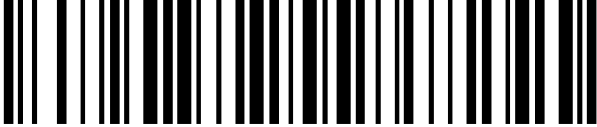




PUTNAM COUNTY – STATE OF NEW YORK
 MICHAEL C. BARTOLOTTI, COUNTY CLERK
 40 GLENEIDA AVENUE, ROOM 100
 CARMEL, NEW YORK 10512

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



BOOK/PAGE: 2226 / 1
 INSTRUMENT #: 9031-2021

 Receipt#: 2021065060
 Clerk: CJ
 Rec Date: 08/03/2021 02:20:19 PM
 Doc Grp: D
 Descrip: EASEMENT
 Num Pgs: 58
 Rec'd Frm: STATEWIDE ABSTRACT CORP

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

Recording:

Cover Page	5.00
Recording Fee	305.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 335.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 335.00

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

***** Transfer Tax *****
 Transfer Tax #: 27
 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

SA120981 T10 Philipstown
Sec 71 Blk 1 Lot 13.111

CONSERVATION EASEMENT

[*Glencllyffe South*]

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this 14th day of July 2021, between Sven Wenske and John Sadlon, having a mailing address at 529 West 42nd Street, Apartment 6G, New York, New York 10036 ("Grantor"), and OPEN SPACE INSTITUTE LAND TRUST, INC., a New York not-for-profit corporation having its principal place of business at 1350 Broadway, Suite 201, New York, New York 10018 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is owner in fee 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 Glencllyffe" 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 on Exhibit A attached hereto and made a part hereof (the "Property") and as more particularly described ("Conservation Easement") and depicted on the Conservation Easement map (the "Conservation Easement Map") on Exhibit B attached hereto and made a part hereof; and

WHEREAS, it is the objective of the State of New York to protect the delicate physical and biological resources of the Hudson Highlands and to encourage proper management of forest, water and recreational resources and to preserve the open spaces that are essential and basic to the unique character of the Hudson River Valley; and

WHEREAS, the Property is prominently visible by the public from the Hudson River and State Route 9D, thus providing a significant public benefit; and

WHEREAS, the Property is characterized by scenic views, open space and natural beauty; including woodlands, and a stream all having outstanding scenic, ecological, and natural characteristics; and

WHEREAS, the Property adjoins lands already encumbered by a conservation easement protected and held by Grantee; and

WHEREAS, conservation of the Property buffers those protected lands, thereby providing additional protection to important water, scenic and other natural resources; and

WHEREAS, the use of the Property for residential and recreational purposes, subject to the terms of this Conservation Easement, is consistent with the Grantee's conservation objectives within the Hudson Highlands; and

WHEREAS, the Legislature of the State of New York ("State") has found and declared that in order to implement the public policy of the State of conserving, preserving, and protecting its environmental assets and natural and man-made resources, the preservation, development, and improvement of forest lands is fundamental to the maintenance, enhancement, and improvement of, among other things, balanced economic growth and the quality of life in all areas of the State, and in furtherance thereof has enacted Article 49, Title 3 of the Environmental Conservation Law of the State of New York (the "ECL") to provide for and encourage the limitation and restriction of development on, and use of, real property through conservation easements; and

WHEREAS, Grantee, Open Space Institute Land Trust, Inc., is a publicly supported non-profit corporation incorporated under the laws of the State of New York, and represents and warrants that it is a New York not for profit corporation within the meaning of Article 49, Title 3 of the ECL, is organized for among other purposes, conserving real property in New York State and elsewhere, is a tax-exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c); and

WHEREAS, Grantor and Grantee desire to ensure that, as outlined in the purposes of this Conservation Easement as stated below, the forestry, water quality of the Property's wetlands and streams, and general scenic and open space characteristics of the Property will be protected for the benefit of future generations, and desire to do this by entering into this Conservation Easement pursuant to the provisions of Article 49, Title 3 of the ECL; and

WHEREAS, Grantor intends to grant the property interest conveyed by this deed to the Grantee for the exclusive purposes of ensuring the continued proper management of the forest, water and other resources on the Property, as a model for stewardship in perpetuity, pursuant to the terms and conditions contained herein, achieves the conservation purposes set forth herein; and

WHEREAS, this grant of Conservation Easement is subject to a Trail Easement and Right-of-Way over the Property hereby granted by Grantor to Grantee and its successors and assigns to be recorded prior to this Conservation Easement in the office of the Putnam County Clerk substantially in the form attached hereto and made a part hereof as Exhibit C (hereinafter "Trail Easement"); and

WHEREAS, this grant of Conservation Easement is subject to the Declaration of Common Facilities and Easement Agreement entered into on March 20, 2003 ("Declaration") and recorded in the office of the Putnam County Clerk ("Clerk's Office") at Liber 1617, Page 420 as amended by Amendment to Declaration dated August 11, 2006 recorded in the Clerk's Office in Liber 1819, Page 477 and further amended by Amendment to Declaration dated June 12, 2014 recorded in the Clerk's Office in Liber 1953, Page 57, by Third Amendment to Declaration dated June 26, 2019 recorded in the Clerk's Office in Book 2157 Page 163 and by Fourth Amendment to Declaration dated 7/14/21 to be recorded in the Clerk's Office prior hereto.

WHEREAS, this grant of Conservation Easement is subject to the 1.8-acre Fish Mansion Landscape Option entered into on June 12, 2014 and recorded in the office of the Putnam County Clerk at Book 1953, Page 99 as Instrument No. 1501214; and

WHEREAS, Grantor has received independent legal and financial advice regarding this Conservation Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Conservation Easement in order to achieve its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

ARTICLE ONE
GRANT AND IMPLEMENTATION OF EASEMENT

Grantor voluntarily grants to Grantee and its successors and assigns, and Grantee voluntarily accepts, a perpetual conservation easement (hereinafter the "Conservation Easement"), an immediately vested interest in real property as defined by the ECL, over the Property for the benefit of the general public, including but not limited to the right to view the Property in its scenic and aesthetics state, as that state exists on the date of this grant or as it may exist in the future as a result of natural processes, and uses consistent with the rights reserved herein by Grantor, which Conservation Easement shall run with and bind the Property in perpetuity.

Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor acknowledges Grantee's authority to enforce this Conservation Easement in the manner described herein.

This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the provisions of this Conservation Easement.

ARTICLE TWO
PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement is to conserve the natural, scenic, historic, and aesthetic character of the Property, including its forest lands, while providing for its compatible use, including limited development as permitted by this Conservation Easement deemed compatible with such character. It is also a purpose of this Conservation Easement to prevent any use of the Property that will significantly impair or interfere with the conservation values or interests of the Property described above. Grantor intends that this Conservation Easement will forever limit the use of the Property to those activities that are consistent with the purpose of this Conservation Easement.

ARTICLE THREE
WARRANTIES

Grantor warrants and represents to Grantee that Grantor is the fee title owner of the Property described in Exhibit A; that Grantor has the right and intent to grant this

Conservation Easement; and that any mortgage encumbering the Property is subordinated to the terms and provisions of this Conservation Easement.

Grantee warrants and represents that it possesses the intent, ability, commitment, and resources to enforce the terms and conditions of this Conservation Easement, and that the Property meets the criteria adopted by Grantee relating to the properties over which Grantee should accept the responsibility of holding a conservation easement.

ARTICLE FOUR
RESERVED RIGHTS OF GRANTOR

Grantor reserves for Grantor and Grantor’s successors in interest with respect to the Property, all rights with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, subject to the restrictions and covenants set forth in this Conservation Easement. Although this Conservation Easement has been created for the benefit of the general public through protection and preservation of water and land resources and natural beauty, nothing herein contained shall be construed as a grant to the general public of any right to enter upon any part of the Property.

ARTICLE FIVE
USE, PROHIBITIONS AND RESTRICTIONS APPLICABLE TO THE PROPERTY

Except as otherwise provided for and reserved to Grantor in Article Four of this Conservation Easement, the following uses, prohibitions and restrictions shall apply to the Property:

5.1 Use. The Property shall be used solely for residential purposes in accordance with the terms of this Conservation Easement subject to the Trail Easement as set forth in Exhibit C and any other restrictions, easements or encumbrances of record affecting the Property.

5.2 Prohibited Uses. No commercial, industrial or institutional use of the Property shall be permitted, except that the following shall be allowed within the limits of permitted structures and improvements: professional, business or artistic use;

provided, however, that such use is not readily visible or audible outside a permitted structure and that any traffic attributable to such use is not in excess of that associated with private residential use.

5.3 Subdivision. The Property may not be subdivided.

Notwithstanding the limitation on subdivision set forth above, portions of the Property may be conveyed to abutters to the extent necessary to resolve bona fide boundary disputes, which conveyances shall not constitute a subdivision for purposes of this Conservation Easement, provided that (i) any conveyance for the purpose of resolving a bona fide boundary dispute requires the approval of Grantee which shall not be unreasonably withheld, conditioned, or delayed; (ii) the portion of the Property conveyed to a third-party to resolve a boundary dispute shall not remain subject to the terms of this Conservation Easement; and (iii) any real property received by the Grantor in exchange for such conveyance to resolve a boundary dispute shall become subject to this Conservation Easement unless Grantee agrees otherwise.

Notwithstanding the limitation on subdivision set forth above, portions of the Property may be merged with adjoining lots by conveyance by the owner of the adjoining lot to the Grantor, and any such merger with an adjoining lot shall not be deemed to create a separate parcel or lot under this Section 5.3. The portion of the Property acquired by merger shall be subject to the terms of this Conservation Easement.

The grant of a mortgage on all or a portion of the Property, provided that the mortgage, is subject to and subordinated to this Conservation Easement, shall not constitute a subdivision for the purposes of this Conservation Easement. Only a part of the Property that has been legally sold or conveyed separately from the remainder of the Property, in conformity with this Section 5.3, may be mortgaged separately from the remainder of the Property.

Except as specifically set forth above, any portion of the Property that is conveyed, subdivided or merged shall remain subject to this Conservation Easement.

5.4 Structures: No permanent or temporary structures shall hereafter be placed or maintained on the Property, except as specifically provided below.

5.4.1 Existing Structures. No Structures currently exist on the Property.

5.4.2 New Structures. New Structures may be constructed only within a forty thousand (40,000) square foot permitted building area (“Permitted Building Area”) to be located based upon the requirements of the Code of the Town of Philipstown, Putnam County, New York (hereinafter “Philipstown Code”) within the boundaries of the larger potential build area as depicted on the Conservation Easement Map.

The following New Structures may be constructed on the Property:

5.4.2(i) Residential Structure. A single residential structure (and usual and customary appurtenances thereto, including by way of example only, solar panels located on the roof of said structure, a residential emergency generator, sprinkler system, deer fence, etc.) (collectively, the “Residential Structure”) may be constructed on the Property within the Permitted Building Area. The Residential Structure shall not exceed thirty (30) feet in height, excluding chimneys, conform to the requirements of the Philipstown Code, and shall be sited, designed, constructed and landscaped so as to reasonably minimize visual impacts.

5.4.2(ii) Accessory Structures. Accessory Structures associated with the Residential Structure, such as, by way of example only, a garage/barn (which may include a home or professional office consistent with Section 5.2 hereof), shed, pool, deck, patio, greenhouse, tennis court, gazebo, accessory apartment, or other common residential outbuildings, may be constructed on the Property within the Permitted Building Area, and may be maintained and rebuilt by the Grantor; provided, however, that any such Accessory Structures shall be sited, designed, constructed and landscaped so as to reasonably minimize visual impacts.

5.4.2(iii) Screening. Any structures on the Property shall be properly screened from view from State Route 9D and the Hudson River using native trees or other appropriate plantings or structures (e.g., rock walls) as per local codes, rules, regulations and guidelines and consistent with similarly situated and adjacent parcels.

5.4.2(iv) Prohibition. Except as set forth in this Section 5.4, no structures may be constructed or erected on the Property.

5.4.3 Driveways, Parking Areas, Utilities, Etc. Driveways, parking areas, wells, septic systems and other utilities as necessary to serve the Residential Structure, including utility lines required to service the Property but excluding high-voltage lines, may be built and maintained on the Property, provided that, in the case of driveways,

parking areas and above-ground utilities, they are sited, designed, constructed and landscaped so as to reasonably minimize erosion and visual impacts.

The use of the Property for a leaching or sewage field shall be prohibited, except to service the Residential Structure if permitted by the Philipstown Code.

5.4.4 Fences, Walls, Signs, Etc. Fences, stone walls, culverts, and irrigation and drainage ways as are normal and customary for rural residential uses in the Town of Philipstown may be erected anywhere on the Property, provided that they are, to the extent practical, constructed and located in a manner which reasonably minimizes erosion and negative impacts on the Property, and do not require the cutting of any trees (except fallen, dead, diseased or dangerous trees) or cause any impact to the Trail Easement.

The display of signs, billboards, or advertisements shall be prohibited, except signs whose placement, number, and design do not significantly diminish the scenic character of the Property and only for any of the following purposes: (a) to state the name of the Property, the name and address of the owner, and other identifying information, (b) to temporarily advertise the Property or any portion thereof for sale or rent, (c) to post the Property to control unauthorized entry or use, or (d) to declare the existence of Grantee's conservation easement.

5.5 Cutting and Clearing Trees. Except as set forth in the Trail Easement, no cutting or removing of trees on the Property shall be permitted except: (1) to remove those trees and limbs which are fallen, dead, diseased or dangerous; (2) to provide for the construction of any structures or improvements allowed under this Conservation Easement; (3) to prune trees and bushes and otherwise cut, trim, and maintain existing trees and bushes in a manner consistent with reasonable forest management practices and (4) to preserve the viewshed from the Premises toward the Hudson River, but only to the extent reasonably necessary and with the prior consent of Grantee.

5.6 Recreational Trails and Paths. Recreational trails and paths and roads may be located anywhere on the Property by Grantor, provided that they are, to the extent practical, constructed and located in a manner which reasonably minimizes erosion and negative impacts on the Property and do not require the cutting of any trees.

5.7 Motorized Vehicles. The use of snowmobiles, dune buggies, motorcycles, motorized bicycles (mopeds), all-terrain vehicles, and all other types of motorized

vehicles for commercial or recreational purposes is strictly prohibited, except (i) lawnmowers, snow blowers, snow plows, all-terrain vehicles (e.g. tractors and/or four wheelers) and similar equipment commonly used and solely used in connection with residential lawn, landscape and property maintenance and (ii) in the case of an emergency.

5.8 Mining and Other On-Site Extractive Activity. Exploration for, or development, storage and extraction of, minerals and hydrocarbons on or from the Property by any method is prohibited. Specifically, no quarry, gravel pit, surface or subsurface mining or drilling, or other mining or drilling activities shall be permitted on or under the Property. Grantor may remove sand and gravel on the Property for purposes of constructing the Residential Structure, Accessory Structures or improvements allowed under Section 5.4.2, provided that said removal is reasonably necessary for, and incidental to, carrying out the improvements and uses permitted on the Property by this Conservation Easement.

5.9 Dumping and Storage. No dumping or storage of non-composted organic waste, sewage, household garbage not produced by Grantor's use, or any hazardous or toxic waste, substance or material shall be allowed on the Property, except (i) temporary, containerized storage of garbage and wastes from residential use of the Property prior to transport for proper disposal, (ii) to the minimum extent necessary to respond to a bona fide emergency, and (iii) as reasonably necessary to carry out those activities that are reserved to the Grantor by this Conservation Easement.

5.10 Well, Septic System. One or more wells, septic system and related appurtenances may be located anywhere on the Property outside the area of the Trail Easement as required by applicable code.

ARTICLE SIX
ADDITIONAL COVENANTS AND PROVISIONS

6.1 Existing Conditions; Baseline Documentation Report. By its execution of this Conservation Easement, Grantee acknowledges that the present condition, uses and structures of the Property are compatible with the purposes, terms and conditions of this Conservation Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Conservation Easement, a Baseline Documentation Report ("BDR"), including photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and copies thereof will be kept on file with Grantee and Grantor. Notwithstanding the

foregoing, Grantor and Grantee may use information other than that found in the BDR to evidence the present condition of the Property.

6.2 Enforcement. Grantor acknowledges and agrees that Grantee's remedies at law for any violations of this Easement are inadequate. Therefore, in addition to, and not in limitation of, any other rights of Grantee hereunder at law or in equity, in the event any breach, default or violation of any term, provision, covenant or obligation on Grantor's part to be observed or performed pursuant to this Conservation Easement is not cured by Grantor within forty- five (45) days of written notice provide by Grantee to Grantor, Grantee shall have the right, at Grantee's election:

- (i) to institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction,
- (ii) when necessary to prevent irreversible harm to the open space values of the Property and the purpose of this Conservation Easement, as defined in Article Two, or in the event that a court of competent jurisdiction orders Grantor to undertake any action on the Property and Grantor fails to do so, to enter upon the Property and exercise reasonable efforts to terminate or cure such breach, default or violation and/or cause the restoration of that portion of the Property affected by such breach, default or violation to the condition that existed prior thereto; or
- (iii) to seek or enforce such other legal and/or equitable relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purposes of this Conservation Easement; provided, however, that any failure, delay or election to so act by Grantee shall not be deemed to be a waiver or a forfeiture of any right or available remedy on Grantee's part with respect to such breach, default, or violation or with respect to any other breach, default, or violation of any term, condition, covenant or obligations under this Conservation Easement.

6.2.1 Legal Expenses. If a court of competent jurisdiction determines that a violation has occurred hereunder, Grantor shall reimburse Grantee, as applicable, for all reasonable actual and substantiated fees and costs, including without limitation, all fees, costs and expenses of investigation, dispute management, negotiation, mediation, settlement or suit and reasonable, actual and substantiated attorney's, experts and

consultants fees, staff time and any fees and costs of restoration, remediation or other damage correction necessitated by any such action.

6.2.2 No Third-Party Beneficiaries. This Conservation Easement may only be enforced as provided in ECL Section 49-0305. The parties hereto do not intend for other persons or entities (such as adjoining landowners, members of the public, or other non-governmental organizations) to have enforcement rights as third-party beneficiaries of this Conservation Easement.

6.3 Limits of Grantor's Liability. Any other provision of this Conservation Easement to the contrary notwithstanding, the Grantor shall have no liability of any kind to Grantee from any damage or change to the Property or any portion thereof caused by any third parties not subject to the control of the Grantor, or any other actions or events beyond her, his or its control.

6.4 Amendment. This Conservation Easement may be amended only upon the written consent of Grantee and by a recorded instrument signed by the Grantor of the Property (or of the portion of the Property affected by such amendment) and Grantee. Any amendment of this Conservation Easement shall be at the sole discretion of Grantee (which may establish such requirements for the submission of plans and other documentation as it deems necessary to make the determination required or permitted of it hereunder) and only if such amendment: a) upholds the Conservation Values that are protected by this Conservation Easement; b) is consistent with the applicable Purpose(s) of this Conservation Easement and with the Grantee's then-current Conservation Easement Amendment Policy; c) does not affect the perpetual nature of this Conservation Easement; and d) complies with Article 49, Title 3 of the New York Environmental Conservation Law. Should Grantor request the amendment, it shall reimburse Grantee for all expenses, including staff time and reasonable actual and substantiated attorney's fees and other professional costs, incurred in evaluating, preparing and executing the amendment.

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

"This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted

to Open Space Institute Land Trust, Inc. by instrument dated July 14, 2021, 2021, and recorded in the office of the Clerk of Putnam County at Liber ___ of Deeds at Page___."

The failure to include such language in any deed or instrument shall not affect the validity or applicability of this Conservation Easement to such property.

6.6 Taxes and Assessments. Grantor shall continue to pay all taxes, levies and assessments and other governmental or municipal charges which may become a lien on the Property. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten days prior written notice to Grantor, according to any bill or statement procured from the appropriate public office. That payment, if made by Grantee, shall, to the extent permitted by law, become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two (2) percentage points over the prime rate of interest from time to time charged by Citibank, N.A., or its corporate successor.

6.7 Assignment. This Conservation Easement may be assigned by Grantee, provided, however, that an assignment may be made (i) only to a not-for-profit conservation organization with substantially similar corporate purposes or otherwise as provided in Article 49, Title 3, of the ECL, (ii) in accordance with Section 8.1 hereof, and (iii) only after sixty (60) days written notice has been given to Grantor. No assignment may be made to the State of New York or any government agency without the written consent of Grantor, which may be withheld at Grantor's sole discretion for any reason.

6.8 Notices. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received if personally delivered, or three days after mailing by certified or registered mail, return receipt requested, postage prepaid, or one day after sending by an overnight delivery service which provides verification of delivery, properly addressed as follows: (a) if to Grantee, at address set forth above; (b) if to Grantor, at the address set forth above; (c) if to any subsequent Owner or Grantor, at the address of the Property. Any party can change the address to which notices are to be sent to him, her, or it by duly giving notice pursuant to this Section.

6.9 Re-recording. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation

Easement; for such purpose, Grantor appoints Grantee its attorney-in-fact to execute, acknowledge, and deliver any necessary instrument on its behalf; provided, however, that prior to executing any such documents on behalf of Grantor, Grantee shall first provide Grantor with a copy of such documents and thirty (30) days to execute same on Grantor's own behalf. Without limiting the foregoing, Grantor agrees to execute any such instrument upon request.

6.10 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or uses thereof. As used in this Conservation Easement, the term "Owner or Grantor" includes the owner of any beneficial equity interest in the Property or any portion thereof; the term "Grantor" includes the original Grantor, her, his or its heirs, successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

6.11 Liability. Grantee has no affirmative obligations relating to the maintenance of the Property except as set forth in the Trail Easement. Grantee shall not be responsible for injuries or damage to persons or property in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, except with respect to any loss, injuries or damage caused by Grantee, its directors, officers, employees, agents, representatives, or independent contractors and provided that the foregoing shall not absolve Grantee of any liabilities it might otherwise have, independently of this Agreement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition or other harm to come into existence on the Property. Except as provided above, Grantee shall have no liability to Grantor or any other owner for Grantee's, its directors, officers, employees, agents, representatives, or independent contractors, acts taken in good faith and without negligence in connection with the enforcement provisions set forth in this Article Six.

6.12 Indemnification. Grantor shall indemnify and hold Grantee harmless for any liability, costs, reasonable, actual and substantiated attorney's fees, judgments or expenses to Grantee or any of its directors, officers, employees, agents or independent contractors arising from the physical maintenance or condition of the Property except as set forth in Section 6.11 hereof and with respect to Grantee's obligations to maintain the

Trail Easement (if and when Grantee has elected to construct same) or from any taxes, levies or assessments upon it or resulting from this Conservation Easement, all of which shall be considered Grantor's obligations.

6.13 Third-Party Claims. Grantor shall indemnify and hold Grantee harmless for any liability, costs, reasonable, actual and substantiated attorney's fees, judgments, or expenses to Grantee or any of its directors, officers, employees, agents, representatives or independent contractors resulting: (a) from injury to persons or damages to property arising from any activity on the Property, except those due to the acts of Grantee, its directors, officers, employees, agents, representatives or independent contractors; and (b) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this Conservation Easement, excepting any of those matters arising from the acts of Grantee, its directors, officers, employees, agents, or independent contractors.

6.14 Development Rights. Grantor hereby grants to Grantee all existing development rights (and any further development rights that may be created through a rezoning of the Property) on the Property (other than those retained and permitted under this Conservation Easement), and the parties agree that all such rights are hereby terminated and extinguished. Such rights may not be used or transferred to any other parcels. The use of the acreage of the Property for purposes of calculating lot yield on any other property shall be prohibited.

6.15 Non-Merger. This Conservation Easement shall survive any merger of the fee title to the Property and the ownership of the Conservation Easement and shall not be thereby extinguished.

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

6.17 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to this Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 6.4.

6.18 Severability. If a court of competent jurisdiction shall declare any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, to be invalid or unenforceable, such ruling shall not affect the validity of any other provision of this Conservation Easement, which shall otherwise remain in full force and effect.

6.19 Interpretation. This instrument is intended to create a “qualified real property interest” for “conservation purposes,” as defined in Section 170(h) of the Internal Revenue Code and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a “qualified real property interest” for “conservation purposes,” such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

If any provision of this Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretations as would render it valid and be consistent with the purposes of this Conservation Easement. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and this Conservation Easement shall be interpreted broadly to affect the purposes of this Conservation Easement as intended by the parties. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited its right to use the Property, except as recited herein, be construed at all times and by all parties to effectuate its purposes.

6.20 Successors. Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

6.21 Termination of Rights and Obligations. A party’s rights and obligations under this Conservation Easement shall terminate upon transfer of such party’s interest in this Conservation Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

6.22 Additional Rules of Interpretation. The following additional rules shall govern the interpretation of this Conservation Easement:

- (i) a reference to any law shall include any amendment or modification to such law, or any law superseding such law;
- (ii) the terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms as used in this document refer to the entire document, and the term “heretofore” shall mean before, and the word “hereafter” shall mean after, the date of the execution and delivery of this document;
- (iii) the terms “include”, “includes” and “including” are not limiting;
- (iv) words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number, and vice versa;
- (v) words importing persons shall include firms, associations, partnerships, trusts, corporations and all other legal entities, including public bodies, as well as natural persons; and
- (vi) a reference to any person shall include the person’s successors and assigns.

6.23 Governing Law. This Conservation Easement shall be interpreted and construed under the laws of the State of New York.

6.24 Counterparts. This Conservation Easement may be executed in counterparts all of which when taken together will constitute one and the same document.

ARTICLE SEVEN
QUALIFIED CONSERVATION CONTRIBUTION COVENANTS

7.1 Continuity. Grantee agrees that it will assign this Conservation Easement only if such assignment is permissible under Section 7.7 and only to an assignee that (a) is a qualified organization as defined in Section 170(h) of the Internal Revenue Code, (b) is a not-for-profit conservation organization as that term is defined in Article 49, Title 3 of the ECL, or is otherwise eligible to hold conservation easements under New York law, and which (c) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder.

Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee which encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility for monitoring and enforcing it.

7.2 Notice. Grantor agrees to notify Grantee of any conveyance, long term lease (i.e., in excess of three years) or transfer of all or part of the Property, such notice to be given in writing at least thirty (30) days in advance of such conveyance, long term lease or transfer.

7.3 Inspection. The Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, on a yearly basis, only after giving one (1) week notice, to inspect for compliance with the terms of this Conservation Easement.

7.4 Extinguishment. Grantor and Grantee agree that the donation of this perpetual Conservation Easement gives rise to a property right, immediately vested in the Grantee. The value of Grantee's property right is at all times at least equal to a percentage of the fair market value that the rights conveyed bear to the value of the property as a whole (the "easement percentage interest"). The easement percentage interest remains constant, established as of the time of the gift, equal to the fair market value of the easement at the time of the gift (numerator), over the fair market value of the property as a whole at the time of the gift (denominator) as set forth in Treas. Reg. §1.170A-14(g)(6)(ii) or any successor regulation.

In the event of extinguishment of the Conservation Easement by a judicial proceeding or exercise of eminent domain, Grantee is entitled to its share of the proceeds of any subsequent sale, exchange or involuntary conversion of the Property formerly subject to this Conservation Easement, according to Grantee's easement percentage interest in the property as a whole, as determined and as required under Treas. Reg. §1.170-A- 5 14(g)(6)(ii), unless state law provides that the donor is entitled to the full proceeds from the conversion without regard to the terms of the perpetual Conservation Easement.


When Grantor pays such proceeds to the Grantee, the payment shall not be later than the subsequent sale, exchange or involuntary conversion of the property,

whichever occurs first. The Grantee must use the proceeds of the easement percentage interest in a manner consistent with the conservation purposes as set forth in IRC §170(h)(4)(A).

IN WITNESS WHEREOF, the parties have executed this instrument this 14th day of July 2021.

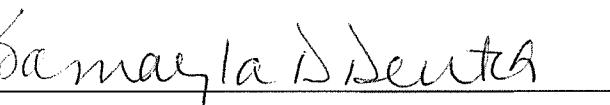
GRANTOR:

By: 
Sven Wenske

By: 
John Sadlon

GRANTEE:

OPEN SPACE INSTITUTE LAND TRUST, INC.

By: 
Name: Samayla D. Deutch
Title: Senior Vice President and General Counsel

Attachments:

Exhibit A (Description of Property)

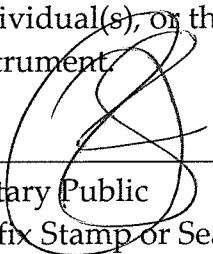
Exhibit B (Description of Conservation Easement and Conservation Easement Map)

Exhibit C (Trail Easement and Right-of-Way)

ACKNOWLEDGEMENTS

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

On the 14th 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.

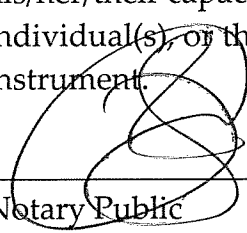


Notary Public
(Affix Stamp or Seal)

JAMES A. GIORDANO
NOTARY PUBLIC STATE OF NEW YORK
REGISTRATION NO. 01G16142799
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES MARCH 20, 20 22

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

On the 14th 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.

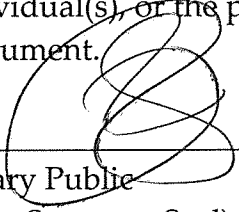


Notary Public
(Affix Stamp or Seal)

JAMES A. GIORDANO
NOTARY PUBLIC STATE OF NEW YORK
REGISTRATION NO. 01G16142799
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES MARCH 20, 20 22

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

On the 14th 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.



Notary Public
(Affix Stamp or Seal)

JAMES A. GIORDANO
NOTARY PUBLIC STATE OF NEW YORK
REGISTRATION NO. 01G16142799
QUALIFIED IN BRONX COUNTY
COMMISSION EXPIRES MARCH 20, 20 *22*

Reserve this space for use
of Recording Office:

Record and return by mail to:
Open Space Institute Land Trust, Inc.
1350 Broadway, Suite 201
New York, New York 10018
Attn: Jeffrey P. LeJava, Esq.

EXHIBIT A
(Description of Property)

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.

EXHIBIT B

(Description of Conservation Easement and Conservation Easement Map)

Description of Conservation Easement Area

SCHEDULE A – CONSERVATION EASEMENT AREA

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 June 12, 2039 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 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, described in Schedule A, attached hereto, 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 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 described in Schedule A, attached hereto, 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 described in Schedule A, attached hereto

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 if 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 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 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 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.

SCHEDULE D –BUILDING ENVELOPE

BEGINNING at the point within Lot 1 on Filed Map No. 2925C described in **Schedule A**, attached hereto, which point now designated "Point E", which point occupies coordinate position

N 497,625.41 (y)
E 605,009.28 (x)

of the New York State Coordinate System, East Zone (NAD 27), and which point is distant

N 56°17'03" W 187.68 feet

from the point on the westerly line of said Route 9D, where it is met by the line dividing said Lot 1 on Filed Map No. 2925C, described in **Schedule A**, attached hereto, on the north, from lands formerly of Underhill and now or formerly of R.A.S.3, L.P., on the south, the point of beginning of said Lot 1 on Filed Map No. 2925C described in **Schedule A** attached hereto, which reference 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).

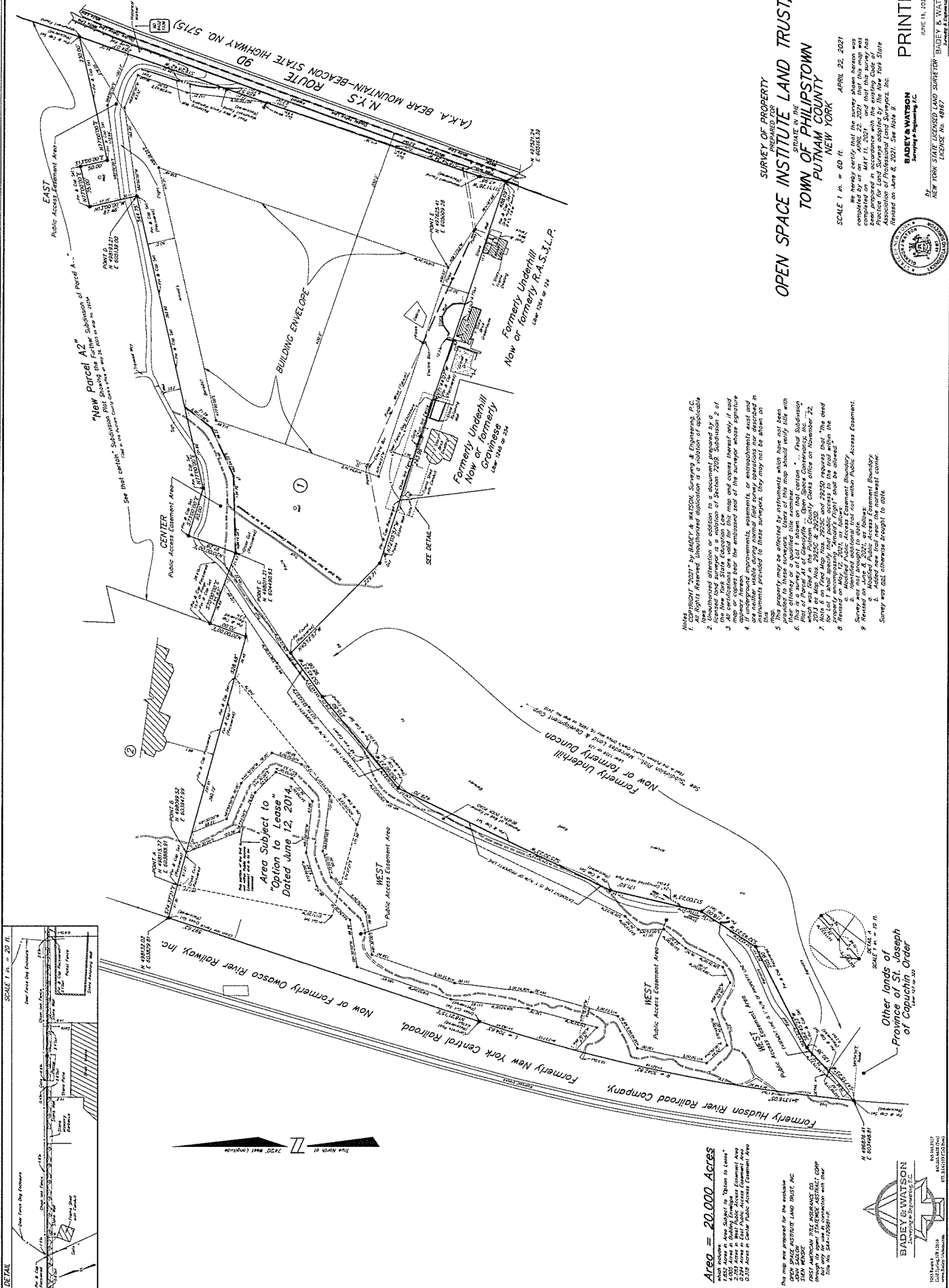
THENCE from said point of beginning, Point E, through said Lot 1 on Filed Map No. 2925C, described in **Schedule A** attached hereto, the following courses

N 71°44'07" W 400.03 feet,
N 18°54'34" E 313.89 feet,
N 77°00'00" E 471.21 feet, and
S 18°54'34" W 558.46 feet

returning to Point E, the point or place of beginning of this Building Envelope.

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
BADEY & WATSON
Surveying & Engineering, P.C.
3063 Route 9
Cold Spring, New York 10516
(845) 265-9217 (voice)
(845) 265-4428 (fax)
(877) 3.141593
www.Badey-Watson.com



Area = 20.000 Acres

This map was prepared for the sale of the publicly held OPEN SPACE INSTITUTE LAND TRUST, INC. (OSI) and is a copy of the OSI plat as recorded in the FIRST AMERICAN TITLE INSURANCE CO. of OSIP and may be used in connection with said title. The No. 544-105883-01

It is hereby certified that the survey shown hereon was completed on June 14, 2021, and that this survey was prepared in accordance with the New York State Association of Professional Land Surveyors, Inc. (APLS) Rules and Regulations, and the laws of the State of New York, and that this survey was prepared by the undersigned on June 9, 2021. See Note 9.

BADEY & WATSON
Surveying & Engineering P.C.
NEW YORK STATE LICENSED LAND SURVEYOR
LICENSE NO. 48167

1903 Bay Street
Poughkeepsie, New York 12521
www.badeyandwatson.com

Other lands of Province of St. Joseph of Capuchin Order

Scale 1 in. = 10 ft.

Other lands of Province of St. Joseph of Capuchin Order (See 100 to 101 of plat)

Notes:

1. COPYRIGHT 2021 by BADEY & WATSON, Surveying & Engineering, P.C.
2. This Reserved Unimproved subdivision is a subdivision of applicable land.
3. Increasing road dimension is a condition to 5. dimensions required by § 9 of the New York State Education Law.
4. Map or copies hereof may be obtained from the Surveyor whose signature map or copies hereof bear the embossed seal of the Surveyor whose signature is on this map.
5. If underground improvements, easements, or encroachments exist and are neither shown on this map nor indicated by a note or other mark on this map, the parties hereto, by their agreement, are deemed to have agreed to accept the survey as shown on this map.
6. This property may be affected by easements which have not been shown on this map.
7. This map is a survey of a portion of the land shown on the map which was filed in the Putnam County Clerk's office on November 22, 2020.
8. This map is a survey of the land shown on the map which was filed in the Putnam County Clerk's office on November 22, 2020.
9. The area shown on this map is the same as the area shown on the map which was filed in the Putnam County Clerk's office on November 22, 2020.

Survey was done in compliance with the laws of the State of New York.

APRIL 25, 2021

SCALE 1 in. = 60 ft.

He hereby certifies that the survey shown hereon was completed on June 11, 2021, and that this survey was prepared in accordance with the New York State Association of Professional Land Surveyors, Inc. (APLS) Rules and Regulations, and the laws of the State of New York, and that this survey was prepared by the undersigned on June 9, 2021. See Note 9.

BADEY & WATSON
Surveying & Engineering P.C.
NEW YORK STATE LICENSED LAND SURVEYOR
LICENSE NO. 48167



OPEN SPACE INSTITUTE LAND TRUST, INC.
TOWN OF PHILIPSTOWN
PUTNAM COUNTY
NEW YORK

DATE OF SURVEY: JUNE 14, 2021

PRINTED

NEW YORK STATE LICENSED LAND SURVEYOR
BADEY & WATSON
LICENSE NO. 48167

Drawing Name: L52307-R03-104 Layout: SITELAY
NO. NO. 20327, 26996
Checked by: GUN/MLP
Spot checked by: JT
Drawn by: BT
Copied by: JNH/GJW
ON 7-1-16
TM: 71-1-12 111

EXHIBIT C

(Trail Easement and Right-of-Way)

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:

Title:

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

On the ____ 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

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

On the ____ day of July in the year 2021 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/office of individual taking acknowledgement

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:

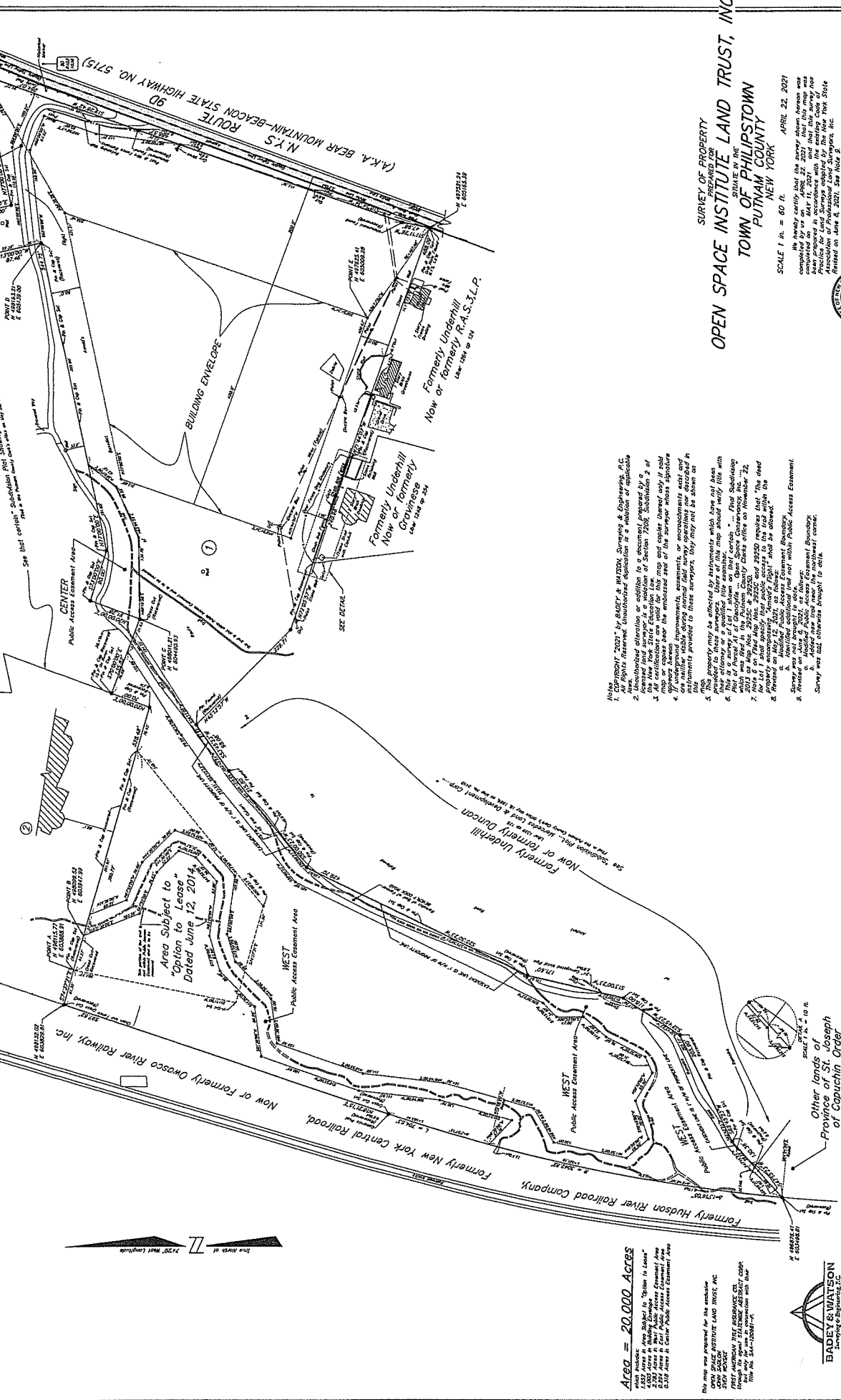
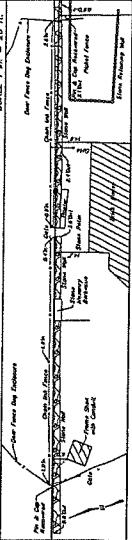
S 50°00'23" W 348.79 feet,
N 74°37'21" W 171.50 feet, and
N 11°11'20" E 287.77 feet

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

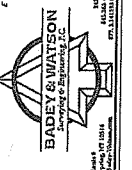
N.B. The meridian (North Point) and coordinate values used in the foregoing description refer to the New York State Coordinate System, East Zone, NAD 1927. The substance of this note should remain with this description in any instrument to which it may become a part.

SCHEDULE B

[Survey Map]



Area = 20.00 Acres
This map was prepared for the use of the Open Space Institute Land Trust, Inc.
No warranty is made by the Surveyor or the Engineer for the accuracy of the information shown hereon.
FIRST AMERICAN TITLE INSURANCE CO.
Insurance to Open Space Institute Land Trust, Inc.
File No. 20237-1081-14



BAILEY & WATSON
SURVEYORS & ENGINEERS, INC.
NEW YORK STATE LICENSE NO. 48167

OPEN SPACE INSTITUTE LAND TRUST, INC.
TOWN OF PHILIPSTOWN
PUTNAM COUNTY
NEW YORK

SCALE 1 in. = 60 ft.
APRIL 22, 2021
Completed by me and certified by the Surveyor when I was present on May 11, 2021, and that this survey was conducted in accordance with the Rules and Regulations of the State Practice for Land Surveys adopted by the New York State Legislature on June 3, 2020, Section 23-101.

BAILEY & WATSON
SURVEYORS & ENGINEERS, INC.
NEW YORK STATE LICENSE NO. 48167
JUNE 18, 2021
BAILEY & WATSON
LAND SURVEYOR
LICENSE NO. 48167



- 1. Copyright "2021" by BAILEY & WATSON, Surveyors & Engineers, P.C. All rights reserved. Unauthorized application is a violation of applicable laws.
- 2. Unauthorized alteration or addition to a document prepared by a Surveyor or Engineer is a violation of Section 2082, Subsection 2 of the New York State Education Law.
- 3. This map and any other map and copies thereof may only be sold, used, or reproduced for the purposes intended in the original agreement between the surveyor and client.
- 4. If there are any improvements, easements, or encumbrances on the land which were not shown on this map, they are shown as they are.
- 5. This property may be affected by instruments which have not been recorded in this office.
- 6. This is a survey of lot 1 shown on that certain "Final Subdivision Plat" which was filed in the Putnam County Clerk's office on November 22, 2014.
- 7. Note 8 on Final Map No. 20237 and 20230 requires that "The deed hereon shall specify four public access routes to the tract with the areas shown on this map and that such access routes shall be shown as they are.
- 8. On or after May 12, 2021, all easements, public access routes, and other features shown on this map shall be shown as they are.
- 9. The area shown on this map is subject to all other public access routes and easements.
- 10. Survey was not otherwise brought to date.

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 Glendlyffe ... 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 if 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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