- (1) The Travelway, including steps, railings, fences, and the like, and other trail surface structures, such as bridges, culverts, and the like.
- (2) The Travelway may not be paved.

(ii) Accessory Facilities:

- (1) Signs and kiosks to mark the Trail Easement and Right of Way.
- (2) Signs and kiosks for interpretive purposes and to acknowledge Grantee's role in the creation of a permanent trail easement and right of way for the benefit of the general public.
- (3) Fencing, gates, barriers, and the like to control access and to prevent unauthorized trespassing onto the Property. Grantor must not impede access to or discourage use of the Trail Easement and Right of Way.

5. Trail Construction; Maintenance.

(a) The Trail Easement and Right of Way shall include the right, but not the obligation (except to the extent noted in Section 5(d) below), on the part of Grantee to construct, maintain, rebuild, mark, place signage on, and patrol the Travelway so that it is suitable for the recreational uses enumerated above.

(b) Within the Trail Corridor, soil, rock, and vegetative resources may be removed, cut, or otherwise disturbed by Grantee, its employees, or agents as reasonably necessary to accommodate maintenance, reconstruction, rehabilitation, and patrol of the Travelway located on the Trail Easement and Right of Way.

(c) Nothing contained herein shall be deemed to imply that Grantor has the

obligation to construct, maintain, rebuild, mark, place signage on, or patrol the Travelway, provided that Grantor shall not take any affirmative action to impair or obstruct the Travelway. In addition, Grantee's construction, maintenance and use of the Travelway shall not unreasonably interfere with Grantor's use of the Property.

(d) Notwithstanding the foregoing, if Grantee constructs the Travelway, Grantee must maintain such Travelway and any improvements thereon in a safe and usable condition.

(e) If Grantee fails to maintain the Travelway as required by this Trail Easement and Right of Way, Grantor may, after ten (10) days written notice to Grantee of such failure which remains uncured, perform such maintenance obligations at Grantee's expense and such reasonable costs.

(f) Grantee may determine in its discretion to suspend maintenance of the Travelway and in the event such suspension continues for a period of more than one (1) year, Grantee shall thereafter within three (3) months remove signage and restore the area to reasonably the same condition as existed prior to creation or installation of same but reserving the right to re-establish the Travelway at any future time.

#### 6. Relocation of Trails.

Grantee shall have the right to relocate the Travelway on the Property that is encumbered by this Trail Easement and Right of Way within the thirty (30) foot-wide Trail Corridor as depicted on Schedule B, provided that such relocated Travelway shall not substantially decrease the length or utility to the general public of the Trail Network. Grantor, with the consent of Grantee, and at Grantor's sole cost and expense, may reasonably relocate the Travelway in the event that the location of the Travelway will, or is likely to, interfere with Grantor's intended use of, and construction upon, the Premises.

#### 7. Assignment.

(a) This Trail Easement and Right of Way binds and benefits Grantor and Grantee and their respective successors and assigns.

(b) Except as set forth below, neither Grantor nor Grantee may assign or otherwise transfer any of their respective rights or duties under this Trail Easement and Right of Way voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except as permitted below. Any purported assignment or transfer in violation of this section is void.

- (i) By Grantor. This Trail Easement and Right of Way is a perpetual servitude running with the land binding upon Grantor and all future owners of the Property or any portion thereof. All future owners are bound by the terms and conditions of this Trail Easement and Right of Way whether or not such future owners had actual notice of this Trail Easement and Right of Way and whether or not the deed of conveyance specifically referred to the conveyance being under and subject to this Trail Easement and Right of Way.
- (ii) By Grantee. Grantee may assign its rights and duties under this Trail Easement and Right of Way, either in whole or in part, to a governmental or entity exempt from tax under section 501(c)(3) of the Internal Revenue Code. Such assignment shall be recorded in the office of the Putnam County Clerk. Upon such assignment, the assignee shall assume all the rights and obligations of Grantee under this Trail Easement and Right of Way. Such assignment shall not require the consent of Grantor, provided however, that Grantee shall notify Grantor in writing of such assignment within thirty (30) days of the assignment.

8. Amendment; Termination.

Any amendment or termination of this Trail Easement and Right of way must be in writing, signed by Grantor and Grantee and recorded in the office of the Clerk of Putnam County. Should Grantee assign this Trail Easement and Right of Way, any amendment or termination shall not be effective unless signed by the holder of the Trail Easement and Right of Way at the time of the amendment or termination, Grantee, and Grantor.

9. Reliance upon State Law.

Grantor and Grantee agree that in creating this easement for public access that each party is relying on the protection against liability contained in section 9-103 of the New York General Obligation Law (the recreational use statute), as the same may be amended from time to time, and that for such purposes both the Grantor and the Grantee shall be deemed "occupants of the area of the easement as designated above. Notwithstanding the foregoing, any repeal or amendment of that section 9-103 which may diminish its protective effect shall not affect the validity of the easement of way herein granted.

10. Severability.

If any provision of this Trail Easement and Right of Way is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Trail Easement and Right of Way remain valid, binding, and enforceable.

11. Entire Agreement.

This is the entire agreement of Grantor and Grantee pertaining to the Trail Easement and Right of Way. The terms of this Trail Easement and Right of Way supersede in full all statements and writings between Grantor and Grantee pertaining to the terms and conditions set forth in this Trail Easement and Right of Way.

12. Incorporation by Reference.

All exhibits are incorporated by reference.

13. Governing Law.

This Trail Easement and Right of Way shall be governed by and construed under the laws of the State of New York.

14. Insurance; Indemnification.

Grantee shall secure and maintain during the pendency of the Travelway, liability insurance in the minimum amount of \$1 million for each occurrence and \$5 million in the aggregate, which amounts may be modified by mutual written agreement, and shall name Grantor as an additional insured in its policies. Proof of the additional insured coverage shall be provided by an endorsement or by written confirmation of coverage from the insurance carrier and not merely by the insurance agent. In addition, Grantee agrees that it shall defend, indemnify and hold harmless Grantor for its use of the Travelway pursuant to this Grant of Trail Easement and Right of Way, including, in the event of personal injury or property damage arising out of the negligent acts and/or omissions of Grantee or its contractors, agents, guests, invitees, representatives and employees, any all claims asserted by third parties except that Grantee shall not be obligated to indemnify Grantor or any party for any claims solely due to the negligent acts or omissions of Grantor or such party. The obligations under this paragraph shall not apply to the State of New York should it become the holder of the Conservation Easement.

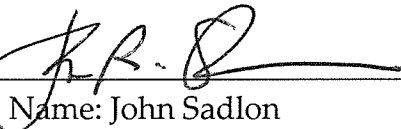
**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR

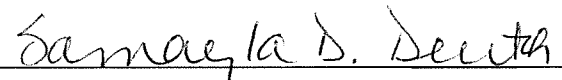
By:  \_\_\_\_\_

Name: Sven Wenske

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

Name: John Sadlon

GRANTEE  
OPEN SPACE INSTITUTE  
LAND TRUST, INC.

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

Name: Samayla D. Deutch

Title: Senior Vice President and General  
Counsel



State of New York            )  
  ), ss:  
County of New York         )

On the 14<sup>th</sup> day of July in the year 2021 before me, the undersigned, personally appeared Sven Wenske, 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/office of individual taking acknowledgement

**JAMES A. GIORDANO**  
**NOTARY PUBLIC STATE OF NEW YORK**  
**REGISTRATION NO. 01G16142799**  
**QUALIFIED IN BRONX COUNTY**  
**COMMISSION EXPIRES MARCH 20, 2022**

State of New York            )  
  ), ss:  
County of New York         )

On the 14<sup>th</sup> day of July in the year 2021 before me, the undersigned, personally appeared John Sadlon, 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/office of individual taking acknowledgement

**JAMES A. GIORDANO**  
**NOTARY PUBLIC STATE OF NEW YORK**  
**REGISTRATION NO. 01G16142799**  
**QUALIFIED IN BRONX COUNTY**  
**COMMISSION EXPIRES MARCH 20, 2022**

State of New York            )  
  ), ss:  
County of New York         )

On the 14<sup>th</sup> day of July in the year 2021 before me, the undersigned, personally appeared Samayla D. Deutch, 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/office of individual taking acknowledgement

**JAMES A. GIORDANO**  
**NOTARY PUBLIC STATE OF NEW YORK**  
**REGISTRATION NO. 01G16142799**  
**QUALIFIED IN BRONX COUNTY**  
**COMMISSION EXPIRES MARCH 20, 2022**

Record and Return:  
Jeffrey P. LeJava  
Vice President & Associate General Counsel  
Open Space Institute Land Trust, Inc.  
1350 Broadway, Suite 201  
New York, New York 10018

SCHEDULE A

*[Property Description]*

**ALL** that certain parcel of land situate in the Town of Philipstown, County of Putnam, and State of New York that is known and designated as Lot 1 on that certain "Final Subdivision Plat of Parcel A1 of Glenclyffe ... Open Space Conservancy, Inc. ...," which was filed in the Putnam County Clerk's office on November 22, 2013, as Map No. 2925C and is thereon bounded and described as follows:

**BEGINNING** at the point on the westerly line of the Bear Mountain - Beacon State Highway No. 5715, also known as N.Y.S. Route 9D, hereinafter "Route 9D", where it is met by the line dividing said Lot 1, on the north, from lands formerly of Underhill and now or formerly of R.A.S.3, L.P., on the south, which point occupies coordinate position

N 497,521.24 (y)  
E 605,165.39 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning along the said R.A.S.3, L.P. lands, continuing along lands formerly of Underhill and now or formerly of Gravinese and continuing further along lands formerly of Underhill, now or formerly of Duncan and shown on that certain "Subdivision Plat ... Mercedes Land & Development Corp. ...," which was filed in the Putnam County Clerk's office on May 18, 1989, as Map No. 2410, the following courses:

N 71°44'07" W 488.09 feet,  
N 72°05'57" W 240.96 feet, and  
N 45°12'57" W 229.71 feet,

to a point in the centerline of the remains of a road formerly known as Beverly Dock Road. Thence still along the said lands shown on Filed Map No. 2410, continuing along other lands of the Province of St. Joseph the Capuchin Order and always along the centerline of the remains of Beverly Dock Road, the following courses:

S 53°45'23" W 98.08 feet,  
S 50°00'23" W 215.80 feet,  
S 25°30'23" W 429.70 feet,  
S 13°00'23" W 171.60 feet,  
S 32°45'23" W 118.00 feet,  
S 62°45'23" W 205.90 feet, and  
S 47°15'23" W 130.38 feet

to a point on the easterly exterior line of lands formerly of Hudson River Railroad Company, formerly of the New York Central Railroad and now or formerly of the Owasco River Railway, Inc. Thence northerly along the easterly exterior line of the said Railroad lands, first on a non-tangent curve to the right, the center of which bears S84°54'50"E, the central angle of which is 13°16'05", the radius of which is 3,042.82 feet for 704.63 feet, and then

N 18°21'15" E 597.62 feet,

to a point at the line dividing said Lot 1, on the south, from Lot 2 on said Filed Map No. 2925C, on the north. Thence along the last-mentioned division line

S 74°37'21" E 61.30 feet,

to a point now designated "**Point A**", which point is the point of beginning of the area within the premises now being described that is subject to an existing option to lease dated June 12, 2014, which option will expire on June 12, 2039, and which point occupies coordinate position

N 498,115.77 (y)

E 603,888.91 (x)

of the New York State Coordinate System, East Zone (NAD 27). Thence continuing along the said line dividing said Lot 1, on the south, from said Lot 2 on said Filed Map No. 2925C, on the north

S 74°37'21" E 528.48 feet, and

N 20°00'00" E 70.00 feet,

to a point at the line dividing said Lot 1, on the south, from New Parcel A2 shown on that certain "Subdivision Plat showing the Further Subdivision of Parcel A ...," which was filed in the Putnam County Clerk's office on May 26, 2005, as Map No. 2925A, on the north. Thence along last-mentioned division line, the following courses:

S 70°00'00" E 135.82 feet,

N 20°00'00" E 91.28 feet,

S 73°00'00" E 90.00 feet, and

N 77°00'00" E 544.75 feet,

N 13°00'00" W 87.46 feet,

N 77°00'00" E 75.00 feet,

S 13°00'00" E 50.00 feet, and

N 77°00'00" E 230.00 feet

to another point on the westerly line of Route 9D. Thence southerly along the westerly line of Route 9D, the following courses:

S 19°28'42" W 284.07 feet,  
S 18°54'34" W 488.57 feet, and  
S 11°11'26" W 47.98 feet,

to the point or place of beginning, containing 20.000 acres, more or less.

**SUBJECT TO** an option to lease dated June 12, 2014, which option will expire on June 12, 2039, that portion of said Lot 1 on Filed Map No. 2925C, hereinabove described, that is bounded and described as follows:

**BEGINNING** at the point on the line dividing said Lot 1, hereinabove described, on the south, from Lot 2 on said Filed Map No. 2925C, on the north, which point was hereinabove designated "**Point A**" and which point occupies coordinate position

N 498,115.77 (y)  
E 603,888.91 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning along the last-mentioned division line

S 74°37'21" E 390.72 feet,

to a point. Thence through said Lot 1 on Filed Map No. 2925C, hereinabove described, the following courses:

S 50°00'23" W 348.79 feet,  
N 74°37'21" W 171.50 feet, and  
N 11°11'20" E 287.77 feet

to "Point A", the point or place of beginning of this optioned area, containing 1.852 acres, more or less.

**N.B.** The meridian (North Point) and coordinate values used in the foregoing description refer to the New York State Coordinate System, East Zone, NAD 1927. The substance of this note should remain with this description in any instrument to which it may become a part.

SCHEDULE B

*[Survey Map]*



## SCHEDULE C

### *[Trail Easement and Right of Way Metes & Bounds Description]*

#### **Description of Public Access Easement Areas SCHEDULE A – LANDS OF SADLON & WENSKE**

**ALL** that certain parcel of land situate in the Town of Philipstown, County of Putnam, and State of New York that is known and designated as Lot 1 on that certain "Final Subdivision Plat of Parcel A1 of Glenclyffe ... Open Space Conservancy, Inc. ...," which was filed in the Putnam County Clerk's office on November 22, 2013, as Map No. 2925C and is thereon bounded and described as follows:

**BEGINNING** at the point on the westerly line of the Bear Mountain - Beacon State Highway No. 5715, also known as N.Y.S. Route 9D, hereinafter "Route 9D", where it is met by the line dividing said Lot 1, on the north, from lands formerly of Underhill and now or formerly of R.A.S.3, L.P., on the south, which point occupies coordinate position

N 497,521.24 (y)  
E 605,165.39 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning along the said R.A.S.3, L.P. lands, continuing along lands formerly of Underhill and now or formerly of Gravinese and continuing further along lands formerly of Underhill, now or formerly of Duncan and shown on that certain "Subdivision Plat ... Mercedes Land & Development Corp. ...," which was filed in the Putnam County Clerk's office on May 18, 1989, as Map No. 2410, the following courses:

N 71°44'07" W 488.09 feet,  
N 72°05'57" W 240.96 feet, and  
N 45°12'57" W 229.71 feet,

to a point in the centerline of the remains of a road formerly known as Beverly Dock Road. Thence still along the said lands shown on Filed Map No. 2410, continuing along other lands of the Province of St. Joseph of the Capuchin Order and always along the centerline of the remains of Beverly Dock Road, the following courses:

S 53°45'23" W 98.08 feet,  
S 50°00'23" W 215.80 feet,  
S 25°30'23" W 429.70 feet,  
S 13°00'23" W 171.60 feet,  
S 32°45'23" W 118.00 feet,  
S 62°45'23" W 205.90 feet, and  
S 47°15'23" W 130.38 feet



to a point on the easterly exterior line of lands formerly of Hudson River Railroad Company, formerly of the New York Central Railroad and now or formerly of the Owasco River Railway, Inc. Thence northerly along the easterly exterior line of the said Railroad lands, first on a non-tangent curve to the right, the center of which bears S84°54'50"E, the central angle of which is 13°16'05", the radius of which is 3,042.82 feet for 704.63 feet, and then

N 18°21'15" E 597.62 feet,

to a point at the line dividing said Lot 1, on the south, from Lot 2 on said Filed Map No. 2925C, on the north. Thence along the last-mentioned division line

S 74°37'21" E 61.30 feet,

to a point now designated "**Point A**", which point is the point of beginning of the area within the premises now being described that is subject to an existing "option to lease" dated June 12, 2014, which option will expire on ----- and which area is described in **Schedule B**, attached hereto, and which point occupies coordinate position

N 498,115.77 (y)  
E 603,888.91 (x)

of the New York State Coordinate System, East Zone (NAD 27). Thence continuing along the said line dividing said Lot 1, on the south, from said Lot 2 on said Filed Map No. 2925C, on the north

S 74°37'21" E 61.27 feet,

to a point now designated "**Point B**", which point is the point of beginning of the "**West Public Access Easement Area**" described in **Schedule C-West** attached hereto, and which point occupies coordinate position

N 498,099.52 (y)  
E 603,947.99 (x)

of the New York State Coordinate System, East Zone (NAD 27). Thence continuing along the said line dividing said Lot 1, on the south, from said Lot 2 on said Filed Map No. 2925C, on the north

S 74°37'21" E 405.91 feet, and  
N 20°00'00" E 70.00 feet,

to a point at the line dividing said Lot 1, on the south, from New Parcel A2 shown on that certain "Subdivision Plat showing the Further Subdivision of Parcel A ...," which was filed in the Putnam County Clerk's office on May 26, 2005, as Map No. 2925A, on the north. Thence along last-mentioned division line

S 70°00'00" E 135.82 feet,

to a point now designated "**Point C**", which point is the point of beginning of the "**Center Public Access Easement Area**" described in Schedule C-Center, attached hereto, and which point occupies coordinate position

N 498,011.21 (y)  
E 604,490.93 (x)

of the New York State Coordinate System, East Zone (NAD 27). Thence continuing along the said line dividing said Lot 1 now being described, on the south, from said New Parcel A2 shown on said Filed Map No. 2925A, on the north, the following courses:

N 20°00'00" E 91.28 feet,  
S 73°00'00" E 90.00 feet, and  
N 77°00'00" E 544.75 feet,

to a corner thereof and a point now designated "**Point D**", which point is the point of beginning of the "**East Public Access Easement Area**" describe in **Schedule C-East**, attached hereto, and which point occupies coordinate position

N 498,193.21 (y)  
E 605,139.00 (x)

of the New York State Coordinate System, East Zone (NAD 27). Thence continuing along the said line dividing said Lot 1 now being described, on the south, from said New Parcel A2 shown on said Filed Map No. 2925A, on the north, the following courses:

N 13°00'00" W 87.46 feet,  
N 77°00'00" E 75.00 feet,  
S 13°00'00" E 50.00 feet, and  
N 77°00'00" E 230.00 feet

to another point on the westerly line of Route 9D. Thence southerly along the westerly line of Route 9D, the following courses:

S 19°28'42" W 284.07 feet,  
S 18°54'34" W 488.57 feet, and  
S 11°11'26" W 47.98 feet,  
to the point or place of beginning, containing 20.000 acres, more or less.

#### **SCHEDULE B – OPTION TO LEASE AREA**

**BEGINNING** at the point on the line dividing said Lot 1, described in **Schedule A** attached hereto, on the south, from Lot 2 on said Filed Map No. 2925C, on the north, which point was designated "**Point A**" in **Schedule A**, attached hereto, and which point occupies coordinate position

N 498,115.77 (y)  
E 603,888.91 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning along the last-mentioned division line

S 74°37'21" E 390.72 feet,

to a point. Thence through said Lot 1 on Filed Map No. 2925C, hereinabove described, the following courses:

S 50°00'23" W 348.79 feet,  
N 74°37'21" W 171.50 feet, and  
N 11°11'20" E 287.77 feet

to "Point A", the point or place of beginning of this optioned area, containing 1.852 acres, more or less.

#### **SCHEDULE C-West – WEST PUBLIC ACCESS EASEMENT AREA**

**BEGINNING** at the point on the line dividing said Lot 1, described in **Schedule A** attached hereto, on the south, from Lot 2 on said Filed Map No. 2925C, on the north, which point was hereinabove designated "**Point B**" in **Schedule A**, attached hereto, and which point occupies coordinate position

N 498,099.52 (y)  
E 603,947.99 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from the said point of beginning along the last-mentioned division line.

S 74°37'21" E 37.51 feet,

to a point. Thence through the lands hereinabove described, Parcel 1 on said Filed Map No. 2925C, the following courses:

S 21°30'00" E 68.22 feet,  
S 67°55'00" E 70.00 feet,  
S 44°30'00" E 78.00 feet,  
S 20°55'00" W 58.00 feet,  
S 47°55'00" W 77.00 feet,  
N 83°00'00" W 101.00 feet,  
S 72°20'00" W 50.00 feet,  
S 44°50'00" W 89.00 feet,

S 81°30'00" W 78.00 feet,  
S 18°55'00" W 159.50 feet,  
S 06°40'00" W 141.00 feet,  
S 15°23'00" W 164.50 feet,  
S 58°40'00" W 68.50 feet,  
S 11°50'00" W 130.00 feet,  
S 40°50'00" E 49.50 feet,  
N 70°45'00" E 70.00 feet,  
S 59°10'00" E 55.50 feet,  
N 64°35'00" E 31.00 feet,  
N 26°35'00" E 76.50 feet,  
N 41°00'00" E 52.50 feet,  
N 00°55'00" W 47.00 feet,  
N 45°15'00" E 34.50 feet,  
N 25°30'23" E 481.50 feet,  
N 50°00'23" E 223.55 feet,  
N 53°45'23" E 99.59 feet, and  
N 56°15'00" E 172.88 feet,

to a point on the line dividing said Lot 1 on Filed Map No. 2925C described in **Schedule A** attached hereto, on the south, from said New Parcel A2 shown on said Filed Map No. 2925A, on the north. Thence along the last-mentioned division line

S 70°00'00" E 37.20 feet,

to a point. Thence through said Lot 1 on Filed Map No. 2925C hereinabove described

S 56°15'00" W 194.22 feet,

to a point in range with the northeasterly line of lands formerly of Underhill and now or formerly of Duncan shown on the aforementioned Filed Map No. 2925A and 1 foot northwesterly from the northwesterly line thereof. Thence continuing through said Lot 1 on Filed Map No. 2925C, described in **Schedule A** attached hereto, along a line that is at all times 1 foot northwesterly from and parallel to the northwesterly line of the said Duncan lands, the following courses:

S 53°45'23" W 97.95 feet,  
S 50°00'23" W 216.05 feet,  
S 25°30'23" W 430.03 feet,  
S 13°00'23" W 171.54 feet,  
S 32°45'23" W 117.56 feet,  
S 62°45'23" W 205.77 feet, and  
S 47°15'23" W 59.72 feet,

to a point on range with the line dividing said lands of Duncan, on the northeast from other lands of the Province of St. Joseph of the Capuchin Order on the southwest. Thence continuing through the lands

described in **Schedule A** attached hereto

S 52°59'37" E 1.02 feet

to the southeasterly line thereof where it is met by the said line dividing said lands of Duncan, on the northeast from other lands of the Province of St. Joseph of the Capuchin Order, on the southwest and the centerline of the remains of Beverly Dock Road. Thence along the said other lands of the Province of St. Joseph of the Capuchin Order and the centerline of the remains of Beverly Dock Road

S 47°15'23" W 70.98 feet

to a point on the easterly exterior line of lands formerly of Hudson River Railroad Company, formerly of the New York Central Railroad and now or formerly of the Owasco River Railway, Inc. Thence northerly along the easterly exterior line of the said Railroad lands on a non-tangent curve to the right, the center of which bears S84°54'50"E, the central angle of which is 09°48'50", the radius of which is 3,042.82 feet for 521.19 feet to a point. Thence once again through said Lot 1 on Filed Map No. 2925C described in **Schedule A** attached hereto, the following courses:

S 46°30'00" E 57.36 feet,  
N 15°23'00" E 130.79 feet,  
N 06°40'00" E 141.93 feet,  
N 18°55'00" E 180.95 feet,  
N 81°30'00" E 86.29 feet,  
N 44°50'00" E 86.40 feet,  
N 72°20'00" E 63.90 feet,  
S 83°00'00" E 93.86 feet,  
N 47°55'00" E 56.10 feet,  
N 20°55'00" E 31.53 feet,  
N 44°30'00" W 52.52 feet,  
N 67°55'00" W 76.65 feet, and  
N 21°30'00" W 103.59 feet

to "Point B", the point or place of beginning of this easement area.

**N.B.** The meridian (North Point) and coordinate values used in the foregoing description refer to the New York State Coordinate System, East Zone, NAD 1927. The substance of this note should remain with this description in any instrument to which it may become a part.

#### **SCHEDULE C-Center – PUBLIC ACCESS EASEMENT AREA**

**BEGINNING** at the point on the line dividing said Lot 1 on Filed Map No. 2925C, described in **Schedule A**, attached hereto, on the south, from said New Parcel A2 shown on said Filed Map No. 2925A, on the north, that was designated "**Point C**" in said **Schedule A**, attached hereto, and which point occupies coordinate position

N 498,011.21 (y)  
E 604,490.93 (x)

of the New York State Coordinate System, East Zone (NAD 27).

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

N 20°00'00" E 91.28 feet,  
S 73°00'00" E 90.00 feet, and  
N 77°00'00" E 151.85 feet,

to a point. Thence through said Lot 1 on Filed Map No. 2925C, described in **Schedule A** attached hereto, the following courses:

S 38°07'06" W 62.13 feet,  
S 65°04'22" W 96.22 feet, and  
S 88°16'58" W 139.70 feet

to "Point C", the point or place of beginning of this easement area.

**N.B.** The meridian (North Point) and coordinate values used in the foregoing description refer to the New York State Coordinate System, East Zone, NAD 1927. The substance of this note should remain with this description in any instrument to which it may become a part.

#### **SCHEDULE C-East – EAST PUBLIC ACCESS EASEMENT AREA**

##### **(1) EAST PUBLIC ACCESS EASEMENT AREA**

**BEGINNING** at the corner on the line dividing said Lot 1 on Filed Map No. 2925C, described in **Schedule A**, attached hereto, on the south, from said New Parcel A2 shown on said Filed Map No. 2925A, on the north, that was designated "**Point D**" in said **Schedule A**, which point occupies coordinate position

N 498,193.21 (y)  
E 605,139.00 (x)

of the New York State Coordinate System, East Zone (NAD 27).

**THENCE** from said point of beginning, along the last-mentioned division line

N 13°00'00" W 30.11 feet,

to a point. Thence through said Lot 1 on Filed Map No. 2925C, described in **Schedule A** attached hereto

N 82°00'00" E 172.66 feet, and  
S 68°00'00" E 100.27 feet

to a point on the westerly line of said Route 9D. Thence southerly along the westerly line of said Route 9D

S 19°28'42" W 189.35 feet, and  
S 18°54'34" W 73.21 feet,

to a point. Thence once again through said Lot 1 on Filed Map No. 2925C, described in **Schedule A** attached hereto the following courses:

N 07°00'00" E 142.21 feet,  
N 19°28'42" E 95.00 feet,  
N 68°00'00" W 63.52 feet,  
S 82°00'00" W 162.00 feet,

to "Point D", the point or place of beginning of this easement area.

**N.B.** The meridian (North Point) and coordinate values used in the foregoing description refer to the New York State Coordinate System, East Zone, NAD 1927. The substance of this note should remain with this description in any instrument to which it may become a part.

Prepared by

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