

RESOLUTION NO. 2025153

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE PRIMROSE HILL FARM IN THE TOWN OF CLINTON, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

Legislators D'AQUANNI, PAOLONI, GORMAN, and CASWELL offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 02/2021) for an award in an amount not to exceed \$402,099 in grant funds available through the Dutchess County Partnership for Manageable Growth Program (the "Program"), and this award shall partially fund the purchase of a conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately +/- 106 acres of property known as Primrose Hill Farm, (Tax Grid Number: 132400-6367-00-158739), located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York, and

WHEREAS, a real estate appraisal completed by Paul Herrington, ARA, dated May 18, 2023, which is on file with the Clerk to the Legislature, supports the purchase price as it values the Easement at approximately \$10,288 per acre for a total purchase price of \$1,090,000, the total cost of the project is \$1,149,228 which includes closings costs, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to \$615,299, the Dutchess County Partnership for Manageable Growth shall contribute up to \$402,099, the Landowners shall contribute up to \$126,830, and the Dutchess Land Conservancy shall contribute up to \$5,000, for a total contribution of up to \$1,149,228, and

WHEREAS, the Easement shall provide, among other things, that it shall be held by the Conservancy which shall assume primary responsibility to monitor and enforce said easement; that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which would become available upon extinguishment of said easement, if ever, and

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the Conservancy of the necessary funding as outlined above, and

WHEREAS, Bond Resolutions 2019303 authorized the issuance of serials bonds in the amount of \$2,525,000 and Bond Resolution 2021189 authorized the issuance of serials bonds in

the amount of \$1,515,505, for the County's acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of open space and farmland, and

RESOLVED, that the County Executive, or her designee, is hereby authorized to execute the Grant Agreement in substantially the same form as attached hereto, and any other related documents that may be necessary, and be it further, and

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Program to complete the acquisition contemplated herein, including minor revisions to the documents, if necessary, and be it further

RESOLVED, that as a result of the adoption of Resolutions 2019303 and 2021189, funds are now available in the Capital Projects Account H0547 and H0574, and have been reallocated to partially fund the purchase of a conservation easement in the amount of \$1,149,228, on property known as the Primrose Hill Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2025 Adopted County Budget as follows:

APPROPRIATION

Decrease

H0547.8020.3006	Easement-Conservation	(\$265,955)
H0574.8020.3006	Easement-Conservation	<u>(\$136,144)</u>
		<u>(\$402,099)</u>

Increase

H0547.8020.3006.7030	Primrose Hill Farm	\$265,955
H0574.8020.3006.7030	Primrose Hill Farm	<u>\$136,144</u>
		<u>\$402,099</u>

CA-125-25
LDF/rjw
R-1062
9/16/25
Fiscal Impact: See Attached

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of October 2025, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of October 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

H0547.8020.3006.7030 & H0574.8020.3006.7030 - Easement-Conservation Primrose Hill Farm

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Requesting the Legislature authorize the execution of a grant agreement concerning a grant from the Partnership for Manageable Growth (PMG) to facilitate the purchase of a conservation easement on +/- 106-acres known as Primrose Hill Farm located in the Town of Clinton. The total (not to exceed) cost of the easement is \$1,149,228. \$402,099 will be from the Dutchess County Partnership for Manageable Growth (PMG) Program and the Dutchess Land Conservancy will provide the balance of funds. Dutchess County will receive a conservation easement on the property, to conserve viable agricultural land by preventing the conversion of the property to non-farm uses. The source of County funds is Capital Accounts H0547 & H0574, bonds approved by Dutchess County Legislature Resolution No. 2019303 & 201189, respectively, to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Clayton Gurnett

Prepared On: 9/9/2025

SUE SERINO
COUNTY EXECUTIVE



EOIN WRAFTER, AICP
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PLANNING & DEVELOPMENT

To: Gregg Pulver, Assistant County Executive

From: Eoin Wrafter, Commissioner of Planning & Development 

Re: Partnership for Manageable Growth Resolution Request: Primrose Hill Farm

Date: September 9, 2025

Enclosed is a Resolution Request for inclusion on the October agenda of the Legislature, requesting the Legislature authorize the execution of a grant agreement with respect to a grant from the Dutchess County Partnership for Manageable Growth (PMG) grant program, to partially fund the purchase of a conservation easement on approximately +/- 106 acres known as Primrose Hill Farm, in the Town of Clinton, in partnership with the Dutchess Land Conservancy.

The Primary Purpose of this easement is to conserve viable agricultural land by preventing the conversion of the property to non-farm uses.

The total (not to exceed) cost of the easement is \$1,149,228. \$402,099 or 35% of the total cost will be from the Dutchess County Partnership for Manageable Growth (PMG) Program (where PMG Guidelines allow for funding up to 50%), and the Dutchess Land Conservancy will provide the balance of funds. Funding provided by the Dutchess Land Conservancy includes grant funds received from the NYS Dept. of Agriculture and Markets.

The source of County funds is Capital Accounts H0547 & H0574, bonds approved by Dutchess County Legislature Resolution No 2019303 & 2021189, respectively, to support the Partnership for Manageable Growth Program.

**DUTCHESS COUNTY PLANNING BOARD
RESOLUTION NO 02/2021**

**RECOMMENDING FIVE APPLICATIONS FOR CONSIDERATION THROUGH THE PARTNERSHIP FOR
MANAGEABLE GROWTH (PMG) PROGRAM**

WHEREAS, by Resolution No. 990382, Dutchess County established the Open Space and Farmland Protection Matching Grant Program and authorized the Dutchess County Planning Board to review applications for and recommend awards of said funds; and

WHEREAS, by Resolution No. 201276, Dutchess County revised the Matching Grant Program to create the Dutchess County Partnership for Manageable Growth and to increase potential matching grant awards from a maximum of one third to a maximum of one half of the total cost of the acquisition of development rights on farmland preservation and open space acquisition projects; and

WHEREAS, by Resolution No. 2015183, Dutchess County revised the Partnership for Manageable Growth, as follows: (a) funding clarification; (b) removal of the requirement that the County be "last in" for funding; (c) addition of a preliminary review option; (d) clarification of differences between "open space" and "farmland protection" projects; (e) stipulation that there will be no retroactive funding; (f) passive recreation only; and (g) establishment of criteria for the Municipal Planning Grants; and

WHEREAS, by Resolution No. 2018085, Dutchess County revised the Partnership for Manageable Growth Water and Wastewater Facility Planning and Development Grants, by removing the Dutchess County Water and Wastewater Authority ownership and operation requirement; and

WHEREAS, by Resolution Nos. 2019148 & 2019303, Dutchess County authorized the issuance of \$485,810 & \$2,525,000 (respectively) Serial Bonds of the County of Dutchess to pay the cost of the acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of Open Space and Farmland in and for said county; and

WHEREAS, Resolution No. 2021189, was submitted to the Dutchess County Legislature for consideration at their December 2, 2021 meeting and it would authorize the issuance of an additional \$1,515,505 Serial Bonds of the County of Dutchess to pay the cost of the acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of Open Space and Farmland in and for said county; and

WHEREAS, in September 2021 the Dutchess County Planning Board received four applications for matching grant funds for the acquisition of agricultural conservation easements on a total of 458 acres; and

WHEREAS, the total cost of the four farm conservation easements, including the administrative costs associated with finalizing the acquisitions, are estimated to be \$4,887,936; and

WHEREAS, the owners of the properties have signed letters of intent stating their interest in selling the development rights on the properties and granting a conservation easement restricting or limiting future non-farm development on said property; and

WHEREAS, the farmland properties are included in an Agricultural Priority Area identified in the 2015 County Agricultural and Farmland Protection Plan; and

WHEREAS, in September of 2021 the Dutchess County Planning Board received an application for matching grant funds, submitted by the Dutchess Land Conservancy on behalf of the Millbrook Community Partnership for the acquisition of the 32-acre, former Bennet College property; and

WHEREAS, the total cost of the open space acquisition, including the administrative costs associated with finalizing the acquisition, is estimated to be \$1,109,500; and

WHEREAS, the owner of the property has signed a letter of intent stating their interest in selling a conservation easement restricting future development on said property and allowing public access (subject to reasonable regulation); and

WHEREAS, the Board finds that each of the five applications met or exceeded the program criteria; and

WHEREAS, the Board has reviewed the five applications based on the program criteria, toured the sites and subsequently prioritized the projects as shown in Attachment A; and

RESOLVED, that the Dutchess County Planning Board recommends that up to \$2,241,858 of the total project costs described above, be awarded for the acquisition of an open space parcel and development rights on the four farms, based on the following contingencies:

- 1) Completion of administrative tasks including but not limited to survey, title search, and base line documentation pursuant to negotiation of an appropriate conservation easement;
- 2) Negotiation of an agricultural conservation easement conveying the development rights on the Farm property to the appropriate land conservancy, with such rights in New York State, Dutchess County, and the Town as appropriate for program purposes and restricting future use of the property under easement to agriculture-related uses; or

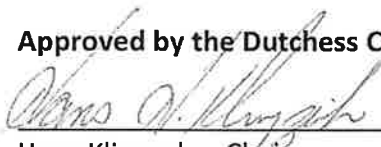
Negotiation of the sale of the open space parcel to the applicants and negotiation of a conservation easement on the property restricting future development on said property and allowing public access (subject to reasonable regulation) to be conveyed to Dutchess County;

- 3) Development of a Monitoring Agreement between Dutchess County and the appropriate land conservancy for the purpose of enforcing the provisions of the conservation easement acquired with Partnership for Manageable Growth Program funds;
- 4) Completion of review and approval of the proposed acquisition by the Dutchess County Legislature in its capacity as Lead Agency under the State Environmental Quality Review Act (SEQRA), and be it further

RESOLVED, that an implementation team consisting of representatives from the appropriate land conservancy, the landowners, the Dutchess County Attorney's Office, the Dutchess County Department of Planning and Development, and others as appropriate to complete administrative tasks associated with the acquisition, will be established for the purpose of completing the acquisition.

	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Hans Klingzahn, Chair	<u>✓</u>	<u> </u>	<u> </u>
James Nelson, Vice Chair	<u>✓</u>	<u> </u>	<u> </u>
Gary Baright	<u> </u>	<u> </u>	<u>✓</u>
Colleen Cruikshank	<u> </u>	<u> </u>	<u>✓</u>
Phil DeRosa	<u>✓</u>	<u> </u>	<u> </u>
Dale Culver	<u>✓</u>	<u> </u>	<u> </u>
Ryan Arket	<u> </u>	<u> </u>	<u>✓</u>
Edith Greenwood	<u>✓</u>	<u> </u>	<u> </u>
J. Patrick Lambert	<u>✓</u>	<u> </u>	<u> </u>
Ken Migliorelli	<u>✓</u>	<u> </u>	<u> </u>
Jill Way	<u>✓</u>	<u> </u>	<u> </u>
Frederick Wilhelm	<u>✓</u>	<u> </u>	<u> </u>
J. Randall Williams	<u>✓</u>	<u> </u>	<u> </u>

Approved by the Dutchess County Planning Board



 Hans Klingzahn, Chair

11/17/2021
 Date

Attachment A

Partnership for Manageable Growth 2021 Applications Summary

PB Score	Project Title	Category	Acreage	Location	Total Project Cost	DCPMG Request	Applicant Funds	NYS DAM funds	Other Funds	Other Funds Source	Applicant	Cost Per Acre	% of PMG
161 of 215	Hahn Farm	Farmland	100	Town of Pleasant Valley	\$603,113	\$145,778	\$5,000	\$452,335	\$0		DLC	\$6,031	24%
89 of 120	Bennet College	Open Space	32	T/Washington & /V Millbrook	\$1,109,500	\$554,750	\$0	\$0	\$554,750	Landowner (Bargain Sale)	DLC	\$34,671	50%
154 of 215	Primrose Hill Farm	Farmland	109	Town of Clinton	\$1,022,398	\$402,099	\$5,000	\$615,299	\$0		DLC	\$9,380	39%
147 of 215	Heritage Acres	Farmland	105	Town of East Fishkill	\$1,314,500	\$657,250	\$0	\$0	\$657,250	USDA ACEP/ALE	SHLT	\$12,495	50%
146 of 215	Obercreek Farm	Farmland	144	Town of Wappinger	\$1,947,925	\$481,981	\$5,000	\$1,460,944	\$0		DLC	\$13,527	25%
			490		\$5,997,436	\$2,241,858	\$15,000	\$2,528,578	\$1,212,000				



COUNTY OF DUTCHESS

Marcus J. Molinaro
County Executive

January 24, 2022

Rebecca Thornton
Dutchess Land Conservancy
PO Box 138
Millbrook, NY 12545

Dear Ms. Thornton,

We are pleased to inform you that Dutchess County has awarded \$402,099 in matching funds through the Partnership for Manageable Growth Program for the following project: **Purchase of development rights to +/- 109 acres known as Primrose Hill Farm.**

County funding is contingent upon the following: procurement of matching funds, administrative tasks including but not limited to survey, title search, and baseline documentation pursuant to the negotiation of an agricultural conservation easement; and development of a Monitoring Agreement between Dutchess County and the Dutchess Land Conservancy.

We appreciate the longstanding partnership between the County and the Dutchess Land Conservancy and look forward to the successful completion of the farmland preservation project at the **Primrose Hill Farm**. The Department of Planning and Development will contact you to begin the contract process within the next few weeks. If you have any questions, please feel free to contact Brad Barclay at (845) 486-3630, or email him at bbarclay@dutchessny.gov

Sincerely,

A handwritten signature in dark ink, appearing to read "Molinaro", is written over the printed name.

Marcus J. Molinaro
Dutchess County Executive

C: A Gregg Pulver, Chairman, Dutchess County Legislature
Chris Baiano, Assistant County Executive
Eoin Wrafter, Commissioner, Department of Planning and Development
Brad Barclay, Department of Planning and Development
Erin Hoagland, Dutchess Land Conservancy

Conservation Easement

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this ____ day of _____ 2025, by **PRIMROSE HILL FARM PARTNERS, LLC**, a Limited Liability Company with a business address at 3778 Broadway Drive, Cincinnati, OH, 45208 (the "Grantor") to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545 (the "Grantee").

WHEREAS:

- A. Grantor is the Owner of certain real property (the "Property") consisting of 105.947 acres, in one (1) tax map parcel located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York, more fully described in the legal survey description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "Survey Map of Conservation Easement on the "Primrose Hill Farm"", prepared by Kirk K. Horton, Licensed Land Surveyor, dated November 27, 2022 and last revised on July 13, 2023, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____, and attached hereto as "Exhibit C".
- B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).
- C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to other private land which is already permanently protected by the Grantee.
- D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;"
- E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and manmade resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"
- F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the

Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

- G. The Property is actively farmed and is located in the Hudson Valley. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the “NYS OS Plan”) identifies farmland in the Hudson Valley as a “vital component of the New York City/Hudson Valley “Foodshed”” due to its potential to provide fresh local foods and “bolster food security of the New York City metropolitan region and the Hudson Valley”. The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is located within these priority areas.
- H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the “Conservation Framework”) produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and is significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland using conservation easements as means to protect the biodiversity of the Hudson River Estuary Area.
- I. The *Comprehensive Wildlife Conservation Strategy Plan* (“the CWCS Plan”) prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes wetland habitats. The CWCS Plan identifies wetlands as critical habitats for New York State’s Species of Greatest Conservation Need (SGCN) and breaks the State into six distinct regions. The Property is located in the Hudson Valley region and is mostly wooded with a large, wooded wetland on its eastern border. The CWCS Plan describes wetland complexes in the lower Hudson Valley as “a hot spot for amphibian and reptile biodiversity in New York State”. The Property is located on the edge of the East Park/Hyde Park Wetland Complex, one of four major wetland complexes in Dutchess County that provide important habitat for these diverse species. The New York Natural Heritage Program (NYNHP) has identified endangered species in the wetland on the Property. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

- J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners “Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts.” and also recommends identifying “opportunities to create and/or build upon existing core areas of preserved farmland in each of the County’s farming communities.” The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in “a loss of farm production, open space, and loss of agricultural jobs...” The Property is located within an Agricultural Priority Area in the Plan and the priority areas containing farmland are identified as being important for preservation.
- K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county’s prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county’s scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland “greenbelt” corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.
- L. The Property is located within Dutchess County’s Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the “AML”). Section 300 states: “It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the

declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"

- M. The Property is located within the Hudson Valley EcoRegion as described in Chapter 6, Biological Resources and Biodiversity of Dutchess County, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the Natural Resource Inventory of Dutchess County (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute. The Hudson Valley EcoRegion extends along the entire western boundary of Dutchess County, consisting of plains broken by hills and terraces, in which common land uses include pasture and cropland.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, and contiguous forest and open grasslands; habitats on the property are predominantly streams, wetlands and contiguous forest with some grasslands. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

- N. The Property is located within the Town of Clinton which adopted an Open Space Protection Plan in October 2011. The Plan identifies the Property as being located in an "Important Farmland Area" and ranks the land in the highest category for agricultural resources. The Open Space Protection Plan encourages the use of conservation easements via the purchase of development rights as a tool/technique for open space protection. The Open Space Protection Plan also identifies the Property as an historic site within the Town and shows it on Map 3: "Open Space Map, Cultural Resources within the Town of Clinton Open Space Plan".
- O. The Town of Clinton Comprehensive Plan (the "Comprehensive Plan"), adopted in 2012, identifies preserving the natural resources of the Town as one of its main goals and recommends preserving the agricultural potential of land by protecting prime and statewide important farmland soils. The Comprehensive Plan recommends preserving open space and agricultural lands by promoting the use of purchase of development rights programs. The Property is identified on the Comprehensive Plan's map of "Parcels with Historic Sites" and on its Centers and Greenspaces Plan (Figure 9.1) as being located in an area covering more than 1,000 acres of habitat.
- P. The Property consists primarily of productive agricultural land. The Property contains approximately 14 acres of prime soils, and approximately 68 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.
- Q. The Property contains headwaters of the Crum Elbow Creek, a tributary to the Hudson River that is wholly contained within Dutchess County. The Hudson River Drinking Water

Intermunicipal Council memorandum of agreement signed on May 31, 2018 by municipal leaders of seven municipalities formed the “Hudson 7” council which represents 100,000 people that depend on the Hudson River for drinking water. The Crum Elbow watershed is included on a map titled, “Source Waters for the “Hudson 7” prepared by the Dutchess County Department of Planning and Development dated September, 2018 and hosted by Riverkeeper, Inc.

- R. The Property contains approximately a 13-acre portion of 21 acre Freshwater Wetland No. SP-55, a Class II wetland, designated pursuant to Article 24 of the New York Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. Approximately 6 acres of wetlands designated as a freshwater pond on the National Wetlands Inventory by the United States Department of the Interior overlaps with the wetland described herein.
- S. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains the headwaters and an 800-foot length of the Crum Elbow Creek (H-124) a Class A stream that has been classified by the New York State Department of Environmental Conservation according to its best use for drinking water. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.
- T. The Property contains approximately 50 acres of forest lands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.
- U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified marsh, wet meadow, ponds, hardwood and shrub swamp, upland shrubland, upland meadow, upland conifer forest, upland hardwood forest and upland mixed forest and an intermittent woodland pool on the Property, as referenced in *Significant Habitats in the Town of Clinton*, Dutchess County, New York, by Christopher Graham, Kristen Bell Travis and Gretchen Stevens, Hudsonia Ltd., December 2012.
- V. The New York State Department of Agriculture and Markets (the “Department of Agriculture and Markets”) has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number C00788GG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 22 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section 32 below.
- W. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the “County”). The County has authorized a grant through the Dutchess County Partnership for Manageable Growth Program to partially fund the purchase of the Easement.

The grant is in the amount of Four Hundred Two Thousand Nine Hundred Ninety-Nine Dollars (\$402,999) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Easement as provided in Section 32 below.

- X. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its purposes.

NOW, THEREFORE, in consideration of the foregoing, Nine-Hundred Sixty-Seven Thousand Nine Hundred Forty-Eight Dollars (\$967,948) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Conservation Easement.

Grantor hereby grants and conveys to Grantee a conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which 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 authorizes Grantee to enforce these covenants in the manner described below.

2. Purposes.

The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Purposes of this Easement.

3. Implementation.

This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. Definitions.

- 4(a). **“Accessory Apartment:”** Dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.
- 4(b). **“Accessory Residence:”** Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.
- 4(c). **“Accessory Structure:”** Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.
- 4(d). **“Agricultural Structures and Improvements:”** Structures or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds and other animal shelters and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.
- 4(e). **“Agricultural Use:”** Those activities necessary to:
- (i.) produce “Crops, Livestock and Livestock Products”; or
 - (ii.) use the Property as a “Farm Operation” to the extent permitted by this Easement; or
 - (iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or
 - (iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.
- 4(f). **“Agricultural Tourism:”** As defined in Article 25-AA of the AML, or such successor law as enacted. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(g). **“Cabin:”** A roofed Structure that is not a permanent residential dwelling and is self-sufficient, not serviced by water supply, sewer, natural gas, electrical power grid, or similar utility services. The cabin shall operate completely independently of all traditional public utility services and utility services generated from Renewable Energy Facilities, sourced from on or off the Property.

- 4(h). **“Commercial Uses:”** Any use or activity undertaken for business purposes, including, but not limited to, the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.
- 4(i). **“Conservation Plan:”** An Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.
- 4(j). **“Crops, Livestock and Livestock Products:”** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- (4k). **“Educational Uses:”** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural outside features.
- 4(l). **“Farm Labor Housing:”** Dwellings or Structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not “Farm Labor Housing”.
- 4(m). **“Farm Operation:”** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(n). **“Footprint Area:”** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by Impervious Surfaces.
- 4(o). **“Forestry Uses:”** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 15.*
- 4(p). **“Grantee:”** includes the original Grantee and its successors and assigns.
- 4(q). **“Grantor”** includes the original Grantor and its heirs, successors and assigns.
- (4r). **“Height:”** The measurement from the natural mean grade (prior to construction or grade

alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

- 4(s). **“Impervious Surfaces”** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.
- 4(t). **“Improvement:”** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.
- 4(u). **“Industrial Uses:”** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.
- 4(v). **“Institutional Uses:”** Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.
- 4(w). **“Invasive Species:”** A plant, animal or other organism that is not native to an ecosystem whose introduction causes or is likely to cause economic or environmental harm, or harm to human health.
- 4(x). **“Owner”** Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.
- 4(y). **“Principal Residence:”** The primary or main Residential Dwelling on a Property, typically occupied by the Owner and family when the Owner is in residence on the Property.
- 4(z). **“Qualified Farmer:”** shall be defined as
- an individual or corporation, OR
 - family partnership, OR

- a member of a limited liability company, OR
- a shareholder of an S corporation, OR
- a beneficiary of an estate or trust that receives an average of at least 2/3 of its federal gross income from Agricultural Use associated with a Farm Operation over the most recent taxable year and the two previous consecutive taxable years, except that, alternatively, any new or beginning farmer may be deemed to be a Qualified Farmer if each of the following criteria are met:
 1. the above-referenced individual or entity must be in the first ten (10) years of having an ownership interest in the Farm Operation; and
 2. gross sales of any one or more Crops, Livestock and Livestock Products of at least \$10,000 in the most recent taxable year.

- 4(aa). “Recreational Structures:”** Structures used for passive recreational activities such as an open-air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the Property.
- 4(bb). “Recreational Uses”** Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.
- 4(cc). “Renewable Energy Facilities:”** Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.
- 4(dd). “Residential Dwelling”** Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, “in-law” apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.
- 4(ee). “Residential Uses:”** Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.
- 4(ff). “Run-in Shed:”** A three-sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.
- 4(gg). “Rural Enterprises”** Commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist’s studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and

beauty salon.

4(hh). "Sound Agricultural Practices:" Practices used for on-farm production, preparation, and marketing of agricultural commodities that do not cause bodily harm or property damage on or off the farm, achieve the intended results in an ecologically sound and reasonable manner, and are in compliance with applicable laws.

4(ii). "Structure:" Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(jj). "Telecommunications:" The transmission, receipt, or exchange of information using technology involving the Property and any other location.

4(kk). The following **"Use Areas"** are defined for the Easement:

"Split Farmstead Areas:" An area depicted on Exhibit B, consisting of two areas designated as Parts A and B, that each center on existing farm Structures or future planned Structures. For the purposes of this Easement, the aggregate of the two Parts comprises a single Split Farmstead Area. **"Resource Protection Areas:"** Areas depicted on Exhibit B which encompass an ecologically sensitive wetland that contributes to a public water supply and adjacent uplands.

"Farm Area:" The remaining area of the Property, as depicted on Exhibit B of this Easement.

4(ll). "Viable Agricultural Land:" Land highly suitable for a Farm Operation.

5. Restrictions Applicable to the Property. By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior permission. No Structures or Improvements shall be built, expanded, or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.

6. Use of Property. Except as provided specifically herein, the Property shall be used solely for Residential, Agricultural, Recreational, Educational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Agricultural Tourism, commercial Recreational Use, commercial Forestry Use, and Rural Enterprises that are compatible with the Purposes of this Easement. No Institutional Use of the Property is permitted except with the prior permission of the Grantee. Industrial Uses of the Property are prohibited

7. Reserved Rights Retained by Grantor.

Grantor reserves all customary rights and privileges of ownership subject to the terms of this Easement, including the right of exclusive use, possession, and enjoyment of the Property and, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purposes set forth in Section 2 ("Purposes") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

7(a). Right to Use Property for Agricultural Uses.

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that processing, marketing or retailing of Crops, Livestock and Livestock Products and similar activities involving processed products associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and conducted in accordance with Sound Agricultural Practices. Notwithstanding the foregoing, the Resource Protection Area shall not be used for the production of any livestock or livestock products except for the placement of apiaries.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). Rural Enterprises must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational and Educational Uses.

Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). Recreational and Educational Uses must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this

Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with Sound Agricultural Practices and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purposes of this Easement and shall be only those not otherwise specifically prohibited by this Easement. The Conservation Plan shall identify potential adverse environmental impacts of agricultural activities, provide for enhancement of the agricultural productivity and economic viability of the Property and include the prohibition of livestock and livestock products within the Resource Protection Area contained in Section 7(a) ("Right to Use Property for Agricultural Uses"). Where the Property is subject to an accepted forestry management plan for Commercial Forestry pursuant to Section 15(c) ("Forestry"), the forestry management plan will control. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

10. Construction of Buildings and Other Improvements.

The Property consists of three (3) Use Areas that are further described in the Baseline Documentation Report (referenced in Section 23 herein. Two of these Use Areas are identified on the Easement Map attached hereto as Exhibit B: 1) the Split Farmstead Area and 2) the Resource Protection Area. A third Use Area, the Farm Area, consists of all land that is not within either of those two Use Areas. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

This Easement limits the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on a maximum of five percent (5%) of the Farm Area. There is no limitation on Impervious Surfaces within any designated Farmstead Area.

10(b). Fences.

Existing fences may be repaired, removed, and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, for safety and general property management, and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in

accordance with the provisions of this Section 11(c) and may be repaired, removed, enlarged, and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within any designated Farmstead Area.

Resource Protection Area: Structures and Improvements are prohibited within the Resource Protection Area except for apiaries.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With prior permission of Grantee pursuant to Section 19 ("Permission of and Notice to Grantee") herein, Grantor may place or construct Agricultural Structures and Improvements that cover up to an additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts, or other means of crossing wet areas may be constructed or placed subject to obtaining required permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 10(a) above.

10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged, and replaced at its respective location. Residential Uses shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Uses of the Property.

Farmstead Areas: Without permission of Grantee, Residential Dwellings, together with accessory Structures and Improvements, are permitted within the Farmstead Areas to the extent allowed below, subject to any applicable local, state, or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement, there was one (1)

such residence on the Property. The Principal Residence, built and existing on the date hereof, shall not be expanded to exceed a Footprint Area of 4,000 square feet and a Height of 35 feet and no new or replacement Principal Residence shall exceed a Footprint Area of 4,000 square feet and a Height of 35 feet.

Accessory Residences. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, no such residence exists on the Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence with which it is associated.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement no Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence with which it is associated.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence with which it is associated. As of the date of this Easement, no Farm Labor Housing units exist on the Property.

Resource Protection Area: Residential Dwellings, including those for Farm Labor Housing, are prohibited within the Resource Protection Area

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with the prior permission of Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area if proven to Grantee's satisfaction that it is necessary to locate such housing in the Farm Area in order to conduct Farm Operations. Any such Farm Labor Housing Unit may be placed on footings or slabs, but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 1,500 square feet and a Height of 25 feet each. The land on which these Residential Dwellings, Structures and Improvements stand shall not be subdivided. Residential Dwellings shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Structures and Improvements associated with Rural Enterprises may only be established within the Split Farmstead Area unless otherwise permitted in this Section 10 ("Construction of Buildings and Other Improvements"). Structures and Improvements related to Agricultural Tourism are permitted only within the Farmstead Areas. Activities related to Agricultural Tourism are permitted in the Farm Areas. In all cases, such uses and any necessary Structures

or Improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. Enterprises that market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junkyard or gas station), are prohibited unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stand shall not be subdivided.

10(f). Structures and Improvements associated with Recreational and Educational Uses.

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas: Without permission of Grantee, Structures and Improvements associated with Recreational and Educational Uses are permitted within any designated Farmstead Area.

Resource Protection Area: With prior permission of Grantee, Grantor may place or construct boardwalks and blinds for Recreational and Educational Uses. All other Structures and Improvements associated with Recreational and Educational Uses are prohibited in the Resource Protection Area.

Farm Area: Without permission of Grantee, Grantor may place or construct Structures and Improvements associated with commercial and non-commercial Recreational Uses with a maximum aggregate Footprint Area of one thousand (1,000) square feet. Permission of Grantee is required for Structures and Improvements associated with Recreational and Educational Uses that exceed an aggregate footprint of one thousand (1,000) square feet. All Structures and Improvements associated with Recreational and Educational Uses shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces") and shall be sited in a manner that minimizes impacts to prime soils and soils of statewide importance.

10(g). Cabins.

A total of two (2) Cabins used for short term rentals and personal use are permitted on the Property. Without permission of Grantee, Grantor may place and construct Cabins in the Farmstead Area. With prior permission of the Grantor pursuant to Section 19 ("Permission of and Notice to Grantee") Cabins may be located in the Farm Area, provided that the locations are subordinate to Agricultural Use and vehicular access is limited to agricultural vehicles, all-terrain-vehicles, or similar personal off-road vehicles. Construction of parking areas at Cabins in the Farm Area is prohibited. No Cabin shall exceed a Footprint Area of 500 square feet and a Height of 20 feet. Cabins may be placed on footings or slabs, but not on excavated foundations. Cabins are prohibited within the Resource Protection Area. The

Cabins and all associated Structures and Improvements shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

10(h). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purposes of this Easement, subordinate to the Agricultural Use of the Property and sited in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(i). Structures and Improvements associated with Renewable Energy and Telecommunications.

With permission from the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Property may be built pursuant to this Section 10(h). Grantor shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the Footprint Area, design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws. Wireless Telecommunications towers or associated antennas are prohibited, except that no more than one (1) New York State Mesonet weather station or similar Telecommunications Structure may be installed on the Property for the sole purpose of providing data collection and communications services for research or scientific purposes.

Farmstead Areas: With prior permission of Grantee, all Structures and Improvements associated with Renewable Energy generation, including access roads and other accessory Improvements, may be built within any designated Farmstead Area. Such facilities shall be subordinate to the Agricultural and Residential Uses of the Property.

Resource Protection Area: Renewable Energy Structures and Improvements are prohibited within the Resource Protection Area.

Farm Areas: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with the prior permission from the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"), facilities for the generation of energy from renewable resources for non-Commercial Use, principally on the Property may be constructed or placed in the Farm Area. Such facilities may include access roads and other accessory Improvements. Renewable Energy improvements must be compatible with the Purposes of this Easement and must be subordinate to the Agricultural Use of the Property. They must also be sited in a manner that minimizes impacts to prime agricultural soils and soils of statewide importance as well as impacts to scenic views from public vantage points. Grantee may impose conditions in its approval of such facilities to ensure compliance with these requirements. Such conditions may include

posting a bond. Any such Structures and Improvements are permitted only if the activity is limited and localized in impact, affecting no more than two percent (2%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Property. Any such Structure or Improvement may be enlarged or relocated with permission of the Grantee.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property, and improve the agricultural and forest management potential of the Property. Such alteration must be consistent with the Conservation Plan and compatible with the Purposes of this Easement, must be conducted in accordance with Sound Agricultural Practices, and must be carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 23 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

12. Water Rights.

Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state, and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision.

The Property is currently comprised of one (1) tax map parcel owned by Grantor.

There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership.

14. Boundary Line Adjustments. Pursuant to IRS Notice 2023-30, Grantor and the Grantee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location.

15. Clearing of Trees and Vegetation. All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources. There shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

15(a) Clearing without Prior Permission. Without prior permission of the Grantee, trees and vegetation may be removed (1) in association with the harvesting and management of Christmas trees produced within the Farm Area; (2) within any designated Farmstead Area (3) as needed to facilitate Agricultural Use in the Farm Area; (4) which endanger public safety, are diseased, damaged or fallen; (5) which need to be cleared to ensure the health of other trees; (6) in connection with the construction of permitted Structures, parking areas, and other

Improvements to the minimum extent necessary, provided that such clearings do not exceed three acres; (7) to construct and/or maintain walking or hiking trails; (8) to maintain and manage habitat areas; (9) to enhance the overall diversity of native plant species; (10) to provide control of Invasive Species; (11) to support the ecological health and biodiversity of the Property; and (12) to maintain the scenic and natural character of the Property, in compliance with the restrictions set forth below in this Section 15.

15(b) Clearing with Prior Permission. With the prior permission of the Grantee pursuant to Section 19, trees may be removed (1) to clear-cut areas of the Property to create open land for agriculture, habitat management, shooting fields, and views; (2) to clear more than three acres for permitted Structures and Improvements; and (3) as otherwise permitted by the Grantee pursuant to Section 19 (“Permission of and Notice to Grantee”). Clearing of trees is prohibited in the Resource Protection Area. In the event that a natural disaster or other event outside of Grantor’s control results in the creation of new open spaces in the Resource Protection Area, such open spaces shall not be maintained in an open condition, but rather shall be permitted to revegetate naturally or otherwise in a manner approved by Grantee pursuant to Section 19 (“Permission of and Notice to Grantee”).

15(c) Forestry. With the prior permission of Grantee pursuant to Section 19 (“Permission of and Notice to Grantee”), Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy, except that for properties under the NYS 480-a program, noted below, the Conservancy shall only require notice, pursuant to Section 19 (“Permission of and Notice to Grantee”), and a copy of the plan required New York State for its files. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (3) (if applicable), logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs). Forestry Uses shall be prohibited in the Resource Protection Area unless the Property is enrolled in the NYS 480-a program and complies with all requirements in this Section 15(c).

1. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5)(B)(i) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, Grantor may utilize sand and gravel located on the Property, provided that (a) the sand and gravel is used only on the Property, (b) such use has a limited, localized impact on the Property, and is not irretrievably destructive of the Purposes of the Easement contained in Section 2, (c) production facilities are concealed or compatible with existing topography and landscape, (d) the cumulative total land area disturbed to obtain the sand and gravel is no more than 1.5 acres, (e) any surface alteration is restored to its original state unless Grantee approves a restoration plan that further advances the Property’s conservation Purposes, and (f) Grantor and its assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. There shall be no placement of high-voltage transmission lines,

pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property, except for facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and any other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines.

17. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 11(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads to provide access to and parking for permitted buildings, improvements, and activities. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

18. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash and household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or for commercial use or sale. All such activities shall be conducted in accordance with Sound Agricultural Practices and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with permitted Uses and Structures on the Property is allowed by this Easement.

19. Permission of and Notice to Grantee.

Prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with Section 37 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the Purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may waive review of any Structure, Improvement or alteration permitted by the Easement which it deems to have no or an insubstantial impact on the Purpose and provisions of the Easement.

19(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written permission is required, the Grantee shall grant or withhold its permission in writing within 35 days of receipt of the Grantor's request for permission accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold permission only upon a reasonable determination by the Grantee that the

Grantor's proposal would be inconsistent with the Purposes or specific provisions of this Easement. The Grantee may grant its permission subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the permission of the Grantee.

19(b). Standards and Timetable for the Giving Notice to Grantee.

Where only prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement, or any significant landscape alteration. Prior to commencing any activity requiring prior notice, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the Purposes and restrictions of this Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement. If Grantee determines that an activity requiring prior notice does not meet the standards of this Section 19, it shall promptly notify Grantor of such determination.

20. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

20(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

20(b). Upkeep and Maintenance.

Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

20(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities of the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with the Grantee's administration and/or enforcement of this Easement or otherwise, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims, or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence, or damages related to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee and

the State of New York, Department of Agriculture and Markets harmless from and against any and all costs, claims, expenses, fines penalties, assessments or citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other Owner for Grantee's acts taken in good faith in connection with the administration of this Easement.

Grantor shall indemnify and hold harmless the Grantee and the New York State Department of Agriculture and Markets, and their employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the Department of Agriculture and Markets may be subject or incur relating to the Property, which may arise from, but are not limited to, any personal injury, accidents, negligence or damage, Grantor's ownership of the Property, Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee and the Department of Agriculture and Markets or their agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold harmless the Grantee and the Department of Agriculture and Markets or their employees, agents, and assigns, from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. The Grantee and the Department of Agriculture and Markets shall have no liability to Grantor or any other Owner for acts of the Grantee and the Department of Agriculture and Markets or their, taken in good faith in connection with the exercise of their rights under this Easement.

21. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

- (i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –
 - a. Agricultural Use,
 - b. Conservation Plan,
 - c. Crops, Livestock and Livestock Products,
 - d. Farm Labor Housing,
 - e. Farm Operation,

- f. Sound Agricultural Practices, and
 - g. Viable Agricultural Land;
- (ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and
- (iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 27 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 25 ("Enforcement").

22. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

23. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Property are permitted by this Easement. To evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties. A copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

24. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not

a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets and the County, pursuant to Section 26 ("Third Party Enforcement Right of the County of Dutchess"), shall have the same right of inspection.

25. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purposes of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purposes of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so later. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and which occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or political or social upheavals such as wars or riots.

26. Third Party Enforcement Right of the County of Dutchess.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

26(a). Prior to commencing an enforcement action, the County must first notify Grantee and Grantor, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantor thirty (30) days from the receipt of such notice to cure the violation.

26(b). If the County determines that Grantor is diligently proceeding to cure the violation or, if

not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

26(c). In any case, where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 25 ("Enforcement") or this Section 26 ("Third Party Enforcement Right of the County of Dutchess").

27. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 21 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted subject to Section 21 shall not prevent the mediation allowed under this Section 27. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 25 ("Enforcement") or the rights of the County of Dutchess under Section 26 ("Third Party Enforcement Right of the County of Dutchess").

28. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL and that is a "qualified organization" under Section 170(h) of the Code, including a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets or its successor agency, if any, must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

29. Sale, Transfer and Subdivision of Property.

29(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, or any portion thereof, shall be subject to this 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 Dutchess Land Conservancy, Inc. on ___(month/day/year)_, and recorded in the Dutchess County Clerk's Office on ___, ___ at Document # _____.\" The failure to include such language shall not affect the validity or applicability of this Easement.

29(b). Notice and Effect of Boundary Line Adjustment. Prior to any permitted boundary line adjustment of the Property into parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such boundary line adjustment, this Easement shall continue to encumber the land conveyed. References in this Easement to the Property, or to the Owner or Owners or Grantors, shall be deemed to refer to the Owner or Owners of each such parcel conveyed, and no Owner or Owners of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other portion of the Property. In the event that an Owner of a subdivided parcel requests an amendment of this Easement, and the Grantee agrees to such amendment, the amendment shall affect only the parcel of land for which the request was made and shall have no effect on any other land protected by this Easement.

29(c). Allocation of Permitted Structures. In the event that a boundary line adjustment occurs pursuant to Section 13 ("Subdivision"), in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

29(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the Purposes and provisions of this Easement, to perform

its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to otherwise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property, and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

29(e). Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "Owner" shall include the Owner of any beneficial equity interest in the Property. The preceding sentence shall not impose personal liability on any such beneficial Owner except to the extent such beneficial Owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

29(f). Discharge of Owner Upon Transfer. In the event any Owner transfers fee ownership of all or any portion of the Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

30. Amendment of Easement.

This Easement may be amended only with the written permission of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purposes of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any such amendment to this Easement shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change. Any such amendment to this Easement shall be duly recorded.

31. Judicial Extinguishment of Easement.

Pursuant to IRS Notice 2023-30, Grantor and Grantee agree that if a subsequent unexpected change in conditions surrounding the Property renders impossible or impractical the continued use of the Property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the Property

are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.

31(a) Consideration of Future Circumstances. In granting this Easement the Grantors have fully and carefully considered the possibility that a use of the Property that is expressly prohibited, or prohibited because it is inconsistent with the Purposes of this Easement, may be more economically valuable than permitted uses, or that neighboring properties may allow uses that are not permitted hereunder. It is the intent of both Grantors and Grantee that if such a situation occurs, it shall not justify the termination or extinguishment of this Easement pursuant to this Section 31. In addition, Grantors' inability or difficulty in carrying on any or all of the permitted uses, or the unprofitability of doing so, shall not affect the validity or enforceability of this Easement or be considered grounds for its termination or extinguishment.

31(b). Eminent Domain. If condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purposes") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 32 ("Proceeds") herein.

31(c). Grantee's Right to Proceeds. In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 32.

31(d) Judicial Extinguishment Initiated by Landowner. If this Easement is extinguished pursuant to a judicial proceeding initiated by the Grantors or their successors, Grantors shall pay to Grantee the greater of the amount specified in Section 31(c) and the fair market value of the Easement on the date of judicial extinguishment, as determined by independent appraisal. The cost of such appraisal shall be divided equally between the Grantors and the Grantee. Grantee may, in its sole discretion, waive the provisions of this Section 31(d) and value its proportionate share under Section 31(c). Grantee agrees to devote the proceeds it receives in a manner consistent with the Purposes of this Easement.

32. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment, partial extinguishment, sale or other disposition of the Property as contemplated in Section 31 ("Judicial Extinguishment of Easement"). That monetary value is determined as follows: multiply (a) times (b), where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof.

For this Easement, the Grantee's Proportionate Share is sixty percent (61%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property.

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board.

Because Dutchess County contributed funds toward the amount of consideration of this Easement equivalent to 37% of the appraised value of this Easement at the time of its conveyance, it shall be entitled to receive 37% of the Proportionate Share proceeds as described above in this Section 32. The County hereby acknowledges this entitlement by signing the attached Acknowledgement. The remaining balance of any Proportionate Share of the proceeds as referenced above shall be provided to the Grantee.

33. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

34. Recitals and Exhibits Incorporated Herein.

All recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. All exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

35. Successors.

Every provision of this 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.

36. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall

remain in full force and effect.

37. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party may change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 37.

38. Title.

The Grantor covenants and represents that the Grantor is the sole Owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

39. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

40. Subsequent Encumbrances.

The grant of any easements or use restrictions is allowed with the permission of Grantee pursuant to Section 19(a) ("Standards and Timetable for the Grantee's Permission"). Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

41. Preemptive Purchase Right.

Grantor acknowledges that the continued ownership of the Property by a party capable of conducting Agricultural Use on the Property is integral to fulfilling the Purposes of the Easement. Accordingly, Grantor hereby grants to Grantee a preemptive right to purchase the Property in accordance with the provisions of this Section 41 ("Preemptive Purchase Right") upon a proposed sale of the Property as more fully set forth below. The Preemptive Purchase Right constitutes a restriction that runs with the land and shall apply to each Conveyance (as hereinafter defined) in perpetuity.

41(a). Trigger of the Preemptive Purchase Right. Grantee shall have the right to exercise the preemptive purchase right in the event that Grantor proposes to sell or otherwise transfer (a) the Property or any part of the Property, (b) any interest in the Property or (c) any interest in a corporation, limited liability company, partnership or other entity holding title to the Property

(any such transaction or occurrence is hereinafter referred to as a "Conveyance"). Unless otherwise permitted by the Easement, the Property shall only be sold in its entirety.

41(b). Exempt Transactions. Notwithstanding the foregoing, the following Conveyances shall not trigger Grantee's rights hereunder (each an "Exempt Transaction"):

- i. Any conveyance of the Property to a transferee who agrees in writing to continue Agricultural Use, provided that the following conditions are also satisfied:
 - a. The price must be no greater than the as-restricted value (as described below in 41(f)(i))
 - b. The conveyance must be made to:
 - i. a transferee who personally, or whose spouse or life-partner either currently meets the definition of Qualified Farmer or who previously met the definition of Qualified Farmer for a minimum of seven (7) years within the past twenty (20) years; or
 - ii. a spouse, life-partner, parent, grandparent, sibling, child, stepchild, niece, nephew, or grandchild of Grantor (any one or more of whom are hereinafter referred to as a "Relative"); or
 - iii. a trust for the exclusive benefit of Grantor and/or a Relative; or
 - iv. a family partnership, family limited partnership, family limited liability company, or other similar family entity, provided that all interests in any such entity are owned, legally and beneficially, by Grantor and/or a Relative; or
 - v. a nonprofit organization whose mission includes facilitating access to farmland at prices affordable to Qualified Farmers, and which has made a written commitment to continue Agricultural Use of the Property.
- ii. Any mortgage, pledge, or other assignment of the Property to an institutional lender as security for any indebtedness of Grantor provided that any such mortgage, pledge, or other assignment of the Property requires that:
 - a. Grantee shall receive concurrent notice of any default under any such indebtedness and shall be afforded a reasonable opportunity to cure such default on behalf of Grantor; and
 - b. Any party acquiring the Property as result of a default of Grantor in the payment of such indebtedness shall be bound by the terms of this Easement in the same manner as Grantor hereunder, including being subject to this preemptive purchase right.

41(c). Notice of Intent to Market. Whenever Grantor intends to market the Property for sale, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to market," and shall be delivered to Grantee not later than ten (10) days after the Property is either listed for sale with a broker or other person or any marketing materials for Conveyance of the Property or interest therein have been prepared, whichever occurs first. The notice of intent to market shall include a copy of any brokerage agreement, listing materials or

other materials used or proposed to be used in connection with the marketing of the Property, including the proposed offering price for the Property.

41(d). Notice of Intent to Convey. Whenever Grantor intends to enter into a transaction that would constitute a conveyance of the Property, including an exempt transaction, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as “notice of intent to convey” and shall be delivered to Grantee not later than five (5) days following the receipt by the Grantor of an offer for the Property that the Grantor is inclined to accept.

The notice of intent to convey shall include:

- i. A copy of any written offer that Grantor has received and is willing to accept; and
- ii. To the extent then executed, a copy of any written agreement between Grantor and a proposed transferee relating to the proposed Conveyance (together with such other instruments as may be required to show that proposed agreement has been entered into in good faith). Grantor acknowledges and agrees that any written agreement executed by Grantor with respect to any conveyance shall specifically state that it is subject to the rights of Grantee pursuant to this Easement with preemptive purchase right; and
- iii. A written description of the transferee’s training and experience as an agricultural producer and an agricultural business plan for the Property, including a description of (1) agricultural activities to be conducted or facilitated by transferee, (2) the retail or wholesale markets the transferee intends to utilize for sale of the agricultural products from the Property, (3) any proposed improvements to the Property, (4) a statement of anticipated agricultural income and expenses derived from the Property for a three-year period following transferee’s acquisition of the Property, (4) a twelve-month cash flow projection or (5) other documentation of the transferee’s capacity and intention to conduct Agricultural Use of the Property as determined by Grantee at its sole discretion. If transferee has no such training and experience or no intention of operating an agricultural business on the Property, a written statement to that effect.
- iv. If the proposed conveyance is represented to be an exempt transaction, the notice to convey shall also include the documents needed to establish the conveyance as such, including:
 - a. Documentation sufficient to show that the conveyance is at or below the as-restricted value. Such documentation may include:
 - i. A copy of an appraisal determining the as-restricted value of the Property in accordance with Section 39(f)(i); or
 - ii. Any other adequate documentation the Grantor may provide sufficient to prove that the conveyance is at or below the as-restricted value. Determination of the adequacy of said documentation is at the Grantee’s sole discretion.
 - b. Documentation sufficient to establish the required Qualified Farmer status and

the relationship(s) used to claim an exempt transaction under the terms of Section 39(b)(i), or the buyer's federal income tax filings from the previous two years, if the exempt transaction is claimed under Section 39(b)(ii). The sufficiency of such documentation shall be determined by Grantee, at its sole discretion.

41(e). Notice of Intent to Exercise Preemptive Purchase Right: If Grantee determines that the proposed conveyance is not an exempt transaction, Grantee may exercise the preemptive purchase right by giving Grantor notice thereof ("notice of intent to exercise") promptly, but in no case more than sixty (60) days following receipt of Grantor's notice of intent to convey. Failure by Grantee to provide such notice within 60 days shall constitute a waiver of Grantee's rights under the preemptive purchase right with respect to the proposed conveyance that is the subject of such notice of intent to convey. Grantee shall notify Grantor immediately upon a determination that it will not exercise this Preemptive Purchase Right with respect to a proposed conveyance. Failure to exercise this right with respect to a proposed conveyance shall not constitute a waiver of any of Grantee's rights with respect to a subsequent conveyance.

41(f). Purchase Agreement. If Grantee gives Grantor a notice of intent to exercise, Grantor and Grantee shall, either within sixty (60) days of delivery of said notice if Grantee chooses not to seek an appraisal, or within ten (10) days of receipt of the final appraisal if the purchase price (defined below) is determined pursuant to Section 41(f)(i) below, enter into a written agreement with respect to the sale of the Property (the "purchase agreement"). Unless otherwise agreed by the parties, the purchase agreement shall contain the following terms:

(i) Purchase Price. The price for which Grantee shall have the right to purchase the Property (the "permitted resale price") shall be the lesser of the offer price set forth in any written agreement delivered by Grantor to Grantee pursuant to Section 41(d)(i) above, or a price equal to the as-restricted fair market value of the Property ("as-restricted value") determined as follows:

a. An appraisal of the as-restricted value of the Property, including all improvements thereon, based on its use value for productive Agricultural Use (hereinafter, the "agricultural use value") of the land comprising the Property, assuming that its highest and best use is commercial agricultural production commonly occurring within the market area where the Property is located on the date that the notice of intent to exercise is given, as determined by a jointly approved qualified, independent appraiser selected by Grantor and Grantee, with the cost of such appraisal to be at Grantee's sole expense. If Grantor and Grantee cannot jointly agree on a qualified, independent appraiser, Grantor and Grantee shall each select their own qualified, independent appraiser, each at their own expense. If the value of the Grantor and Grantee's individual appraisals are within 10% of one another, for the purpose of determining the permitted resale price the as-restricted value shall be the average of the two appraised values. If the Grantor and Grantee's individual appraisals vary by more than ten percent (10%) then Grantors'

appraiser and Grantee's appraiser shall together appoint a third duly licensed appraiser with experience in the appraisal of agricultural real estate, who shall appraise the Property according to the requirements of the paragraph above. The cost of the third appraisal shall be equally borne by Grantee and Grantors. The value of the Property determined by the third appraiser in such case shall be the as-restricted value. As an alternative to appointing a third appraiser, Grantor and Grantee may agree upon a price based upon averaging the two appraisals or otherwise.

b. Appraisal(s) shall be completed by a licensed appraiser with experience in the appraisal of agricultural real estate and shall take into consideration the permitted and restricted uses set forth in the Easement as well as the impact on value resulting from the preemptive purchase right. The appraiser shall consider at least three approaches to valuation, including the Cost, Income, and Sales Comparison Approaches and shall value the land and all permanent structures and improvements (including permanently installed land improvements such as in-ground irrigation systems, farm roads, and tiling) by such appraisal methods as said appraiser finds appropriate for determining the as-restricted value of the Property.

- (ii) Grantee's Right of Entry in Furtherance of the Preemptive Purchase Right. Grantee and Grantee's designees shall have the right to enter upon the Property at reasonable times upon reasonable advance notice for the purpose of preparing for the purchase of the Property (or interest therein), including but not limited to conducting appraisals, surveys, soils tests, engineering studies, and obtaining other desired information about the Property. Such entry onto or testing of the Property shall be conducted in a manner that reasonably limits any disturbance the use and enjoyment of the Property by Grantor.
- (iii) Closing. The closing of the transaction contemplated by the purchase agreement will take place within ninety (90) days following execution of the purchase agreement.
- (iv) Title. Grantor shall convey to Grantee, by bargain and sale deed with covenant against grantor's acts, in customary, recordable form, good, clear, record and marketable title to the Property free of all liens, leases, tenancies, occupancies or other encumbrances, subject only to (a) customary utility distribution easements (b) rights of the general public to use public roads; (c) rights of way and other easements that do not, in the Grantee's opinion, materially impair beneficial use of the Property; (d) the permitted exceptions in existence as of the date of this Easement and (e) the terms and conditions of this Easement. Grantor shall provide to Grantee copies of any existing title insurance policies, abstracts of title and survey maps of the Property. The state of title to the Property shall be determined by a title examination paid for by Grantee, and Grantee may obtain title insurance at Grantee's expense. In the event Grantor is unable to convey

good and marketable title as required hereunder despite Grantor's best efforts (including the application of the purchase price to reduce any monetary liens), then Grantee may elect to terminate the purchase agreement and its exercise of this preemptive purchase right or to accept such title as Grantor shall be able to deliver and pay the purchase price without reduction, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.

- (v) Approvals. Grantor agrees to obtain at his sole expense any and all permits and approvals required under law or regulation for the conveyance of the Property (or interest therein) to Grantee under the purchase agreement. The parties shall extend the closing date as necessary to enable Grantor to obtain all such final permits and approvals.
- (vi) Hazardous Materials. Upon execution of the purchase agreement, Grantor shall update the representation made below regarding the presence or release of hazardous materials. In the event that Grantee discovers that any hazardous material has been found or released from or onto the Property, or that any violation of law related thereto has occurred on the Property, Grantee may at Grantee's option terminate the purchase agreement and declare its exercise of the preemptive purchase right to be null and void.

Representation: Grantor represents to Grantee that Grantor is not now aware of the placement or dumping on the Property of any "hazardous material," including but not limited to petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, or any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, or of the existence of any violation of federal, state or local law related thereto. The term "hazardous material" shall not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated, in compliance with all applicable laws, in reasonable quantities for a lawful agricultural operation.

- (vii) Prorations and Fees. Grantor and Grantee shall prorate property taxes, assessments, fuel on the premises and rents as of the date of closing. Other transfer taxes and other taxes, fees and charges will be allocated in accordance with the customary practice in Dutchess County.
- (viii) Casualty. In the event any structure on the Property is substantially destroyed by fire or other casualty, Grantee may elect to (a) proceed to closing and accept the proceeds of any insurance policy Grantor may have with respect to such destruction; or (b) if such insurance proceeds are less than the value of the structure as determined by appraisal using the methodology described above,

proceed to closing and accept the proceeds of said insurance policy and reduce the purchase price by the difference between such contributory value and insurance proceeds; or (c) terminate the purchase agreement and withdraw its election to exercise the preemptive purchase right, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.

- (ix) No Changes in Property. Grantor shall not physically alter the Property or the improvements on the Property or enter into any lease after Grantee delivers the notice of intent to exercise without Grantee's written consent, except to perform generally accepted agricultural practices and normal repairs and maintenance.
- (x) Personal Property. All personal property, livestock, machinery and equipment not included in the sale or other transfer shall be removed from the Property, and all other waste and debris shall be removed from the Property prior to closing.
- (xi) Assignment. Grantee may by written instrument, a copy of which shall be delivered to Grantor, assign its rights under the purchase agreement to a third party who, in the reasonable opinion of Grantee, will use or will facilitate the use of the Property for productive Agricultural Use.
- (xii) Form of Agreement. Grantor acknowledges receipt of, and accepts, the form of purchase and sale agreement heretofore delivered by Grantee to Grantor and agrees that such form conforms to the requirements of this Section.
- (xiii) Power of Attorney. In the event Grantor fails to execute the purchase agreement within ten (10) days of delivery to Grantor (provided that the purchase agreement conforms to the requirements of this Section), Grantor hereby constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact for Grantor and in Grantor's name to execute, acknowledge and deliver such purchase agreement as the act and deed of Grantor.

41(g). Waiver of Preemptive Purchase Right for Specific Proposed Conveyance. If Grantee fails to provide delivery of a notice of intent to exercise or, if Grantee elects to terminate the preemptive purchase right under the terms of the purchase agreement, or if Grantee unjustifiably fails to purchase the Property within ninety (90) days following execution of the purchase agreement (as the same may be extended pursuant to the terms of the purchase agreement), then at the request of Grantor, Grantee shall promptly execute and deliver to Grantor a document in suitable form for recording waiving Grantee's rights hereunder in connection with the proposed conveyance, and Grantor may proceed with the proposed conveyance; provided, however, that the proposed conveyance by Grantor to such prospective transferee must be completed within the twelve (12) month period following delivery of the notice of intent to convey given with respect thereto. Any such waiver of the preemptive purchase right shall state or automatically be deemed to state that it waives the preemptive purchase right only for purposes of the specific conveyance in question and that the preemptive purchase right (and the balance of this Easement) shall continue to be in effect for all other

future conveyances. Grantee shall have the right to waive this preemptive purchase right with respect to the proposed conveyance at any time, including following execution of a purchase agreement.

42. Grantor's Environmental Warranty.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

43. Duration of Easement.

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

44. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the 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 30 ("Amendment of Easement").

45. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's Purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or

scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

46. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and against all future Owners and any party deriving from the Grantor any interest or right to use, possess, or occupy the Property, in the same manner as against the Grantor, while such party is an Owner or entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

47. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

48. 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 construction or interpretation.

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

LANDOWNER

Primrose Hill Farm Partners, LLC

By: _____
Robert A. Schoch
Title: Managing Member

GRANTEE

Dutchess Land Conservancy, Inc.

By: _____
Rebecca E.C. Thornton
President

State of New York)

County of Dutchess), ss:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared **Robert A. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

**For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement,
and Acceptance of the Role of Third Party Right of Enforcement**

DUTCHESS COUNTY

By:

Susan J. Serino
County Executive

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

On _____, before me, the undersigned, a notary public in and for said State,
personally appeared **Susan J. Serino** personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her capacity, and that by her signature on the
instrument, the individual, or the person upon behalf of which the individual acted, executed the
instrument.

Signature/office of individual taking acknowledgement

APPENDIX A
DEPARTMENT CLAUSES

- required “WHEREAS” provisions (“C,” “D,” “E,” “I,” “K,” “M” and “O”)
- “Purposes”
- “Implementation”
- “Definitions”: “Agricultural Use,” “Conservation Plan,” “Crops, Livestock and Livestock Products,” “Farm Labor Housing,” “Farm Operation,” “Qualified Farmer,” and “Viable Agricultural Land.”
- “State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions”
- Other miscellaneous policies: “Impervious Surfaces,” “Land Disturbances Associated with Non-Agricultural Activities,” “Sound Agricultural Practices,” “Proceeds” and “Interpretation

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situated, lying and being in the Town of Clinton, Dutchess County, New York, more particularly described as follows:

West Farm Parcel

Beginning at the northeast corner of the herein described parcel at a point in the westerly user boundary of Fiddler's Bridge Road located at New York State Plane East Zone coordinates of 1,103,415.494 feet North by 668,406.547 feet East;

Thence along said Fiddler's Bridge Road,
South 26°58'42" West for 522.51 feet,
South 21°08'06" West for 252.10 feet, and
South 34°05'37" West for 55.28 feet;

Thence along the lands now or formerly of Conroad Associates, LP, described by deed recorded as Document No. 2-2019-1758,

North 4°42'48" East for 72.78 feet to an angle in a stone wall, and along said wall,
North 4°42'48" East for 227.24 feet,
North 3°53'15" East for 114.42 feet,
North 2°50'45" East for 162.49 feet, and
North 1°45'45" East for 125.90 feet to an iron rod found in a stone wall intersection;

Thence along lands now or formerly of Auspitz, described by deed recorded as Document No. 2-2018-663, following the stone wall,

North 67°45'55" East for 8.82 feet, and
North 82°12'21" East for 309.27 feet to the point or place of beginning;

Containing 2.379 acres.

BEING all that portion of Parcel 1 described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying WEST of Fiddler's Bridge Road.

East Farm Parcel

Beginning at the corner of a stone wall marking the northeast corner of the herein described parcel located at New York State Plane East Zone coordinates of 1,103,647.375 feet North by 669,992.153 feet East;

Thence along lands now or formerly of Schimmelpfennig, described by deed recorded in Liber 1937 of Deeds at page 208, following a stone wall,

South 7°00'15" East for 70.64 feet to the end of said wall;

Thence along the westerly user boundary of Seelbach Lane,

South 4°13'57" East for 138.53 feet,
South 11°04'32" East for 170.80 feet to the north end of a stone wall, and along the same,
South 7°52'46" East for 174.14 feet to a point in said wall;

Thence along the aforementioned lands of Schimmelpfennig, following said wall,

South 4°54'36" East for 71.48 feet,
South 10°02'21" East for 86.58 feet to the south end of said wall, across a wetland,

South 5°57'11" East for 420.33 feet to the north end of a stone wall, and along the same,
 South 7°42'21" East for 108.34 feet, and
 South 9°09'26" East for 49.58 feet to a point in said wall;
 Thence along lands now or formerly of Mulvey & Yusun, described by deed recorded in Liber 1696
 of Deeds at page 859, following said wall,
 South 5°23'06" East for 105.09 feet,
 South 7°57'21" East for 326.97 feet,
 South 5°55'46" East for 142.50 feet to the south end of said wall, and
 South 12°15'11" East for 41.39 feet to an iron rod found;
 Thence along lands now or formerly of Lim, described by deed recorded as Document No. 2-2019-
 385,
 North 88°53'08" West for 523.70 feet to a point at the west end of a stone wall, and
 South 6°15'08" East for 400.39 feet to a point in a stone wall;
 Thence along lands now or formerly of Seelbach LLC, described by deed recorded as Document No.
 2-2002-6948, following said stone wall,
 North 86°41'44" West for 208.55 feet,
 North 89°58'58" West for 118.81 feet,
 North 89°21'50" West for 213.54 feet, and
 North 85°18'00" West for 116.89 feet to an intersection of walls;
 Thence along lands now or formerly of Bowers, described by deed recorded as Document No. 2-
 2001-10836, following said stone wall,
 North 3°22'02" East for 38.45 feet,
 North 0°46'39" West for 162.79 feet to an intersection of walls, and continuing along same,
 North 87°52'34" West for 323.72 feet,
 South 87°30'49" West for 35.00 feet,
 North 82°26'37" West for 26.69 feet,
 North 87°42'17" West for 154.38 feet,
 South 88°43'59" West for 42.53 feet to an intersection of walls, and continuing along same,
 South 6°40'31" East for 112.44 feet,
 South 8°40'37" East for 41.82 feet,
 South 5°59'19" East for 102.17 feet to an iron rod found at an intersection of walls, and continuing
 along a stone wall,
 South 82°26'40" West for 514.92 feet to an iron rod found in a wall corner;
 Thence along lands now or formerly of D'Amico, described by deed recorded as Document No. 2-
 2001-8432, following a stone wall,
 North 2°46'49" West for 327.64 feet to an intersection of walls, and continuing along same,
 North 2°02'35" West for 247.20 feet,
 North 3°00'47" West for 379.01 feet,
 North 2°07'11" West for 231.71 feet, and
 North 4°18'16" West for 84.51 feet to an iron rod found in an intersection of walls;
 Thence along the easterly user boundary of Fiddler's Bridge Road, following a stone wall,
 North 62°11'56" East for 126.67 feet to a point, leaving said wall and still along said road,
 North 20°43'49" East for 346.80 feet to the south end of a stone wall,
 North 29°26'09" East for 112.58 feet to the north end of said wall,
 North 25°17'41" East for 183.82 feet, and
 North 27°47'59" East for 240.51 feet;

Thence along lands now or formerly of Fiddler's Bridge, LLC, described by deed recorded as Document No. 2-2022-50564, following a stone wall,

North 80°29'26" East for 131.94 feet,

North 82°07'21" East for 401.82 feet to an intersection of walls, and continuing along same,

North 82°47'46" East for 77.52 feet and

North 80°03'53" East for 49.44 feet;

Thence along lands now or formerly of Whist, described by deed recorded as Document No. 2-2009-4650, following a stone wall,

North 78°57'26" East for 45.81 feet,

North 81°58'08" East for 156.01 feet to the east end of the wall, across a wetland and stream,

North 81°30'22" East for 258.96 feet to the west end of stone wall remains,

North 83°06'05" East for 131.69 feet to a point at or near the south side of a rebuilt stone wall, and generally along said rebuilt wall in a straight line,

North 81°01'05" East for 300.05 feet to the point or place of beginning;

Containing 93.025 acres.

BEING all that portion of Parcel 1 described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying EAST of Fiddler's Bridge Road.

West Woodlot Parcel

Beginning at an iron rod found marking the southwest corner of the herein described parcel at a point in the easterly user boundary of Seelbach Lane located at New York State Plane East Zone coordinates of 1,103,728.491 feet North by 670,064.189 feet East;

Thence along said Seelbach Lane,

North 9°10'17" East for 80.64 feet,

North 7°00'25" West for 70.38 feet to the south end of a stone wall, and along same,

North 0°57'30" West for 145.39 feet,

North 12°44'59" East for 37.62 feet;

Thence along the southwesterly user boundary of Rhynders Road, following said wall in part,

North 47°54'55" East for 16.19 feet,

North 71°07'30" East for 13.91 feet,

South 75°46'33" East for 17.24 feet,

South 37°36'10" East for 22.95 feet,

South 25°03'21" East for 128.79 feet, and

South 51°41'05" East for 242.52 feet to an iron rod found;

Thence along lands now or formerly of McCormack, described by deed recorded as Document No. 2-2018-5583,

South 79°59'45" West for 70.73 feet to the east end of a stone wall, along said wall,

South 78°18'23" West for 102.54 feet to the west end of said wall, and

South 80°10'57" West for 142.87 feet to the point or place of beginning;

Containing 1.184 acres.

BEING all that portion of Parcel 2 (the Woodlot) described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying WEST of Rhynders Road.

East Woodlot Parcel

Beginning at an iron rod found marking the northwest corner of the herein described parcel at the intersection of the easterly user boundary of Seelbach Lane with the northeasterly user boundary of Rhynders Road located at New York State Plane East Zone coordinates of 1,104,163.545 feet North by 670,060.547 feet East;

Thence along lands now or formerly of Maccarriello, described by deed recorded in Liber 1311 of Deeds at page 363, along a stone wall,

North 79°20'50" East for 32.26 feet to the east end of said wall, across a wetland,

North 82°06'47" East for 287.46 feet to the west end of a stone wall, and along same,

North 81°18'53" East for 50.69 feet,

North 83°04'32" East for 162.28 feet, and

North 85°23'55" East for 32.17 feet to a point in said wall, from which an iron rod found bears North 12°57'23" East and 2.95 feet distant;

Thence along lands now or formerly of Bertolozzi, described by deed recorded as Document No. 2-2019-2801, along said wall,

North 85°00'02" East for 23.01 feet to the east end of said wall,

North 72°27'49" East for 44.92 feet to the west end of a stone wall, and along the same,

North 73°25'33" East for 91.07 feet to the east end of said wall,

North 73°41'04" East for 133.70 feet to the west end of a stone wall, and along same,

North 73°08'21" East for 247.34 feet to a point in said wall;

Thence along lands now or formerly of Naor, described by deed recorded as Document No. 2-2020-52431,

South 2°45'34" East for 504.05 feet to an iron rod found at the west end of a stone wall;

Thence along lands now or formerly of Hollitz, described by deed recorded as Document No. 2-2021-52608,

South 80°41'14" West for 55.01 feet to the east end of a stone wall, and along same,

South 84°22'18" West for 83.37 feet,

South 79°46'30" West for 63.27 feet,

South 83°23'12" West for 42.47 feet to the west end of said wall,

South 84°21'25" West for 193.33 feet,

South 84°58'23" West for 178.31 feet to the west end of a short section of stone wall, and

South 79°34'32" West for 98.68 feet;

Thence along the northeasterly user boundary of the aforementioned Rhynders Road,

North 70°28'12" West for 88.46 feet,

North 50°22'37" West for 103.88 feet,

North 43°16'54" West for 147.90 feet,

North 19°51'19" West for 68.42 feet,

North 39°46'13" West for 54.48 feet, and

North 52°48'58" West for 88.37 feet to the point or place of beginning;

Containing 9.359 acres.

BEING all that portion of Parcel 2 (the Woodlot) described in "Schedule A" in a deed to the grantor herein recorded in Liber 1986 of Deeds at page 260 lying EAST of Rhynders Road.

The basis of coordinates, bearings, and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinate System for the New York East Zone.

Farmstead Area 1

Beginning at the southwest corner of the herein described area at a point in the easterly user boundary of Fiddler's Bridge Road located at New York State Plane East Zone coordinates of 1,102,619.430 feet North by 668,086.934 feet East;

Thence along the easterly user boundary of Fiddler's Bridge Road,

North 20°43'49" East for 346.80 feet,

North 29°26'09" East for 112.58 feet, and

North 25°17'41" East for 41.76 feet;

Thence leaving said road and running through the above described East Farm Parcel,

South 87°00'00" East for 333.68 feet,

South 21°24'00" West for 225.00 feet,

South 14°00'00" West for 262.00 feet,

North 75°00'00" West for 221.00 feet, and

South 78°00'00" West for 174.00 feet to the point or place of beginning;

Containing 3.666 acres.

Farmstead Area 2

Beginning at the northwest corner of the herein described area at a point in the interior of the above described East Farm Parcel located at New York State Plane East Zone coordinates of 1,101,855.339 feet North by 668,595.579 feet East;

Thence through said interior of said Parcel,

South 88°00'00" East for 314.90 feet,

South 2°00'00" West for 192.37 feet,

North 87°51'23" West for 361.19 feet,

South 87°00'00" West for 326.00 feet,

North 3°00'00" West for 109.00 feet,

North 87°00'00" East for 382.00 feet, and

North 2°00'00" East for 78.00 feet to the point or place of beginning;

Containing 2.334 acres.

Resource Protection Area

Beginning at the corner of a stone wall marking the northeast corner of the herein described area located at New York State Plane East Zone coordinates of 1,103,647.375 feet North by 669,992.153 feet East;

Thence along lands now or formerly of Schimmelpfennig, described by deed recorded in Liber 1937 of Deeds at page 208, following a stone wall,

South 7°00'15" East for 70.64 feet to the end of said wall;

Thence along the westerly user boundary of Seelbach Lane,

South 4°13'57" East for 138.53 feet,

South 11°04'32" East for 170.80 feet to the north end of a stone wall, and along the same,

South 7°52'46" East for 174.14 feet to a point in said wall;
Thence along the aforementioned lands of Schimmelpfennig, following said wall,
South 4°54'36" East for 71.48 feet,
South 10°02'21" East for 86.58 feet to the south end of said wall, across a wetland,
South 5°57'11" East for 420.33 feet to the north end of a stone wall, and along the same,
South 7°42'21" East for 108.34 feet, and
South 9°09'26" East for 49.58 feet to a point in said wall;
Thence along lands now or formerly of Mulvey & Yusun, described by deed recorded in Liber 1696 of Deeds at page 859, following said wall,
South 5°23'06" East for 105.09 feet,
South 7°57'21" East for 326.97 feet,
South 5°55'46" East for 142.50 feet to the south end of said wall, and
South 12°15'11" East for 41.39 feet to an iron rod found;
Thence along lands now or formerly of Lim, described by deed recorded as Document No. 2-2019-385,
North 88°53'08" West for 300.00 feet to a point;
Thence running through the above described East Farm Parcel,
North 37°55'31" West for 879.90 feet,
North 5°00'00" West for 785.00 feet,
North 86°00'00" East for 175.00 feet,
North 24°00'00" East for 135.00 feet, and
North 20°00'00" West for 210.00 feet;
Thence along lands now or formerly of Whist, described by deed recorded as Document No. 2-2009-4650,
North 81°30'22" East for 83.96 feet to the west end of stone wall remains,
North 83°06'05" East for 131.69 feet to a point at or near the south side of a rebuilt stone wall, and generally along said rebuilt wall in a straight line,
North 81°01'05" East for 300.05 feet to the point or place of beginning;
Containing 25.886 acres.

The basis of coordinates, bearings, and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinate System for the New York East Zone.

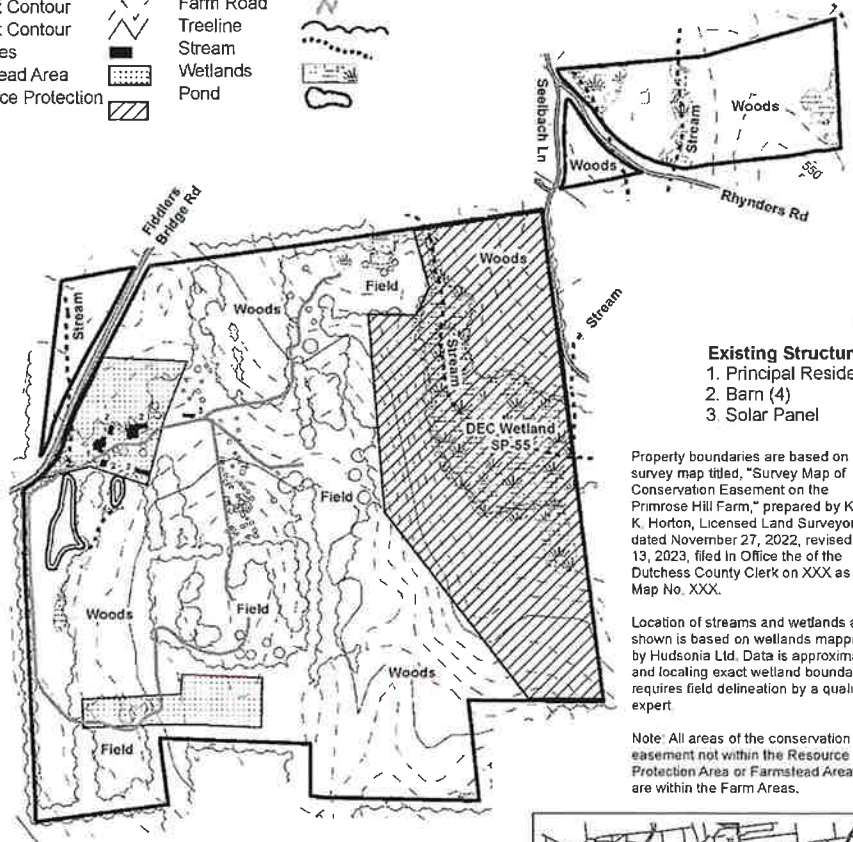
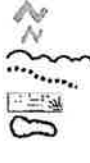
SUBJECT to utility easements of record.

EXHIBIT B
Conservation Easement Map

Legend

Property Boundary
10 Foot Contour
50 Foot Contour
Structures
Farmstead Area
Resource Protection Area

Road
Farm Road
Treeline
Stream
Wetlands
Pond



Existing Structures

1. Principal Residence
2. Barn (4)
3. Solar Panel

Property boundaries are based on a survey map titled, "Survey Map of Conservation Easement on the Primrose Hill Farm," prepared by Kirk K. Horton, Licensed Land Surveyor, dated November 27, 2022, revised July 13, 2023, filed in Office of the Dutchess County Clerk on XXX as filed Map No. XXX.

Location of streams and wetlands as shown is based on wetlands mapped by Hudsonia Ltd. Data is approximate and locating exact wetland boundaries requires field delineation by a qualified expert.

Note: All areas of the conservation easement not within the Resource Protection Area or Farmstead Areas are within the Farm Areas.

Exhibit B: Conservation Easement Map

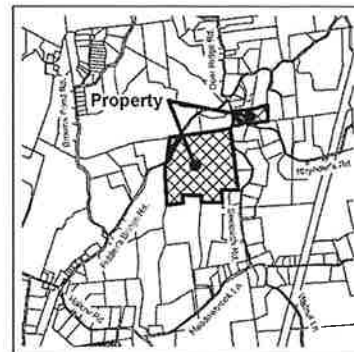
Primrose Hill Farm 105.947-Acre Property



Fiddlers Bridge Road
Town of Clinton, Dutchess County NY
105.947 Acres +/- (Per Survey)
June 4, 2025

0 250 500 Feet

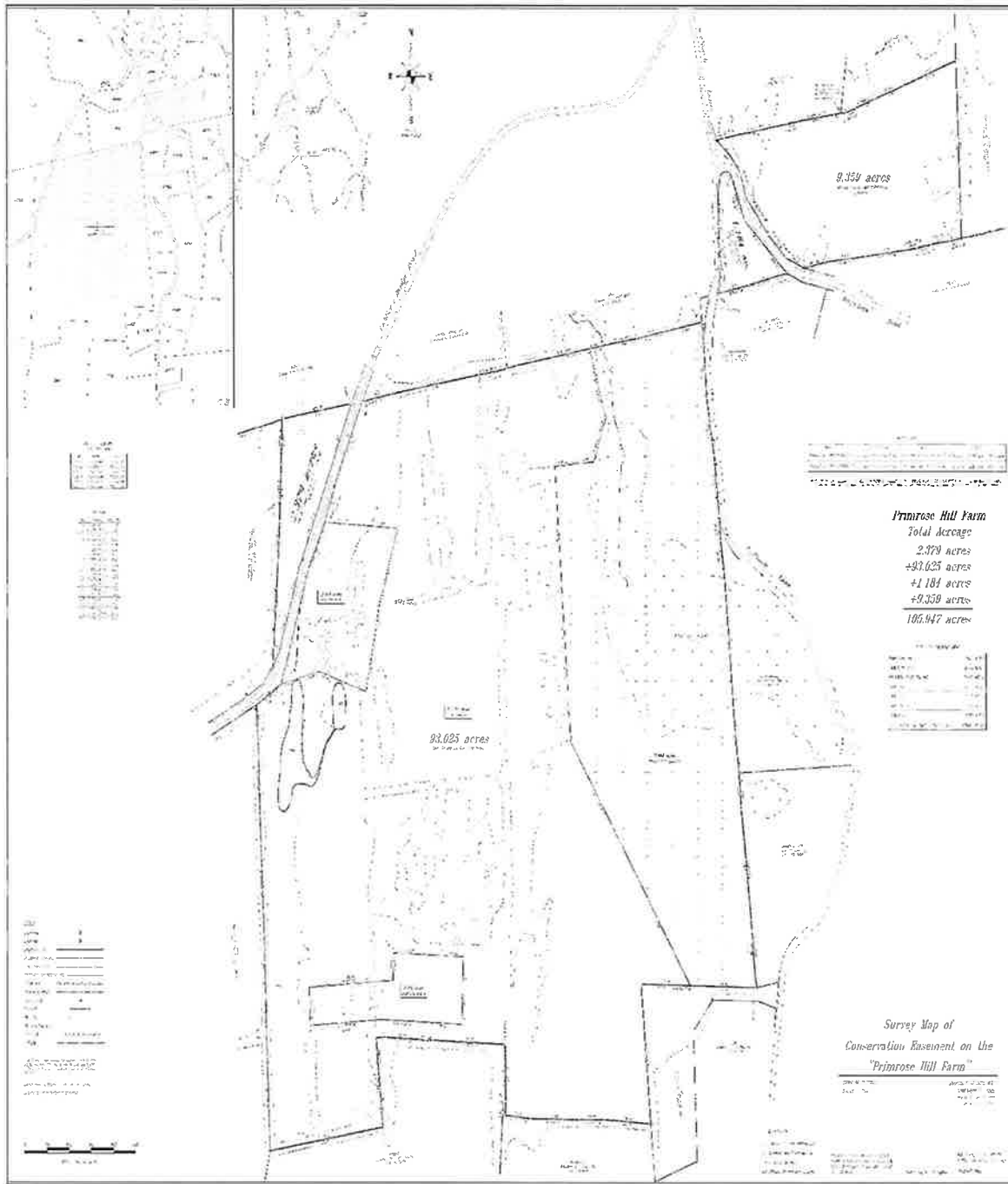
1 inch = 500 feet



Location Map

(Scale 1" = 4000 Feet)

EXHIBIT C
Survey Map



Grant Agreement

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between **PRIMROSE HILL FARM PARTNERS, LLC** (the "Owner") having a mailing address of 203 Fiddlers Bridge Road, Clinton, New York 12580; the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy"), and a mailing address of P.O. Box 138, Millbrook, New York, 12545.

WITNESSETH:

WHEREAS, the Owner is the sole owner in fee simple of real property, currently operating as Primrose Hill Farm, which consists of approximately 105.947 acres described in the deed attached hereto as "Exhibit A" and desires to sell and convey to the Conservancy a conservation easement reducing the development rights on the entire property (the "Property"), more fully described in "Exhibit B" attached hereto and incorporated by reference, located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York (Tax Grid Number 132400-6367-00-158739); and

WHEREAS, the Conservancy wishes to purchase such conservation easement, provided that funds therefore are available through the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program authorized by Contract C00788GG, and that needed matching funds are available through the Dutchess County Partnership for Manageable Growth Grant Program authorized by the County pursuant to Resolutions 2023134 and _____. Additional funds will be provided by the Conservancy as well as the Owner in the form of a bargain sale.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT.** The Owner agrees to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owner, one conservation easement (the "Conservation Easement") on the subject Property, currently operating as Primrose Hill Farm upon the terms and conditions hereinafter set forth. Among other terms under the Conservation Easement, the Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished as provided in the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B." The Exhibit B Conservation Easement has been approved by the Conservancy's Board of Directors.

2. **PAYMENT.** The development rights for the Property were appraised at One Million Ninety Thousand Dollars (\$1,090,000), or approximately \$10,288 per acre. The bargain sale purchase price for the Conservation Easement for these development rights shall be Nine-

Hundred Sixty-Seven Thousand Forty-Eight Dollars (\$967,048). The purchase price for the Conservation Easement shall be paid in full at closing, in accordance with paragraph "6" below and subject to the contingencies set forth in paragraph "7".

The County will contribute a total of Four Hundred Two Thousand Ninety-Nine Dollars (\$402,099) to the purchase price of the Conservation Easement which includes the cost of a preemptive purchase right, using funds from the County. The remaining portion of the purchase price shall be provided by the Conservancy using funds provided by New York State, and all transaction expenses including the survey, appraisal, title insurance, closing and administrative costs will be paid by the Conservancy using funds from the Conservancy and funds provided by New York State. The exact amount of costs other than the purchase price will be determined on, or before, the closing date. See Exhibit D "Financial Worksheet" for more detail. The Owner will donate the remaining value of the development rights of approximately \$123,000 as a bargain sale, and will be responsible for all of its own costs and fees in relation to this agreement, including the New York State Transfer Tax.

3. **SURVEY MAP.** The Property to be subject to the Conservation Easement is shown on a survey map completed by Kirk K. Horton, Licensed Land Surveyor, titled, "Conservation Easement on the Primrose Hill Farm" dated November 27, 2022 and last revised July 13, 2023, a photo reduction of which is shown in Exhibit B. The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owner, the County, the Conservancy, and Stewart Title Insurance Company. Cost of the surveys will be borne by the Conservancy.

4. **MONITORING.** The Conservancy, in its role as a land conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as holder of the Conservation Easement, will monitor and administer this Conservation Easement in furtherance of the shared farmland conservation goals of the County and the Conservancy. See Monitoring Agreement attached as "Exhibit C".

5. **APPRAISAL.** (a) The Real Property Appraisal Report prepared by Paul Herrington, ARA, dated May 18, 2023, valued the Conservation Easement One Million Ninety Thousand Dollars (\$1,090,000), or approximately \$10,288 per acre. This valuation was based on the surveyed acreage of 105.947 acres.

6. **CLOSING.** Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about October 27, 2025, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program, Dutchess County Partnership for Manageable Growth Grant Program, and the Conservancy, as referenced above.

7. **CONTINGENCIES.** This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the New York State Department of Agriculture and Markets, and the County. If the Conservation

Easement in Exhibit B is modified prior to closing, the modified Conservation Easement must also be approved by the Conservancy's Board of Directors.

(b) Receipt by the Conservancy of additional funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program grant, NYS Contract No. C00788GG (grant of \$615,299 to be used toward both the purchase price and the transaction costs); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed \$402,099 to be used toward the purchase price including the cost of a preemptive purchase right), and the funds of the Conservancy (an amount not to exceed \$5,000 to be used toward the transaction costs).

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the County, and the Conservancy, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets, the County, or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the New York State Department of Agriculture and Markets, the County, and the Conservancy.

8. **CANCELLATION.** If the contingencies set forth in Section 7 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owner and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by April 30, 2026, the Owner may cancel this Agreement upon written notice to the Conservancy at its address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

9. **OWNER'S REPRESENTATIONS.** The Owner represents (a) that it has, and will have at the closing, the power, and if applicable, corporate authorization to sell, transfer and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; (b) that the Owner is not aware of any actions or proceedings which affect the Owner's title to the Property; (c) that there are no uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property; (d) there are no actual impending mechanics liens against the Property; and (e) that the Owner has not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not

such condition constitutes a violation of law that would result in liability to the Owner, County or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owner shall immediately so advise the County and Conservancy in writing, except insofar as the Owner has advised the County and Conservancy to the contrary. Each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

10. **NO BROKERS COMMISSION**. Each of the parties represents that no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

11. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and the enforceability of the remaining provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

Linda D. Fakhoury, Assistant County Attorney
County Attorney's Office

By: _____
Susan J. Serino, County Executive

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

On this day of , 2025, before me, the undersigned, personally appeared **Susan J. Serino**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LANDOWNER
PRIMROSE HILL FARM PARTNERS, LLC

By: Robert A. Schoch

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
)

SS:

Notary Public

[illegible]

Notary Public

EXHIBIT "A" TO GRANT AGREEMENT
SOURCE DEEDS

EXHIBIT "B" TO GRANT AGREEMENT
CONSERVATION EASEMENT

EXHIBIT “C” TO GRANT AGREEMENT
MONITORING AGREEMENT

EXHIBIT "D" TO GRANT AGREEMENT
FINANCIAL WORKSHEET

Final Budget

EXHIBIT D to the Grant Agreement
Financial Worksheet

Landowner/Seller: Primrose Hill Farm Partners, LLC
Buyer of Conservation Easement: Dutchess Land Conservancy, Inc.
Property Name: Primrose Hill Farm
Cons. Easement Acreage: 105.947
Location: Fiddlers Bridge Rd. and Rhynders Rd.
 Town of Clinton, Dutchess County, New York

Parties to the Transaction

Dutchess County ("County")		\$402,099
Dutchess Land Conservancy ("DLC")*		\$620,299

**Funding provided by the DLC includes grant funds received from the
 NYS Dept. of Agriculture and Markets (C00788GG)*

Value of Purchased Development Rights: \$967,048
Transaction Expenses: \$55,350.00
Landowner Expenses: \$126,830.00
Total Project Budget: \$1,149,228

		Payment Timeline			
Expenses	Responsible Party	Amount (\$)	Prior to Closing	At Closing	After Closing
Conservation Easement Acquisition Expenses					
Purchase Price	County	\$402,099		X	
Purchase Price	DLC	\$564,949		X	
Purchase Price	Landowner Bargain Sale	\$122,952			X
Total Purchase of Dev. Rights:		\$1,090,000			
Due Diligence/Transactional Expenses					
Title Insurance and Recording Fees	DLC	\$6,350		X	
Survey	DLC	\$9,000	X		
Final Appraisal	DLC	\$3,000	X		
DLC Legal Fees	DLC	\$6,000			X
Total Due Diligence/Transaction:		\$24,350.00			
Stewardship Expenses					
Baseline Documentation Report	DLC	\$3,000			X
Stewardship Fee	DLC	\$10,000			X
Total for Stewardship:		\$13,000			
DLC Staff Expenses					
DLC Staff costs	DLC	\$18,000			X
Landowner					
NYS Transfer Tax	Landowner	\$3,878		X	

TOTAL PROJECT BUDGET: \$1,149,228.00

Monitoring Agreement

MONITORING AGREEMENT

THIS AGREEMENT, made this day of , 2025, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “County”), and **DUTCHESS LAND CONSERVANCY, INC.**, with offices at 4289 Route 82, Millbrook, New York 12545 (hereinafter referred to as the “Conservancy”).

WITNESSETH:

WHEREAS, the Conservancy has secured funding, which will result in the acquisition by the Conservancy of a Conservation Easement of approximately 105.947 acres of property owned by **Primrose Hill Farm Partners, LLC**, operating as Primrose Hill Farm, located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane, in the Town of Clinton, Dutchess County, New York (the “Property”), and

WHEREAS, the Conservancy has secured funds for this acquisition through the New York State Department of Agriculture and Markets and the County will provide a matching share through the Dutchess County Partnership for Manageable Growth Program.

WHEREAS, the Conservancy will hold the Conservation Easement on the Property, assuming such rights, obligations, and responsibilities as set forth therein, and the County will have third party enforcement rights pursuant to the terms of the Conservation Easement, and

WHEREAS, the Conservancy, in its role as a land conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as holder of the Conservation Easement, will monitor and administer this Conservation Easement in furtherance of the shared farmland conservation goals of the County and the Conservancy, and

WHEREAS, this Agreement further defines the rights, obligations and responsibilities associated with monitoring and administering the Conservation Easement,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. SCOPE OF SERVICES. The Conservancy is primarily responsible for enforcement of the Conservation Easement and for monitoring the Property in a systematic manner to ensure compliance with the terms of the Conservation Easement, as further set forth in the Conservation Easement, attached hereto and incorporated herein as “Exhibit A.” The Conservancy shall provide, following the Standards and Practices established by the Land Trust Alliance, and, in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services as set forth on “Exhibit B” annexed hereto and made a part of this Agreement.

If any term of the Scope of Services (Exhibit B) contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the conveyance of a Conservation Easement of approximately 105.947 acres owned by Primrose Hill Farm, LLC, on the Property (Dutchess County Tax Map Number 132400-6367-00-158739) to the Conservancy and shall remain in effect as long as the Conservancy holds the Conservation Easement.

3. **PAYMENT.** The Conservancy has undertaken its responsibilities hereunder because the Conservation Easement to be acquired protects the agricultural values and natural resources of the Property and promotes the use of sound agricultural practices, which will further the Conservancy's charitable purposes of preserving the natural, ecological, cultural and scenic values of Dutchess County. In recognition of the costs the Conservancy may incur in monitoring compliance with the Conservation Easement, the Conservancy has secured, at no cost to the County, a stewardship fee of \$10,000.00 to defray the costs of monitoring and administering the above referenced Conservation Easement.

4. **INDEPENDENT CONTRACTOR STATUS.** The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, no federal, state or local income tax or payroll tax of any kind shall be withheld or paid by the County on behalf of the Conservancy or its employees; that the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Conservancy shall have no workers' compensation or disability coverage through the County for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. **INDEMNIFICATION BY THE CONSERVANCY.** The Conservancy shall hold the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. **INDEMNIFICATION BY THE COUNTY.** The County shall hold the Conservancy harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

7. **INSURANCE REQUIREMENTS.** At all times during the term of this Agreement, the Conservancy shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York.
- (b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as an additional named insured.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Conservancy to replace any cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Conservancy to take out or maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County or its officers or employees shall be excess and not contributory insurance to that provided by the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

9. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for Conservancy business. The Conservancy will ensure that all of its employees and any others discharging responsibilities pursuant to this Agreement, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

10. QUALIFICATIONS OF CONSERVANCY. The Conservancy represents it is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, 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 the Conservancy covenants that it will take all actions necessary to maintain such status at all times during the term of this agreement.

The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

The Conservancy shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report and the monitoring records shall be permanently maintained in an Archival Storage Facility. All correspondence pertaining to the Conservation Easement shall be maintained in perpetuity. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County requires otherwise. In such event, the County shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, the Conservancy agrees to transfer all records associated with this Agreement and the Conservation Easement to the County or to such private non-governmental organization or public agency, which has agreed to assume the responsibility of holding the Conservation Easement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy and its right, title or interest therein may not be assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

14. NO FINANCIAL OBLIGATION FOR COUNTY. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation for the County to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

If to the County: any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Attn: Linda Fakhoury, Assistant County Attorney

Dutchess County Commissioner of Planning and Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, New York 12601
Attn: Eoin Wrafter, Commissioner

If to the Conservancy: any notices necessary or convenient hereunder shall be directed in writing to the President, or her successor at her official address, which at present is:

Dutchess Land Conservancy, Inc.
PO Box 138

Millbrook, New York 12545
Attn: Rebecca E. C. Thornton, President

16. NON-WAIVER. Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue."

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Conservancy must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known addresses shall be sufficient. The Conservancy will have thirty (30) calendar days after service is complete in which to respond.

21. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

24. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

Linda D. Fakhoury
County Attorney's Office

By: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

ACCEPTED: Dutchess Land Conservancy, Inc

Eoin Wrafter
Commissioner of Planning & Development

By: _____
Rebecca E. C. Thornton, President

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

On this day of , 2025, before me, the undersigned, personally appeared **Susan J. Serino**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this day of , 2025, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**EXHIBIT A TO THE MONITORING AGREEMENT
CONSERVATION EASEMENT**

EXHIBIT B TO THE MONITORING AGREEMENT SCOPE OF SERVICES

The parties recognize that this Scope of Service outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

- ☐ In-person site visit and/or fly over property by aerial over flight by Conservancy staff to ensure compliance with the Conservation Easement.

B. Minimum Frequency for Monitoring Visits

- ☐ Aerial monitoring to occur annually, typically in the late fall to early spring when the foliage is off vegetation. Ground monitoring of the property to occur approximately once every three years. Monitoring during hunting season will be avoided.

C. Procedure

- ☐ Verify property ownership before monitoring to detect any changes.
- ☐ Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the visit.
- ☐ Review baseline file including:
 - (1) Conservation Easement or Conservation Easement Summary
 - (2) Baseline documentation maps and photographs
 - (3) Existing Conditions Report
 - (4) Previous monitoring records

D. Ground Monitoring

- ☐ Visit property, bringing:
 - (1) Copy of Conservation Easement
 - (2) Camera
 - (3) Tablet/GPS Device with property details and other features loaded.
 - (4) Maps showing boundaries and other property features
 - (5) Compass, measuring tape, and fluorescent flagging
 - (6) Copy of report and materials from most recent ground monitoring visit
 - (7) Copy of the property's structure inventory and structure photos
 - (8) Copies of relevant correspondences
- ☐ Meet with landowner (upon request), review easement terms, answer any questions
- ☐ Inspect property:
 - (1) Find and walk boundaries
 - (2) Check trouble spots identified by prior visits, aerial imagery or correspondence
 - (3) Note and photograph any significant changes to the property, natural or manmade
 - (4) Photograph structures and take measurements when needed
 - (5) Write report using GPS data, photographs and observations made in the field
 - (6) Identify problems that merit follow-up from the Conservancy

E. Aerial Monitoring

- ☐ Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the property from the air
- ☐ Prepare flight plan

- (1) Easement summary
- (2) Camera, back up camera
- (3) Maps showing boundaries and other property features
- (4) Notebook, pens/pencils
- Note any changes/questionable areas and take photographs
- Follow up questionable areas with on-the-ground inspection

F. Post-Inspection Record Keeping

- Fill out inspection form, sign and date it
- Label and file photographs as an addendum to the baseline files
- Send landowner letter summarizing findings
- Send County letter summarizing findings
- Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep one copy in the office for reference.

G. Landowner Relationships

- Landowner Contact – a good working relationship with the landowner is fundamental to a successful stewardship program
 - (1) Build a spirit of cooperation, beginning before easements are signed
 - (2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect
 - (3) Personally contact a new landowner any time land changes hands, even within the same family
 - (4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
 - (5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

- In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County in writing within 48 hours or two business days of the discovery.
- The Conservancy, as lead monitor, will then notify the landowner about the violation.
- The Conservancy will try to resolve the problem through negotiation:
 - (1) Establish plan for restoration and set a deadline for compliance
 - (2) Follow up all contacts in writing, via certified mail
 - (3) Inspect restoration work and document compliance
- Consult County Attorney's office if violation activity continues or if landowner refuses to cooperate with restoration plan.

Title Report

SMPR TITLE AGENCY, INC.

Albany/Troy
50 Chapel St, Albany, NY 12207

Hudson/Poughkeepsie
One Hudson City Centre, Hudson, NY 12534

Saratoga/Schenectady
517 Broadway, Suite 204
Saratoga Springs, NY 12866

Ph 518-434-0127 / Fax 518-434-9997

Ph 518-828-4351 / Fax 518-828-7494

Ph 518-885-8700 / Fax 518-884-2564

e-mail - info@smprtitle.com — website - www.smprtitle.com

APPLICANT

Title Number M-082681

Nate Nardi-Cyrus

Dutchess Land Conservancy

Phone: (845)-677-3002

Fax:

Email: naten@dutchessland.org

Reference: Dutchess Land Conservancy, Inc. from Primrose Hill Farm Partners, LLC

REPORTS HAVE BEEN SENT TO

PROPERTY INFORMATION

203 Fiddlers Bridge Road, Clinton, NY

County: Dutchess Town: Clinton

Tax ID Sec. 6367 Block 00 Lot 158739

PARTIES

Owner(s): Primrose Hill Farm Partners, LLC

Buyer(s): Dutchess Land Conservancy, Inc. and Dutchess County

SERVICES

Mortgage Lending and Building Violation Report, Certificate of Occupancy

TITLE POLICIES

Owners Policy: \$961,000.00

Easement

Fee Premium: \$3,513.00

Underwriter: Stewart Title Insurance Company

SMPR TITLE AGENCY, INC.

COMMERCIAL OWNER / SELLER AFFIDAVIT

Title Report issued by SMPR Title Agency, Inc., as agent

Insurer: Stewart Title Insurance Company
SMPR Order No: M-082681
Owner: Primrose Hill Farm Partners, LLC
Purchaser: Dutchess Land Conservancy, Inc. and Dutchess County
Lender: N/A
Property: 203 Fiddlers Bridge Road, Town of Clinton, Dutchess County , NY

State of New York }
County of } ss.

_____ the undersigned (the "Deponent"), being duly sworn, deposes and says:

1. The Deponent is the _____ of the Owner of the Property described in the Title Report and as such is fully familiar with the facts and circumstances set forth herein.
2. The Owner has owned and occupied the Property, peaceably and undisturbed since _____. To my knowledge, title to the Property has never been questioned or disputed, nor insurance thereof refused. I know of no reason any other person might claim any right, title or interest in or to any portion of the Property.
3. There are no taxes, assessments, water charges or sewer rents against the Property now due and owing. Except as set forth in the Title Report, there are no unsatisfied judgments, liens, federal tax liens, state tax warrants, mechanics liens or mortgages filed against the Owner or the Property anywhere. The Owner has never been the subject of a bankruptcy proceeding.
4. There are no tenants, lessees or other persons in possession of any portion of the Property except: _____ (If Applicable). Such tenants are month-to-month or pursuant to written leases, as tenants only, unconditionally subordinated to all existing and future mortgages, for terms not in excess of _____ months without rights to renew. No lease or separate agreement contains an option to purchase or rights of first refusal.
5. Other than as set forth in the Title Report, the Owner has allowed no one to encroach on the Property, to have any easements therein, or to use any portion thereof for any purpose. There are no rights of way or common driveways running along or through the Property. The Owner has not encroached on any adjoining premises. I have no knowledge of any breach or violation of any covenants, restrictions or agreements affecting the Property.
6. (If applicable) A survey dated _____ made by _____ shows the Property as it exists today. There have been no changes to the Property that are not shown on the survey.
7. There have been no changes a) in the membership of the Owner partnership / limited liability company, or b) to its operating agreement since its formation. The person(s) executing the closing instruments are authorized to bind the Owner limited liability company.
8. If the Title Insurance Company is forwarding payment to the holder of an existing mortgage in satisfaction of the Owner's indebtedness, the Owner will pay any additional sums which may be required by such holder to obtain and record a discharge of such mortgage. The Title Insurance Company is appointed the Owner's agent for the purpose of taking any actions necessary to obtain such discharge.
9. The Owner is about to grant a Conservation Easement on the Property. There are no facts known to me relating to the title to the Property which have not been set forth in this affidavit. The Deponent makes this affidavit to induce the Title Insurance Company to insure the title free and clear of the aforesaid, knowing they are relying hereon.

Sworn to before me this _____
day of _____, _____

the Deponent

print name

Notary Public

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

CERTIFICATE FOR TITLE INSURANCE

Stewart Title Insurance Company ("the Company") certifies to the proposed insured named in Schedule A that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy and (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This agreement to insure shall terminate (1) if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

CONDITIONS AND STIPULATIONS

1. This Certificate shall be null and void:

A. if the fees therefore are not paid;

B. if the prospective insured, their attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;

C. when the policy shall issue provided that the failure to issue such policy is not the fault of the Company;

D. until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.

2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.

3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

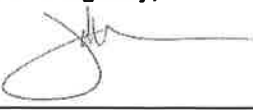
This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instrument for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!
PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE
TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND
ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

IN WITNESS WHEREOF, Stewart Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Stewart Title Insurance Company

By: SMPR Title Agency, Inc.



Its Authorized Officer or Agent

Direct questions to: James Monahan

SMPR Order No.: M-082681

Stewart Title Insurance Company - SMPR Title Agency, Inc. Date: March 6, 2025

Stewart Title Insurance Company
Issued by
SMPR TITLE AGENCY, INC.

SCHEDULE A

1. Effective Date: 2/19/2025
Redated:

2. Policy or Policies to be issued:
(a) ALTA Owners Policy – 2021

**Proposed Insured: Dutchess Land Conservancy, Inc. and
Dutchess County \$961,000.00**

(b) ALTA Loan Policy – 2006
Proposed Insured:

The following endorsements are a part of this policy:
Standard New York Endorsement

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is at the effective date hereof vested in:

Primrose Hill Farm Partners, LLC, a New York limited liability company acquired title by deed from Viola P. Schoch dated 10/9/1986 recorded in the Dutchess County Clerk's Office 11/6/1996 in Liber 1986 pag 260, which deed also conveys additional premises.

4. The land referred to in this Commitment is described as follows:

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:

Address: 203 Fiddlers Bridge Road, Town of Clinton, County of Dutchess, NY
Section 6367 Block 00 Lot 158739

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE A DESCRIPTION

ALL those certain pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Clinton, County of Dutchess, and State of New York, which are shown on a map entitled "Survey Map of Conservation Easement on the Primrose Hill Farm" recorded at the office of the Dutchess County Clerk on _____, 2023 as Filed Map No. _____, and which are bounded and described according to said map as follows:

West Farm Parcel

Beginning at the northeast corner of the herein described parcel at a point in the westerly user boundary of Fiddler's Bridge Road located at New York State Plane East Zone coordinates of 1,103,415.494 feet North by 668,406.547 feet East;

Thence along said Fiddler's Bridge Road,
South 26°58'42" West for 522.51 feet,
South 21°08'06" West for 252.10 feet, and
South 34°05'37" West for 55.28 feet;

Thence along the lands now or formerly of Conroad Associates, LP, described by deed recorded as Document No. 2-2019-1758,

North 4°42'48" East for 72.78 feet to an angle in a stone wall, and along said wall,
North 4°42'48" East for 227.24 feet,
North 3°53'15" East for 114.42 feet,
North 2°50'45" East for 162.49 feet, and
North 1°45'45" East for 125.90 feet to an iron rod found in a stone wall intersection;

Thence along lands now or formerly of Auspitz, described by deed recorded as Document No. 2-2018-663, following the stone wall,

North 67°45'55" East for 8.82 feet, and
North 82°12'21" East for 309.27 feet to the point or place of beginning;

FOR INFORMATION ONLY, NOT INSURED: Containing 2.379 acres.

East Farm Parcel

Beginning at the corner of a stone wall marking the northeast corner of the herein described parcel located at New York State Plane East Zone coordinates of 1,103,647.375 feet North by 669,992.153 feet East;

Thence along lands now or formerly of Schimmelpfennig, described by deed recorded in Liber 1937 of Deeds at page 208, following a stone wall,

South 7°00'15" East for 70.64 feet to the end of said wall;

Thence along the westerly user boundary of Seelbach Lane,

South 4°13'57" East for 138.53 feet,
South 11°04'32" East for 170.80 feet to the north end of a stone wall, and along the same,
South 7°52'46" East for 174.14 feet to a point in said wall;

Thence along the aforementioned lands of Schimmelpfennig, following said wall,

South 4°54'36" East for 71.48 feet,
South 10°02'21" East for 86.58 feet to the south end of said wall, across a wetland,
South 5°57'11" East for 420.33 feet to the north end of a stone wall, and along the same,
South 7°42'21" East for 108.34 feet, and
South 9°09'26" East for 49.58 feet to a point in said wall;

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

Thence along lands now or formerly of Mulvey & Yusun, described by deed recorded in Liber 1696 of Deeds at page 859, following said wall,

South 5°23'06" East for 105.09 feet,

South 7°57'21" East for 326.97 feet,

South 5°55'46" East for 142.50 feet to the south end of said wall, and

South 12°15'11" East for 41.39 feet to an iron rod found;

Thence along lands now or formerly of Lim, described by deed recorded as Document No. 2-2019-385,

North 88°53'08" West for 523.70 feet to a point at the west end of a stone wall, and

South 6°15'08" East for 400.39 feet to a point in a stone wall;

Thence along lands now or formerly of Seelbach LLC, described by deed recorded as Document No. 2-2002-6948, following said stone wall,

North 86°41'44" West for 208.55 feet,

North 89°58'58" West for 118.81 feet,

North 89°21'50" West for 213.54 feet, and

North 85°18'00" West for 116.89 feet to an intersection of walls;

Thence along lands now or formerly of Bowers, described by deed recorded as Document No. 2-2001-10836, following said stone wall,

North 3°22'02" East for 38.45 feet,

North 0°46'39" West for 162.79 feet to an intersection of walls, and continuing along same,

North 87°52'34" West for 323.72 feet,

South 87°30'49" West for 35.00 feet,

North 82°26'37" West for 26.69 feet,

North 87°42'17" West for 154.38 feet,

South 88°43'59" West for 42.53 feet to an intersection of walls, and continuing along same,

South 6°40'31" East for 112.44 feet,

South 8°40'37" East for 41.82 feet,

South 5°59'19" East for 102.17 feet to an iron rod found at an intersection of walls, and continuing along a stone wall,

South 82°26'40" West for 514.92 feet to an iron rod found in a wall corner;

Thence along lands now or formerly of D'Amico, described by deed recorded as Document No. 2-2001-8432, following a stone wall,

North 2°46'49" West for 327.64 feet to an intersection of walls, and continuing along same,

North 2°02'35" West for 247.20 feet,

North 3°00'47" West for 379.01 feet,

North 2°07'11" West for 231.71 feet, and

North 4°18'16" West for 84.51 feet to an iron rod found in an intersection of walls;

Thence along the easterly user boundary of Fiddler's Bridge Road, following a stone wall,

North 62°11'56" East for 126.67 feet to a point, leaving said wall and still along said road,

North 20°43'49" East for 346.80 feet to the south end of a stone wall,

North 29°26'09" East for 112.58 feet to the north end of said wall,

North 25°17'41" East for 183.82 feet, and

North 27°47'59" East for 240.51 feet;

Thence along lands now or formerly of Fiddler's Bridge, LLC, described by deed recorded as Document No. 2-2022-50564, following a stone wall,

North 80°29'26" East for 131.94 feet,

North 82°07'21" East for 401.82 feet to an intersection of walls, and continuing along same,

North 82°47'46" East for 77.52 feet and

North 80°03'53" East for 49.44 feet;

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Thence along lands now or formerly of Whist, described by deed recorded as Document No. 2-2009-4650, following a stone wall,

North 78°57'26" East for 45.81 feet,

North 81°58'08" East for 156.01 feet to the east end of the wall, across a wetland and stream,

North 81°30'22" East for 258.96 feet to the west end of stone wall remains,

North 83°06'05" East for 131.69 feet to a point at or near the south side of a rebuilt stone wall, and generally along said rebuilt wall in a straight line,

North 81°01'05" East for 300.05 feet to the point or place of beginning;

FOR INFORMATION ONLY, NOT INSURED: Containing 93.025 acres.

West Woodlot Parcel

Beginning at an iron rod found marking the southwest corner of the herein described parcel at a point in the easterly user boundary of Seelbach Lane located at New York State Plane East Zone coordinates of 1,103,728.491 feet North by 670,064.189 feet East;

Thence along said Seelbach Lane,

North 9°10'17" East for 80.64 feet,

North 7°00'25" West for 70.38 feet to the south end of a stone wall, and along same,

North 0°57'30" West for 145.39 feet,

North 12°44'59" East for 37.62 feet;

Thence along the southwesterly user boundary of Rhynders Road, following said wall in part,

North 47°54'55" East for 16.19 feet,

North 71°07'30" East for 13.91 feet,

South 75°46'33" East for 17.24 feet,

South 37°36'10" East for 22.95 feet,

South 25°03'21" East for 128.79 feet, and

South 51°41'05" East for 242.52 feet to an iron rod found;

Thence along lands now or formerly of McCormack, described by deed recorded as Document No. 2-2018-5583,

South 79°59'45" West for 70.73 feet to the east end of a stone wall, along said wall,

South 78°18'23" West for 102.54 feet to the west end of said wall, and

South 80°10'57" West for 142.87 feet to the point or place of beginning;

FOR INFORMATION ONLY, NOT INSURED: Containing 1.184 acres.

East Woodlot Parcel

Beginning at an iron rod found marking the northwest corner of the herein described parcel at the intersection of the easterly user boundary of Seelbach Lane with the northeasterly user boundary of Rhynders Road located at New York State Plane East Zone coordinates of 1,104,163.545 feet North by 670,060.547 feet East;

Thence along lands now or formerly of Maccarriello, described by deed recorded in Liber 1311 of Deeds at page 363, along a stone wall,

North 79°20'50" East for 32.26 feet to the east end of said wall, across a wetland,

North 82°06'47" East for 287.46 feet to the west end of a stone wall, and along same,

North 81°18'53" East for 50.69 feet,

North 83°04'32" East for 162.28 feet, and

North 85°23'55" East for 32.17 feet to a point in said wall, from which an iron rod found bears North 12°57'23" East and 2.95 feet distant;

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Thence along lands now or formerly of Bertolozzi, described by deed recorded as Document No. 2-2019-2801, along said wall,

North 85°00'02" East for 23.01 feet to the east end of said wall,

North 72°27'49" East for 44.92 feet to the west end of a stone wall, and along the same,

North 73°25'33" East for 91.07 feet to the east end of said wall,

North 73°41'04" East for 133.70 feet to the west end of a stone wall, and along same,

North 73°08'21" East for 247.34 feet to a point in said wall;

Thence along lands now or formerly of Naor, described by deed recorded as Document No. 2-2020-52431,

South 2°45'34" East for 504.05 feet to an iron rod found at the west end of a stone wall;

Thence along lands now or formerly of Hollitz, described by deed recorded as Document No. 2-2021-52608,

South 80°41'14" West for 55.01 feet to the east end of a stone wall, and along same,

South 84°22'18" West for 83.37 feet,

South 79°46'30" West for 63.27 feet,

South 83°23'12" West for 42.47 feet to the west end of said wall,

South 84°21'25" West for 193.33 feet,

South 84°58'23" West for 178.31 feet to the west end of a short section of stone wall, and

South 79°34'32" West for 98.68 feet;

Thence along the northeasterly user boundary of the aforementioned Rhynders Road,

North 70°28'12" West for 88.46 feet,

North 50°22'37" West for 103.88 feet,

North 43°16'54" West for 147.90 feet,

North 19°51'19" West for 68.42 feet,

North 39°46'13" West for 54.48 feet, and

North 52°48'58" West for 88.37 feet to the point or place of beginning;

FOR INFORMATION ONLY, NOT INSURED: Containing 9.359 acres.

The basis of coordinates, bearings, and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinate System for the New York East Zone.

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SCHEDULE B – REQUIREMENTS

I. IDENTITY OF PARTIES.

Photo identification must be presented at closing for all parties (sellers, purchasers, borrowers) to the transaction to be insured herein.

II. SECTION 13 OF LIEN LAW

Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.

III. ASSIGNMENT OF MORTGAGE OR OTHER LIENS

When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.

IV. MATTERS AFTER EFFECTIVE DATE OF CERTIFICATE

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.

V. CONTRACT

If this certificate requires a conveyance of the fee estate and the contract has not been submitted to the Company, it should be furnished for consideration prior to closing.

VI. PROOF OF NO OTHER NAME

Proof is required to show that the persons certified as owners herein have not been known by any other name in the 10 years last past. If they have been known by another name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.

VII. PERSONAL PROPERTY

Title to any personal property, whether the same be attached to or used in connection with the premises. (The policy to be issued will contain an exception as to this item without change or modification).

VIII. MARKET VALUE ENDORSEMENT – APPLIES TO RESIDENTIAL OWNERS POLICY ONLY

Section 6409(c) of the Insurance Law requires that title companies offer, at or prior to closing, an optional endorsement to cover the owner-occupant of real property used predominantly for residential purposes and consisting of not more than four dwelling units, for loss in excess of the purchase price (policy stated amount of liability) and up to the future market value of the property. If you do not wish this additional optional coverage, you must waive the same by signing below.

Purchaser

Purchaser

Stewart Title Insurance Company

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SCHEDULE B – SECTION 1 MATTERS TO BE DISPOSED OF:

Fee P Loan P The following are the requirements to be complied with:

1. Owner/Sellers Affidavit must be completed and submitted to this Company.
2. Mortgage set forth in Mortgage Schedule herein to be satisfied, released or subordinated to the Conservation Easement interest to be insured hereunder.

This report does not purport to show the provisions of the Mortgage(s) shown herein or the effect of unrecorded agreements, if any, in modification thereof or balances due. Consent by the mortgagee to the sale of the premises may be required. Inquiry should be made from mortgagee respecting the status of the mortgage and all of the aforesaid.
3. The Mortgage in Mortgage Schedule herein is to be satisfied, the mortgage is held of record by private lenders. The original mortgage, note or bond and original properly executed and acknowledged Satisfaction(s) must be delivered at or prior to closing. Company will not accept a payoff letter or a verbal representation of payment or amount due.
4. FOR INFORMATION ONLY: Uncertified checks over \$500.00 will not be accepted unless approved by the Company. No third party or seller's checks will be accepted in any amount.
5. **REVISED 3/6/2025-JMM:** Searches for Judgments and Federal Tax Liens have been made in the indexes on file in the County Clerk's office in which the property is located against the following:

Names: Primrose Hill Farm Partners, LLC
Dutchess Land Conservancy, Inc.
Dutchess County

Returns: None:

Note: Judgment vs. Primrose Hill Farm Partners, LLC in prior versions of title report has expired - JMM
6. **REVISED 3/6/2025-JMM:** Primrose Hill Farm Partners, LLC, a New York limited liability company, was formed on 10/31/1996. ~~Copies of the Articles of Organization, Operating Agreement, any and all amendments thereto and a Certificate of Good Standing by Secretary of State to be supplied to this Company.~~ Proof to be supplied that the transaction to be insured has been authorized in accordance with the Operating Agreement.
Stricken Items have been provided.
7. Agreement made between Primrose Hill Partners, LLC, Donald R. Schoch. Richard H. Schoch and Robert A. Schoch dated 12/24/2012 and recorded 1/8/2013 in Document No. 02-2013-128 to be disposed of to the satisfaction of the company.

Proposed disposition: a) provide at closing a termination of the agreement for recording or b) provide at closing a release and consent to the Conservation Easement Interest to be insured for recording.

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**SCHEDULE B – SECTION 1
MATTERS TO BE DISPOSED OF:**

Fee P Loan P The following are the requirements to be complied with:

8. **OMITTED 3/6/2025-JMM:** ~~Tax Lot does not conform to record description which is the remaining parcel of 96.358 acres set forth in the deed to the certified owner after the conveyance of the 10.042 acres parcel in the deed to another party. No title will be insured in and to any lands not forming a part of the 96.358 acres set forth in the deed to the certified owner.~~
9. Interest to be insured hereunder is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

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SCHEDULE B – SECTION 2

EXCEPTIONS:

The policy or policies to be issued will contain exceptions to the following
(unless the same are disposed of to the satisfaction of this Company):

Fee P Loan P

1. Rights of tenants or persons in possession, if any.
2. Water and Sewer Rents, if any. Municipal department charges, if any, not returned to county tax enforcing officer for collection.
3. **OMITTED 3/20/2023-JMM:** Subject to any state of facts that an accurate survey would show.
4. **OMITTED 3/20/2023-JMM:** Exact location, courses and distances of the premises described in Schedule "A" cannot be guaranteed without an accurate survey.
5. **OMITTED 3/20/2023-JMM:** Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.
6. No title is insured to any land lying in the bed of any public street, avenue, road or highway abutting, adjoining, passing through or crossing the premises herein.
7. **REVISED 3/20/2023-JMM:** Policy excepts riparian rights and easements of others in, to and over streams and swamp areas, but Policy does not insure any riparian rights or easements in favor of the owner of the premises herein.
8. **ADDED 3/20/2023-JMM:** Survey dated 11/27/2022, revised 12/12/2022 made by Kirk K. Horton shows the following exceptions to coverage:
 - (a) Utility lines with poles shown on and crossing premises.
 - (b) For Information Only: NYS DEC Wetland shown on premises.

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-PRIVATE MORTGAGES SMPR TITLE AGENCY, INC., ("SMPR") requires that all payoffs be handled through SMPR's Mortgage Payoff & Discharge Service in order for SMPR to issue title insurance.

REQUIREMENTS UNDER SMPR MORTGAGE PAYOFF & DISCHARGE SERVICE

1. The payoff letter must be provided to SMPR **5 days prior** to closing;
2. The payoff check must include **5 additional days of interest**, plus weekends and holidays;
3. The payoff check must be in compliance with the payoff letter; and
4. The payoff amount must be verified by the SMPR closer or employee **at or prior to closing**;
5. The Discharge recording fee must be made payable to SMPR, not to the County Clerk, if the recording fee is not included in the payoff amount.

MORTGAGE SCHEDULE

ONE-PRIVATE MORTGAGE

Mortgage in the amount of \$995,000.00 given by Primrose Hill Farm Partners, LLC to Viola P. Schoch, Donald R. Schoch and Richard H Schoch whose interests are as provided in the note dated 12/24/2012 recorded on 1/8/2013 in the Office of the County Clerk, Dutchess County, New York in Document No. 01-2013-301.

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TAXES, ASSESSMENTS, WATER RATES, AND SEWER CHARGES WHICH ARE LIENS ON REAL PROPERTY

ASSESSED VALUATION: Land \$886,900
Total \$1,348,000

SCHOOL DISTRICT: Hyde Park CSD

EXEMPTION: AG IN DIST

CODE: 41720

AMOUNT: \$398,204 (C/T/S)

EXEMPTION: FOREST LAND

CODE: 47460

AMOUNT: \$294,760 (C/T/S)

ASSESSED TO: Primrose Hill Farm Partners LLC; Richard Schoch

ASSESSED AS: 203 Fiddlers Bridge Road

PROPERTY CODE & TYPE: 240 – Rural Residence

ACRES OR DIMENSIONS: 108.70 Acres

COUNTY OF: Dutchess

MUNICIPALITY: Town of Clinton

SWIS CODE: 132400

SBL OR GRID NO.: Section 6367 Block 00 Lot 158739-0000

RETURNS

(Some of the items returned hereon may have been paid but payment not officially posted. Receipts for such items should be produced at closing.)

UPDATED 2/28/2025 (KMA)

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)

Full Tax \$11,348.57 (includes Exemption Savings of \$12,005.68) **PAID 10/15/2024**

*School Tax Bill Attached.

2025 General Tax (Period 1/1-12/31, Due 1/1)

Full Tax \$3,899.00 (includes Exemption Savings of \$2,786.70) **PAID 2/26/2025**

*Property Tax Bill Attached.

TAX SEARCH

Our policy does not insure against taxes, water rates, assessments, and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of the streets on which the premises to be insured abut.

Tax Search – Page 1 of 1

SMPR Order No.: M-082681

Stewart Title Insurance Company - SMPR Title Agency, Inc. Date: March 6, 2025

**TAX & OTHER
SEARCHES**

Collection: School 2024

Fiscal Year Start: 7/1/2024

Fiscal Year End: 6/30/2025

Warrant Date: 8/8/2024

Total Tax Due (minus penalties & interest) \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
10/21/2024	10/15/2024	\$11,348.57	\$11,348.57	\$0.00	\$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
000761	132400	6367-00-158739-0000	Payment Posted
Address	Municipality	School	
203 Fiddlers Bridge Rd	Hyde Park CSD	HYDE PARK	

Owners

Primrose Hill Farm
Partners Llc
Richard Schoch
32 Sunset Circle
Lititz, PA 17543

Property Information

Roll Section: 1
Property Class: Rural res
Lot Size: 108.70

Assessment Information

Full Market Value: 1348000.00
Total Assessed Value: 1348000.00
Uniform %: 100.00

Exemption	Amount
AG In Dist	398204.00
FOREST LAN	294760.00

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
School Taxes	70786506	3.7000	655036.000	17.32511100	\$11,348.57

Total Taxes: \$11,348.57

Mail Payments To:

Donna Kuklis, Tax Collector

PO Box 2033, Hyde Park, NY 12538 ~ hpcsdsschooltax@hpcsd.org

Collection: **Town & County 2025****Fiscal Year Start:** 1/1/2025**Fiscal Year End:** 12/31/2025**Warrant Date:** 12/18/2024**Total Tax Due (minus penalties & interest)** \$0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
2/26/2025	2/26/2025	\$3,899.00	\$3,899.00	\$0.00	\$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
001689	132400	6367-00-158739-0000	Payment Posted
Address	Municipality	School	
203 Fiddlers Bridge Rd	Town of Clinton	Hyde Park CSD	

Owners

Primrose Hill Farm
Partners Llc
Richard Schoch
32 Sunset Circle
Lititz, PA 17543

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AG In Dist	398204.00

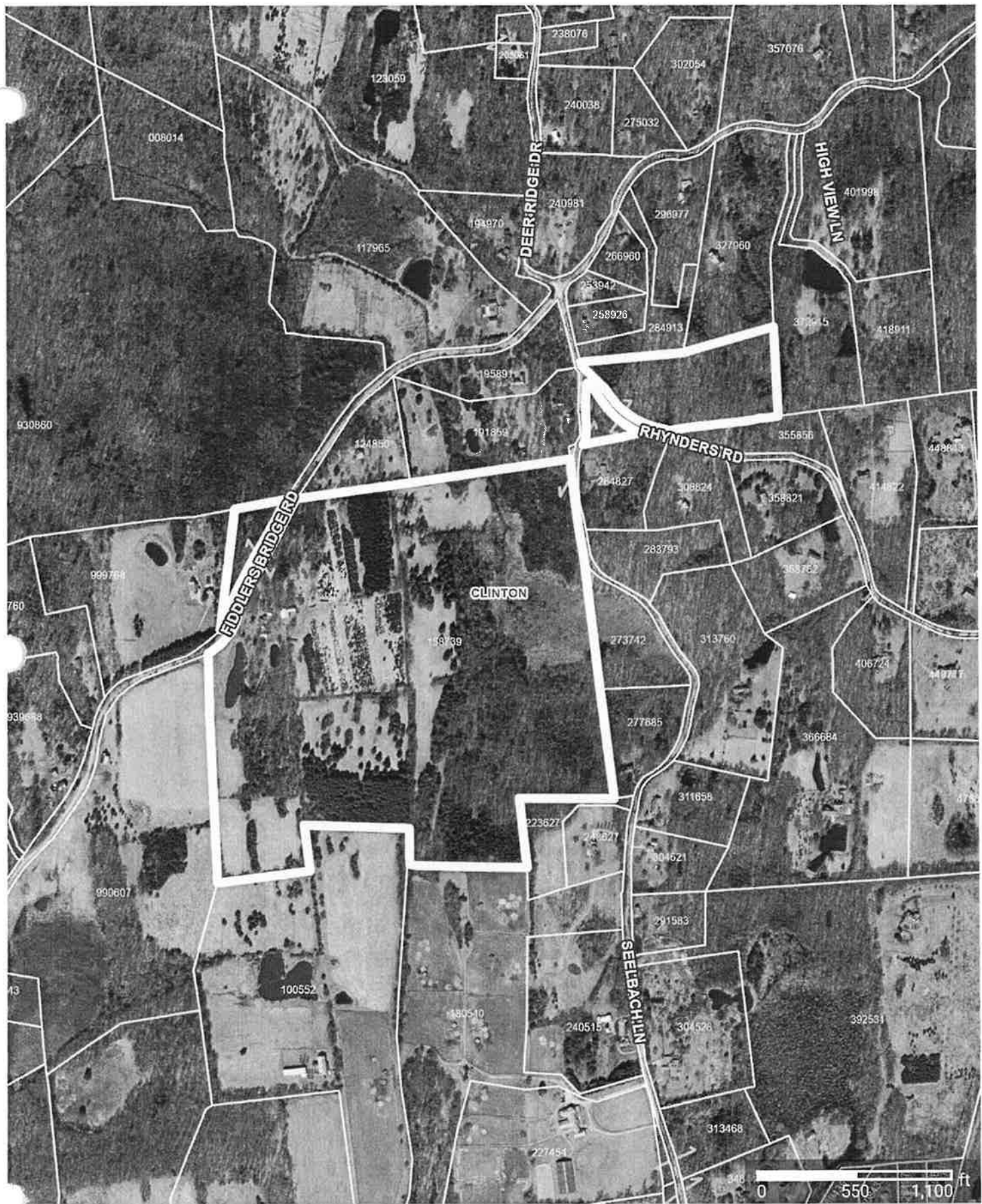
Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
County Tax	102108559	2.8000	655036.000	2.16914600	\$1,420.87
Town Tax	2009258	4.9000	655036.000	1.71977500	\$1,126.51
Clinton Comm Library	154800	3.3000	655036.000	0.13249700	\$86.79
West Clinton Fire	653286	12.7000	1348000.000	0.93830100	\$1,264.83

Total Taxes: \$3,899.00

Estimated State Aid - Type	Amount
County	112605652.00
Town	571652.00

Mail Payments To:

Tax Collector
Town of Clinton
1215 Centre Road Rhinebeck, NY 12572



Dutchess County
New York

6367-00-158739
Dutchess County, NY

Printed By:
ParcelAccess



ParcelAccess
3/20/2023

Stewart Title Insurance Company

Issued by

SMPR TITLE AGENCY, INC.

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. The searches will not be insured and the company assumes no liability for the accuracy thereof. The searches will not be continued to the date of closing.

Certificate of Occupancy: Attached.

Housing and Building Violations: Attached.

Street Report: Fiddlers Bridge Road as a public street.

Fire Department: NOT AVAILABLE.



Building Department
TOWN OF CLINTON
1215 Centre Road
Rhinebeck, NY 12572
(845) 266-5704 X115 (845) 266-5748 – Fax

February 16, 2022

Amilia Waterson
50 Chapel St
Albany NY 12207

RE: Order No. M-082681
Grid #6367-00-158739
Primrose Hill Farm Partners LLC
203 Fiddlers Bridge Road

Dear Ms. Waterson:

Attached, the main dwelling on the property was built circa 1854 at a time when building permits were not required. It predates the zoning. The other structures on the property were also built prior to zoning (1850, 1940, 1900).

Building Permit no. BP-2019-6901 (Ground Mounted Solar Panel) is still open and is in violation. Please contact the Building Department to start the process in closing the permit out.

Fiddlers Bridge Road is maintained by the Town.

No physical inspection was made.

Sincerely,

Michael Cosenza
Building Inspector



Application No. PA-2019-05-09-03

Permit No. BP-2019-6901

TOWN OF CLINTON DUTCHESS COUNTY
(845) 266-5704

Location: Fiddlers Bridge Rd

Tax Grid No: 6367-00-158739-0000

Building Permit

(This permit must be kept on the premises with one set of approved plans and specifications until full completion of the work authorized.)

No. BP-2019-6901

Issue Date 05/09/2019

Expiration Date: 05/09/2021

Permission is hereby granted to
Primrose Hill Farm
32 Sunset Circle

Lititz, PA 17543

FOR:

9.8 kW DC/ 7.6 kW AC Ground Mounted SES
per PB approval 5-7-19

Note: check PB approval before the CC issuance

At premises located at: 203 Fiddlers Bridge Rd

pursuant to above numbered application, and plans and specifications approved by the
Superintendent of Buildings.

Cost of Construction: \$29,823.76

Fee: \$169.47


Louis Fiorese, Building Inspector

Not Valid Unless Signed By Designated Town Official

Other Permits / Approvals

Driveway Permit--County/Town & Dutchess County Health Dept--- Well and Septic
Form: Permit/File: ClintBP.frm/Print: Building Permit

SMPR TITLE AGENCY, INC.

Albany/Troy

50 Chapel St, Albany, NY 12207
Ph 518-434-0127 / Fax 518-434-9997

Hudson/Poughkeepsie

One Hudson City Centre, Hudson, NY 12534
Ph 518-828-4351 / Fax 518-828-7494

Saratoga/Schenectady

36 Remsen St, Ballston Spa, NY 12020
Ph 518-885-8700 / Fax 518-884-2564

e-mail – titles@smprtitle.com — **website** – www.smprtitle.com

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of SMPR Title Agency, Inc.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on a title order application or other forms.
- Information about you and / or any of your transactions we secure from our files or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal Information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information..

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

HERMAN H TIETJEN ESQ
60 EAST MARKET STREET
P.O. BOX 201
RHINEBECK NY 12572-0201

RECORDED: 11/06/96

AT: 13:58:42

COUNTY CLERK: #7839

RECEIVED FROM: HERMAN TIETJEN

GRANTOR: SCHOCH VIOLA P
GRANTEE: PRIMROSE HILL FARM PARTNERS LLC

RECORDED IN: DEED
INSTRUMENT TYPE:

TAX
DISTRICT: CLINTON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 66.00 NUMBER OF PAGES: 8

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER: #002003

E & A FORM: Y

TP-584: Y

COUNTY CLERK BY: JJF /
RECEIPT NO: R55143
BATCH RECORD: C00239

W Paroli
WILLIAM L. PAROLI, JR.
County Clerk



N.Y. Deed - Covenant against grantor and lien covenant

THIS INDENTURE, made on October 9, 1996,

BETWEEN VIOLA P. SCHUCH, residing at Fiddlers Bridge Road,
R.R. 1, Box 335, Staatsburg, NY 12580

party of the first part, and

PRIMROSE HILL FARM PARTNERS, LLC, a limited liability
corporation organized and existing under the laws of the State of
New York, and having its principal place of business at Fiddlers
Bridge Road, R.R. 1, Box 335, Staatsburg, NY 12580,

party of the second part,

WITNESSETH that the party of the first part, in consideration
of ONE (\$1.00) DOLLAR, actual consideration, lawful money of the
United States, and other good and valuable consideration paid by
the party of the second part, does hereby grant and release unto
the party of the second part, and said party of the second part's
heirs, successors and assigns forever,

ALL THAT CERTAIN PIECE OR PARCEL OF WOOD LAND situate in the
Town of Clinton, Dutchess County, New York, bounded and described
as follows:

BEGINNING at a heap of stones on a rock at the corner of the
700-acre lot and at an angle of Albert Cookingham farm and
running thence along the said Albert's line North 57° West 4
chains 79 links to a stake; thence North 2° 30' East 8 chains 20
links to a stake and stones at the southwest corner of a farm
owned by Abraham LeRoy; thence North 78° 45' East 5 chains 42
links to a heap of stones on said LeRoy's south line; thence
South 5° West 11 chains 90 links to the place of beginning,
containing four acres two rods and twenty-four perches be the
same more or less.

AND ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate,
lying and being in the Town of Clinton, County of Dutchess and
State of New York, and bounded and described as follows:
BEGINNING at a stake and stones standing on the east side of the
road that leads from Wittenburgh to lands formerly owned by Henry
Sleight; thence North eighty-five degrees East seven chains and
seventy-four links to a stake and stones; thence North nine
degrees and thirty minutes East six chains and fifty links to a
stake and stones; thence South eighty-five degrees West nine
chains to the aforesaid road to a stake and stones; thence South

along the said road to the place of beginning, containing five acres of land, be the same, more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows: BEGINNING at the Northwest corner of the lot hereby conveyed at a rock oak tree and runs thence North eighty-one degrees thirty minutes, East seven chains ninety-four links to a stone set in the West side of a ditch; thence South six degrees thirty minutes West seven chains sixty three links to the butment of a wall in John Dederick's North line; thence along said Dederick's North line North eighty-eight degrees thirty minutes West nine chains thirteen links to the southwest corner of Michael Cookingham's lot; thence along the east line of said lot North nineteen degrees thirty minutes East six chains fifty links to the place of beginning, containing five acres and three rods of land be the same more or less.

ALSO, ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND situate in the Town, County and State aforesaid and bounded and described as follows: BEGINNING at the southeast corner of the same and at the northeast corner of Frederick C. Filkins' farm at a stake and stones, and runs thence North 81 degrees 30' West 7 chains and 99 links to a stake and stones near a sapling marked; thence South 01 degree East 6 chains and 8 links to a walnut tree marked; thence North 81 degrees and 30 minutes West 10 chains and 7 links to a stake and stones; thence North 6 degrees and 45 minutes East 3 chains and 12 links to the junction of two walls; thence North 81 degrees and 30 minutes West 8 chains and 83 links to the junction of two walls; thence North 30 minutes West 8 chains and 54 links to the junction of two walls; thence North 86 degrees West 6 chains and 35 links to the junction of two walls; thence North 10 degrees and 15 minutes East 17 chains and 5 links to the junction of two fences; thence North 88 degrees and 15 minutes East 29 chains and 10 links to a stake and stone in the road; thence South 01 degrees and 15 minutes East 28 chains and 86 links to the place of beginning, containing 84 acres, 2 rods and 18 perches of land, be the same more or less.

ALSO, ALL THAT CERTAIN FARM OF LAND in the Town of Clinton in said County of which Joseph LeRoy deceased, died seized, bounded and described as follows, viz.: BEGINNING at a large chestnut tree standing in the south line of the farm owned by Abraham LeRoy known as the William Frost farm and running thence as the magnetic needle now points North 88 degrees East 11 chains to the junction of two walls; thence North 88 degrees and 30 minutes East 6 chains and 23 links to the junction of two walls; thence South 10 degrees and 15 minutes West 17 chains and 5 links to the junction of two walls; thence South 85 degrees East 6 chains and 35 links to a chestnut tree; thence South 30 minutes

East 13 chains and 68 links to the junction of two walls; thence South 89 degrees West 23 chains and 95 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and 61 links to a point two and one-half feet southwest of the North barpost; thence North 24 degrees and 45 minutes East 11 chains and 69 links to a stone heap on a ledge of rocks; thence North 57 degrees West 4 chains and 79 links to a stake driven into the earth; thence North 01 degree and 45 minutes West 8 chains and 20 links to a stake and stones; thence North 78 degrees and 45 minutes East 23 chains and 76 links along a line of marked trees to a stake and stones; thence North 72 degrees East 54 links to the place of beginning, containing 115 acres 3 rods and 31 perches of land. Excepting therefrom, however, that portion of said above described premises which were conveyed by Michael Cookingham and Abigail, his wife, to Edmund Sheriger by deed dated April 17, 1854, and recorded in the Dutchess County Clerk's Office on the 2nd day of May, 1854, in Liber 101 of Deeds at page 515, which said premises are therein described as follows: All that certain piece parcel or lot of land situate in the Town, County and State aforesaid and bounded and described as follows, to wit: BEGINNING at a heap of stones on a rock at the southeast corner of wood lot sold about one year ago by the said Michael Cookingham to Philip D. Cookingham and running thence along the east line of said wood lot North 5 degrees East 11 chains and 90 links to a stake and stones on the south line of a farm owned by Abraham LeRoy; thence along said line North 78 degrees and 45 minutes East 5 chains and 70 links to a stake and stones; thence South 36 degrees and 30 minutes East 9 chains and 41 links to a bolt driven in a rock; thence North 88 degrees East 8 chains and 60 links to the junction of two walls; thence North 06 degrees West 09 chains and 96 links to a chestnut tree on said LeRoy's South line; thence North 88 degrees East 11 chains; thence North 88 degrees and 30 minutes East 06 chains and 23 links to a junction of two fences; thence South 10 degrees and 15 minutes West 11 chains and 62 links to the middle of the road leading from the said Cookingham's to Hyde Park; thence along the middle of the same South 76 degrees West 01 chain 11 links; thence South 04 degrees and 30 minutes, West 19 chains and 44 links to A.S. Lert's North line; thence South 89 degrees West 16 chains and 20 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and sixty links to a stake and stones; thence North 24 degrees and 45 minutes East 11 chains and 69 links to the place of beginning, containing 91 acres and 33 perches of land, be the same more or less, the said Michael Cookingham having reserved to himself, his heirs and assigns, a right of way to and from a wood lot owned by the said Michael Cookingham adjoining the farm of the said LeRoy for the purpose of drawing wood and timber from the same.

This conveyance is made subject to any and all covenants, easements, conditions and restrictions of record.

BEING THE SAME AND ENTIRE PREMISES conveyed by deed of Emil H. Schoch and Viola P. Schoch to Viola P. Schoch dated December 4, 1986, and recorded in the Dutchess County Clerk's Office on January 21, 1987, in Liber 1734 of Deeds at page 878.

SEE, ALSO, a more recent description of the premises conveyed herein, attached hereto as Schedule A, and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, said party of the second part's heirs, successors and assigns forever.

AND the party of the first part covenants that said party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

AND that in compliance with Section 13 of the New York Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

IN WITNESS WHEREOF, the party of the first part has hereunto set hand and seal the day and year first above written.

IN THE PRESENCE OF:

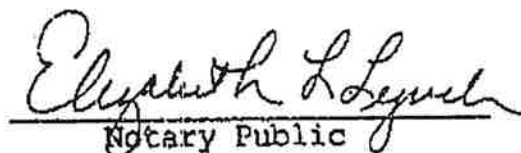
Viola P. Schoch
VIOLA P. SCHOCH

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On this 9th day of October, 1996, before me personally appeared VIOLA P. SCHOCH, ("Subscriber") to me personally known and known to me to be the same person(s) described in and who executed the within Instrument, and said Subscriber acknowledged to me that said Subscriber executed the same.


Notary Public

RECORD AND RETURN TO:

HERMAN H. TIETJEN, ESQ.
60 East Market Street
P.O. Box 201
Rhinebeck, NY 12572-0201

cl:schocded.doc

ELIZABETH L. LYNCH
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires Oct. 17, 1996

RECEIVED

1996 OCT 26 05

Schedule "A" (2 pages)

All that parcel of land situate in the Town of Clinton, County of Dutchess and the State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road said point marking the Westerly line of the herein described parcel and the Easterly line of lands now or formerly Miller (see F.M. # 6946), running thence Easterly North 76°-26'-00" East 78.85 feet to a point in range with a stonewall on the Northerly side of Fiddlers Bridge Road, running the Northerly and crossing said road and running along a stonewall in part and along the Easterly line of said Miller North 18°-47'-53" East 346.64 feet, North 17°-58'-20" East 114.42 feet, North 16°-55'-50" East 162.49 feet, North 15°-50' 50" East 125.90 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of lands now or formerly Walsh, running thence along the same in part and along the Southerly line of lands now or formerly Leigh and along the Southerly line of lands now or formerly Mayer and along stonewall and or wire fence, North 78°-18'-00" East 6.00 feet, South 83°-34'-00" East 219.00 feet, South 84°-28'-00" East 61.60 feet, South 88°-19'-00" East 33.70 thence crossing the aforementioned Fiddlers Bridge Road, South 80°-02' 40" East 69.65 feet, South 85°-48'-25" East 103.37 feet, South 83°-45'-55" East 255.19 feet, South 83°-30'-15" East 231.49 feet, South 85°-20'-25" East 49.25 feet, South 84°-59'-20" East 242.37 feet, South 84°-28'-50" East 187.56 feet, South 82°-48'-50" East 162.37 feet and South 84°-53'-50" East 300.05 feet to wall corner marking the Easterly line of the herein described parcel and the Westerly line of lot 12 F.M. # 7402, running thence Southerly along the same and along the Westerly line of Seelbach Lane in part, South 07°-04'-50" West 70.64 feet, South 06°-04'35" West 308.81 feet, South 06°-12'-30" West 174.15 feet, South 09°-10'-40" West 71.49 feet, South 04°-02'-55" West 26.59 feet, South 08°-08'-05" West 420.36 feet, South 06°-22'-55" West 108.35 feet and South 04°-55'-50" West 49.58 feet to a point marking the Westerly line of lot 11 F.M. # 7402, running thence along the same and along a stonewall South 08°-42'-10" West 105.10 feet, South 06°-07'-55" West 327.00 feet, South 08°-09'-30" West 142.51 feet and South 01°-50'-05" West 41.39 feet to a point marking the Northerly line of lot 1 F.M. # 7783, running thence along the Northerly and Westerly line of said lot 1 North 74°-47'-58" West 523.74 feet and South 07°-50'-02" West 404.10 feet to a point marking the Northerly line of lands now or formerly Seelbach, see F.M. # 7783, running thence along the same and along a stonewall, North 71°-08'-35" West 119.39 feet, North 73°-45'-35" West 145.18 feet, North 75°-24'-31" West 139.83 feet, North 75°-18'-23" West 105.17 feet, North 72°-55'-37" West 105.58 feet and North 69°-21'-28" West 43.08 feet to a wall corner marking the Northerly line of the aforementioned Miller see F.M. # 6946, running thence along the same and along a stonewall.

North 15°-01'-00" East 69.88 feet, North 13°-39'-40" East 130.91 feet, North 74°-17'-00" West 205.70 feet, North 73°-23'-00" West 318.40 feet, North 75°-00'-50" West 59.44 feet, South 06°-42'-00" West 151.74 feet, South 07°-49'-50" West 106.49 feet, North 83°-27'-56" West 515.07 feet, North 11°-15'-00" East 327.80 feet, North 12°-12'-00" East 143.60 feet, North 11°-20'-00" East 437.70 feet and North 11°-43'-00" East 273.83 feet and North 10°-19'-40" East 113.00 feet to the point or place of beginning.

Containing 96.358 acres of land more or less.

Also all that parcel of land known as the "Woodlot" bounded and described as follows:

Beginning at a point marking the Northeast corner of the herein described parcel the Northwesterly corner of lands now or formerly Miller (liber 1432, page 378 parcel 2) and the Southerly line of lands now or formerly Walsh, running thence Southerly along the Westerly line of lands now or former of said Miller and along a stonewall in part South 02°-16'-35" West 346.40 feet, South 03°-19'-00" West 50.80 feet, South 04°-02'-00" East 48.60 feet, South 01° 05'-00" West 149.00 feet, and South 04°-02'-00" East 62.30 feet to a point marking the Southeast corner of the herein described parcel and the Northerly line of the aforementioned Miller, running thence along the same and along a stonewall North 83°-37'-00" West 168.50 feet, South 83°-10'-00" West 217.20 feet and South 81°-31'-00" West 73.20 feet to a wall corner marking the Westerly line of the herein described parcel, running thence along said stonewall, North 32°-50'-00" West 37.00 feet, North 57°-00'-00" West 80.90 feet, North 47°-10'-00" West 28.70 feet, North 31°-00'-00" West 48.00 feet, North 61°-52'-00" West 21.80 feet, North 31°-25'-00" West 226.80 feet, North 29°-38'-00" West 226.80 feet and North 25°-11'-30" West 75.39 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of the aforementioned Walsh, running thence along the same and along a stonewall, North 85°-50'-35" East 246.54 feet, North 87°-05'-40" East 195.91 feet, North 83°-49'-20" East 127.80 feet, North 85°-23'-20" East 157.68 feet, North 86°-29'-50" East 68.77 feet, North 81°-03'-50" East 67.75 feet and North 88°-10'-50" East 21.22 feet to the point or place of beginning.

Containing 10.042 acres of land more or less.



Dutchess County Clerk Recording Page

Record & Return To :

HERMAN H TIETJEN ESQ
60 EAST MARKET ST
PO BOX 201
Rhinebeck, NY 12572

Date Recorded : 01/08/2013

Time Recorded : 3:05:00

Document # : 02 2013 128

Received From : HERMAN H TIETJEN

Grantor : PRIMROSE HILL FARM PARTNERS LLC

Grantee : SCHOCH DONALD R

Recorded In : Deed

Instrument Type : AGMT

Tax District : Clinton

Examined and Charged As Follows :

Recording Charge : \$75.00

Number of Pages : 6

Transfer Tax Amount : \$0.00

Transfer Tax Number : #2503

Red Hook Transfer Tax :

E & A Form: N

TP-584 : Y

*** Do Not Detach This Page

*** This Is Not A Bill

County Clerk By : cni / _____

Receipt # : R1390

Batch Record : B37



022013128

Bradford Kendall

County Clerk



1103 61
70
25

AGREEMENT

THIS AGREEMENT, made December 24th, 2012, between **Primrose Hill Farm Partners, LLC**, with a business address at 3778 Broadway Drive, Cincinnati, OH 45208 (the "Company") and **Donald R. Schoch**, having an address at 3778 Broadway Drive, Cincinnati, OH 45208, and **Richard H. Schoch**, having an address at 31 White Church Road, Brocktondale, NY 14817 and **Robert A. Schoch**, having an address at 32 Sunset Circle, Lititz, PA 17543 ("Unit holders").

WHEREAS, Unit Holders each have proportional ownership in Company; and

WHEREAS, Company is desirous of providing to each Unit Holder, individually and not as a group, the right to purchase from Company the real property described in this Agreement, if and when, Company elects to sell or otherwise transfer its interest in said described real property;

NOW, THEREFORE in consideration of their mutual covenants, and agreements the respective parties agree as follows:

1. The real property owned by Company which is the subject of this Agreement is located at 203 Fiddlers Bridge Road, Town of Clinton, Dutchess County, New York, tax grid no. 132400-6367-00-158739, and more particularly described as follows:

All that parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road, said point marking the westerly line of the herein described parcel and the easterly line of lands now or formerly Miller (see F.M. #6946), running thence easterly North 76 deg. 26' 00" East 78.85 feet to a point in range with a stonewall on the northerly side of Fiddlers Bridge Road, running thence northerly and crossing said road and running along a stonewall in part and along the easterly line of said Miller North 18 deg. 47' 53" East 346.64 feet, North 17 deg. 58' 20" East 114.42 feet, North 16 deg. 15' 50" East 162.49 feet, North 15 deg. 50' 50" East 125.90 feet to a wall corner marking the northerly line of the herein described parcel and the southerly line of lands now or formerly Walsh, running thence along the same in part and along the southerly line of lands now or formerly Leigh and along the southerly line of lands now or formerly Mayer and along stonewall and/or wire fence, North 78 deg. 18' 00" East 6.00 feet, South 83 deg. 34' 00" East 219.00 feet, South 84 deg. 28' 00" East 61.60 feet, South 88 deg. 19' 00" East 33.70 feet, thence crossing the aforementioned Fiddlers Bridge Road, South 80 deg. 02' 40" East 69.65 feet, South 85 deg. 48' 25" East 103.37 feet, South 83 deg. 45' 55" East 255.19 feet, South 83 deg. 30' 15" East 231.49 feet, South 85 deg. 20' 25" East 49.25 feet, South 84 deg. 59' 20" East 242.37 feet, South 84 deg. 28' 50" East 187.56 feet, South 82 deg. 48' 50" East 162.37 feet and South 84 deg. 53' 50" East 300.05 feet to wall corner marking the

easterly line of the herein described parcel and the westerly line of lot 12 F.M. #7402, running thence southerly along the same and along the westerly line of Seelbach Lane in part, South 07 deg. 04' 50" West 70.64 feet, South 06 deg. 04' 35" West 308.81 feet, South 06 deg. 12' 30" West 174.15 feet, South 09 deg. 10' 40" West 71.49 feet, South 04 deg. 02' 55" West 86.59 feet, South 08 deg. 08' 05" West 420.36 feet, South 06 deg. 22' 55" West 108.35 feet and South 04 deg. 55' 50" West 49.58 feet to a point marking the westerly line of Lot 11 F.M. #7402, running thence along the same and along a stonewall South 08 deg. 42' 10" West 105.10 feet, South 06 deg. 07' 55" West 327.00 feet, South 08 deg. 09' 30" West 142.51 feet and South 01 deg. 50' 05" West 41.39 feet to a point marking the northerly line of Lot 1 F.M. #7783, running thence along the northerly and westerly line of said Lot 1 North 74 deg. 47' 58" West 523.74 feet and South 07 deg. 50' 02" West 404.10 feet to a point marking the northerly line of lands now or formerly Seelbach, see F.M. #7783, running thence along the same and along a stonewall, North 71 deg. 08' 35" West 119.39 feet, North 73 deg. 45' 35" West 145.18 feet, North 75 deg. 24' 31" West 139.83 feet, North 75 deg. 18' 23" West 105.17 feet, North 72 deg. 55' 37" West 105.58 feet and North 69 deg. 21' 28" West 43.08 feet to a wall corner marking the northerly line of the aforementioned Miller see F.M. #6946, running thence along the same and along a stonewall North 15 deg. 01' 00" East 69.88 feet, North 13 deg. 39' 40" East 130.91 feet, North 74 deg. 17' 00" West 205.70 feet, North 73 deg. 23' 00" West 318.40 feet, North 75 deg. 00' 50" West 59.44 feet, South 06 deg. 42' 00" West 151.74 feet, South 07 deg. 49' 50" West 106.49 feet, North 83 deg. 27' 56" West 515.07 feet, North 11 deg. 15' 00" East 327.80 feet, North 12 deg. 12' 00" East 143.60 feet, North 11 deg. 20' 00" East 437.70 feet and North 11 deg. 43' 00" East 273.83 feet and North 10 deg. 19' 40" East 113.00 feet to the point or place of beginning. Containing 96.358 acres of land, more or less. *4NB. Also a 10.042 acre parcel, tax and No. 6367-00 - 158739-0001*

BEING a portion of the premises conveyed by Viola P. Schoch to Primrose Hill Farm Partners, LLC, by deed dated October 9, 1996, and recorded in the Dutchess County Clerk's Office on November 6, 1996, in Liber 1986 of Deeds at page 260.

2. The Company hereby grants to Unit Holders, for which no monetary consideration is paid to the Company, individually, a right of first purchase in the real property as set forth in Paragraph 1, above, on the terms and conditions contained herein:

(a) The right of refusal in each of the Unit Holders shall terminate upon the death of a Unit Holder, or January 1, 2038, which ever occurs first.;

(b) If Company elects to sell or otherwise transfer the real property described in Paragraph 1, above, or any part thereof, to a third party other than Robert A. Schoch, Company shall advise each Unit Holder of same and at that time provide to each Unit Holder a fair market appraisal of the said real property made by a qualified appraiser having an MAI certification with experience in valuation of real property in Dutchess County, New York, no less than Ninety (90) days prior to the making of the election.

(c) Upon receipt of notice of intention to sell or otherwise transfer to a third party other than Robert A. Schoch, by the Company, if any Unit Holder desires to

exercise his or her right of first refusal, said Unit Holder may commission a fair market value appraisal to be made by a qualified appraiser having an MAI certification, with experience in valuation of real property in Dutchess County, New York, said commission to be made within Thirty (30) days from the receipt of notice and said appraisal to be completed within an additional (30) days after the making of the commission.

(d) If the appraisals made by each party(ies) demonstrate a valuation difference which is less than ten (10) per cent from each other, the parties agree that the sales price shall be the average of the two appraisals (the individual appraisals are to be added together and then divided by (2)); if the difference in value between the two appraisals is greater than the (10) per cent, the parties shall first attempt to have the individual appraisers arrive at an agreed value, and if none can be arrived at, the parties shall engage a third independent appraiser holding an MAI certification with experience in valuation of real property in Dutchess County, New York, to establish a fair market value; the parties shall then disregard the appraisal which deviates more than ten (10%) per cent from the other appraisals and average the remaining two appraisals together to arrive at an average price/value.

(e) Once a price is arrived at, the parties shall enter into a contract for the sale and purchase of the real property, which contract shall provide for the ability of the purchasing party to obtain mortgage financing on reasonable terms, within 60 days of arriving at an agreed price, with a closing not to exceed 90 days from the date of arriving at an agreed price.

(f) This Agreement shall survive the sale or transfer of the membership interests of the Unit Holder.

(g) If any of the Unit Holders elects not to exercise his rights under this Agreement, or otherwise fails to close in accordance with the terms of this Agreement after exercising his right, the Unit Holder shall provide to Company a release of their right of purchase to be given in such form sufficient to be recordable on the real property records of the Dutchess County Clerk's Office.

(h) If more than one Unit Holder elects to exercise his rights under this Agreement, then such Unit Holders shall take title proportionally as tenants in common, absent agreement to take title in a different manner.

3. All notices to be required to be given to any party herein shall be given by use of facsimile or electronic mail addressed to the party's last known facsimile number or electronic mail address AND by regular first class mail, postage paid, through the United States Postal service addressed to the party's last known address. Each party herein shall advise the other parties of their most current facsimile, electronic mail and postal address.

4. The parties acknowledge that no monetary consideration has been exchanged between them.

5. This agreement may be executed in counterparts.

The parties have subscribed this Agreement on the day and date written opposite their name.

Primrose Hill Farm Partners, LLC

By D. Schoch
Authorized Member

Richard H. Schoch
Richard H. Schoch, Member

D. Schoch
Donald R. Schoch, Member

Robert A. Schoch
Robert A. Schoch, Member

STATE OF OHIO
COUNTY OF Hamilton SS:



Susan G. Waters
Notary Public, State of Ohio
My Commission Expires 08-15-2018

On December 27th 2012, the undersigned, personally appeared **Donald R. Schoch, managing member of Primrose Hill Farm Partners, LLC**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan G. Waters
Notary Public

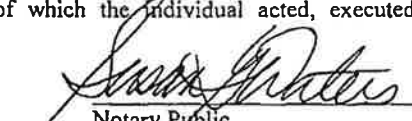
STATE OF OHIO
COUNTY OF Hamilton SS:



Susan G. Waters
Notary Public, State of Ohio
My Commission Expires 08-15-2018

On December 27th 2012, before me, undersigned, personally appeared **Donald R. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and

acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK

SS:

COUNTY OF Tompkins

On December 28th 2012, before me, the undersigned, personally appeared **Richard H. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
BIRON E. BARRETT
PUBLIC-STATE OF NEW YORK
No. 01BA6110488
Qualified in Tompkins County
Commission Expires August 1, 2014

~~NEW YORK~~
STATE OF ~~PENNSYLVANIA~~

SS:

COUNTY OF Dutchess

On December 24 2012, before me, the undersigned, personally appeared **Robert A. Schoch** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

R+R to:

HERMAN H. TIETJEN, Esq.
60 EAST MARKET ST.
P.O. BOX 201
RHINEBECK, N.Y. 12572

JOHN R. MARVIN
Notary Public, State of New York
No. 01BA6110488
Qualified in Dutchess County
Commission Expires April 6, 2014



Dutchess County Clerk Recording Page

Record & Return To :

HERMAN H TIETJEN
60 EAST MARKET ST
PO BOX 201
RHINEBECK, NY 12572-0201

Date Recorded : 01/08/2013

Time Recorded : 3:07:00

Document # : 01 2013 301

Received From : HERMAN H TIETJEN

Mortgagor : PRIMROSE HILL FARM PARTNERS LLC

Mortgagee : SCHOCH VIOLA P

Recorded In : Mortgage

Instrument Type :

Tax District : Clinton

Examined and Charged As Follows :

Recording Charge : \$130.00

Number of Pages : 18

Mortgage Amount : \$995,000.00

Mortgage Type : 1-2 Family Residence

Mortgage Tax County : \$4,975.00

Mortgage Tax MTA Share : \$2,955.00

1-6 Family : \$2,487.50

Mortgage Tax Local : \$0.00

Total Tax : \$10,417.50

Serial Number : DD7139

Affidavit : N

*** Do Not Detach This Page
*** This is Not A Bill

County Clerk By : cni /
Receipt # : R1391
Batch Record : B38



012013301

Bradford Kendall
County Clerk



703 18p
130-5
10417-8
10547-8

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) **"Security Instrument."** This document, which is dated December 24, 2012, together with all Riders to this document, will be called the "Security Instrument."

(B) **"Borrower."** PRIMROSE HILL FARM PARTNERS, LLC, whose address is c/o Robert Schoch 32 Sunset Circle, Lititz, PA 17543, sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) **"Lender."** VIOLA P. SCHOCH (VPS), DONALD R. SCHOCH (DRS) AND RICHARD H. SCHOCH (RHS) whose interests are as provided in the Note, and whose addresses are as follows: VPS - 3778 Broadway Drive, Cincinnati, OH 45208, (DRS) 3778 Broadway Drive, Cincinnati, OH 45208, and (RHS) 31 White Church Road, Brocktondale, NY 14817

will be called "Lender."

(D) **"Note."** The note signed by Borrower and dated December 24, 2012 will be called the "Note." The Note shows that I owe Lender Nine-hundred ninety-five Thousand and 00/100 Dollars (U.S. \$995,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by February 1, 2023.

(E) **"Property."** The property that is described below in the section titled "Description of the Property," will be called the "Property."

(F) **"Loan."** The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Sums Secured."** The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(H) **"Riders."** All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Other(s) [specify] _____ |
| ☐ 1-4 Family Rider | ☐ Biweekly Payment Rider. | |

(I) **"Applicable Law."** All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(J) **"Community Association Dues, Fees, and Assessments."** All dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(K) **"Electronic Funds Transfer."** "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items."** Those items that are described in Section 3 will be called "Escrow Items."

(M) **"Miscellaneous Proceeds."** "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in, Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(N) **"Mortgage Insurance."** "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment."** The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(P) **"RESPA."** "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument and the Note.

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (G) below:

- (A) The Property which is located at Fiddlers Bridge Road, Staatsburg, NY 12380,

This Property is in Town of Clinton, Dutchess County. It has the following legal description:

All that parcel of land, with the buildings and improvements thereon, situate, lying and being in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road, said point marking the westerly line of the herein described parcel and the easterly line of lands now or formerly Miller (see F.M.

#6946), running thence easterly North 76 deg. 26' 00" East 78.85 feet to a point in range with a stonewall on the northerly side of Fiddlers Bridge Road, running thence northerly and crossing said road and running along a stonewall in part and along the easterly line of said Miller North 18 deg. 47' 53" East 346.64 feet, North 17 deg. 58' 20" East 114.42 feet, North 16 deg. 15' 50" East 162.49 feet, North 15 deg. 50' 50" East 125.90 feet to a wall corner marking the northerly line of the herein described parcel and the southerly line of lands now or formerly Walsh, running thence along the same in part and along the southerly line of lands now or formerly Leigh and along the southerly line of lands now or formerly Mayer and along stonewall and/or wire fence, North 78 deg. 18' 00" East 6.00 feet, South 83 deg. 34' 00" East 219.00 feet, South 84 deg. 28' 00" East 61.60 feet, South 88 deg. 19' 00" East 33.70 feet, thence crossing the aforementioned Fiddlers Bridge Road, South 80 deg. 02' 40" East 69.65 feet, South 85 deg. 48' 25" East 103.37 feet, South 83 deg. 45' 55" East 255.19 feet, South 83 deg. 30' 15" East 231.49 feet, South 85 deg. 20' 25" East 49.25 feet, South 84 deg. 59' 20" East 242.37 feet, South 84 deg. 28' 50" East 187.56 feet, South 82 deg. 48' 50" East 162.37 feet and South 84 deg. 53' 50" East 300.05 feet to wall corner marking the easterly line of the herein described parcel and the westerly line of lot 12 F.M. #7402, running thence southerly along the same and along the westerly line of Seelbach Lane in part, South 07 deg. 04' 50" West 70.64 feet, South 06 deg. 04' 35" West 308.81 feet, South 06 deg. 12' 30" West 174.15 feet, South 09 deg. 10' 40" West 71.49 feet, South 04 deg. 02' 55" West 86.59 feet, South 08 deg. 08' 05" West 420.36 feet, South 06 deg. 22' 55" West 108.35 feet and South 04 deg. 55' 50" West 49.58 feet to a point marking the westerly line of Lot 11 F.M. #7402, running thence along the same and along a stonewall South 08 deg. 42' 10" West 105.10 feet, South 06 deg. 07' 55" West 327.00 feet, South 08 deg. 09' 30" West 142.51 feet and South 01 deg. 50' 05" West 41.39 feet to a point marking the northerly line of Lot 1 F.M. #7783, running thence along the northerly and westerly line of said Lot 1 North 74 deg. 47' 58" West 523.74 feet and South 07 deg. 50' 02" West 404.10 feet to a point marking the northerly line of lands now or formerly Seelbach, see F.M. #7783, running thence along the same and along a stonewall, North 71 deg. 08' 35" West 119.39 feet, North 73 deg. 45' 35" West 145.18 feet, North 75 deg. 24' 31" West 139.83 feet, North 75 deg. 18' 23" West 105.17 feet, North 72 deg. 55' 37" West 105.58 feet and North 69 deg. 21' 28" West 43.08 feet to a wall corner marking the northerly line of the aforementioned Miller see F.M. #6946, running thence along the same and along a stonewall North 15 deg. 01' 00" East 69.88 feet, North 13 deg. 39' 40" East 130.91 feet, North 74 deg. 17' 00" West 205.70 feet, North 73 deg. 23' 00" West 318.40 feet, North 75 deg. 00' 50" West 59.44 feet, South 06 deg. 42' 00" West 151.74 feet, South 07 deg. 49' 50" West 106.49 feet, North 83 deg. 27' 56" West 515.07 feet, North 11 deg. 15' 00" East 327.80 feet, North 12 deg. 12' 00" East 143.60 feet, North 11 deg. 20' 00" East 437.70 feet and North 11 deg. 43' 00" East 273.83 feet and North 10 deg. 19' 40" East 113.00 feet to the point or place of beginning. Containing 96.358 acres of land, more or less.

Also all that parcel of land known as the "Woodlot" bounded and described as follows:

Beginning at a point marking the Northeast corner of the herein described parcel the Northwesterly corner of lands now or formerly Miller (Liber 1432, page 378 parcel 2) and the Southerly line of lands now or formerly Walsh, running thence Southerly along the Westerly line of lands now or formerly said Miller and along a stonewall in part South 02°-16'-35" West 346.40 feet, South 03°-19'-00" West 50.80 feet, South 04°-02'-00" East 48.60 feet, South 01°-05'-00" West 149.00 feet, and South 04°-02'-00" East 62.30 feet to a point marking the Southeast corner of the herein described parcel and the Northerly line of the aforementioned Miller, running thence along the same and along a stonewall North 83°-37'-00" West 168.50 feet, South 83°-10'-00" West 217.20 feet and South 81°-31'-00" West 73.20 feet to a wall corner marking the Westerly line of the herein described parcel, running thence along said stonewall, North 32°-50'-00" West 37.00 feet, North 57°-00'-00" West 80.90 feet, North 47°-10'-00" West 28.70 feet, North 31°-00'-00" West 48.00 feet, North 61°-52'-00" West 21.80 feet, North 31°-25'-00" West 226.80 feet, North 29°-38'-00" West 226.80 feet and North 25°-11'-30" West 75.39 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of the aforementioned Walsh, running thence along the same and along a stonewall, North 85°-50'-35" East 246.54 feet, North 07°-05'-40" East 195.91 feet, North 03°-49'-20" East 127.80 feet, North 85°-23'-20" East 157.68 feet, North 86°-29'-50" East 68.77 feet, North 81°-03'-50" East 67.75 feet and North 88°-10'-50" East 21.22 feet to the point of place of beginning.

Containing 10.042 acres of land more or less.

BEING a portion of the premises conveyed by Viola P. Schoch to Primrose Hill Farm Partners, LLC, by deed dated October 9, 1996, and recorded in the Dutchess County Clerk's Office on November 6, 1996, in Liber 1986 of Deeds at page 260.

(B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;

(C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"

(D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;

(E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;

(F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and

(G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts for Escrow Items under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my

Primrose Hill Farm Partners, LLC

Robert A. Schoch (Seal)

Robert A. Schoch, Managing member-Borrower

STATE OF NEW YORK SS:

COUNTY OF DUTCHESS

On Dec. 24 2012, before me, the undersigned, personally appeared Robert A. Schoch Managing Member of Primrose Hill Farm Partners, LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual] whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

John R. Marvin
Notary Public

JOHN R. MARVIN
Notary Public, State of New York
Commission Expires 12/31/15
2014

R & R

Herman H. Tietjen, Esq.

Tietjen Law Office

60 E. Market Street

PO Box 201

Rhinebeck, NY 12572

Title Curatives

Paul Quartararo, Esq., PLLC
3278 Franklin Avenue, Suite 5
PO Box 65
Millbrook, NY 12545
(845) 605-1355
March 28, 2025

Mr. David Behm
Farmland Protection Program Manager
New York State Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

Re: NYSDAM FPIG Contract No. C00788GG
203 Fiddler's Bridge Road, Clinton, #6367-00-158739 – 105.947 acres
Primrose Hill Farm, LLC. ("Owner") to Dutchess Land Conservancy, Inc. (DLC)

Dear Mr. Behm:

This letter has been prepared to explain requirements and exceptions set forth in the title commitment for this transaction, being SMPR Title Agency Commitment Number M-082681.

I have been retained to assist in the preparation of this project file. Please note that this letter and the comments provided herein have been reviewed by Erin Hoagland, Director of Conservation at the Dutchess Land Conservancy, who is also serving as project manager for this transaction.

The legal description for the property is based on a survey of the property prepared for this transaction which have been reviewed by SMPR Title Agency, Inc. and incorporated into the title report.

Below, please review comments and explanations in relation to the requirements (Schedule B, Section I) and exceptions (Schedule B; Section II) of the title commitment.

Schedule B, Section 1 ("Matters to Be Disposed Of") contains nine items, all of which will be complied with and/or omitted at closing:

Items 1 is a standard closing requirement pertaining to completion of affidavit by owners/sellers which will be provided by the landowner at closing.

Items 2 and 3. Private Mortgage in the amount of \$995,000.00 dated 12/24/2012 and recorded on 1/8/2013 in the Office of the County Clerk, Dutchess County New York to be satisfied prior to or at the closing.

Item 4. Standard closing requirement regarding payment with certified checks.

Item 5. Revised 3/6/25 and will be omitted as part of the stub search in at closing. The judgment against Primrose Hill Farm Partners, LLC has expired.

Item 6. Revised 3/6/2025 Standard closing requirement to provide corporate documentation including articles of organization, operating agreement, members consent, and certificate of good standing. All of which will be provided prior to closing.

Item 7. Agreement made between Primrose Partners, LLC, Donald R. Schoch. Richard H. Schoch and Robert A. Schoch dated 12/24/2012 and recorded 1/8/2013 to be disposed of to the satisfaction of the title company. A termination of the agreement for recording or a release and consent to the Conservation Easement Interest to be insured for recording will be provided prior to or at the closing.

Item 8. Omitted 3/6/2025

Item 9. Interest to be insured hereunder is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

Schedule B, Section 2 ("Exceptions") contains eight items, some of which are standard exceptions, and some of which will be disposed of prior to closing.

Items 1 and 2. Standard closing requirement regarding rights of tenants and water and sewer rents if any.

Items 3 and 4. Omitted 3/20/2023

Item 5. Omitted 3/20/2023

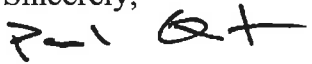
Item 6. Standard exception of any land lying in the bed of any public street, avenue, road or highway abutting adjoining or passing through or crossing the premises.

Item 7. Revised 3/20/2023 Standard exceptions regarding riparian rights and easements of others in, to and over any stream.

Item 8. Added 3/20/2023 to reference survey for the property dated 11/27/2022 and revised 12/12/2022 by Kirk K. Horton with standard exceptions for utility lines and poles, and wetlands.

I would like to confirm that it is the intention of all parties that all of the closing requirements in Schedule B of the title commitment will be dealt with and omitted either at, or prior to closing. Please don't hesitate to contact me or the project manager, Erin Hoagland, with any questions. Erin Hoagland can be reached by phone at 845-677-3002, or email at erinh@dutchessland.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Quartararo". The signature is stylized with a large, looped "Q" and a long horizontal stroke at the end.

Paul Quartararo

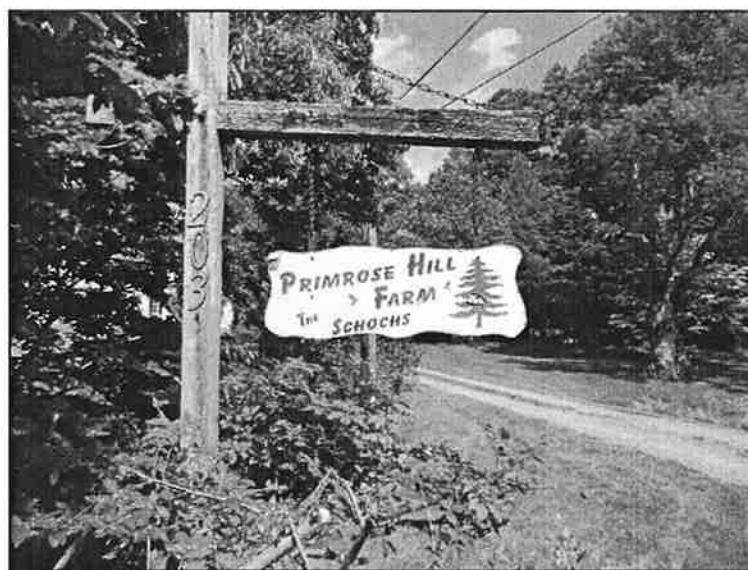
CC: Erin Hoagland, Dutchess Land Conservancy, Inc.

Appraisal



**REAL ESTATE
APPRAISAL REPORT
OF
*PRIMROSE HILL FARM***

**105.95 +/- ACRES
203 FIDDLERS BRIDGE ROAD
TOWN OF CLINTON
DUTCHESS COUNTY, NY
AS OF MAY 18, 2023**



**COMPLETED BY:
PAUL HERRINGTON, ARA
FARM CREDIT EAST ACA
JUNE 27, 2023**



FARM CREDIT EAST, ACA

June 27, 2023

Dutchess Land Conservancy, Inc.
Attn: Erin Hoagland
4289 Route 82, P.O. Box 138
Millbrook, NY 12545

Re: Appraisal report of the Primrose Hill Farm property, located at 203 Fiddlers Bridge Road in the Town of Clinton, Dutchess County, New York.

Dear Ms. Hoagland:

In accordance with your request, I have inspected and appraised the above referenced Property (the subject property of this report) for a potential conservation easement acquisition. The purpose of this Restricted Appraisal Report is to provide an opinion of market value, as defined herein, of the proposed easement area before placement of the easement and opinions of value as if the easement is in place. **The potential easement is a HYPOTHETICAL CONDITION, which is defined as: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Reliance on this condition may have affected the assignment results.** The difference between the estimates of value is the effect of the conservation easement on the before market value. The intended users of this appraisal are the Dutchess Land Conservancy, Inc. and the owners (Primrose Hill Farm Partners, LLC). The intended use is to negotiate a purchase of the development rights. **The valuation date is May 18, 2023 (the date of inspection).**

The property appraised is 105.95 acres. This is based on the 2022 survey map in this report. The subject includes one tax parcel on one deed, with frontage on Fiddlers Bridge Road, Seelbach Lane and Rhynders Road. This is a Christmas tree farm with some fields now used for hay. Improvements include an 1800s house and several barns or garages.

The property has been valued "as is", as if encumbered by a conservation easement (Scenario 1), and as if encumbered by a conservation easement and a Preemptive Purchase Right (Scenario 2).

It is my opinion that the market values of the Subject Property are as follows:

	<u>Scenario 1</u>	<u>Scenario 2</u>
<i>"Before Easement" Value</i>	<i>\$1,800,000.00</i>	<i>\$1,800,000.00</i>
<i>"After Easement" Value</i>	<i>\$1,218,000.00</i>	<i>\$ 710,000.00</i>
<i>Easement Value</i>	<i>\$ 582,000.00</i>	<i>\$ 1,090,000.00</i>

The value of the PPR is \$508,000 (\$1,218,000 minus \$710,000).



Primrose Hill Farm - Page 2

The values established are based on the definition of market value contained herein, subject to the assumptions and limiting conditions found in the accompanying report.

You have also requested an estimate of the easement's impact on any contiguous property owned by the donor or the donor's family. Treasury Regulation 1.170A-14(h)(3)(i) provides that if a perpetual easement is donated by a taxpayer over land contiguous or near to unencumbered land owned by the taxpayer or the "donor's family" the appraiser must consider any enhancement in value attributable to such properties when estimating the value of an easement donation.

In this case, there is no evidence of other area parcels owned by Primrose Hill Farm Partners, LLC or members of the Schoch family. In the absence of such ownership there can be no enhancement created by the easement.

The hypothetical conservation easement, upon which the value estimate is predicated, appears to be "usual and typical" in scope. A copy of the proposed easement is attached. It is important to note that the value and assumptions made are subject to a final conservation easement and may be changed. Any changes to the easement may also change the opinion of value. The portions of the easement having the most effect on value are quoted or summarized as follows:

- Subdivision will be prohibited
- There will be a 6-acre Split Farmstead Area, with one part including the existing buildings and the other part in a wooded area at the south end of the property
- About 74 acres are the Farm Area and 25.886 acres (on the east side of the largest section) is the Resource Protection Area
- Within the Farmstead Area there can be one principal residence not to exceed 4,000 sf Footprint Area and two accessory residences (guest/tenant/farm manager) not to exceed 1,500 sf Footprint Area each, with no limit on number accessory apartments or farm labor housing
- Mining and excavation are prohibited other than excavation for new construction

We appreciate being asked to serve you in this important matter. If you require additional information, please feel free to call or write at your convenience.

Very truly yours,

FARM CREDIT EAST APPRAISAL SERVICE

Paul Herrington

Paul Herrington, ARA

NY Certified General Appraiser #46000049250, expires 9/21/24

TABLE OF CONTENTS

Letter of Transmittal

Introduction

Certificate of Appraisal	Page 2
Summary of Salient Facts & Conclusions	3
Scope of Work for Appraisal	4
Easement Summary - Hypothetical Conditions	6
Definitions & Terminology, Appraisal Problems	7

Property Description

Location Maps	11
Tax Map	13
Land Photographs	14
Deed Information/History of the Property	17
Tax Information, Property Listings	17
Subject Property Deed	18
Site Description	26
Maps of Property	28
Building Comments	33
Building Photographs	34
Area & Neighborhood Analysis	39

Valuation of Property

Valuation Methodology, Property Rights Appraised	43
Appraisal Process & Procedure	44
Valuation of Property “Before Easement”	
Highest & Best Use	46
Sales Comparison Approach	48
Valuation of Property “After Easement”	
Highest & Best Use	66
Easement Map	68
Sales Comparison Approach	69
Valuation of Property “After Easement” with PPR	
Highest & Best Use	86
Sales Comparison Approach	87

Appraisal Addenda

Assumptions & Limiting Conditions	108
Qualifications of Appraiser	113
Conservation Easement (Draft)	117



CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge & belief:

- Paul Herrington, ARA, made a personal inspection of the appraised property which is the subject of this report and all comparable sales used in developing the opinion of value. **The effective date of this appraisal is May 18, 2023 which is also the date of inspection.**
- The statements of facts contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have no association with this customer in any lending or financial services relationship.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- No one else provided significant professional assistance to the persons signing this report.
- I have performed the following services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment: real estate appraisal.
- The analyses, opinions, and conclusions are not based on a minimum valuation, a specific valuation, or approval of a loan amount.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards for Professional Appraisal Practice (USPAP)* and the *American Society of Farm Managers & Rural Appraisers*.
- Past experience includes appraisals of this property type and purpose.
- As of the date of this report, Paul Herrington has completed the continuing education requirements of the State of New York and the *American Society of Farm Managers & Rural Appraisers*.

It is my opinion that the market value of the Subject Property, as of the effective date of appraisal (May 18, 2023) is:

\$ 1,800,000.00 – “as is”, with only typical encumbrances

\$ 1,218,000.00 – “as if encumbered” by a conservation easement

\$ 710,000.00 – “as if encumbered” by a conservation easement and a Preemptive Purchase Right

Respectfully Submitted on 6/27/2023:

Paul Herrington, ARA

NY Certified General Appraiser #46000049250, expires 9/21/24



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Parcel Identification:	Primrose Hill Farm
Type of Property:	Christmas Tree Farm
Property Address:	203 Fiddlers Bridge Road
Town/County/State:	Town of Clinton, Dutchess County, NY
Owners of Record:	Primrose Hill Farm Partners, LLC
Deed References:	1986/260 (see copy attached)
Date of Deed:	October 9, 1996 (and recorded November 6, 1996)
Ownership History:	The 1996 deed was an intrafamily transfer for -0- consideration. There have been no recent transfers or sale listings.
Tax Map Number:	6367-00-158739
Assessed Value:	\$ 1,292,000 (full market value as per the assessors is the same)
Property Summary:	106.4 acres as per the deed description. It is in 4 sections that are split by town roads, with the vast majority in one large block that includes all of the improvements. The majority of the property is wooded, with about 20% now used for Christmas trees or hay. There are areas of Federal (NWI) wetlands and NYS DEC wetlands, mainly on the east side of the largest section. These don't have all that much impact on value. There are no class A flood zones. Views are mostly of the subject itself, with area views to the north and west from the highest spot – these would be enhanced with clearing. Physical access is a bit limited overall. Improvements include an 1800s Colonial and several barns or garages, all on the west side of the largest block. There are two ponds and about 13 acres are enclosed by deer fencing.
Zoning:	AR5 (Very Low Density Agricultural Residential): this requires at least 5 acres per lot. "By right" uses include single family residences, plus agriculture and related uses and a few others. Part of the property is also subject to a Ridgeline Protection Area Overlay. This regulates structures on lands that are 500' or more above sea level. As per the zoning code these do not affect single family residences and agricultural uses.
Date of Value Estimate:	May 18, 2023 (The Date of Inspection)
Opinions of Market Value:	\$ 1,800,000.00 – “as is”, with only typical encumbrances \$ 1,218,000.00 – “as if encumbered” by a conservation easement \$ 710,000.00 – “as if encumbered” by a conservation easement and a Preemptive Purchase Right



SCOPE OF WORK FOR THE APPRAISAL

The Scope of Work section is intended to clarify key appraisal issues and to summarize the amount and type of information researched and the analysis applied in the assignment. Scope of Work includes, but is not limited to the following:

- The degree to which the property is inspected or identified;
- The extent of research into physical or economic factors that could affect the property;
- The extent of data research; and
- The type and extent of analysis applied to arrive at opinions or conclusions.*

Site and Improvement Descriptions – Paul Herrington inspected the subject property on May 18, 2023 and previously on June 7, 2021. At both times a walkover of the property was conducted, photographs were taken, and various maps were obtained and reviewed, including USDA-FSA & NRCS aerial maps.

Assessments, tax rates, tax maps, and the legal description were obtained from the Dutchess County Clerk's office in Poughkeepsie and/or from their public website. Zoning information was obtained from the Town of Clinton website.

Area and Neighborhood Analysis - The immediate area surrounding the subject property was inspected to determine the characteristics of the neighborhood. Demographic and other pertinent county information was obtained through various local and county sources.

Reporting Format - This is an Appraisal Report prepared in conformity to the *Uniform Standards of Professional Appraisal Practice (USPAP)*, with appraisal guidelines issued by NYS Department of Agriculture & Markets.

Valuation Analysis - A conservation easement is a partial interest in real property. In areas where easement programs are well established, there will frequently be an adequate number of comparable sales of conservation easements to support a direct market comparison. In the subject area the market for such easements is not established, with very few sales of purchased easements. The development rights interest is therefore valued indirectly through the "Before" and "After" method of appraisal. Under this method, the value of the property after imposition of the easement is deducted from the value of the property before imposition of the easement. The result is the indicated value of the partial interest. The valuation in this appraisal is the effect of the conservation easement on the subject property.

The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered in this assignment. The sales comparison approach was completed in both "before easement" and "after easement" scenarios. This approach was considered the only reliable indicator of value of the three approaches for this appraisal and therefore was the only one developed. The cost approach was not completed because the buildings are older and suffer from significant depreciation – the cost approach would not be relevant in this assignment.

* Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) 258.



SCOPE OF WORK FOR THE APPRAISAL...Cont'd.

Valuation Analysis (cont'd.) - An income approach was not completed even though this is an active farm and could be rented. Properties like the subject are highly dependent on the decisions and ability of the owner/operator and there is a lack of sales with rental information from which to develop a capitalization rate. Based on market evidence, the property has a value above its agricultural value, even with the easement in place. Accordingly, an income approach would not be meaningful in this assignment.

Market Data Analysis - Data on comparable sales was obtained by researching comparable properties in the subject market area, sold from 2020 to the effective date of this appraisal. All sales have been externally inspected during this or previous appraisal assignments. Transfer data was obtained via Farm Credit sales registers, local assessors, real estate brokers, multiple listing services, and the County Office of Real Property Services (ORPS). All sales were verified by public records and individuals or agencies familiar with the sale, when available.

The purpose of the field research was to collect market data to establish the feasibility and relative reliability of the approaches to value. Adequate sales for both the "before easement" and "after easement" values were available in the subject's Mid-Hudson Valley Regional area. All of the general and specific data collected for analysis in this appraisal assignment has been researched and verified prior to utilization in accordance with *USPAP*, and standards of the *American Society of Farm Managers and Rural Appraisers*.

Environmental Conditions - No environmental site assessment data was available for the subject property. During the inspection of the property, no significant environmental issues were noted.

The values estimated are predicated on the assumption that there is no detrimental environmental contamination on or in the property or in such proximity thereto that would cause a loss in value unless otherwise stated. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in that field, if certainty is desired. This report is subject to revision should any such contamination be shown to exist on or around the subject property.

Appraisal Contacts - Numerous parties or agencies were contacted as part of this appraisal assignment. Particulars on property sales and various maps were obtained from the County Office of Real Property Services. Several local realtors were contacted for real estate market information. Various county and regional sources provided economic, employment, and other factual data for the area & neighborhood analysis.



SCOPE OF WORK FOR THE APPRAISAL...Cont'd.

Competency Disclosure: - I have extensive experience in appraisal and analysis of a wide variety of agricultural, rural residential, conservation easement, and commercial properties in the general area of this appraisal assignment. I have been appraising properties similar to the subject property in the Hudson Valley Region for over 17 years.

I have had comprehensive educational training, and I'm currently a State Certified General Real Estate Appraiser in the State of New York. I also hold the ARA (Accredited Rural Appraiser) designation awarded by the *American Society of Farm Managers and Rural Appraisers*. *In 2014 I completed a comprehensive Appraising Conservation Easements training seminar and in 2016 I attended a seminar on IRS Conservation Easement Appraisal Rules.*

Given your appraiser's experience and education related to this appraisal assignment, no additional steps were considered necessary to comply with the competency requirements of USPAP and FIRREA.

Hypothetical Conditions/Extraordinary Assumptions – The opinion of value is predicated on the conservation easement (draft) document included in the Appraisal Appendix of this report. The subject property will be entirely encumbered by the easement. The notable features of the easement that have an effect on value are summarized as follows:

- The primary purpose of the easement is to conserve viable agricultural land by preventing the conversion of the property to non-farm uses. In achieving such prevention, the property shall be forever reserved for continued agricultural use.
- The property shall be used solely for agricultural, recreational, and forestry uses. Commercial uses of the property shall be limited to commercial agricultural use, commercial forestry use, and rural enterprises that are consistent with the purposes of the conservation easement. No institutional or industrial use of the property is permitted.
- The property will have two (2) Farmstead Areas, one encompassing the existing improvements and a smaller one to the south. One single family principal residence (now existing) and two accessory residences shall be permitted in the Farmstead Areas. The primary residence must have a footprint of 4,000 square feet or less. Accessory residences must have a footprint of 1,500 square feet or less. Accessory apartments are allowed in any permitted building in the Farmstead Areas. Customary appurtenant structures such as garages, sheds, swimming pools, etc., shall be contained within the Farmstead Areas. Farm Labor Housing is allowed in the Farmstead Areas with a maximum footprint of 1,500 square feet or less per unit. Agricultural structures are allowed in the Farmstead Areas, and in the Farm Area subject to Impervious Surface coverage limits.
- Two cabins are allowed in the Farmstead Areas for short-term rental, each with a maximum footprint of 500 square feet or less.
- There shall be no surface or subsurface mining or quarrying on the property.
- No subdivision of the property is permitted, other than for minor lot line adjustments which do not create additional building lots.



DEFINITIONS & TERMINOLOGY

Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ¹

USPAP is the acronym commonly used to refer to “The Uniform Standards of Professional Appraisal Practice”. These are the federally regulated standards which appraisers must adhere to regarding all facets of the appraisal process.

Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at the estimated market value on the effective date of the appraisal. Exposure time is always assumed to precede the effective date of the appraisal. As part of the appraisal analysis the reasonable exposure time for the subject property is estimated to be 6-9 months.

Marketing time is an estimate of the amount of time it takes to sell a property interest at the estimated market value conclusion during the period after the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of the date of sale. It is inappropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser has considered market factors external to this appraisal report. As part of the appraisal analysis the reasonable marketing time for the subject property is estimated to be 6-9 months.

¹ The Appraisal of Real Estate, Appraisal Institute, Eleventh Edition, Page 23.



Appraisal Terms:

Bundle of rights theory: "The concept that compares property ownership to a bundle of sticks with each stick representing a distinct and separate right of the property owner, e.g., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights."²

Extraordinary assumption: "An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis."³ An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

Fee simple estate: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."⁴

Hypothetical condition: "A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."⁵ A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

Jurisdictional Exception, a provision in USPAP, is defined as: "An assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment. (USPAP, 2006 ed.)."⁶ The Jurisdictional Exception Rule of USPAP states that only the "part of USPAP that is contrary to law or public policy is to be void and of no force or effect in that jurisdiction."

² Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) page 37.

³ USPAP, 2020-2021 Edition (c. The Appraisal Foundation), page 4.

⁴ Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) page 113.

⁵ USPAP, 2020-2021 Edition (c. The Appraisal Foundation), page 4.

⁶ Appraisal Institute, Dictionary of Real Estate Appraisal, Fourth Edition (Chicago: Appraisal Institute, 2002) page 154.



SUMMARY OF APPRAISAL PROBLEMS

This section identifies the specific appraisal problems that have been encountered by the appraiser. Some of these problems have already been identified in the “Scope of Work” section. Considering the type of property involved, the number of appraisal problems is relatively limited, summarized as follows:

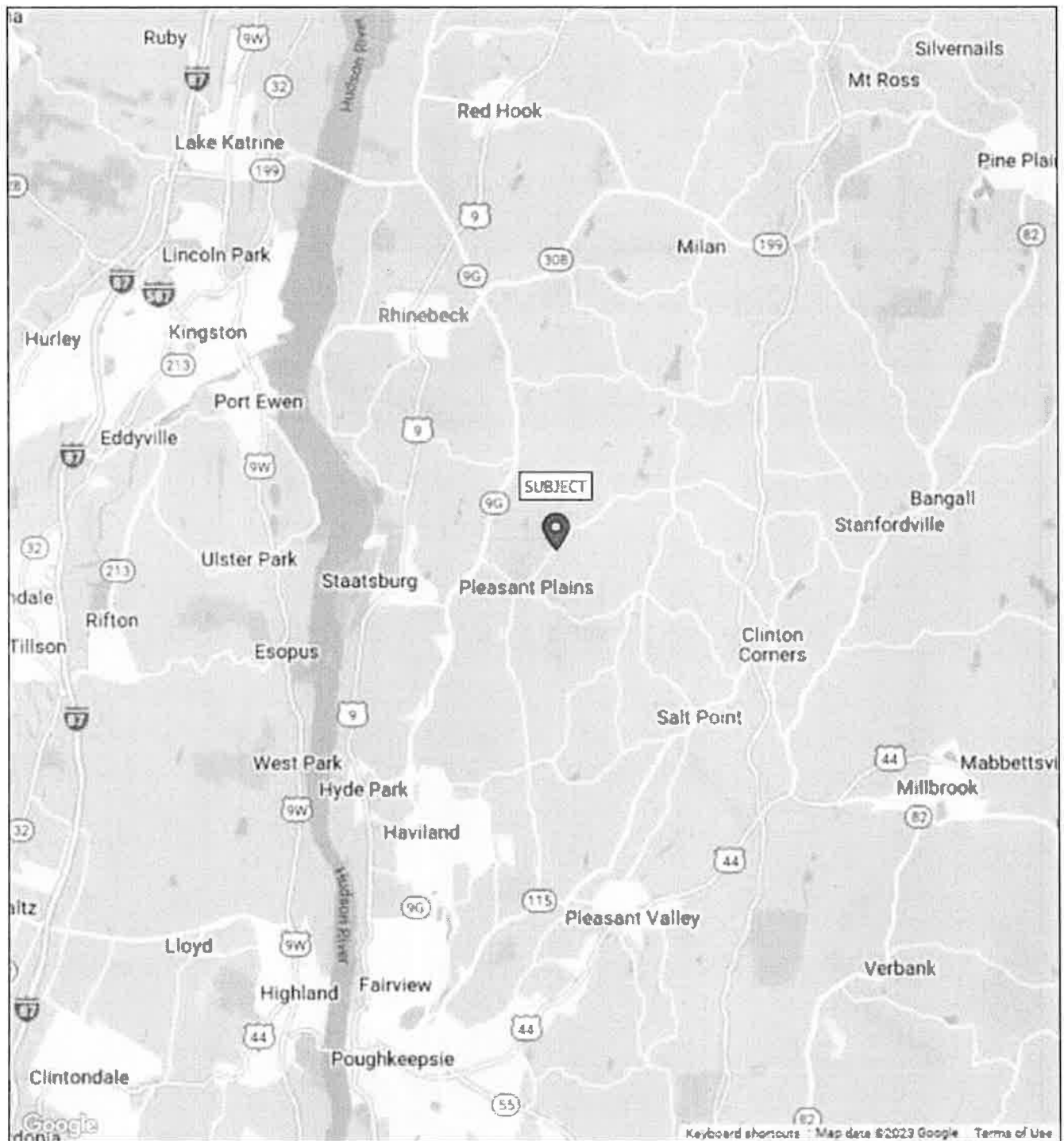
- Analysis of the subject’s neighborhood
- Determination of highest and best use
- Research for the most applicable comparable sales
- Analysis of significant differences between the comparable sales and the subject property
- Arriving at the final opinion of value



PROPERTY DESCRIPTION

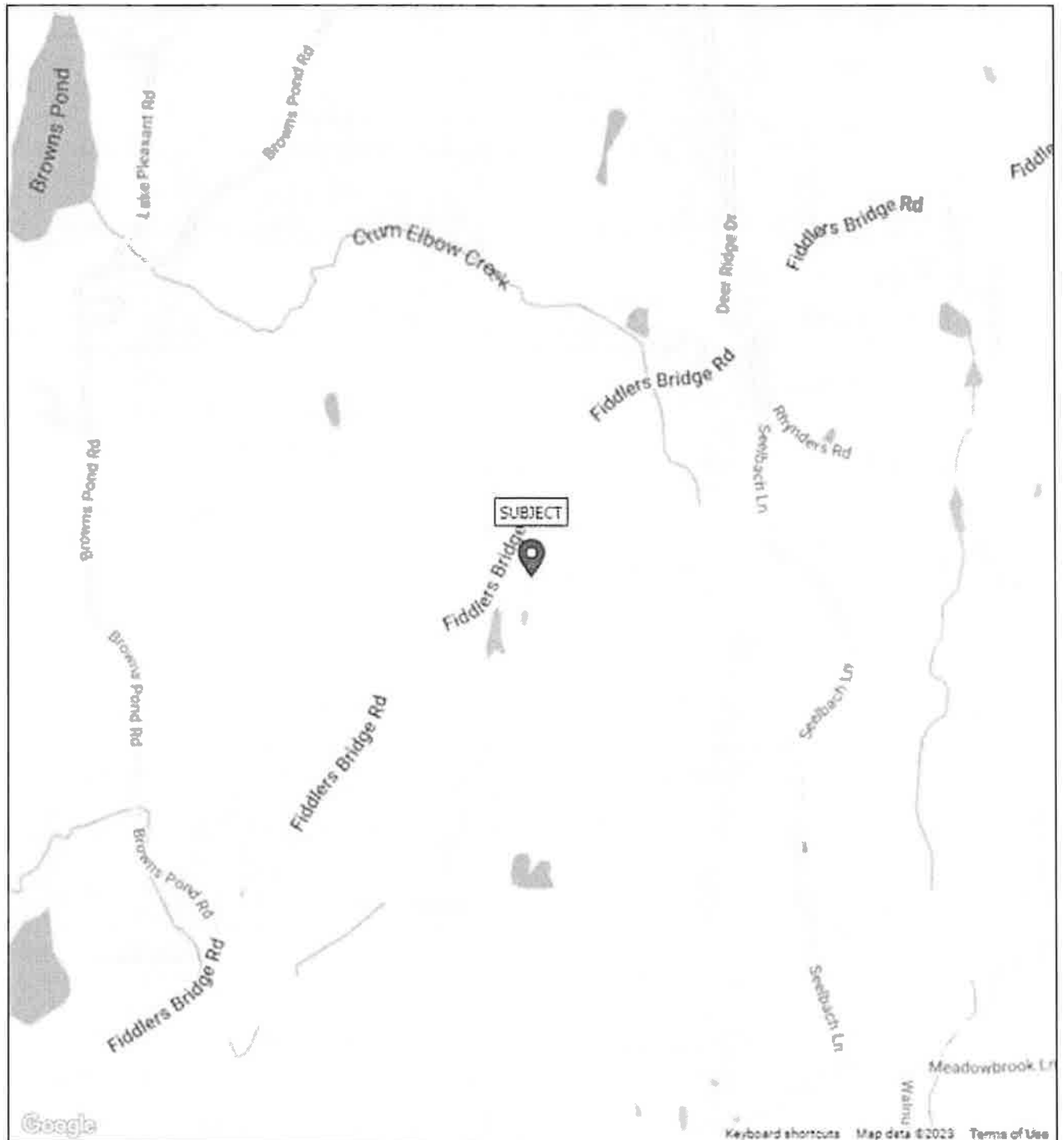


REGIONAL LOCATION MAP



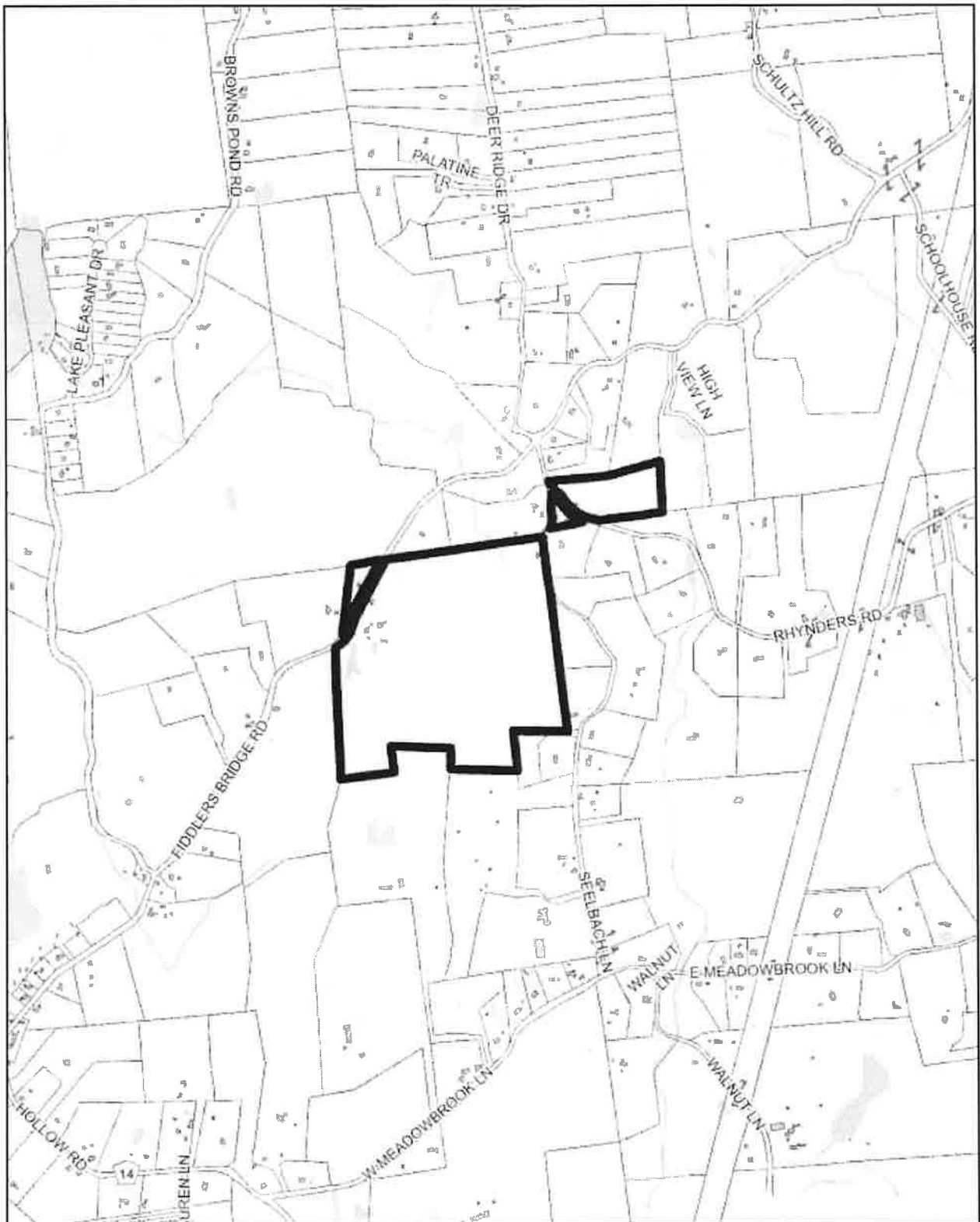


NEIGHBORHOOD LOCATION MAP





TAX MAP OF PROPERTY





SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



Looking N on Fiddlers Bridge Road with the subject on both sides and farmstead on the right



Looking E from Fiddlers Bridge Road at the main subject driveway



Looking S from the main driveway at the larger pond



Looking N at the long narrow field on the W side of the main block



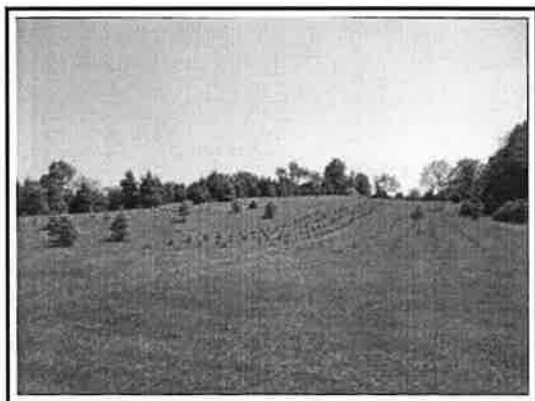
Looking S at the field in the SW corner of the main block



Looking S at the other field in the SW corner of the main block



SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



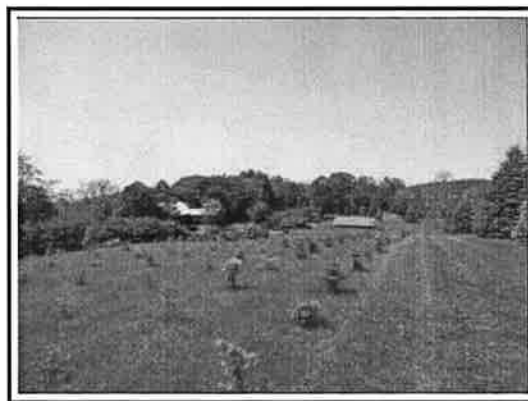
Looking S from near the solar panels



Looking N from near the solar panels



Looking E from near the solar panels



Looking NE from near the center of the main block



Looking SE from near the center of the main block



Looking N from near the center of the main block



SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



Looking S at a field that is just outside of the fenced area



Looking N at a field that is just outside of the fenced area



Looking S on Seelbach Lane with the small triangular section on the left



Looking S on Seelbach Lane with the main section on the right



Looking NW on Rhynders Road with the subject on both sides



DEED INFORMATION/HISTORY OF PROPERTY

Owners of Record

Primrose Hill Farm Partners, LLC

Liber / Page

1986/260

Date of Deed

10/9/1996

The property was acquired in the above deed and there have been no recent transfers. A copy of the deed follows this page.

The property has been in use as a Christmas tree farm for a number of years. Based on the style and appearance of the buildings, it may have been a dairy farm at one point.

TAX ASSESSMENT INFORMATION

<u>Tax Map S/B/L</u>	<u>Acres</u>	<u>Assessment Land</u>	<u>Assessment Total</u>	<u>Full Value Assessment</u>	<u>Taxable Value</u>	<u>2022/23 Taxes</u>
6367-00-158739	108.7	\$ 806,300	\$ 1,158,000	\$ 1,158,000	\$ 535,869	\$ 13,951

The Town of Clinton has a 2023 equalization rate of 100.0%. The equalization rate is a statistical determination by the State Board of Real Property Services of the average level of assessment in an assessing unit. It is simply a statement of the average percentage of full value at which assessments have been set by the assessor, based on the State Board's valuation date. For a simple example, if a town assessed a parcel for \$10,000 and the equalization rate was 50%, the full value would be \$20,000. Therefore, the full assessed value of the property is \$1,450,000. Based on this appraisal, the market value of the subject property is above the assessed value.

The property is in an Agricultural District and benefits from an agricultural assessment. With this if the property is converted to a use other than for agriculture, a penalty is imposed and roll back taxes are due. The property also benefits from a forestry exemption. The taxes shown above are based on the agricultural assessment and the forestry exemption, reflected in the taxable value.

The subject property is in the Hyde Park School District and West Clinton Fire District.

PROPERTY LISTINGS & FIXTURES VALUED

To the best of my knowledge, the subject property is not currently listed for sale.

No specific fixtures are included for value in this appraisal.



SUBJECT DEED



DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

HERMAN H TIETJEN ESQ
60 EAST MARKET STREET
P.O. BOX 201
RHINEBECK NY 12572-0201

RECORDED: 11/06/96

AT: 13:58:42

COUNTY CLERK: #7839

RECEIVED FROM: HERMAN TIETJEN

GRANTOR: SCHOCH VIOLA P
GRANTEE: PRIMROSE HILL FARM PARTNERS LLC

RECORDED IN: DEED
INSTRUMENT TYPE:

TAX
DISTRICT: CLINTON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 66.00 NUMBER OF PAGES: 8

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMEER: #002003

E & A FORM: Y

TP-584: Y

COUNTY CLERK BY: JJF /
RECEIPT NO: R55143
BATCH RECORD: C00239

WILLIAM L. PAROLI, JR.
County Clerk





SUBJECT DEED

N.Y. Deed - Covenant against grantor and lien covenant

THIS INDENTURE, made on October 9, 1996.

BETWEEN VIOLA P. SCHOCH, residing at Fiddlers Bridge Road,
R.R. 1, Box 335, Staatsburg, NY 12580

party of the first part, and

PRIMROSE HILL FARM PARTNERS, LLC, a limited liability
corporation organized and existing under the laws of the State of
New York, and having its principal place of business at Fiddlers
Bridge Road, R.R. 1, Box 335, Staatsburg, NY 12580,

party of the second part,

WITNESSETH that the party of the first part, in consideration
of ONE (\$1.00) DOLLAR, actual consideration, lawful money of the
United States, and other good and valuable consideration paid by
the party of the second part, does hereby grant and release unto
the party of the second part, and said party of the second part's
heirs, successors and assigns forever.

ALL THAT CERTAIN PIECE OR PARCEL OF WOOD LAND situate in the
Town of Clinton, Dutchess County, New York, bounded and described
as follows:

BEGINNING at a heap of stones on a rock at the corner of the
700-acre lot and at an angle of Albert Cookingham farm and
running thence along the said Albert's line North 57° West 4
chains 79 links to a stake; thence North 2° 30' East 8 chains 20
links to a stake and stones at the southwest corner of a farm
owned by Abraham LeRoy; thence North 78° 45' East 5 chains 42
links to a heap of stones on said LeRoy's south line; thence
South 5° West 11 chains 90 links to the place of beginning,
containing four acres two rods and twenty-four perches be the
same more or less.

AND ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate,
lying and being in the Town of Clinton, County of Dutchess and
State of New York, and bounded and described as follows:
BEGINNING at a stake and stones standing on the east side of the
road that leads from Wittenburgh to lands formerly owned by Henry
Sleight; thence North eighty-five degrees East seven chains and
seventy-four links to a stake and stones; thence North nine
degrees and thirty minutes East six chains and fifty links to a
stake and stones; thence South eighty-five degrees West nine
chains to the aforesaid road to a stake and stones; thence South



SUBJECT DEED

along the said road to the place of beginning, containing five acres of land, be the same, more or less.

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Clinton, County of Dutchess and State of New York, bounded and described as follows: BEGINNING at the Northwest corner of the lot hereby conveyed at a rock oak tree and runs thence North eighty-one degrees thirty minutes, East seven chains ninety-four links to a stone set in the West side of a ditch; thence South six degrees thirty minutes West seven chains sixty three links to the buttment of a wall in John Dederick's North line; thence along said Dederick's North line North eighty-eight degrees thirty minutes West nine chains thirteen links to the southwest corner of Michael Cookingham's lot; thence along the east line of said lot North nineteen degrees thirty minutes East six chains fifty links to the place of beginning, containing five acres and three rods of land be the same more or less.

ALSO, ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND situate in the Town, County and State aforesaid and bounded and described as follows: BEGINNING at the southeast corner of the same and at the northeast corner of Frederick C. Filkins' farm at a stake and stones, and runs thence North 81 degrees 30' West 7 chains and 99 links to a stake and stones near a sapling marked; thence South 01 degree East 6 chains and 8 links to a walnut tree marked; thence North 81 degrees and 30 minutes West 10 chains and 7 links to a stake and stones; thence North 6 degrees and 45 minutes East 3 chains and 12 links to the junction of two walls; thence North 81 degrees and 30 minutes West 8 chains and 83 links to the junction of two walls; thence North 30 minutes West 8 chains and 54 links to the junction of two walls; thence North 86 degrees West 6 chains and 35 links to the junction of two walls; thence North 10 degrees and 15 minutes East 17 chains and 5 links to the junction of two fences; thence North 88 degrees and 15 minutes East 29 chains and 10 links to a stake and stone in the road; thence South 01 degrees and 15 minutes East 28 chains and 86 links to the place of beginning, containing 84 acres, 2 rods and 18 perches of land, be the same more or less.

ALSO, ALL THAT CERTAIN FARM OF LAND in the Town of Clinton in said County of which Joseph LeRoy deceased, died seized, bounded and described as follows, viz.: BEGINNING at a large chestnut tree standing in the south line of the farm owned by Abraham LeRoy known as the William Frost farm and running thence as the magnetic needle now points North 88 degrees East 11 chains to the junction of two walls; thence North 88 degrees and 30 minutes East 6 chains and 23 links to the junction of two walls; thence South 10 degrees and 15 minutes West 17 chains and 5 links to the junction of two walls; thence South 85 degrees East 6 chains and 35 links to a chestnut tree; thence South 30 minutes



SUBJECT DEED

East 13 chains and 68 links to the junction of two walls; thence South 89 degrees West 23 chains and 95 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and 61 links to a point two and one-half feet southwest of the North barpost; thence North 24 degrees and 45 minutes East 11 chains and 69 links to a stone heap on a ledge of rocks; thence North 57 degrees West 4 chains and 79 links to a stake driven into the earth; thence North 01 degree and 45 minutes West 8 chains and 20 links to a stake and stones; thence North 78 degrees and 45 minutes East 23 chains and 76 links along a line of marked trees to a stake and stones; thence North 72 degrees East 54 links to the place of beginning, containing 115 acres 3 rods and 31 perches of land. Excepting therefrom, however, that portion of said above described premises which were conveyed by Michael Cookingham and Abigail, his wife, to Edmund Sheriger by deed dated April 17, 1854, and recorded in the Dutchess County Clerk's Office on the 2nd day of May, 1854, in Liber 101 of Deeds at page 515, which said premises are therein described as follows: All that certain piece parcel or lot of land situate in the Town, County and State aforesaid and bounded and described as follows, to wit: BEGINNING at a heap of stones on a rock at the southeast corner of wood lot sold about one year ago by the said Michael Cookingham to Philip D. Cookingham and running thence along the east line of said wood lot North 5 degrees East 11 chains and 90 links to a stake and stones on the south line of a farm owned by Abraham LeRoy; thence along said line North 78 degrees and 45 minutes East 5 chains and 70 links to a stake and stones; thence South 36 degrees and 30 minutes East 9 chains and 41 links to a bolt driven in a rock; thence North 88 degrees East 8 chains and 60 links to the junction of two walls; thence North 06 degrees West 09 chains and 96 links to a chestnut tree on said LeRoy's South line; thence North 88 degrees East 11 chains; thence North 88 degrees and 30 minutes East 06 chains and 23 links to a junction of two fences; thence South 10 degrees and 15 minutes West 11 chains and 62 links to the middle of the road leading from the said Cookingham's to Hyde Park; thence along the middle of the same South 76 degrees West 01 chain 11 links; thence South 04 degrees and 30 minutes, West 19 chains and 44 links to A.S. Lert's North line; thence South 89 degrees West 16 chains and 20 links to a stone set in the earth; thence North 77 degrees and 30 minutes West 21 chains and sixty links to a stake and stones; thence North 24 degrees and 45 minutes East 11 chains and 69 links to the place of beginning, containing 91 acres and 33 perches of land, be the same more or less, the said Michael Cookingham having reserved to himself, his heirs and assigns, a right of way to and from a wood lot owned by the said Michael Cookingham adjoining the farm of the said LeRoy for the purpose of drawing wood and timber from the same.



SUBJECT DEED

This conveyance is made subject to any and all covenants, easements, conditions and restrictions of record.

BEING THE SAME AND ENTIRE PREMISES conveyed by deed of Emil H. Schoch and Viola P. Schoch to Viola P. Schoch dated December 4, 1986, and recorded in the Dutchess County Clerk's Office on January 21, 1987, in Liber 1734 of Deeds at page 878.

SEE, ALSO, a more recent description of the premises conveyed herein, attached hereto as Schedule A, and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, said party of the second part's heirs, successors and assigns forever.

AND the party of the first part covenants that said party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

AND that in compliance with Section 13 of the New York Lien Law, the grantors will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

IN WITNESS WHEREOF, the party of the first part has hereunto set hand and seal the day and year first above written.

IN THE PRESENCE OF:

Viola P. Schoch
VIOLA P. SCHOCH



SUBJECT DEED

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

On this 9th day of October, 1996, before me personally appeared VIOLA P. SCEDCH, ("Subscriber") to me personally known and known to me to be the same person(s) described in and who executed the within Instrument, and said Subscriber acknowledged to me that said Subscriber executed the same.

Elizabeth L. Lynch
Notary Public

RECORD AND RETURN TO:

HERMAN H. TIETJEN, ESQ.
60 East Market Street
P.O. Box 201
Rhinebeck, NY 12572-0201

ELIZABETH L. LYNCH
Notary Public, State of New York
Qualified in Dutchess County 9/6
Commission Expires Oct 17, 1996

cl:schedded.doc

5-052-50004



SUBJECT DEED

Schedule "A" (2 pages)

All that parcel of land situate in the Town of Clinton, County of Dutchess and the State of New York, bounded and described as follows:

Beginning at a point at or near the center of Fiddlers Bridge Road said point marking the Westerly line of the herein described parcel and the Easterly line of lands now or formerly Miller (see F.M. # 6946), running thence Easterly North 76°-26'-00" East 78.85 feet to a point in range with a stonewall on the Northerly side of Fiddlers Bridge Road, running the Northerly and crossing said road and running along a stonewall in part and along the Easterly line of said Miller North 18°-47'-53" East 346.64 feet, North 17°-58'-20" East 114.42 feet, North 16°-55'-50" East 162.49 feet, North 15°-50'-50" East 125.90 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of lands now or formerly Walsh, running thence along the same in part and along the Southerly line of lands now or formerly Leigh and along the Southerly line of lands now or formerly Mayer and along stonewall and or wire fence, North 78°-18'-00" East 6.00 feet, South 83°-34'-00" East 219.00 feet, South 84°-26'-00" East 61.60 feet, South 88°-19'-00" East 33.70 thence crossing the aforementioned Fiddlers Bridge Road, South 80°-02'-40" East 69.65 feet, South 85°-48'-25" East 103.37 feet, South 83°-45'-55" East 255.19 feet, South 83°-20'-15" East 231.49 feet, South 85°-20'-25" East 49.25 feet, South 84°-59'-20" East 242.37 feet, South 84°-28'-50" East 187.56 feet, South 82°-48'-50" East 162.37 feet and South 84°-53'-50" East 300.05 feet to wall corner marking the Easterly line of the herein described parcel and the Westerly line of lot 12 P.M. # 7402, running thence Southerly along the same and along the Westerly line of Seelbach Lane in part, South 07°-04'-50" West 70.64 feet, South 06°-04'-35" West 308.81 feet, South 06°-12'-30" West 174.15 feet, South 09°-10'-40" West 71.49 feet, South 04°-02'-55" West 26.59 feet, South 08°-08'-05" West 420.36 feet, South 06°-22'-55" West 108.35 feet and South 04°-55'-50" West 49.58 feet to a point marking the Westerly line of lot 11 P.M. # 7402, running thence along the same and along a stonewall South 08°-42'-10" West 105.10 feet, South 05°-07'-55" West 327.00 feet, South 08°-09'-30" West 142.51 feet and South 01°-50'-05" West 41.39 feet to a point marking the Northerly line of lot 1 P.M. # 7783, running thence along the Northerly and Westerly line of said lot 1 North 74°-47'-58" West 523.74 feet and South 07°-50'-02" West 404.10 feet to a point marking the Northerly line of lands now or formerly Seelbach, see F.M. # 7783, running thence along the same and along a stonewall, North 71°-08'-35" West 119.39 feet, North 73°-45'-35" West 145.18 feet, North 75°-24'-31" West 139.83 feet, North 75°-18'-23" West 105.17 feet, North 72°-55'-37" West 105.58 feet and North 69°-21'-28" West 43.08 feet to a wall corner marking the Northerly line of the aforementioned Miller see F.M. # 6946, running thence along the same and along a stonewall.



SUBJECT DEED

North 15°-01'-00" East 69.88 feet, North 13°-39'-40" East 130.91 feet, North 74°-17'-00" West 205.70 feet, North 73°-23'-00" West 318.40 feet, North 75°-00'-50" West 59.44 feet, South 06°-42'-00" West 151.74 feet, South 07°-49'-50" West 106.49 feet, North 83°-27'-56" West 515.07 feet, North 11°-15'-00" East 327.80 feet, North 12°-12'-00" East 143.60 feet, North 11°-20'-00" East 437.70 feet and North 11°-43'-00" East 273.83 feet and North 10°-19'-40" East 113.00 feet to the point or place of beginning.

Containing 96.358 acres of land more or less.

Also all that parcel of land known as the "Woodlot" bounded and described as follows:

Beginning at a point marking the Northeast corner of the herein described parcel the Northwesterly corner of lands now or formerly Miller (liber 1432, page 378 parcel 2) and the Southerly line of lands now or formerly Walsh, running thence Southerly along the Westerly line of lands now or former of said Miller and along a stonewall in part South 02°-16'-35" West 346.40 feet, South 03°-19'-00" West 50.80 feet, South 04°-02'-00" East 48.60 feet, South 01°-05'-00" West 149.00 feet, and South 04°-02'-00" East 62.30 feet to a point marking the Southeast corner of the herein described parcel and the Northerly line of the aforementioned Miller, running thence along the same and along a stonewall North 83°-37'-00" West 168.50 feet, South 83°-10'-00" West 217.20 feet and South 81°-31'-00" West 73.20 feet to a wall corner marking the Westerly line of the herein described parcel, running thence along said stonewall, North 32°-50'-00" West 37.00 feet, North 57°-00'-00" West 80.90 feet, North 47°-10'-00" West 28.70 feet, North 31°-00'-00" West 48.00 feet, North 61°-52'-00" West 21.80 feet, North 31°-25'-00" West 226.80 feet, North 29°-38'-00" West 226.80 feet and North 25°-11'-30" West 75.39 feet to a wall corner marking the Northerly line of the herein described parcel and the Southerly line of the aforementioned Walsh, running thence along the same and along a stonewall, North 85°-50'-35" East 246.54 feet, North 87°-05'-40" East 195.91 feet, North 83°-49'-20" East 127.80 feet, North 85°-23'-20" East 157.68 feet, North 86°-29'-50" East 68.77 feet, North 81°-03'-50" East 67.75 feet and North 88°-10'-50" East 21.22 feet to the point or place of beginning.

Containing 10.042 acres of land more or less.



SITE DESCRIPTION

LOCATION/FRONTAGE: The property is located on the east and west sides of Fiddlers Bridge Road, Seelbach Lane, and Rhynders Road. These are town maintained, part paved and part gravel. The roads divide the property into one large section and three smaller sections. Each frontage section is uninterrupted and physical access is good on the smaller sections but somewhat limited on the larger one. Sight visibility is average to good and access is either at grade or slightly above or below grade.

ACREAGE/LAND USE: The property appraised is 105.95, more or less, based on the attached survey map. It includes all of one tax parcel (6367-00-158739).

Land use is based on USDA aerial maps, county maps, and an inspection of the property. The land is a mix of fields, meadow, woods, brush, wetlands and building sites. The open land in fields is estimated at 23 acres. Most of this is planted to Christmas trees, with some in hay, pasture, or fallow areas. The open land and farmstead acreage represent the better quality land on the property. The three small sections are all woods and the woods are scattered throughout the large section.

TOPOGRAPHY/VIEWS: Topography varies throughout, typical of the area. Most of the property is rolling to sloping, with no excessively steep areas noted. There are some nice area views from the high spot in the large section, which would be enhanced with some clearing.

EASEMENTS/ENCROACHMENTS: There are typical utility lines along the roads. Based on a review of the deed, survey notes and a site inspection, no other easements or encroachments were evident that would affect the value.

WETLANDS/FLOOD ZONE: There are nine acres of Federal (NWI) wetlands and about the same amount of NYS DEC wetlands, with most of these in the northeast corner of the large section. There are no flood zones, according to FEMA flood map 36027C0342E, dated May 2, 2012. Please see the wetland and flood maps in this report.

SOILS: The soils are taken from the USDA Soil Survey of Dutchess County, NY. There are numerous soil types on the subject property, identified by name and capability class on page 28. Capability class is a measure of the productivity & suitability of the soil for agricultural and non-agricultural uses. Soil ratings range from Class I to Class VIII, with Class I soils having few limitations that restrict use, and Class VIII having limitations that nearly preclude their use for crop production and/or residential development.

74% of the soils are Dutchess-Cardigan complex – these are shallow, rocky and well drained. 47% are rolling/class III, 14% are undulating/II and 13% are hilly/IV. 17% are deep and poorly drained Sun silt loam (level/IV). The balance is shallow, very rocky and somewhat excessively drained Nassau-Cardigan complex (rolling/VI). **14% of the soils are classified as Prime Farmland (Class I & II) and another 47% are Soils of Statewide Importance (Class III).**



SITE DESCRIPTION...Cont'd.

The biggest limitations on use for most of the property are slope and shallow depth to bedrock, with the poorly drained soils having very limited utility. These are fair to average quality soils overall, with similar utility for agricultural or residential uses.

UTILITY/AMENITIES: The overall utility of the property ranges from fair to good. There are fair to average quality soils overall, a nice pond, and some area views available. The biggest limitations for residential development are the somewhat limited road frontage on the largest section. Based on the overall land features, a variety of agricultural, residential and/or recreational uses appear to be suitable uses of the property.

ZONING: AR5 (Very Low Density Agricultural Residential): this requires at least 5 acres per lot. "By right" uses include single family residences, plus agriculture and related uses and a few others. Part of the property is also subject to a Ridgeline Protection Area Overlay. This regulates structures on lands that are 500' or more above sea level. As per the zoning code these do not affect single family residences and agricultural uses. A number of other uses are allowed with site plan review and a special permit. The subject conforms to the current zoning.

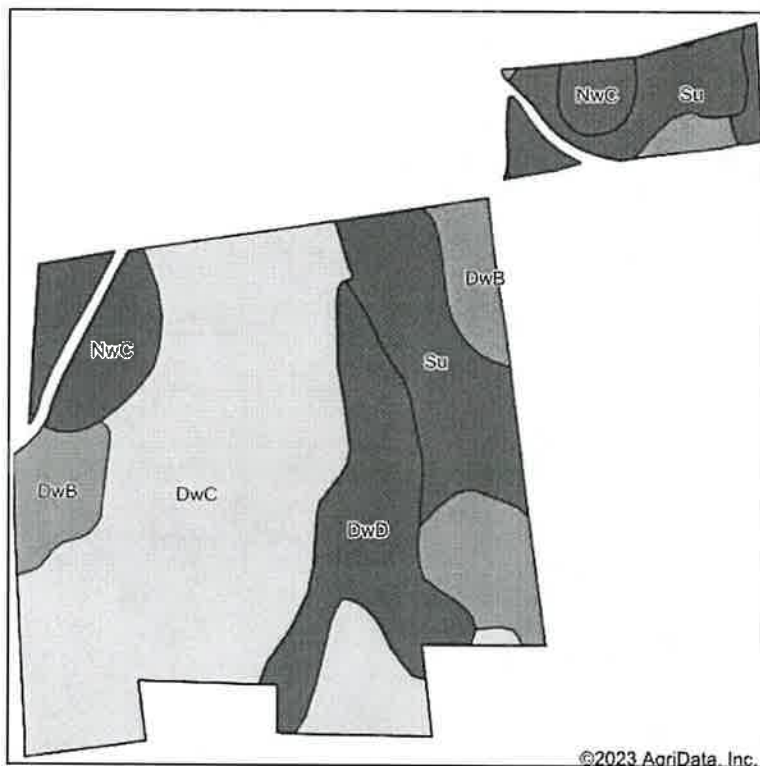


AERIAL MAP





SOILS MAP



Soils data provided by USDA and NRCS.

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State: **New York**
 County: **Dutchess**
 Location: **41° 51' 32.37, -73° 50' 54.88**
 Township: **Clinton**
 Acres: **105.95**
 Date: **6/14/2023**



FARM CREDIT EAST

Maps Provided By:



surety
 CUSTOMIZED ONLINE MAPPING

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Area Symbol: NY027, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Water Table	Restrictive Layer	Soil Drainage	Non-Irr Class *c
DwC	Dutchess-Cardigan complex, rolling, rocky	49.74	46.9%		> 6.5ft.	2.5ft. (Lithic bedrock)	Well drained	Ile
Su	Sun silt loam	17.98	17.0%		0ft.	> 6.5ft.	Poorly drained	IVw
DwB	Dutchess-Cardigan complex, undulating, rocky	14.33	13.5%		> 6.5ft.	2.5ft. (Lithic bedrock)	Well drained	Ile
DwD	Dutchess-Cardigan complex, hilly, rocky	13.92	13.1%		> 6.5ft.	2.5ft. (Lithic bedrock)	Well drained	Ive
NwC	Nassau-Cardigan complex, rolling, very rocky	9.98	9.4%		> 6.5ft.	1.3ft. (Lithic bedrock)	Somewhat excessively drained	VIIs
Weighted Average								3.45

*c: Using Capabilities Class Dominant Condition Aggregation Method

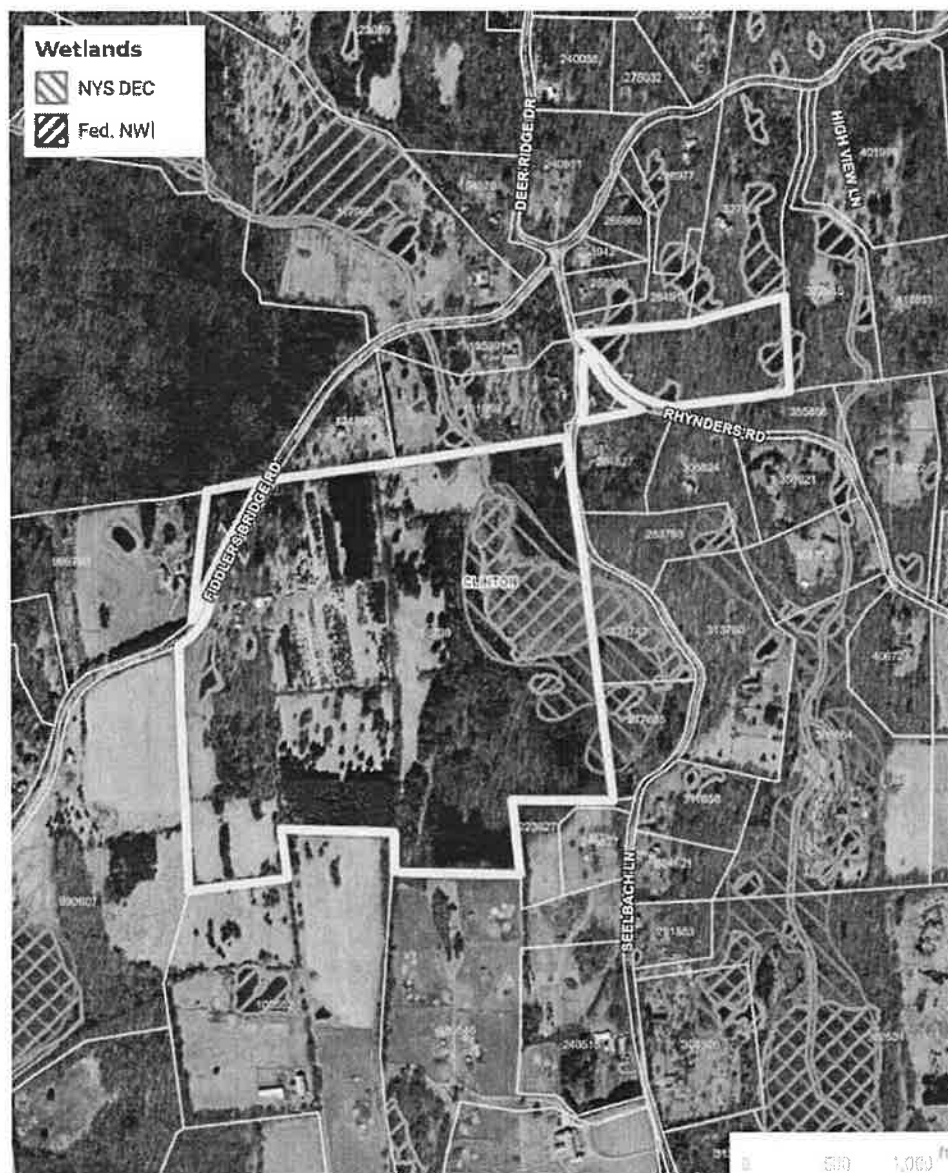


TOPOGRAPHIC MAP





WETLANDS MAP





FEMA FLOOD MAP





BUILDING COMMENTS

The property is improved with one dwelling, four barns, and various site improvements. The house is an 1850s Colonial. Downstairs rooms include an entry area, kitchen, dining room, living room, parlor, sitting room, laundry, and full bath. Flooring is mostly wood, with tile in the laundry room and sheet vinyl in the kitchen and bath. There is a wood stove in the parlor and the kitchen is not typical for a house of this age and size. Upstairs there are three bedrooms and a sewing room with wood floors, and a full bath with sheet vinyl. The full basement has a stone foundation and some dampness. Heat is from a heat pump, with oil hot air as a backup. The owner indicates that the house does not have much insulation. There is an asphalt shingle roof, a small deck on the east side, and covered entry porches on the west and south sides. The siding is wood which needs repainting in several spots. The house is structurally sound and sits back nicely from the road, but the exterior appearance and atypical kitchen would probably deter some buyers. This has been rented in the not-too-distant past for \$3,000/month.

Near the house is a garage that was originally a carriage barn. This is of post and beam construction with a stone foundation, wood siding and a metal roof. There is a second floor for additional storage and it's built into a hillside so there is a lower level (which is open to the east. Condition and utility are average.

By all appearances the largest barn was originally a "bank style" dairy barn. It's now used for storage and features post and beam construction, a stone foundation, wood siding and metal roof. Condition is average, utility is fair.

The smallest barn is referred to as the "wood barn". This features "bank style" post and beam construction, with wood siding and a metal roof. Condition and utility are fair.

The other barn is a former chicken barn that has been converted into a wood shop. This is of wood frame construction on a concrete slab, with novelty siding and an asphalt shingle roof. Condition is average, utility is good.

Site improvements include a solar array, fencing around about 13 acres, utilities, and gravel driveways.



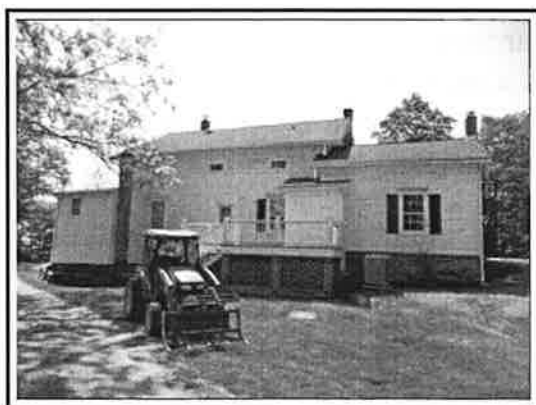
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



W (front) side of house



N end of house



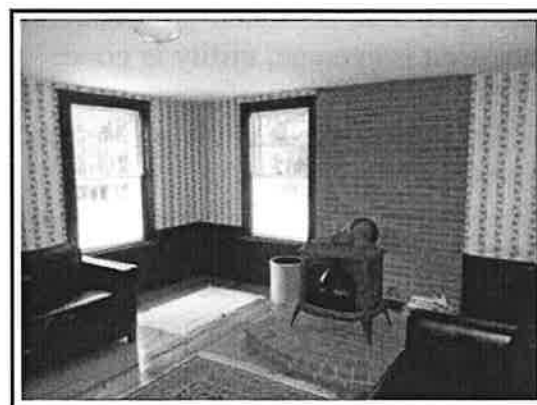
E side of house



S end of house



Kitchen



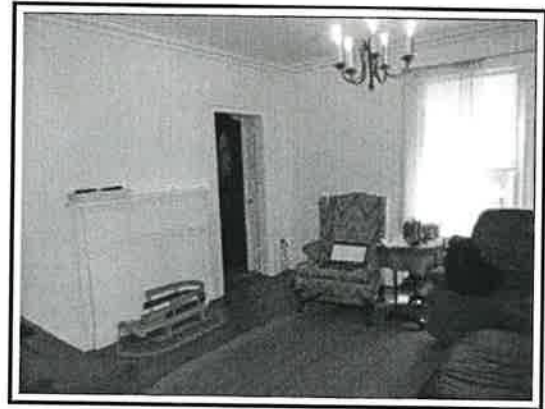
Parlor



SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



Dining room



Living room



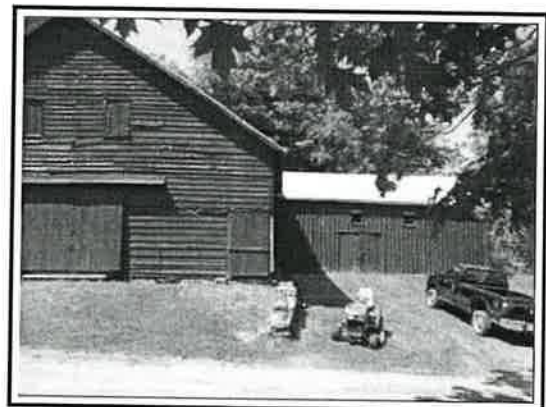
W side of Carriage Barn



E side of Carriage Barn



Carriage Barn interior, 1st floor



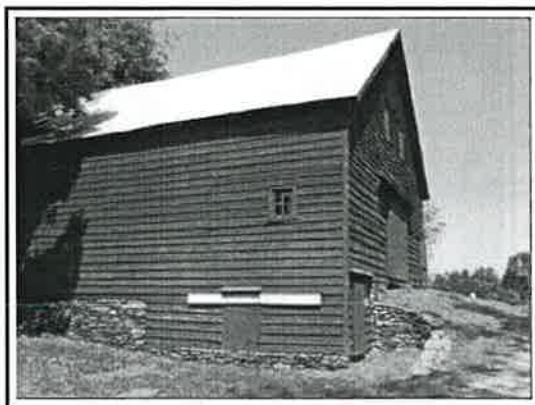
S side of Old Dairy Barn



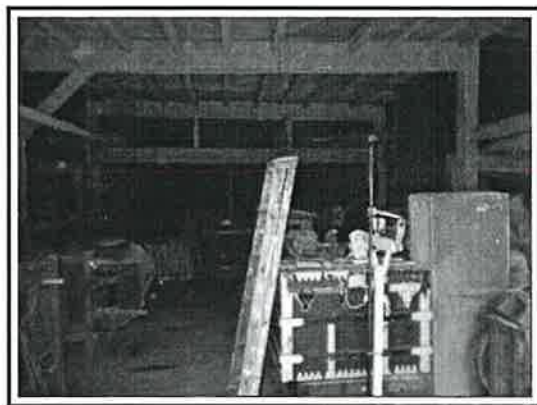
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



E end of Old Dairy Barn



W end of Old Dairy Barn



Interior of Old Dairy Barn



W end and N side of Chicken Barn



W end and S side of Chicken Barn



Interior of Chicken Barn



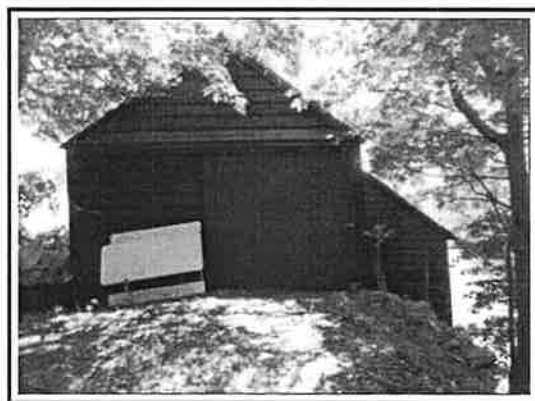
SUBJECT PHOTOGRAPHS (TAKEN 5/18/2023)



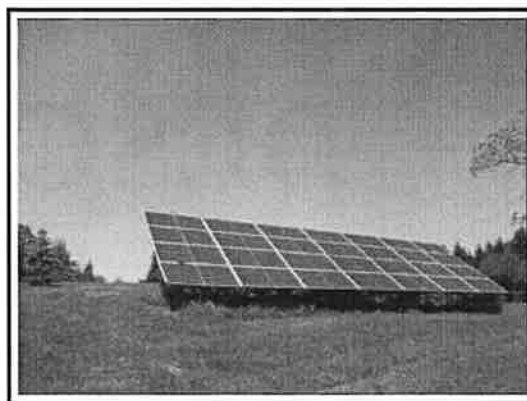
E and S sides of Wood Barn



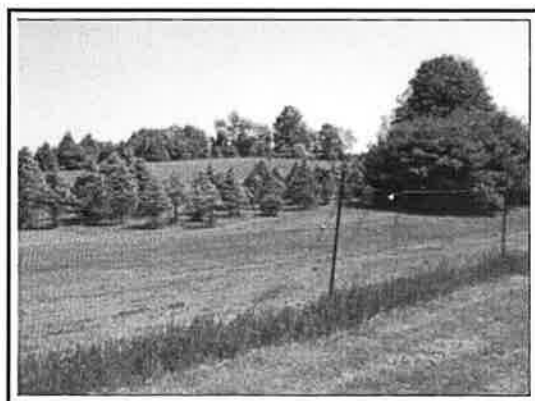
W side of Wood Barn



N side of Wood Barn



Solar panels



Typical deer fencing



AREA & NEIGHBORHOOD DESCRIPTION



AREA ANALYSIS

The regional area for the subject property is defined as the Mid-Hudson Valley Region of New York State, specifically Dutchess County.

Dutchess County is located in the center of the Mid-Hudson Region, between New York City and Albany. It is bordered by the Hudson River on the west, Columbia County on the north, Putnam County on the south, and the state of Connecticut on the east. The county is located from 50 to 90 miles north of NYC, south to north respectively. Much of the southern portion of the county is considered to be a bedroom or commuting area for the Metro-New York City Region. The reason for this is the lower housing costs than those found in the neighboring counties of Westchester and Putnam to the south, and Fairfield County in lower Connecticut to the east. Additionally, there is commuter railway service from various parts of the county.

Residential growth has been quite variable in the Town of Clinton and this is typical of the rural parts of Dutchess County. The 2020 census shows a population of 4,037 which is down from 2010 (4,312) but up very slightly from 2000 (4,010 people). Dutchess County had a 2020 population of 295,911 which is down from 2010 (297,488) but up from 2000 (280,150).

Dutchess County has a generally strong economic base, much of which is located throughout the western and southern portions of the county. The largest company is IBM/Global Foundries, with principal plant locations in Poughkeepsie & Fishkill.

The major highway serving the county is the Taconic State Parkway, a four lane highway running north to south through the central portion of Dutchess County. This road is west of the subject. Other highways include Interstate Route 84, located on the southern edge of the county, and numerous state, county, and secondary town roads. The NYS Thruway is located across the river in Ulster County. This road connects New York City with Albany and points north & west. Hudson River crossings include the Newburgh-Beacon bridge in Fishkill, the Mid-Hudson bridge in Poughkeepsie, and the Kingston-Rhinecliff Bridge in Rhinebeck.

Airline service is available at Stewart Airport in Newburgh and there is a county airport in the Town of Wappinger, just south of the City of Poughkeepsie. Commuter rail service to NYC is by Metro-North on both east & west sides of the county. Amtrak is on the west side, along the Hudson River. Amtrak provides access to New York City, Albany, and the Amtrak network.

Dutchess County is home to a number of commuters who work in Westchester County and the Metropolitan New York City region. Many of these commuters use the rail services, one of which is Metro-North with a depot in Wassaic, close to the subject. Dutchess County also has a number of part-time or second home residents from the NYC region.



AREA ANALYSIS...Cont'd.

The main shopping areas are on the southwest side of the county, situated along Route 9 from Fishkill north through Hyde Park and Rhinebeck. This Route 9 corridor also has extensive service businesses.

Agriculture remains a significant industry in Dutchess County. According to the 2017 Census of Agriculture, there were 620 farms in the County with approximately 102,000 acres of land in farms. The County has a substantial amount of high quality farmland and is considered in a high viability farming area. The proximity to major markets and a moderate climate with normally adequate rainfall during the growing season contribute to the viability for farming. Agriculture generated approximately \$44 million in total product sales, according to the 2017 census.

The demand and sales activity for housing in Dutchess County was steady to increasing over the past 4-5 years before 2020. The attractive, rolling and open landscape in the subject area and a close location to travel facilities has been appealing to residents from metropolitan areas of the northeast, most notably New York City. These individuals have purchased weekend and second homes in the area, many with residual land for privacy and views of the surrounding countryside. The subject property fits into the desires of this "part-time" resident of the county. Like many areas, prices of residential properties have increased dramatically during the COVID-19 pandemic, as many downstate residents have moved upstate and/or converted second homes to primary residences.

For Dutchess County the overall economy is steady, mirroring the general improvement in the economy of Upstate New York over the past few years. Although it is difficult to predict the trend going forward, it is expected that the demand for single family homes, farms or rural residences with acreage will remain strong in the near term.



NEIGHBORHOOD ANALYSIS

The subject property is located in the western part of the Town of Clinton, in the west-central part of Dutchess County, New York. It borders the State of Connecticut to the east. This area is within good commuting distance to the larger cities and towns on the west side of the county.

Basic services and shopping are available in the small nearby villages. Primary shopping, services and employment are found on the west side of the county, centered around Poughkeepsie or Red Hook & Rhinebeck. These areas are within a reasonable driving distance of roughly 20 minutes. For a longer commute there is Albany and the Capital District to the northwest, a commute of about 60-75 minutes. There are also weekend and occasionally day commuters to the NYC area, many of which use rail service for transportation. There is a Metro-North rail station in Wassaic (south of the subject).

The neighborhood in proximity to the subject property is considered to be rural/residential and country estate with mixed residential and agricultural uses. There are horse, beef, and estate-type properties in the immediate area, including some with conservation easements. This was once an active farming region of the county but only a few commercially operated farms remain today. Many have been purchased as estate farms (horse, beef or other livestock) or converted to large-lot developments.

The subject area has mixed residential uses. Most of the homes are single-family homes on individual frontage lots or in small developments. The current trend is for small but upscale large-lot developments with rural settings and desirable amenities. Residences in the subject neighborhood consist of new to 30-year-old homes, as well as older homes well in excess of 100 years. Because of the rural/suburban nature of the area, homes are quite diverse in structure and quality. There is also some demand for large acreage or farm properties, especially those with good views & attractive settings and those with antique colonial homes or new custom built homes with high-end amenities.

The rolling and open landscape in the immediate area has been an attraction for individuals desiring to experience the rural lifestyle. Agricultural activity is still evident on many properties in the subject area of the county. Many of these farm uses are of the estate farm variety. The area is popular for rural residences and second home buyers from the Metropolitan-New York City area.

In conclusion, the area in and around the subject property is a desirable location. It is rural residential in nature yet in commuting distance to local services and shopping areas and close to the Taconic State Parkway. It offers attractive and historic rural landscapes that have been in demand from a variety of buyers for many years. This trend is expected to continue for the foreseeable future. The use of the subject property is in conformity with the surrounding area uses.



VALUATION OF PROPERTY



PROPERTY VALUATION METHODOLOGY

The subject property will be described and valued based on the "Highest and Best Use" analysis for both "before easement" and "after easement" scenarios. The market value for each scenario follows this section. Please note that the definition of market value does not call for the estimate of value to be linked to a specific exposure time estimate, but merely that the property be exposed on the open market for a reasonable length of time, given the character of the property and its market.

PROPERTY RIGHTS APPRAISED

Before Conservation Easement - The subject property has been appraised in Fee Simple Estate. That is, a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation.*

After Conservation Easement - The subject property will then be appraised in Fee Simple Estate, subject to a conservation easement between the current owners and Dutchess Land Conservancy, Inc. The easement is a partial interest in the property. The primary purpose of the easement is to enable the property to remain in agricultural or forestry use for current and future production of food and fiber by protecting in perpetuity its agricultural and forestry values. The easement will restrict the development and subdivision capability of the property. The restriction runs with the property in perpetuity.

* Real Estate Appraisal Terminology, by Byrl N. Boyce, Ph.,D., published by Ballinger Publishing Company, Cambridge, Massachusetts, 1984. Page 102.



APPRAISAL PROCESS AND PROCEDURE

An appraisal is an opinion of value based on factual data. It is the appraiser's responsibility to gather all pertinent data regarding the property being appraised as well as that data relating to the sales selected for comparison. Professional rural appraisal requires consideration and application of three approaches to value: (1) cost approach; (2) income approach; and, (3) sales comparison approach. All three approaches rely on information derived from the marketplace.

The Cost Approach involves an analysis of the component parts of the property being appraised and an estimation of what it would cost to replace them with components of like utility in current markets. Improvements are valued based on a reproduction or replacement cost new, less depreciation. Depreciation is the loss in value caused by physical wear, functional obsolescence and/or economic obsolescence. The land resource is segregated into its market classes with each class valued based on costs found in the market. **The Cost Approach is meaningful when the property is improved and the improvements are relatively new and of typical construction. The cost approach was not completed because the buildings are older and suffer from significant depreciation – the cost approach would not be relevant in this assignment.**

The Income Approach is based on the capitalization of net earnings. The appraiser estimates annual net income based on typical use and management. Typical yields, prices and expenses are used in the process. A capitalization rate is developed in the market by using typical net returns from similar properties. The capitalization rate is derived by dividing the net income by the sales price of the sale property or by alternative methods consistent with the given market. Because not all sales occur at the same point in time, adjustments must be made to ensure that meaningful and appropriate comparisons are made. **An income approach was not completed even though the subject property could be rented. Properties like the subject are highly dependent on the decisions and ability of the owner/operator and there is a lack of sales with rental information from which to develop a capitalization rate. Based on market evidence, the property has a value above its agricultural value, even with the easement in place. Accordingly, an income approach would not be meaningful in this assignment.**

The Sales Comparison Approach is developed through a direct comparison of recently sold properties to the subject property. Each sale is compared to the unit being appraised based on a number of factors including: (1) time of sale; (2) location; (3) size; (4) land productivity; and, (5) improvements. Since no two properties are exactly alike, the comparison is made by assigning a plus or minus indication for each factor. (If the subject is better, a plus is used; if the sale is better, a minus is used). This approach to value is based on the principle of substitution which is that a prudent buyer will not pay more for an item than he would pay for a comparable item of equal utility. **The Sales Comparison Approach was developed for both the “before easement” and “after easement” scenarios. It is considered the only reliable valuation methodology for this type of property.**



VALUATION BEFORE EASEMENT



HIGHEST AND BEST USE - "BEFORE EASEMENT"

Highest and Best Use is defined as follows:

*"The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future."*⁷ To determine highest and best use, alternative uses are subjected to four criteria. The highest and best use must be:

- (1) legally permissible
- (2) physically possible
- (3) financially feasible
- (4) maximally productive

These are normally considered sequentially. However, "it does not matter whether legal permissibility or physical possibility is addressed first, provided both are considered prior to the test of financial feasibility."⁸ The opinion of such highest and best use may be based on the highest and most profitable continued use to which the property is adapted or needed, or likely to be in demand in the reasonably near future. The characteristics of the area, the neighborhood, and the property are all considered in reaching a conclusion.

Legally Permissible

The zoning designation for the subject property is residential and agricultural in nature, which allows for residential dwellings on 5-acre lots. There is limited frontage for access and subdivision, although this is a bit less important given that larger lots would be the preferred subdivision plan here. Residential use is possible given the size of the subject and that all requirements of the zoning district can be complied with.

Physically Possible

The terrain, road frontage, views and soil types would permit a variety of farm uses and/or residential subdivision possibilities. The portion of the farm with good quality soils and desirable views are obviously good areas for development.

Financially Feasible

Of the financially feasible uses, the continuation of the current farm operation is one consideration. Based on sales of similar properties over the past 10-20 years, there is some demand for agricultural properties in the area, primarily as "lifestyle farms" with the potential profitability of the farm being of secondary importance. Many lifestyle farms are smaller in acreage than the subject so subdivision into multiple parcels would be a viable possibility.

⁷ Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference (Washington, D.C., 2000) Section B-2 through B-3; 34

⁸ Appraisal Institute, The Appraisal of Real Estate, Twelfth Edition (Chicago: Appraisal Institute, 2001), 307.



HIGHEST AND BEST USE - "BEFORE EASEMENT"...Cont'd.

Financially Feasible....Cont'd.

The alternative to an agricultural use is a residential use. Developers in the subject area have purchased similar properties over the years for subdivision purposes. They represent the other competition for rural properties like the subject. Most developments end up as mixed lot size subdivisions, with some open space included in the project. The quality of the land and its amenities dictates the type of subdivision. Judging from the current use of the subject and the surrounding properties, a low density subdivision would appear to be the most practical use of the subject property and it would be compatible with other property uses in the immediate area. The limiting factor would be what the Town Planning Department would allow. The assumption would be for a low density (large lot) development.

Maximally Productive

Of the financially feasible uses, a mix of agricultural and residential uses appears most practical and viable in the current market. The residential use would likely be a large lot subdivision taking advantage of the amenities and retaining some open space.

Conclusion: It is my opinion that the highest and best use of the subject property is for an unrestricted large-lot subdivision with some agricultural use likely to be retained over portions of the property.



"BEFORE EASEMENT" VALUATION

Valuation Methodology - The valuation analysis will first consider the value of the property prior to any restrictions. This establishes the "Before Easement" value. The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered. For this "Before Easement" valuation, the Sales Comparison Approach is considered a reliable valuation methodology and was the only approach developed. The cost approach was not completed since the subject buildings are older and subject to significant depreciation. Their value was determined to be unchanged in both "before easement" and "after easement" valuation scenarios. The income approach was not prepared, due to a lack of rental information available to estimate a capitalization rate.

The sales selected are discussed in the next section with a corresponding sales analysis grid. Each sale is compared to the property being appraised on a number of factors, including time, conditions of sale, location, & physical characteristics. Since no two properties are alike, the comparison is made by assigning a plus or minus value or percentage to each factor (i.e. if the subject is better, a plus is used; if the sale is better, a minus is used).

The market area researched was in the subject area of Dutchess County, encompassing the perceived market area of the subject property. The sales selected have reasonably similar location and land characteristics as the subject property and they share a similar highest & best use. Most are or were farm properties. They include improved sales. Land values were extracted from the improved sales. As would be expected, properties with good views and/or good land utility showed higher values than those with inferior attributes. Ratings made are either with a pairing of sales to isolate the desired differences and/or a general adjustment based on a summary of the real estate market over a period of time.

Adjustments Preface: In order to clarify the adjustment process, the following order of adjustments is applied to the valuation grid analysis. Rights Conveyed, Financing, Conditions of Sale & Market Conditions categories are considered sequentially. In other words, the unit value is recalculated after each adjustment category if an adjustment is necessary. The remaining category adjustments (e.g. locational and physical characteristics) are considered in sum. This means that the remaining adjustments are combined into a subtotal adjustment that is applied to the adjusted unit value after Market Conditions.



“BEFORE EASEMENT” VALUATION

Summaries of adjustments with explanations are following:

Rights Conveyed: The sale properties are observed to have similar property rights to the subject (e.g. fee simple estate, subject to typical easements of record). Accordingly, no adjustments were needed for this factor.

Financing Terms: The subject property has been appraised based on typical financial terms, similar to each of the sales and requiring no further adjustments.

Conditions of Sale: The sales are considered to be arms-length transactions with no known discounts or sale concessions. They were considered to have typical buyer & seller motivations and no adjustments were needed for this factor.

Time/Market Conditions: Prices have been quite stable in this general area for the last few years (pre-COVID). Market data indicates a 13.04% increase in prices from 2021 to 2022 for larger parcels like the subject. These conclusions are supported by a market study. Accordingly sales 3 and 4 were adjusted upward for market conditions (time).

Land Adjustments: Land types (such as tillage vs. other land) are mechanically calculated on a per acre basis for each sale. This is shown on the Sale Adjustment pages. For those sales that did not have a separate value for wetlands, half of the woodland value/acre was allocated to the subject wetlands. This has been done in all three valuation scenarios in this report.

In lieu of formal adjustments, each sale was rated as being inferior to, similar to or superior to the subject based on their differences vs. the subject in size, views, and quality/utility. These ratings are shown on the next page and explained on the following pages.

Ratings for size reflect the competition for properties with acreage. This can be an economic size or an acreage size. Typically, the smaller the property (and price), the greater the number of people in competition for it. In this appraisal superior ratings were noted for the sales that were significantly smaller than the subject.

Other than the house, the sale improvements do not provide much of an indication of value for the subject improvements. The values of the subject outbuildings were estimated based on the sales used for comparison or other sales we have seen in the general area. These latter sales were not presented, due to significant differences from the subject in most other respects. The estimated values were allocated to the subject improvements on the sale adjustment pages.

A Sales Comparison Approach grid of the sales and corresponding adjustments made begins on the following page.



"BEFORE EASEMENT" VALUATION

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Sales Comparison Approach (1-5)

Sale Data		Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5									
Sale Data	Grantor (Seller)		Surico Trust	Congregane	McMullan Trusts	Scharf Trust										
	Grantee (Buyer)		Williams & White	Alberinni	Woodseats LLC	Dutchess Reserve										
	Source		RE Agent	RE Agent	RE Agent	RE Agent										
	Date	Eff 05/23	04/23	04/22	11/20	11/21										
	Eff Unit Size/Unit	105.95 / Acres	29	51	60	111										
	Sale Price		679,000	1,125,000	2,375,000	995,000										
	Finance Adjusted		Conv	Conv	Conv	Other										
	CEV Price		679,000	1,125,000	2,375,000	995,000										
	Road		Freedom Road	Lake Drive	Turkey Hill Rd	Pumpkin Lane										
	Township		Pleasant Valley	Clinton	Milan	Clinton										
The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.																
CEV Price/ Acres			23,552	22,133	39,517	8,972										
LAND AND IMPROVEMENT ADJUSTMENTS																
Land Adjustment			-2,663	-1,460	408	-418										
Impvt. Adjustment			-4,395	-3,732	-17,223	6,231										
Adjusted Price			16,494	16,941	22,702	14,785										
TIME ADJUSTMENTS																
☐ Yr	☒ Mo	Periods			1	1										
☐ Smpl	☒ Cmp	Rate			13.04	13.04										
☐ Auto	☒ Man	Time Adjustment	0	0	2,960	1,928										
		Time Adj. Price	11,251	11,389	25,662	16,713										
OTHER ADJUSTMENTS																
Size	106 Acres	Smaller	Smaller	Smaller	Similar											
	Adjustment	--	-	-	=											
Views	Area	Superior	Inferior	Superior	Inferior											
	Adjustment	-	+	-	+											
Quality/Utility	Average/Fair	Superior	No adjustment	No adjustment	Inferior											
	Adjustment	-	=	=	++											
Adjustment																
Overall		Superior	Similar	Superior	Inferior											
	Adjustment	----	=	--	+++											
Net Adjustments			-7,058	-5,192	-13,855	7,741										
ADJUSTED PRICE			16,494	16,941	25,662	16,713										
Analysis/Comments: (Discuss positive and negative aspects of each sale as they affect value) Please see comments on the previous page, the sales analysis pages that follow and the sales information pages further on in the report. Sale 3 was given less weighting in the final analysis, as it has a superior (estate) overall appeal vs. the subject and the other sales. The indicated value is below the mean but close to the median of the range of adjusted prices.																
Sales Comparison Approach Summary: <table style="width: 100%;"> <tr> <td style="width: 40%;">Property Basis (Value Range):</td> <td style="width: 30%;">\$ 16,494/acre to \$ 25,662/acre</td> <td style="width: 30%;">Sales Comparison Indication:</td> </tr> <tr> <td>Unit Basis: \$ 17,000 / Acre X 105.95 Acres =</td> <td>\$ 1,801,150.00</td> <td>\$ 1,800,000</td> </tr> <tr> <td>Multiplier Basis: \$ X (multiple) =</td> <td></td> <td></td> </tr> </table>								Property Basis (Value Range):	\$ 16,494/acre to \$ 25,662/acre	Sales Comparison Indication:	Unit Basis: \$ 17,000 / Acre X 105.95 Acres =	\$ 1,801,150.00	\$ 1,800,000	Multiplier Basis: \$ X (multiple) =		
Property Basis (Value Range):	\$ 16,494/acre to \$ 25,662/acre	Sales Comparison Indication:														
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Multiplier Basis: \$ X (multiple) =																

“BEFORE EASEMENT” VALUATION

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Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1			1		Land Adjustment Amt. \$		-2,663			
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Unit	\$/Unit	Total
Cropland A	11.00	20,000				23.00	20,000			460,000
Farmstead	2.00	20,000				2.00	20,000			40,000
Cropland B										
Cropland C										
Woods/Other	15.83	9,754				70.95	9,754			692,046
Wetland						10.00	4,877			48,770
Sale Land Contrib. 414,400.00 / Eff. Unit Size			28.83	=	14,374	Total	1,240,816	/ Eff. Unit Size	105.95	= 11,711

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.

Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is a house and land in Pleasant Valley. The house is smaller than the subject dwelling but inferior in overall appeal (adjusted upward by 20%). Size, views and quality/utility (better frontage and soils) all favor the sale.

“BEFORE EASEMENT” VALUATION

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Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2			2		Land Adjustment Amt. \$		-1,460.00				
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total	
Cropland A	15.00	20,000				23.00	20,000			460,000	
Farmstead	2.00	20,000				2.00	20,000			40,000	
Cropland B											
Cropland C											
Woods/Other	33.83	9,960				70.95	9,960			706,662	
Wetland						10.00	4,980			49,800	
Sale Land Contrib. 677,000.00 / Eff. Unit Size			50.83	=	13,319	Total 1,256,462 / Eff. Unit Size			105.95	=	11,859

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid. Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is a house, small barn and land in Clinton. The house is similar in size to the subject, with slightly better condition but an inferior appeal. Size favors the sale but views favor the subject. The sale has inferior physical access but superior soil quality than the subject.

“BEFORE EASEMENT” VALUATION

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Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3			Land Adjustment Amt. \$ 408.00							
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Cropland A						23.00	17,500			402,500
Farmstead	6.00	17,500				2.00	17,500			35,000
Cropland B										
Cropland C	2.00	14,500								
Woods/Other	47.10	14,500				70.95	14,500			1,028,775
Wetland	5.00	14,500				10.00	14,500			145,000
Sale Land Contrib. 889,450.00 / Eff. Unit Size 60.10 = 14,800						Total 1,611,275 / Eff. Unit Size 105.95 = 15,208				

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid. Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is an estate property in the town of Milan. The main house on the sale is larger than the subject dwelling but also superior in appeal, so no adjustment was made. Size and views both favor the sale. The sale has inferior access but slightly better soil quality and less wetlands vs. the subject.

“BEFORE EASEMENT” VALUATION

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Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #4			Land Adjustment Amt. \$ -418							
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Cropland A						23.00	9,000			207,000
Farmstead						2.00	9,000			18,000
Cropland B										
Cropland C	7.50	9,000								
Woods/Other	103.40	8,970				70.95	8,970			636,422
Wetland						10.00	4,485			44,850
Sale Land Contrib. 995,000.00 / Eff. Unit Size 110.90 = 8,972						Total	906,272	/ Eff. Unit Size 105.95 =	8,554	

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Compare each set of sale improvements to the subject Improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid. Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is vacant land in Clinton that is almost all woods. Size is similar to the subject but views are inferior. Soil quality and physical access are both inferior to the subject.



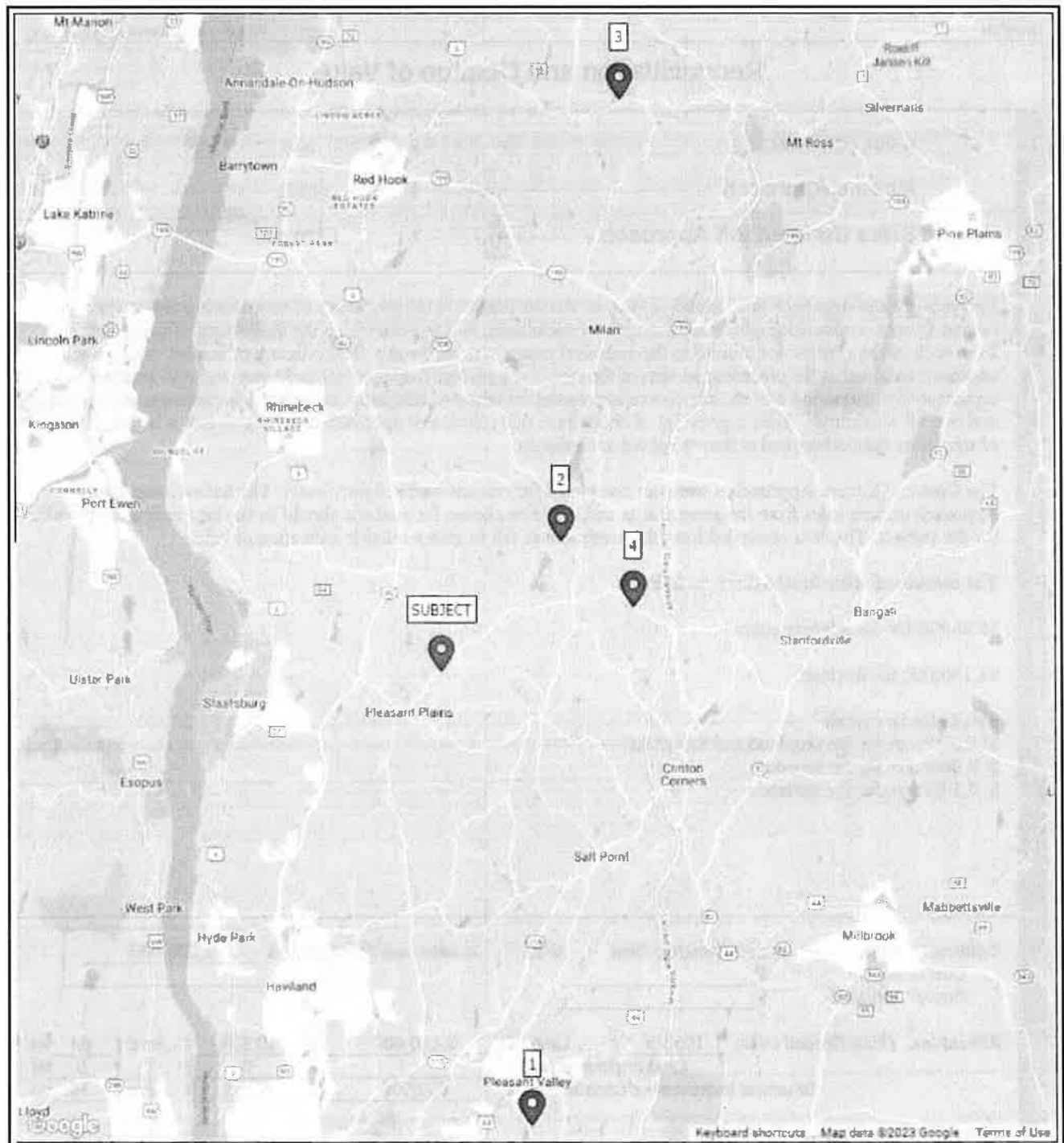
"BEFORE EASEMENT" VALUATION – RECONCILIATION

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File # Prinrose Hill/Unenc.

Reconciliation and Opinion of Value																																																																															
Summary	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Cost Approach</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 30%; text-align: center;">N/A</td> </tr> <tr> <td>Income Approach</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Sales Comparison Approach</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">1,800,000</td> </tr> </table>	Cost Approach	\$	N/A	Income Approach	\$	N/A	Sales Comparison Approach	\$	1,800,000																																																																					
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Sales Comparison Approach	\$	1,800,000																																																																													
Discussion & Correlation of Values	Analysis of Each Approach and Opinion of Value: Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. Each approach included in the preceding section of the report is a recognized appraisal technique and was reviewed separately by comparing it to the alternative approaches in terms of adequacy, accuracy, completeness of reasoning and overall reliability. Under a given set of conditions, one solution or approach usually provides a higher degree of reliability than others and is thus weighted accordingly. The Cost and Income Approaches were not completed for reasons outlined previously. The Sales Comparison Approach utilizes sales from the general area and the sales chosen for analysis should be the best indicators of value for the subject. The data presented from this method was felt to give a reliable indication of value. The opinion of value breaks down as follows: \$650,000 for the improvements \$1,150,000 for the land: \$10,854/acre overall \$18,000/acre for the cropland and farmstead \$ 9,000/acre for the woods \$ 6,145/acre for the wetlands																																																																														
Allocation of Value	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Opinion Of Value -</td> <td style="width: 20%;">(Estimated Marketing Time</td> <td style="width: 10%;">6-12</td> <td style="width: 10%;">months, see attached)</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 10%; text-align: center; border: 1px solid black;">1,800,000</td> </tr> <tr> <td>Cost of Repairs</td> <td>\$</td> <td colspan="4"></td> </tr> <tr> <td>Cost of Additions</td> <td>\$</td> <td colspan="4"></td> </tr> <tr> <td colspan="6" style="padding-top: 10px;"> Allocation: (Total Deeded Units: <u>105.95</u>) Land: \$ <u>1,150,000</u> \$ <u>10,854</u> / Acre (<u>64</u> %) </td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>\$ <u>0</u> /</td> <td>(<u>0</u> %)</td> </tr> <tr> <td></td> <td>Structural Improvement Contribution:</td> <td>\$ <u>650,000</u></td> <td></td> <td>\$ <u>6,135</u> /</td> <td>Acre (<u>36</u> %)</td> </tr> <tr> <td colspan="6" style="padding-top: 10px;"> Value Estimate of Non-Realty Items: </td> </tr> <tr> <td></td> <td>Value of Personal Property (local market basis)</td> <td>\$</td> <td colspan="3"></td> </tr> <tr> <td></td> <td>Value of Other Non-Realty Interests:</td> <td>\$</td> <td colspan="3"></td> </tr> <tr> <td></td> <td>Non-Realty Items:</td> <td>\$</td> <td>\$ <u>0</u> /</td> <td colspan="2">(<u>0</u> %)</td> </tr> <tr> <td></td> <td>Leased Fee Value (Remaining Term of Encumbrance)</td> <td>\$</td> <td>\$ <u>0</u> /</td> <td colspan="2">(<u>0</u> %)</td> </tr> <tr> <td></td> <td>Leasehold Value</td> <td>\$</td> <td>\$ <u>0</u> /</td> <td colspan="2">(<u>0</u> %)</td> </tr> <tr> <td></td> <td>Overall Value</td> <td>\$</td> <td><u>1,800,000</u></td> <td>\$ <u>16,989</u> /</td> <td>Acre (<u>100</u> %)</td> </tr> </table>	Opinion Of Value -	(Estimated Marketing Time	6-12	months, see attached)	\$	1,800,000	Cost of Repairs	\$					Cost of Additions	\$					Allocation: (Total Deeded Units: <u>105.95</u>) Land: \$ <u>1,150,000</u> \$ <u>10,854</u> / Acre (<u>64</u> %)										\$ <u>0</u> /	(<u>0</u> %)		Structural Improvement Contribution:	\$ <u>650,000</u>		\$ <u>6,135</u> /	Acre (<u>36</u> %)	Value Estimate of Non-Realty Items:							Value of Personal Property (local market basis)	\$					Value of Other Non-Realty Interests:	\$					Non-Realty Items:	\$	\$ <u>0</u> /	(<u>0</u> %)			Leased Fee Value (Remaining Term of Encumbrance)	\$	\$ <u>0</u> /	(<u>0</u> %)			Leasehold Value	\$	\$ <u>0</u> /	(<u>0</u> %)			Overall Value	\$	<u>1,800,000</u>	\$ <u>16,989</u> /	Acre (<u>100</u> %)
Opinion Of Value -	(Estimated Marketing Time	6-12	months, see attached)	\$	1,800,000																																																																										
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	Overall Value	\$	<u>1,800,000</u>	\$ <u>16,989</u> /	Acre (<u>100</u> %)																																																																										

Sales Location Map





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File # Primrose Hill /Unenc

Index #	23NY027.002	Database #	45	Sale #	1	Improved Sale
Grantor	Surico Trust	Sales Price	679,000	Property Type	Rural Residential	
Grantee	Williams & White	Other Contrib.		Primary Land Use	Cropland	
Deeded Acres	28.83	Net Sale Price	679,000	Zoning	Ag/Res	
Sale Date/DOM	04/18/23 / 256	\$/Deeded Acre	23,551.86	SubZone		
Prior Sale Date		Financing	Conv	Dev Rights	Not Sold	
Prior CEV Price		% Fin. Adj.		Book/Page	22023/1218	
Analysis Code	PCH	CEV Price	679,000	Block Lot	6463-03-033195	
Source	RE Agent	SCA Unit Type	Acres	School District	Arlington	
Motivation	Typical	Eff. Unit Size	28.83	Facility Type		
Highest & Best Use	Rural Residential	SCA \$/Unit	23,551.86	Number of Stalls		
Address	938 Freedom Road	Multiplier Unit		Front Feet per Acre	35	
City	Pleasant Valley	Multiplier No.		Front Feet	1000	
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA4	
State/Zip	NY / 12569	Physical Access	Paved Road	Assoc/Branch	2810	
Region/Area/Zone	/ /	View	Mountains	Tax ID/Recording		
Location	Pleasant Valley	Utilities	Typical	Sec/Twp/Rge	/ /	

Legal Description: Seller's full name is the Frank J. Surico and Lucille J. Surico Revocable Trust. Buyer's full names are Robert & Helene Williams and Joseph & Susan White.

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Farmstead	%	2.00	Ac. 20,000.00			X \$	= \$ 40,000
Cropland A	%	11.00	Ac. 20,000.00			X \$	= \$ 220,000
Cropland B	%		Ac.			X \$	= \$
Cropland C	%		Ac.			X \$	= \$
Woodland	%	15.83	Ac. 9,754			X \$	= \$ 154,400
Other	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
Totals		28.83	Ac. 14,374.12			X \$	= \$ 414,400
CEV Price \$	679,000	- Land Contribution \$	414,400	= Improvement Contribution \$	264,600		

Income Analysis

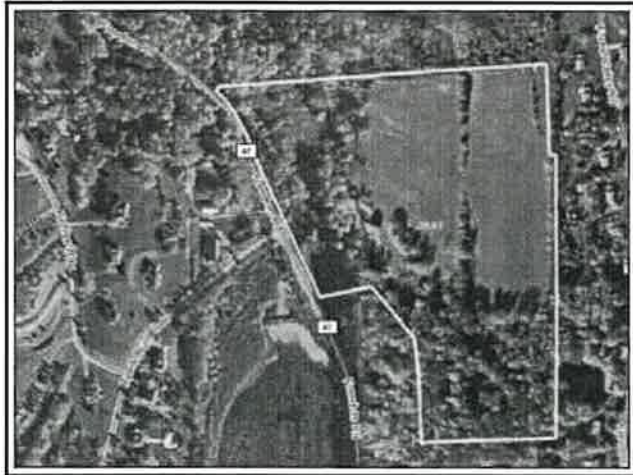
Income Estimate Basis:		☐ Cash	☐ Share	☐ Owner/Operator	
Income Source	Units	Unit Measure	Stabilized Yield	Total Production	Cash/Share/Owner Income
☐ Actual ☐ Estimated				Stabilized \$/Unit	Gross Income
					Share %
					Income \$
Improvements		Improvements Included In Land Rent	/mo	/yr	
					Stabilized Gross Income = \$
Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	\$		\$		\$
Insurance	\$		\$		\$
Maintenance	\$		\$		\$
Management	\$		\$		\$
Total Expenses		/ Stabilized G.I.		= Expense Ratio	% Total Expenses = \$
Net Income		/ CEV Price	679,000	= Cap Rate	% Net Income = \$



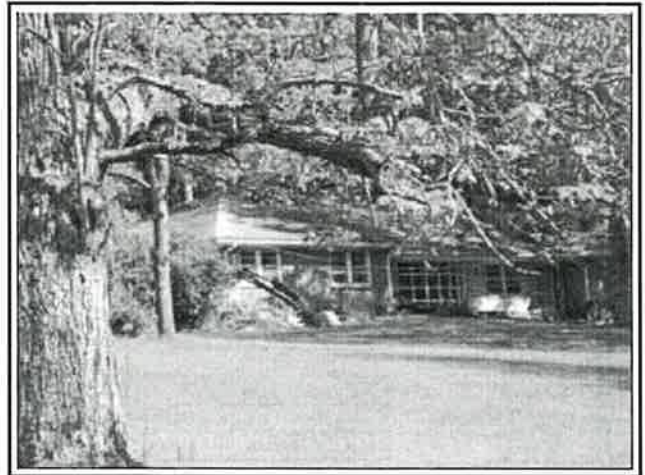
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File # Primrose Hill/Unenc.

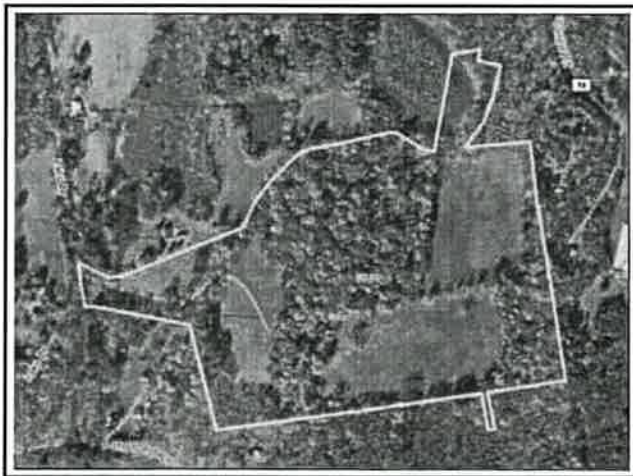
Index # 23NY027.002		Database # 45		Sale # 1						
Improvement Analysis						Replacement Cost				
Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House									
Size	1,960									
Unit	Sq Ft									
Utility	A									
Condition	A									
Age	26									
Remaining Life	39									
RCN/Unit	225.00									
RCN	441,000									
% Physical Depreciation	40									
RCN Remainder After Phys. Depr.	264,600									
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	264,600									
% External Obsolescence										
Total Impt. Contribution	264,600									
Contribution \$/Unit	135.00									
Physical Depreciation 40 % Functional Obsolescence % External Obsolescence % Total Depreciation 40 % Total RCN \$ 441,000 Total Improvement Contribution \$ 264,600 Improvement As % of Price 39 %										
This is a house and land in the town of Pleasant Valley. The house is a 1968 Ranch with four bedrooms and 2.1 baths. As per the Realtor, it needed renovation but was structurally sound - the pictures bear this out. She also indicated the buyers moved in immediately upon closing. There are two fireplaces and a variety of flooring. There is an attached 2-car garage and a good sized storage shed attached to that. The building location is quiet and private, set well back and up from the road. The listing indicates there are Catskill Mountain views from the house. There is about 1,000' of frontage, so physical access is very good. About 11 acres are open and in hay. 92% of the soils are well drained Bernardston silt loam (8-15% slope/class III, 3-8%/II, 15-25%/IV, 25-45%/VII). 6% are moderately well drained Pittstown silt loam (3-8%/II). The balance is somewhat excessively drained Nassau-Cardigan, very rocky (hilly/VII). All are shallow to dense material. Topography is a general slope up from the road, with not much in the way of level areas but also no steep slopes. There is less than one acre each of Federal (NWI) wetlands and flood zone A, both along the road frontage. There are no NYS DEC wetlands. The property was listed for \$689,000 and was not reduced. It sold after 256 DOM. HBU is for residential subdivision, as the frontage makes subdivision quite feasible.										



Sale 1 - Aerial Photo



Sale 1 - House



Sale 2 - Aerial Photo



Sale 2 - House



UAAR®

File # Primrose Hill /Unenc.

Index #	22NY027 013	Database #	34	Sale #	2	Improved Sale
Grantor	Congregane	Sales Price	1,125,000	Property Type	Rural Residential	
Grantee	Alberinni	Other Contrib.		Primary Land Use	Residential	
Deeded Acres	50.83	Net Sale Price	1,125,000	Zoning	Ag/Res	
Sale Date/DOM	04/06/22 / 110	\$/Deeded Acre	22,132.60	SubZone		
Prior Sale Date		Financing	Conv	Dev Rights	Not Sold	
Prior CEV Price		% Fin. Adj.		Book/Page	22022/1396	
Analysis Code	PCH	CEV Price	1,125,000	Block Lot	6469-00-265074	
Source	RE Agent	SCA Unit Type	Acres	School District	Rhinebeck	
Motivation	Typical	Eff. Unit Size	50.83	Facility Type		
Highest & Best Use	Rural Residential	SCA \$/Unit	22,132.60	Number of Stalls		
Address	296 Lake Drive	Multiplier Unit		Front Feet per Acre	2	
City	Rhinebeck	Multiplier No.		Front Feet	123	
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA4	
State/Zip	NY / 12572	Physical Access	Paved Road	Assoc/Branch	2810	
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording		
Location	Clinton	Utilities	Typical	Sec/Twp/Rge	/ /	
Legal Description:						

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Farmstead	%	2.00	Ac. 20,000.00			X \$	= \$ 40,000
Cropland A	%	15.00	Ac. 20,000.00			X \$	= \$ 300,000
Cropland B	%		Ac.			X \$	= \$
Cropland C	%		Ac.			X \$	= \$
Woodland	%	33.83	Ac. 9,960			X \$	= \$ 337,000
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
Totals		50.83	Ac. 13,317.56			X \$	= \$ 677,000
CEV Price \$	1,125,000	- Land Contribution \$	677,000	= Improvement Contribution \$			448,000

Income Analysis

Income Estimate Basis:		☐ Cash	☐ Share	☐ Owner/Operator	
Income Source	Units	Unit Measure	Stabilized Yield	Total Production	Cash/Share/Owner Income
☐ Actual ☐ Estimated				Stabilized \$/Unit	Gross Income
					Share %
					Income \$
Improvements	☐ Improvements Included in Land Rent		/mo	/yr	
					Stabilized Gross Income = \$
Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Maintenance	\$	\$	\$	\$	\$
Management	\$	\$	\$	\$	\$
Total Expenses	/ Stabilized G.I.	= Expense Ratio	%	Total Expenses = \$	
Net Income	/ CEV Price 1,125,000	= Cap Rate	%	Net Income = \$	



UAAR®

File # Primrose Hill/Unenc.

Index # 22NY027.013		Database # 34		Sale # 2	
Improvement Analysis					
Replacement Cost					
Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5
Type	House	Site Improvts	Mach Shed		
Size	2,340	1	900		
Unit	Sq Ft		Sq Ft		
Utility	A		A		
Condition	G		A		
Age	20		25		
Remaining Life	45		25		
RCN/Unit	250.00	25,000.00	30.00		
RCN	585,000	25,000	27,000		
% Physical Depreciation	30		50		
RCN Remainder After Phys. Depr.	409,500	25,000	13,500		
% Functional Obsolescence					
RCN Rem. After Phys./Funct. Depr.	409,500	25,000	13,500		
% External Obsolescence					
Total Impt. Contribution	409,500	25,000	13,500		
Contribution \$/Unit	175.00	25,000.00	15.00		
Physical Depreciation 30 % Functional Obsolescence % External Obsolescence % Total Depreciation 30 % Total RCN \$ 637,000 Total Improvement Contribution \$ 448,000 Improvement As % of Price 40 %					
This is a house, small barn and land in the town of Clinton. The house is a 1982 Contemporary Cape with two bedrooms and two baths. It is of post and beam construction with lots of exposed wood. There is a 2-sided stone fireplace, central air, and a variety of flooring. It looks quite nice inside. The barn is a three-sided machinery shed. Site improvements include a long dirt driveway, whole house generator, and some decent landscaping. The building location is very quiet and private. There is only 123' of frontage, so physical access is very limited. About 15 acres are open and are listed as "cleared pasture". The MLS indicates that 23 acres of woods are in the Fischer Forest Act, but the Realtor indicated this had no impact on the price. 95% of the soils are well or somewhat excessively drained and include Stockbridge-Farmington (class III or IV), Farmington-Galway (VI or VII), and Hoosic (III). Poorly drained soils include Sun (IV) and Natchaug (V). Topography is a general slope down from the high spot on the south side, with not much in the way of level areas but also not many steep slopes. The house is near the highest point on the property. There are less than two acres of Federal (NWI) wetlands, no NYS DEC wetlands, and .29 acres of flood zone A. The property was listed for \$1,200,000 and was not reduced. It sold after 110 DOM. HBU is as an oversized residential lot, as the limited frontage would make subdivision very difficult.					



UAAR®

File # Primrose Hill/Unenc.

Index #	20NY027.029	Database #	40	Sale #	3	Improved Sale
Grantor	McMullan Trusts	Sales Price	2,375,000	Property Type	Estate	
Grantee	Woodseats LLC	Other Contrib		Primary Land Use	Residential	
Deeded Acres	60.10	Net Sale Price	2,375,000	Zoning	Agricultural	
Sale Date/DOM	11/13/20 / 126	\$/Deeded Acre	39,517.47	SubZone	A3A	
Prior Sale Date		Financing	Conv	Dev Rights	Not Sold	
Prior CEV Price		% Fin. Adj.		Book/Page	22020/4793	
Analysis Code	PCH	CEV Price	2,375,000	Block Lot	6473-00-797586	
Source	RE Agent	SCA Unit Type	Acres	School District	Red Hook	
Motivation	Typical	Eff. Unit Size	60.10	Facility Type		
Highest & Best Use	Country Estate	SCA \$/Unit	39,517.47	Number of Stalls		
Address	915 Turkey Hill Road	Multiplier Unit		Front Feet per Acre	30.6	
City	Red Hook	Multiplier No.		Front Feet	1842	
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA1	
State/Zip	NY / 12571	Physical Access	Paved Road	Assoc/Branch	2810	
Region/Area/Zone	/ /	View	Pastoral	Tax ID/Recording		
Location	Milan	Utilities	Typical	Sec/Twp/Rge	/ /	
Legal Description:						

Land-Mix Analysis

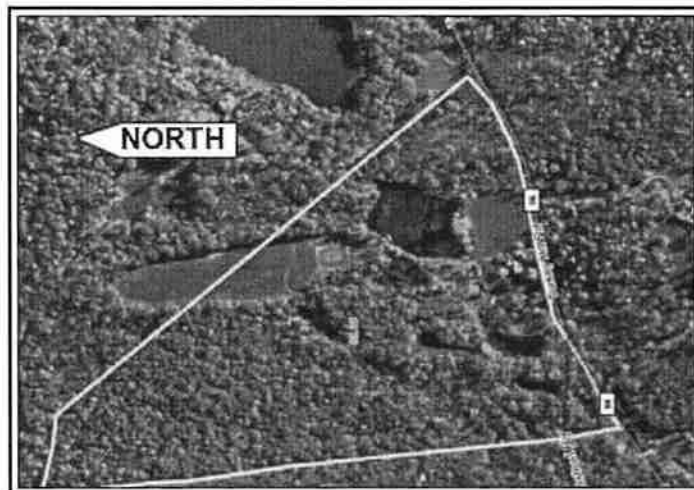
Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Farmstead	%	6.00	Ac. 17,500.00		X \$	= \$	105,000
Cropland A	%		Ac.		X \$	= \$	
Cropland B	%		Ac.		X \$	= \$	
Cropland C	%	2.00	Ac. 14,500.00		X \$	= \$	29,000
Woodland	%	47.10	Ac. 14,500		X \$	= \$	682,950
Water	%	5.00	Ac. 14,500.00		X \$	= \$	72,500
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
Totals		60.10	Ac. 14,799.50		X \$	= \$	889,450
CEV Price \$	2,375,000	- Land Contribution \$	889,450	= Improvement Contribution \$			1,485,550

Income Analysis

Income Estimate Basis:		☐ Cash	☐ Share	☐ Owner/Operator				
Income Source		Unit	Stabilized	Total Production	Cash/Share/Owner Income			
☐ Actual	☐ Estimated	Units	Measure	Yield	Stabilized \$/Unit	Gross Income	Share %	Income \$
Improvements	Improvements Included in Land Rent		/mo	/yr				
					Stabilized Gross Income = \$			
Expense Items:		Expenses (cont.):		Expenses (cont.):				
Real Estate Tax	\$		\$		\$			
Insurance	\$		\$		\$			
Maintenance	\$		\$		\$			
Management	\$		\$		\$			
Total Expenses		/ Stabilized G.I.		= Expense Ratio		% Total Expenses = \$		
Net Income		/ CEV Price		2,375,000		= Cap Rate % Net Income = \$		



RIGHT: Sale 3 - Aerial Photo



LEFT: Sale 3 - Main House

RIGHT: Sale 4 - Aerial Photo





UAAR®

File # Prinrose Hill /Unenc.

Index #	21NY027.035	Database #	11	Sale #	4
Grantor	Scharf Trust	Sales Price	995,000	Property Type	Rural Residential
Grantee	Dutchess Reserve LLC	Other Contrib.		Primary Land Use	Vacant Land
Deeded Acres	110.90	Net Sale Price	995,000	Zoning	Ag/Res
Sale Date/DOM	11/15/21 / 85	\$/Deeded Acre	8,972.05	SubZone	AR5A
Prior Sale Date		Financing	Other	Dev Rights	Not Sold
Prior CEV Price		% Fin. Adj.		Book/Page	2021/5746
Analysis Code	DFK	CEV Price	995,000	Block/Lot	6568-00-017281
Source	RE Agent	SCA Unit Type	Acres	School District	Pine Plains
Motivation	Typical	Eff. Unit Size	110.90	Facility Type	
Highest & Best Use	Rural Residential	SCA \$/Unit	8,972.05	Number of Stalls	
Address	Pumpkin Lane	Multiplier Unit		Front Feet per Acre	9.25
City	Clinton	Multiplier No.		Front Feet	1026
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA5
State/Zip	NY / 12514	Physical Access	Paved Road	Assoc/Branch	2810
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording	
Location	Clinton	Utilities	On Road	Sec/Twp/Rge	/ /
Legal Description:					

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Cropland A	%	Ac.			X \$	= \$	
Farmstead	%	Ac.			X \$	= \$	
Cropland B	%	Ac.			X \$	= \$	
Cropland C	%	7.50	Ac. 9,000.00		X \$	= \$	67,500
Woods/Other	%	103.40	Ac. 8,970		X \$	= \$	927,500
	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
Totals		110.90	Ac. 8,972.03		X \$	= \$	995,000
CEV Price \$	995,000	- Land Contribution \$	995,000	= Improvement Contribution \$			

Cost and Depreciation Summary

Physical Depreciation	%	Functional Obsolescence	%	External Obsolescence	%	Total Depreciation	%
Total RCN \$		Total Improvement Contribution \$		Improvement As % of Price			%

Income Summary

Summary Total Expenses	/ Stabilized G.I.	= Expense Ratio	%	Total Expenses = \$
Net Income	/ CEV Price 995,000	= Cap Rate	%	Net Income = \$

Sale of a vacant land parcel totaling 110.9 acres which has some open land along the road. There is a utility easement on the property which allows the property owner to cross it so there is no impact to value.

There are four different soil types on the property. In decreasing order of prevalence: Shallow, somewhat excessively drained Nassau-Cardigan complex, very rocky, 61.7% (Class VI, rolling slopes), 7.9% (VII, Hilly). Next is a deep, poorly drained Sun silt loam, 17.2% (IV, Level). Deep, somewhat poorly drained Massena silt loam, 9.0% (III, 3-8%). Last is a Shallow Nassau-Rock outcrop complex, 4.2% (VII, Steep). There are 5.49 acres of the property which are considered federal wetlands, there are no NYS DEC wetlands. The property is not in a FEMA flood zone. There are rolling slopes with some steep slopes. There is 159.8 feet from the highest to the lowest point on the property. Physical access is a bit limited, as the frontage is relatively short.

The property was listed for \$1,109,100 and was not reduced. The property sold for \$995,000 after 85 DOM. HBU is oversized rural residential lots.



VALUATION AFTER EASEMENT



HIGHEST AND BEST USE - "AFTER EASEMENT"

The property is now valued hypothetically with a deeded conservation easement. For this "After Easement" valuation, a thorough review of the easement and the extent to which it affects current and alternative future uses of the property must be made. In this case the subject property is the same physical property as in the "Before Easement" scenario so the site and neighborhood descriptions are identical. Therefore, the same criteria used to evaluate the property "as is" apply in the "as encumbered" situation.

The Highest and Best use definition in the "After Easement" scenario is the same as the "Before Easement" scenario, previously discussed.

The most significant easement terms are as follows. Please see the map on page 68 for further details.

- Subdivision will be prohibited.
- There will be a 6-acre Split Farmstead Area, with one part including the existing buildings and the other part in a wooded area at the south end of the property.
- About 74 acres are the Farm Area and 25.886 acres (on the east side of the largest section) is the Resource Protection Area.
- Within the Farmstead Area there can be one principal residence not to exceed 4,000 sf Footprint Area and two accessory residences (guest/tenant/farm manager) not to exceed 1,500 sf Footprint Area each, with no limit on number accessory apartments or farm labor housing (which also are limited to 1,500 sf Footprint Area each). Also allowed in the Farmstead Area are two cabins for short-term rental, not to exceed a 500 sf Footprint Area for each.
- Agricultural structures are allowed without limits in the Farmstead Areas.
- Mining and excavation are prohibited other than excavation for new construction.

Legally Permissible:

The property is being valued with a deeded conservation easement. This restriction does not allow for personal residential use other than in the designated Farmstead Areas (A/K/A Farmstead Complexes or Building Envelopes). Most non-residential buildings allowed are primarily agriculture related. Additional restrictions apply to subdivision or alternative land uses. Other than the Farmstead Areas, the rest of the property will be designated as a "Farm Area" and a "Resource Protection Area". Additional restrictions apply to uses in these areas. Town zoning restrictions would still apply to the property but it is assumed that most uses permitted by the easement will also be allowed under the current zoning.

Physically Possible:

The subject property is suitable for the current agriculture use, with the open land devoted to meadows, Christmas trees or hay fields. Residential subdivision is prohibited by the easement.



Financially Feasible:

There are some aspects and assumptions about the property that are important in determining the highest and best use with the impending easement in place:

- The land in farm use is suitable for continued agricultural use. There should be some demand for this type of farm in the area for the foreseeable future. It is likely that the current use would continue in a restricted state since it can't be developed or subdivided and would benefit from an agricultural assessment value. An agricultural use keeps the land in production and provides a nice working landscape.
- A rural recreational use (i.e. hunting, horseback riding, skiing, etc.) is another possibility. The conservation easement does have restrictions against some recreational uses as well. A rural recreational use is a viable option but does not necessarily add much to the value. My research has not shown that buyers pay a premium for recreational properties.
- The best sales to draw a conclusion for the highest & best use are farms or rural properties with agricultural acreage sold with similar conservation easements. These sales support a continued farm use of the property. They provide a good indication of value and illustrate that there is resale potential for similar properties with conservation easements.

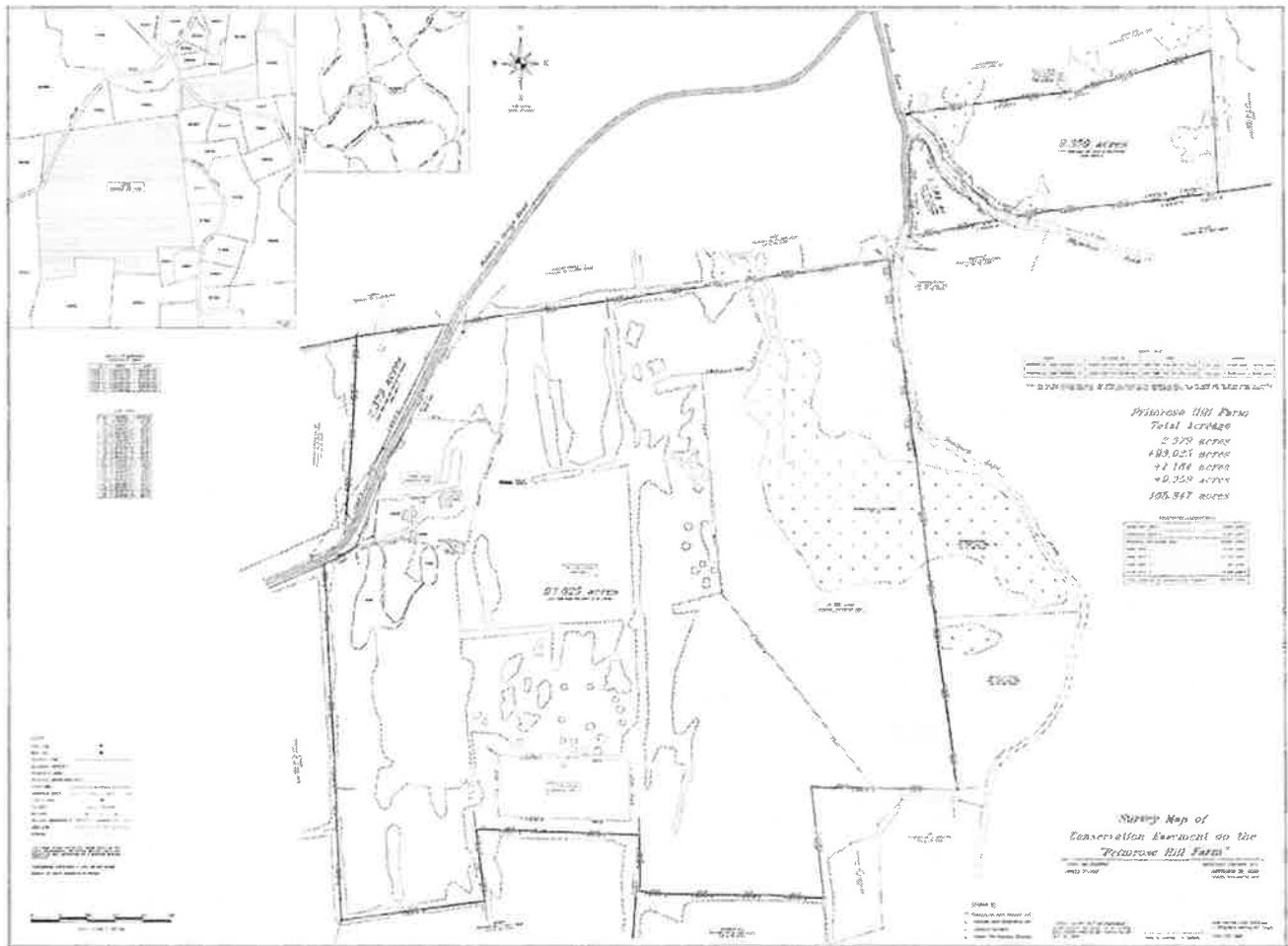
Maximally Productive:

The restrictions imposed by the Conservation Easement set the parameters for the potential uses of the subject. The maximally productive use would follow the intent of the conservation easement, for continued agricultural, forestry and recreational use.

Conclusion - After considering the physical aspects of the property and the uses allowed by the conservation easement, it is the appraiser's opinion that as of the date of appraisal, after imposition of the conservation easement, the Highest and Best Use of the subject property is for continued agricultural, forestry and recreational use.



EASEMENT MAP OF PROPERTY





“AFTER EASEMENT” VALUATION

The “highest and best use” analysis defines the parameters needed to estimate the market value of the subject property with a conservation easement. The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered. For this “After Easement” valuation, the Sales Comparison Approach is considered a reliable valuation methodology and was the only approach developed. The cost approach was not completed since the subject buildings are older and subject to significant depreciation. Their value was determined to be unchanged in both “before easement” and “after easement” valuation scenarios. The income approach was not prepared, due to a lack of rental information available to estimate a capitalization rate.

In applying the sales comparison approach, two types of comparable sales were researched for comparison purposes. The first group includes sales of properties that have similar restrictions against development. Essentially, these are sales of properties with conservation easements or restrictions allowing very limited residential use. My experience has shown that the demand and competition for farm properties like the subject is not confined to the immediate area. Given the limited number of easement encumbered sales in the subject area, the search for comparable sales required a wide radius. The sales selected are from the general subject area. The second group analyzed were farms and rural properties with very limited development potential due to physical issues. In this analysis all sales are encumbered by conservation easements.

Three sales were selected for a comparison to the subject property. All are improved, but other than houses the sale improvements don’t provide much of an indication of value for the subject buildings. The sales selected are discussed in the next section with a corresponding sales analysis grid. Each sale is compared to the property being appraised on a number of factors, including time, conditions of sale, location, & physical characteristics. Since no two properties are alike, the comparison is made by applying a plus or minus value or percentage to each factor (i.e. if the subject is better, a plus is used; if the sale is better, a minus is used).

The market area researched was in the subject area of Dutchess County, encompassing the perceived market area of the subject property. The sales selected have reasonably similar location and land characteristics as the subject property and they share a similar highest & best use. Most are or were farm properties. They include improved sales. Land values were extracted from the improved sales. As would be expected, properties with good views and/or good land utility showed higher values than those with inferior attributes. Ratings made are either with a pairing of sales to isolate the desired differences and/or a general adjustment based on a summary of the real estate market over a period of time.

Adjustments Preface: In order to clarify the adjustment process, the following order of adjustments is applied to the valuation grid analysis. Rights Conveyed, Financing, Conditions of Sale & Market Conditions categories are considered sequentially. In other words, the unit value is recalculated after each adjustment category if an adjustment is necessary. The remaining category adjustments (e.g. locational and physical characteristics) are considered in sum. This means that the remaining adjustments are combined into a subtotal adjustment that is applied to the adjusted unit value after Market Conditions.



“AFTER EASEMENT” VALUATION

Summaries of adjustments are explained below. Many of the adjustment factors mirror those in the “before easement” scenario.

Rights Conveyed: The sales have similar property rights as the subject (e.g. easement encumbered fee simple estate). Therefore, an adjustment for this element was not necessary.

Financing Terms: The subject property has been appraised based on typical financial terms, similar to each of the sales and requiring no further adjustments.

Conditions of Sale: No adjustments were recognized for conditions of sale. They are all confirmed to be arms-length transactions with no known discounts or sale concessions. All are considered to have typical buyer & seller motivations.

Time/Market Conditions: Prices have been quite stable in this general area for the last few years (pre-COVID). Market data indicates a 13.04% increase in prices from 2021 to 2022 for larger parcels like the subject. These conclusions are supported by a market study. Accordingly sales 2 and 3 were adjusted upward for market conditions (time).

Land Adjustments: Land types (such as tillage vs. other land) are mechanically calculated on a per acre basis for each sale. This is shown on the Sales Adjustment pages.

In lieu of formal adjustments, each sale was rated as being inferior to, similar to or superior to the subject based on their differences vs. the subject in size, location, quality/utility, and easement differences. These ratings are shown on the next page and explained on the following pages.

Ratings for size reflect the competition for properties with acreage. This can be an economic size or an acreage size. Typically, the smaller the property (and price), the greater the number of people in competition for it. In this appraisal superior ratings were noted for the sales that were significantly smaller than the subject.

Other than the house, the sale improvements do not provide much of an indication of value for the subject improvements. The values of the subject outbuildings were estimated based on the sales used for comparison or other sales we have seen in the general area. These latter sales were not presented, due to significant differences from the subject in most other respects. The estimated values were allocated to the subject improvements on the sale adjustment pages.

A Sales Comparison Approach grid of the sales and corresponding adjustments made begins on the following page.



"AFTER EASEMENT" VALUATION

UAAR®

File # Primrose Hill/Enc.

Sales Comparison Approach (1-5)																
Sale Data		Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4	Sale #5									
Sale Data	Grantor (Seller)		Coleman	Murphy	DLC											
	Grantee (Buyer)		Dawber + Levinson	Fitzgerald & Millares	Megill + Zelman											
	Source		RE Agent	RE Agent	RE Agent											
	Date	Eff 05/23	07/22	05/21	12/21											
	Eff Unit Size/Unit	105.95 / Acres	67	62	110											
	Sale Price		1,450,000	629,000	705,000											
	Finance Adjusted		Cash	Conv	Other											
	CEV Price		1,450,000	629,000	705,000											
	Road		Hollow Road	Willow Lane	Route 82											
	Township		Clinton	Clinton	Washington											
The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.																
CEV Price/ Acres			21,642	10,178	6,427											
LAND AND IMPROVEMENT ADJUSTMENTS																
Land Adjustment			-239	551	-629											
Impvt. Adjustment			-9,752	-886	5,559											
Adjusted Price			11,651	9,843	11,357											
TIME ADJUSTMENTS																
☐	Yr	☒ Mo	Periods		1	1										
☐	Smpl	☒ Cmp	Rate		13.04	13.04										
☐	Auto	☒ Man	Time Adjustment	0	1,284	1,481										
			Time Adj. Price	11,651	11,127	12,838										
OTHER ADJUSTMENTS																
Size	106 Acres	Smaller	Smaller	Similar												
	Adjustment	-	-	=												
Location	Average	Similar	Similar	Superior												
	Adjustment	=	=	-												
Quality/Utility	Average/Fair	No adjustment	Inferior	Inferior												
	Adjustment	=	+	+												
Easement Terms	1 Prim Res/No Subd	Inferior	Superior	Similar												
	Adjustment	+	-	=												
Overall		Similar	Superior	Similar												
	Adjustment	=	-	=												
Net Adjustments			-9,991	949	6,411											
ADJUSTED PRICE			11,651	11,127	12,838											
Analysis/Comments: (Discuss positive and negative aspects of each sale as they affect value) Please see comments on the previous page, the sales analysis pages that follow and the sales information pages further on in the report. Sale 3 was given less weighting in the final analysis, as it has a superior (estate) overall appeal vs. the subject and the other sales. The indicated value is below the mean but close to the median of the range of adjusted prices.																
Sales Comparison Approach Summary: <table style="width: 100%;"> <tr> <td style="width: 30%;">Property Basis (Value Range):</td> <td style="width: 30%;">\$ 11,127/acre to \$ 12,838/acre</td> <td style="width: 40%; text-align: right;">Sales Comparison Indication:</td> </tr> <tr> <td>Unit Basis: \$ 11,500 / Acre X 105.95 Acres =</td> <td>\$ 1,218,425.00</td> <td style="text-align: right;">\$ 1,218,000</td> </tr> <tr> <td>Multiplier Basis: \$ X (multiple) =</td> <td></td> <td></td> </tr> </table>								Property Basis (Value Range):	\$ 11,127/acre to \$ 12,838/acre	Sales Comparison Indication:	Unit Basis: \$ 11,500 / Acre X 105.95 Acres =	\$ 1,218,425.00	\$ 1,218,000	Multiplier Basis: \$ X (multiple) =		
Property Basis (Value Range):	\$ 11,127/acre to \$ 12,838/acre	Sales Comparison Indication:														
Unit Basis: \$ 11,500 / Acre X 105.95 Acres =	\$ 1,218,425.00	\$ 1,218,000														
Multiplier Basis: \$ X (multiple) =																

“AFTER EASEMENT” VALUATION

UAA®

File # Primrose Hill/Enc.

Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1			Land Adjustment Amt. \$ -239							
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Unit	\$/Unit	Total
Cropland A						23.00	9,000			207,000
Farmstead	5.00	9,000				6.00	9,000			54,000
Cropland B										
Cropland C	13.50	9,000								
Woods/Other	48.50	4,860				66.95	4,860			325,377
Wetland						10.00	2,430			24,300
Sale Land Contrib. 402,225.00 / Eff. Unit Size				67.00	= 6,003	Total	610,677	/ Eff. Unit Size	105.95	= 5,764

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.
Note: Appraiser must manually enter the \$/Unit for the Subject Improvements -- either individually or as a lump sum.

[illegible]

This is a farmette with a horse barn in Clinton. The house is superior in condition and appeal vs. the subject dwelling, but also much larger (adjusted upward by 20%). Size favors the sale. The sale has much better physical access than the subject but inferior soil quality. The sale easement terms are more restrictive than those proposed for the subject.

“AFTER EASEMENT” VALUATION

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File # Primrose Hill/Enc.

Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2			Land Adjustment Amt. \$ 551.00							
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Cropland A						23.00	10,000			230,000
Farmstead	9.00	10,000				6.00	10,000			60,000
Cropland B										
Cropland C										
Woods/Other	52.80	4,164				66.95	4,164			278,780
Wetland						10.00	2,082			20,820
Sale Land Contrib.	309,880.00	/ Eff. Unit Size	61.80	=	5,014	Total	589,600	/ Eff. Unit Size	105.95	= 5,565

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.

Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

Sales Comparison - Sale #2						Improvement Adjustment Amt. \$: -886.07 / Acres					
Sale Impt.	Util/Cond.	Size X	\$/Unit		Contrib. Value	Subject Impt.	Util/Cond.	Size X	\$/Unit		Contrib. Value
House	A / G	2,208 x	\$ 140.00 =		\$ 309,120	House	A / A	2,435 x	\$ 140.00 =		\$ 340,900
Site imprvts	/	1 x	\$10,000.00 =		10,000	Garage	A / A	672 x	\$ 30.00 =		20,160
	/	x	\$	=		Barn	F / A	3,236 x	\$ 10.00 =		32,360
	/	x	\$	=		Barn	G / A	1,200 x	\$ 25.00 =		30,000
	/	x	\$	=		Barn	F / F	480 x	\$ 10.00 =		4,800
	/	x	\$	=		Site impr.	A / A	1 x	\$ 25,000 =		25,000
	/	x	\$	=			/	x	\$	=	
	/	x	\$	=			/	x	\$	=	
	/	x	\$	=			/	x	\$	=	
	/	x	\$	=			/	x	\$	=	
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	/	x	\$	=			/	x	\$	=	
	/	x	\$	=			/	x	\$	=	
Sale Effective Unit Size:			61.80		\$ 319,120	Subject Effective Unit Size:			105.95		\$ 453,220
Total Improvement Value = \$			5,163.75	/ Acres		Total Improvement Value = \$			4,277.68	/ Acres	

This is a house and land in Clinton. The house is a bit smaller than the subject dwelling but also slightly better in condition and appeal. Size favors the sale but soil quality favors the subject. The sale easement allows one subdivision, two building envelopes and two primary residences - this is a distinct advantage vs. the subject.

“AFTER EASEMENT” VALUATION

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File # Primrose Hill/Enc.

Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3			3		Land Adjustment Amt. \$		-629.00				
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total	
Cropland A						23.00	8,000			184,000	
Farmstead	5.00	8,000				6.00	8,000			48,000	
Cropland B											
Cropland C	37.70	8,000									
Woods/Other	67.00	4,323				66.95	4,323			289,425	
Wetland						10.00	2,161			21,610	
Safe Land Contrib. 631,250.00 / Eff.			Unit Size	109.70	=	5,754	Total	543,035	/ Eff. Unit Size	105.95 = 5,125	

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid. Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is a barn and land in Washington. Location favors the sale, with historically higher prices in Washington vs. Clinton. This advantage is partly offset by the sale being on a state road, vs. the subject's more private location. The sale has inferior overall soil quality and a significant area of class A flood zone.



"AFTER EASEMENT" VALUATION – RECONCILIATION

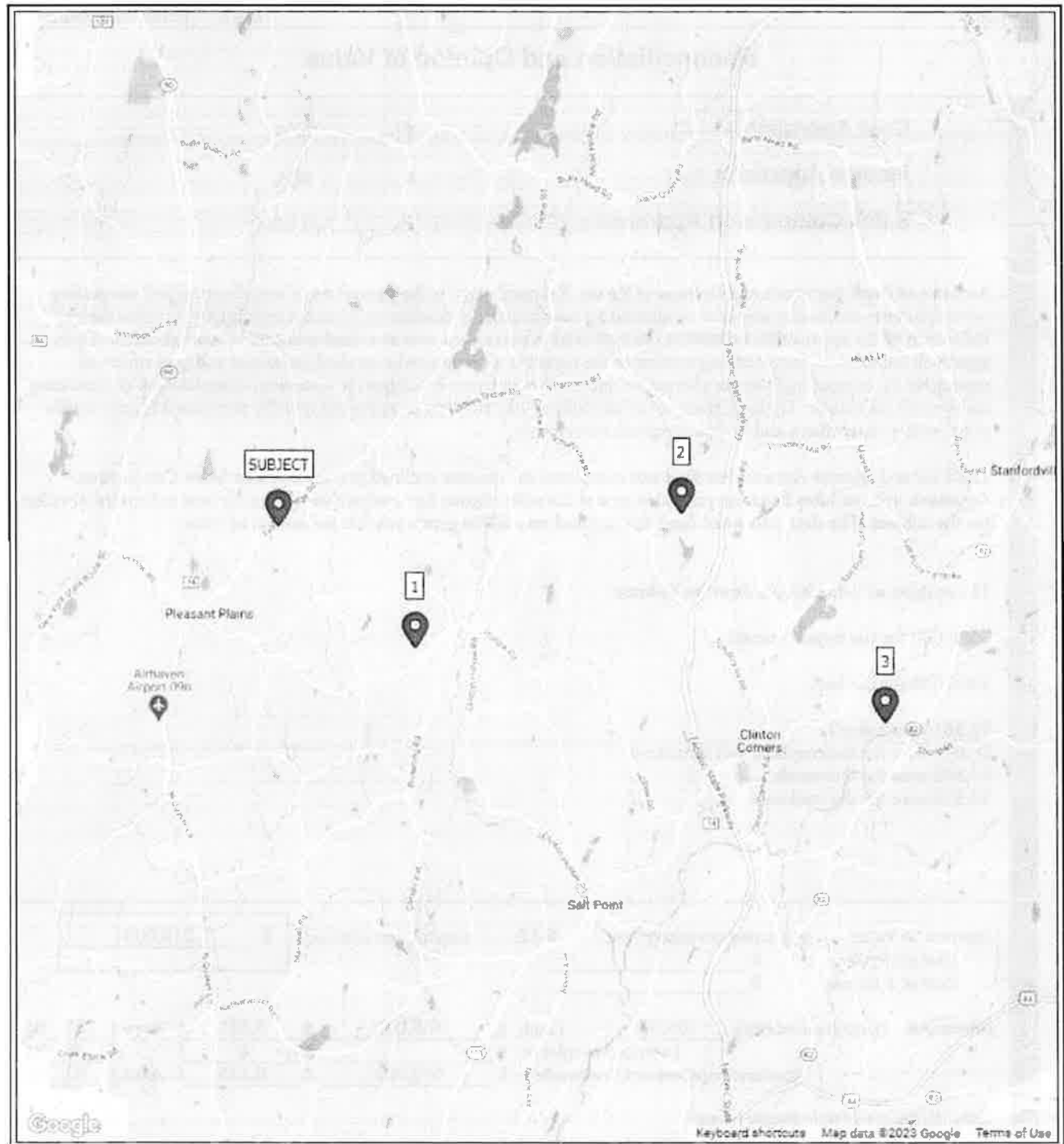
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File # Primrose Hill/Enc.

Reconciliation and Opinion of Value										
Summary	<table style="width: 100%;"> <tr> <td style="width: 60%;">Cost Approach</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 30%; text-align: center;">N/A</td> </tr> <tr> <td>Income Approach</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Sales Comparison Approach</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">1,218,000</td> </tr> </table>	Cost Approach	\$	N/A	Income Approach	\$	N/A	Sales Comparison Approach	\$	1,218,000
	Cost Approach	\$	N/A							
	Income Approach	\$	N/A							
Sales Comparison Approach	\$	1,218,000								
Analysis of Each Approach and Opinion of Value: Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. Each approach included in the preceding section of the report is a recognized appraisal technique and was reviewed separately by comparing it to the alternative approaches in terms of adequacy, accuracy, completeness of reasoning and overall reliability. Under a given set of conditions, one solution or approach usually provides a higher degree of reliability than others and is thus weighted accordingly. The Cost and Income Approaches were not completed for reasons outlined previously. The Sales Comparison Approach utilizes sales from the general area and the sales chosen for analysis should be the best indicators of value for the subject. The data presented from this method was felt to give a reliable indication of value. The opinion of value breaks down as follows: \$650,000 for the improvements \$568,000 for the land: \$5,361/acre overall \$9,000/acre for the cropland and farmstead \$4,500/acre for the woods \$2,373/acre for the wetlands										
Discussion & Correlation of Values	Opinion Of Value - (Estimated Marketing Time 6-12 months, see attached) \$ 1,218,000 Cost of Repairs \$ _____ Cost of Additions \$ _____									
	Allocation: (Total Deeded Units: 105.95) Land: \$ 568,000 \$ 5,361 / Acre (47 %) Land Improvements: \$ _____ \$ 0 / (0 %) Structural Improvement Contribution: \$ 650,000 \$ 6.135 / Acre (53 %) Value Estimate of Non-Realty Items: Value of Personal Property (local market basis) \$ _____ Value of Other Non-Realty Interests: \$ _____ Non-Realty Items: \$ _____ \$ 0 / (0 %) Leased Fee Value (Remaining Term of Encumbrance) \$ _____ \$ 0 / (0 %) Leasehold Value \$ _____ \$ 0 / (0 %) Overall Value \$ 1,218,000 \$ 11,496 / Acre (100 %)									
Allocation of Value										



Location Map





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File # Primrose Hill/Enc.

Index #	22NY027.006	Database #	48	Sale #	1	Improved Sale
Grantor	Coleman	Sales Price	1,450,000	Property Type	Equine	
Grantee	Dawber + Levinson	Other Contrib.		Primary Land Use	Horses	
Deeded Acres	67.00	Net Sale Price	1,450,000	Zoning	Ag/Res	
Sale Date/DOM	07/12/22 / 43	\$/Deeded Acre	21,641.79	SubZone	AR-3	
Prior Sale Date		Financing	Cash	Dev Rights	Sold - Full	
Prior CEV Price		% Fin. Adj.		Book/Page	2022-3042	
Analysis Code	DFK	CEV Price	1,450,000	Block Lot	6367-00-804176	
Source	RE Agent	SCA Unit Type	Acres	School District	Hyde Park	
Motivation	Typical	Eff. Unit Size	67.00	Facility Type	Boarding	
Highest & Best Use	Country Estate	SCA \$/Unit	21,641.79	Number of Stalls	11	
Address	745 Hollow Road	Multiplier Unit		Front Feet per Acre	36.4	
City	Clinton Corners	Multiplier No.		Front Feet	2436	
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA2	
State/Zip	NY / 12580	Physical Access	Paved Road	Assoc/Branch	2810	
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording		
Location	Clinton	Utilities	Typical	Sec/Twp/Rge	/ /	
Legal Description:						

Land-Mix Analysis							
Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Farmstead	%	5.00	Ac. 9,000.00			X \$	= \$ 45,000
Cropland A	%		Ac.			X \$	= \$
Cropland B	%		Ac.			X \$	= \$
Cropland C	%	13.50	Ac. 9,000.00			X \$	= \$ 121,500
Woodland	%	48.50	Ac. 4,860.00			X \$	= \$ 235,725
Other	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
	%		Ac.			X \$	= \$
Totals		67.00	Ac. 6,003.13			X \$	= \$ 402,225
CEV Price \$	1,450,000	- Land Contribution \$	402,225	= Improvement Contribution \$			1,047,775

Income Analysis

Income Estimate Basis:		☐ Cash	☐ Share	☐ Owner/Operator			
Income Source		Unit	Stabilized	Total Production		Cash/Share/Owner Income	
☐ Actual	☐ Estimated	Units	Measure	Yield	Stabilized \$/Unit	Gross Income	Share %
Improvements		Improvements Included in Land Rent				/mo	/yr



UAAR®

File # Primrose Hill/Enc.

Index # 22NY027.006

Database # 48

Sale # 1

Improvement Analysis

Replacement Cost

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Stable	Site imprvts							
Size	5,228	4,315	1							
Unit	Sq Ft	Sq Ft								
Utility	G	A								
Condition	G	A								
Age	20	25								
Remaining Life	45	25								
RCN/Unit	250.00	50.00	25,000.00							
RCN	1,307,000	215,750	25,000							
% Physical Depreciation	30	50								
RCN Remainder After Phys. Depr.	914,900	107,875	25,000							
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	914,900	107,875	25,000							
% External Obsolescence										
Total Impt. Contribution	914,900	107,875	25,000							
Contribution \$/Unit	175.00	25.00	25,000.00							

Physical Depreciation 32 % Functional Obsolescence % External Obsolescence % Total Depreciation 32 %
 Total RCN \$ 1,547,750 Total Improvement Contribution: \$ 1,047,775 Improvement As % of Price 72 %

The sale of a farmette which has a horse barn on it. There is a single family residence which was built in 1780. The property is subject to a Winnakee Land Trust easement that is quite restrictive. No new additional principal residential structures are permitted, normal accessory structures (e.g. pools, garages, tennis courts) are permitted only in the building envelope or accessory building area, no mobile homes or house trailers are permitted, agricultural structures (including equestrian facilities) may be constructed but only on the existing barn footprints, agricultural fields may be used for agricultural purposes or must at a minimum be mowed at least once annually, and the property can't be further subdivided.

There are multiple soil types on the property. The most common is a well drained Dutchess-Cardigan complex, 45.2% (III, Rolling), 8.7% (IV, Hilly). Next is a somewhat excessively drained Nassau-Cardigan complex, very rocky, 27.0% (VII, hilly), 6.8% (VI, rolling). There is no drainage class for the Nassau-Rock outcrop complex, 9.8% (VII, Steep). The only very poorly drained soil is a Natchaug muck, 1.6% (V, 0-2%). The last soil is a poorly drained Sun Silt loam, .9% (IV, Level). There are 4.78 acres of federal wetlands, there are no NYS DEC wetlands and no flood zones. There is no pattern in regards to topography, the west side is where the property is the highest. There is 198.5 ft of difference from the highest to the lowest point. Most of the property is open land which is used as pasture. The woodland on the property is preserved by the Fisher Forest Act. There are two ponds on the farmstead which makes for a nice setting. There is long frontage and good internal access.

The residence is a single family with 4 bedrooms, 4 bathrooms and 5288 sqft. There are multiple different flooring types. Throughout the residence it has been updated while keeping the "old charm" as some rooms have wide board wood floors. There is an attached garage which has a bedroom overhead. There is a horse barn on the property which was built in stages and has 11 stalls. This is an older, post and beam structure. Site improvements include paddock fencing and some nice landscaping.

The property was listed for \$1,435,000 and was on the market for 43 days. This was originally part of a 175-acre parcel with the balance across the road. The entire parcel sold for \$1,600,000 in 2014. Winnakee Land Trust must have consented to a subdivision that allowed the 2022 sale of the portion north of the road.



ABOVE: Sale 1 - Aerial Photo

BELOW: Sale 1 - House





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File # Primrose Hill/Enc.

Sale Analysis

Index #	21NY027.032	Database #	47	Sale #	2	Improved Sale
Grantor	Murphy	Sales Price	629,000	Property Type	Rural Residential	
Grantee	Fitzgerald & Millares	Other Contrib.		Primary Land Use	Residential	
Deeded Acres	61.80	Net Sale Price	629,000	Zoning	Ag/Res	
Sale Date/DOM	05/21/21 / 669	\$/Deeded Acre	10,177.99	SubZone		
Prior Sale Date		Financing	Conv	Dev Rights	Sold - Full	
Prior CEV Price		% Fin. Adj.		Book/Page	22021/51905	
Analysis Code	PCH	CEV Price	629,000	Block Lot	6567-00-129884	
Source	RE Agent	SCA Unit Type	Acres	School District	Pine Plains	
Motivation	Typical	Eff. Unit Size	61.80	Facility Type		
Highest & Best Use	Rural Residential	SCA \$/Unit	10,177.99	Number of Stalls		
Address	83 Willow Lane	Multiplier Unit		Front Feet per Acre	13	
City	Clinton Corners	Multiplier No.		Front Feet	788	
County	Dutchess	Legal Access	Road Frontage	Market Area	10-MA2	
State/Zip	NY / 12514	Physical Access	Paved Road	Assoc/Branch	2810	
Region/Area/Zone	/ /	View	Rural	Tax ID/Recording		
Location	Clinton	Utilities	Typical	Sec/Twp/Rge	/ /	
Legal Description:						

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Farmstead	%	9.00	Ac. 10,000.00		X \$	= \$	90,000
Cropland A	%		Ac.		X \$	= \$	
Cropland B	%		Ac.		X \$	= \$	
Cropland C	%		Ac.		X \$	= \$	
Woodland	%	52.80	Ac. 4,164.00		X \$	= \$	219,880
Other	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
Totals		61.80	Ac. 5,013.90		X \$	= \$	309,880
CEV Price \$	629,000	- Land Contribution \$	309,880	= Improvement Contribution \$			319,120

Income Analysis

Income Estimate Basis:		☐ Cash	☐ Share	☐ Owner/Operator	
Income Source	Units	Unit Measure	Stabilized Yield	Total Production	Cash/Share/Owner Income
☐ Actual ☐ Estimated				Stabilized \$/Unit	Share %
				Gross Income	Income \$
Improvements	Improvements Included in Land Rent		/mo	/yr	
					Stabilized Gross Income = \$
Expense Items:		Expenses (cont.):		Expenses (cont.):	
Real Estate Tax	\$		\$		\$
Insurance	\$		\$		\$
Maintenance	\$		\$		\$
Management	\$		\$		\$
Total Expenses		/ Stabilized G.I.		= Expense Ratio	% Total Expenses = \$
Net Income		/ CEV Price	629,000	= Cap Rate	% Net Income = \$



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File # Primrose Hill/Enc.

Index # 21NY027.032

Database # 47

Sale # 2

Improvement Analysis

Replacement Cost

Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
Type	House	Site Improvs								
Size	2,208	1								
Unit	Sq Ft									
Utility	A									
Condition	G									
Age	20									
Remaining Life	45									
RCN/Unit	200.00	10,000.00								
RCN	441,600	10,000								
% Physical Depreciation	30									
RCN Remainder After Phys. Depr.	309,120	10,000								
% Functional Obsolescence										
RCN Rem. After Phys./Funct. Depr.	309,120	10,000								
% External Obsolescence										
Total Impt. Contribution	309,120	10,000								
Contribution \$/Unit	140.00	10,000.00								

Physical Depreciation 29 % Functional Obsolescence % External Obsolescence % Total Depreciation 29 %
 Total RCN \$ 451,600 Total Improvement Contribution: \$ 319,120 Improvement As % of Price 51 %

This is a house, site improvements, and land in the town of Clinton. The house is an 1850s eyebrow Colonial with three bedrooms and 1.1 baths. There is one fireplace, and a variety of flooring. It looks nice inside. Site improvements include an IG pool, run-in shed and one fenced paddock. The house location is a bit close to the road.

There is 790' of frontage, so physical access is adequate. There is minimal open land but there are two small ponds set back from the road. 84% of the soils are well or somewhat excessively drained and include Nassau-Cardigan (rolling/class VI, very rocky and steep/VII) and Dutchess-Cardigan (undulating/II, rocky). Poorly drained include Sun (IV) and Wayland (V) silt loams, both level. Topography is undulating to rolling, with not much in the way of level areas but also not many steep slopes. There are 4.65 acres of Federal (NWI) wetlands, no NYS DEC wetlands, and no flood zone A.

The entire property is subject to a 2007 DLC conservation easement. This allows one subdivision and two building envelopes - one is four acres with the existing house and the other is floating with a maximum size of 5 acres. Two primary residences are allowed and must be < 6,500 sf each. One tenant/guest house is allowed and must be < 1,500 sf. Two accessory apartments are allowed and one may substitute for the tenant/guest house. Accessory structures are limited to a total of 3,000 sf and ag structures are limited to a total of 3,000 sf each and 10,000 sf total. Mining is prohibited, forestry is allowed with an approved plan.

The property was listed for \$779,000 and reduced over time to \$629,000. It sold after 669 DOM. It was also listed for 350 days at prices ranging from \$879,000 to \$969,000 - this expired 6 weeks before the first listing described. The price seems low in the current market but with the long exposure it's hard to argue that it was not FMV.

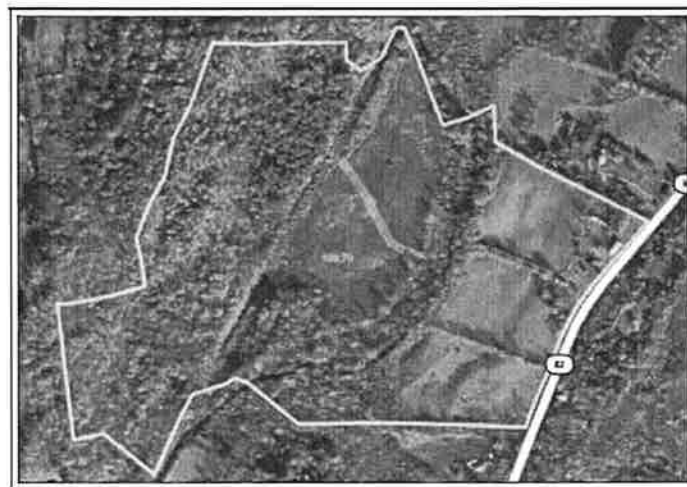


RIGHT: Sale 2 - Aerial Photo



LEFT: Sale 2 - House

RIGHT: Sale 3 - Aerial Photo





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File # Primrose Hill/Enc.

Index # 21NY027.023		Database # 54		Sale # 3							
Improvement Analysis											
					Replacement Cost						
Improvement Analysis	Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
	Type	Barn	Site imprvts								
	Size	3,400	1								
	Unit	Sq Ft									
	Utility	A									
	Condition	A									
	Age	25									
	Remaining Life	25									
	RCN/Unit	75.00	10,000.00								
	RCN	255,000	10,000								
	% Physical Depreciation	50									
	RCN Remainder After Phys. Depr.	127,500	10,000								
	% Functional Obsolescence										
	RCN Rem. After Phys./Funct. Depr.	127,500	10,000								
	% External Obsolescence	50									
	Total Impt. Contribution	63,750	10,000								
Contribution \$/Unit	18.75	10,000.00									
Physical Depreciation <u>48</u> % Functional Obsolescence <u> </u> % External Obsolescence <u>46</u> % Total Depreciation <u>72</u> % Total RCN \$ <u>265,000</u> Total Improvement Contribution: \$ <u>73,750</u> Improvement As % of Price <u>10</u> %											
Comments	Sale of a 109.7-Acre parcel which is encumbered by a conservation easement held by Dutchess Land Conservancy. There is a barn and some other smaller storage sheds and barns. The property was donated to DLC in 2018 with no restrictions. It was advertised for sale and the listing specified that it would be encumbered by an easement, which was recorded at the time of closing. Some of the highlights from the easement: - There are three different areas of the property where building envelopes can be sited - There can be 1 or 2 building envelopes, with a maximum total size of 10 ac total - Any acreage not designated as building envelopes is Preservation Area - Buildings cannot be more than 800 sqft in preservation area, no more than 4800 sqft total - 1 primary residence less than 4500 sqft - 1 tenant or guest house less than 2500 sqft - 1 accessory apartment - Accessory, educational or recreational structures cannot be larger than 3000 sqft - Agricultural structures cannot be larger than 5000 sqft - No more than a total 48,000 Sqft of buildings total on the property are allowed - Commercial forestry harvesting is allowed with proper plan - No subdivision is allowed. The most common soil type on the property is a somewhat excessively drained Hoosic gravelly loam, 19.8% of the property (III, undulating), 11.1% (VII, hilly), 10.2% (III, rolling). Next is a poorly drained Fluvuquents-Udifluvents complex, 17.4% (V, Level). The Nassau-Rock outcrop complex does not have a drainage class, 15.7% (VII, Steep). There is a well drained Wappinger loam, 13.0% (I, Level), a somewhat excessively drained Nassau-Cardigan complex, very rocky, 12.5% (VII, hilly), and a moderately well drained Pawling silt loam, .3% (V, level). There are 12.15 acres of federal wetlands on the property, but no NYS DEC wetlands. 35.32 acres of the property are in a FEMA Flood zone A. No buildings on the property are in the Flood Zone. Most of the property is level with the western side having a very steep slope where the rock outcrop is. Wappinger Creek runs through the property and this is a noted fishing stream. There is a bridge across the creek but judging from the MLS pictures it may not be suited for anything other than foot traffic. There is a barn on the property which is 3400 sqft and was built in 1985. It is a 2-story gambrel roofed structure with sliding doors on each end, T-111 siding, and asphalt shingle roof. From the outside it looks like it was built to be a horse barn but there is no indication of any internal finish. There are 4 other small buildings on the property and their contributory value is minimal. All of the buildings are near the road. The property was listed for \$625,000 and sold for \$705,000 after 82 DOM. The buyer had to be approved by the DLC board of directors.										



VALUATION AFTER EASEMENT, WITH PPR



HIGHEST AND BEST USE - “AFTER EASEMENT, WITH PPR”

The property is now valued hypothetically with a deeded conservation easement that includes a Preemptive Purchase Right (PPR). The analysis shown on pages 69-70 also applies in this situation – the PPR does not change the Highest and Best Use, only the value of the property with it in place.

The primary purpose of the Preemptive Purchase Right is to ensure the continued ownership of the property by a party capable of maintaining productive agricultural use. The PPR constitutes a continuing restriction that runs with the land and shall apply to the property and each conveyance, in perpetuity. The Permitted Resale Price shall be equal to the Agricultural Use Value of the Property. The Grantee shall have the right to exercise the PPR in the event that the Grantor proposes to sell or otherwise transfer (a) the property or any part of the property, (b) any interest in the property, or (c) any interest in a corporation, limited liability company, partnership, trust or other entity holding title to all or part of the property. Exempt conveyances include specified family transfers, a transfer to a Qualified Farmer for the purpose of continued agricultural use, or to a lender as a result of a collection action for indebtedness of the property owner being in default.

Some of the key elements that matter when considering how much of a discount would apply in Preemptive Purchase Right (PPR) agreements are as follows.

- The degree of competition for farmland in the subject area.
- The quality of the land for agricultural uses. This would be for various factors such as soil quality, topography/slope, drainage, irrigation water availability, etc.
- Whether or not a farmstead(s) is permitted on the property and if there is, is it in a desirable location and what structures are permitted.
- The intent and administration of the easement holder. Is the intent of the easement for farmland preservation, affordable farmland, or perhaps a gateway for attracting new, young, or beginning farmers.
- The ability to finance the property, encumbered by traditional conservation easements and now PPR restrictions. Many banks are reluctant to finance or subordinate their position to these additional rights.
- The size of the property. Larger farm properties tend to have a larger discount.
- Is the property improved. Typically, the PPR applies to both land and buildings.
- Is there a Covenant to Farm agreement and what additional restrictions would it impose.

Our analysis of Preemptive Purchase Right (PPR) valuation discounts shows a range of diminution in value from 7.7% to 50.7%. The lower range would typically be in areas with strong competition for farmland, perhaps a good location for retail farm sales, above-average land quality, and/or a desirable farmstead site. Conversely, the higher range would be for properties in areas with less market demand, fewer amenities, and/or additional restrictions. In this case the PPR would be applicable to the land and improvements.

The subject property is in an area with fair competition for similar farmland, it has average quality land, and the Farmstead Complex is located along the road, not in a more desirable area on the interior of the property. The Farmstead Complex location is suitable for retail sales, although it's not on a busy road. It should be noted that many farms like the subject in the general area are purchased as estate farms or rural residences with agricultural acreage, with little consideration for the agricultural use or income.

Four sales with PPR restrictions were analyzed in this appraisal and included in the valuation analysis. The discount for the PPR in those sales was 20% off the easement-encumbered value. It is my opinion that the diminution in market value for the subject property would be slightly higher (25%). This discount was factored into the allocation of building values to the subject on the sale adjustment pages – the values estimated in the “before easement” analysis were reduced by 25% and then allocated to the subject buildings.



“AFTER EASEMENT” VALUATION, WITH PPR

The “highest and best use” analysis defines the parameters needed to estimate the market value of the subject property with a conservation easement. The three acceptable approaches to value, (1) the Cost Approach, (2) the Income Approach, and (3) the Sales Comparison Approach have been considered. For this “After Easement” valuation, the Sales Comparison Approach is considered a reliable valuation methodology and was the only approach developed. The cost approach was not completed since the subject buildings are older and subject to significant depreciation. Their value was determined to be unchanged in both “before easement” and “after easement” valuation scenarios. The income approach was not prepared, due to a lack of rental information available to estimate a capitalization rate.

Four sales were selected for a comparison to the subject property, all of which were subject to a PPR. All are improved, but the sale improvements don’t provide much of an indication of value for the subject buildings. The sales selected are discussed in the next section with a corresponding sales analysis grid. Each sale is compared to the property being appraised on a number of factors, including time, conditions of sale, location, & physical characteristics. Since no two properties are alike, the comparison is made by applying a plus or minus value or percentage to each factor (i.e. if the subject is better, a plus is used; if the sale is better, a minus is used).

The market area researched was southeastern NY State, encompassing the perceived market area of the subject property. The sales selected have reasonably similar location and land characteristics as the subject property and they share a similar highest & best use. Most are or were farm properties. They include improved sales. Land values were extracted from the improved sales. As would be expected, properties with good views and/or good land utility showed higher values than those with inferior attributes. Ratings made are either with a pairing of sales to isolate the desired differences and/or a general adjustment based on a summary of the real estate market over a period of time.

Adjustments Preface: In order to clarify the adjustment process, the following order of adjustments is applied to the valuation grid analysis. Rights Conveyed, Financing, Conditions of Sale & Market Conditions categories are considered sequentially. In other words, the unit value is recalculated after each adjustment category if an adjustment is necessary. The remaining category adjustments (e.g. locational and physical characteristics) are considered in sum. This means that the remaining adjustments are combined into a subtotal adjustment that is applied to the adjusted unit value after Market Conditions.



“AFTER EASEMENT” VALUATION, WITH PPR

Summaries of adjustments are explained below. Many of the adjustment factors mirror those in the “before easement” scenario.

Rights Conveyed: The sales have similar property rights as the subject (e.g. easement encumbered fee simple estate). Therefore, an adjustment for this element was not necessary.

Financing Terms: The subject property has been appraised based on typical financial terms, similar to each of the sales and requiring no further adjustments.

Conditions of Sale: No adjustments were recognized for conditions of sale. They are all confirmed to be arms-length transactions with no known discounts or sale concessions. All are considered to have typical buyer & seller motivations.

Time/Market Conditions: Prices have been quite stable in this general area for the last few years (pre-COVID). Market data indicates a 13.04% increase in prices from 2021 to 2022 for larger parcels like the subject. These conclusions are supported by a market study. Accordingly all four sales were adjusted upward for market conditions (time).

Land Adjustments: Land types (such as tillage vs. other land) are mechanically calculated on a per acre basis for each sale. This is shown on the Sales Adjustment pages.

In lieu of formal adjustments, each sale was rated as being inferior to, similar to or superior to the subject based on their differences vs. the subject in size, location, and quality/utility. These ratings are shown on the next page and explained on the following pages.

Ratings for size reflect the competition for properties with acreage. This can be an economic size or an acreage size. Typically, the smaller the property (and price), the greater the number of people in competition for it. In this appraisal superior ratings were noted for the sales that were significantly smaller than the subject.

Other than the house, the sale improvements do not provide much of an indication of value for the subject improvements. The values of the subject outbuildings were estimated based on the sales used for comparison or other sales we have seen in the general area. These latter sales were not presented, due to significant differences from the subject in most other respects. The estimated values were allocated to the subject improvements on the sale adjustment pages, as explained on page 89.

A Sales Comparison Approach grid of the sales and corresponding adjustments made begins on the following page.



"AFTER EASEMENT" VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach (1-5)

Sale Data		Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5													
Sale Data	Grantor (Seller)		Myers & Saulpaugh	Breathe Deep Farm	Artemis Farms LLC	Topp Estate														
	Grantee (Buyer)		Kukon Brothers	Barn at Millers Crsg	EZ Farm NL LLC	Southway														
	Source		Buyer	Buyer, office files	Attorney	Buyer, other														
	Date	Eff 05/23	10/20	12/18	12/20	03/19														
	Eff Unit Size/Unit	105.95 / Acres	121	69	120	196														
	Sale Price		595,000	608,704	245,000	311,640														
	Finance Adjusted		FC		Other	Conv														
	CEV Price		595,000	238,304	245,000	311,640														
	Road		US Route 9	NYS Route 217	Cemetery Road	Shoddy Hollow Rd														
	Township		Livingston	Claverack	New Lebanon	Mount Hope														
The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.																				
CEV Price/ Acres			4,922	3,453	2,039	1,591														
LAND AND IMPROVEMENT ADJUSTMENTS																				
Land Adjustment			-1,057	-1,404	-684	-109														
Impvt. Adjustment			2,891	4,008	4,443	3,924														
Adjusted Price			6,756	6,057	5,798	5,406														
TIME ADJUSTMENTS																				
	Yr	X Mo	Periods	1	1	1	1													
	Smpl	X Cmp	Rate	13.04	13.04	13.04	5.56													
	Auto	X Man	Time Adjustment	881	790	756	301													
			Time Adj. Price	7,637	6,847	6,554	5,707													
OTHER ADJUSTMENTS																				
Size	106 Acres	Similar	Smaller	Similar	Larger															
	Adjustment	=	-	=	++															
Location	Average	Inferior	Inferior	Inferior	Similar															
	Adjustment	+	+	++	=															
Quality/Utility	Average/Fair	Superior	Superior	Superior	Similar															
	Adjustment	-	-	-	=															
Adjustment																				
Overall	Adjustment	Similar	Similar	Inferior	Inferior															
		=	=	+	++															
Net Adjustments			2,715	3,394	4,515	4,116														
ADJUSTED PRICE			7,637	6,847	6,554	5,707														
Analysis/Comments: (Discuss positive and negative aspects of each sale as they affect value) Please see comments on the previous page, the sales analysis pages that follow and the sales information pages further on in the report. All four sales were given roughly equal weighting in the final analysis. The indicated value is close to the median and median of the range of adjusted prices.																				
Sales Comparison Approach Summary: <table style="width: 100%;"> <tr> <td>Property Basis (Value Range):</td> <td>\$ 5,707/acre</td> <td>to</td> <td>\$ 7,637/acre</td> <td rowspan="3" style="vertical-align: top; padding-left: 20px;"> Sales Comparison Indication: \$ 710,000 </td> </tr> <tr> <td>Unit Basis:</td> <td>\$ 6,700 / Acre</td> <td>X</td> <td>105.95 Acres =</td> </tr> <tr> <td>Multiplier Basis:</td> <td>\$</td> <td>X</td> <td>(multiple) = \$</td> </tr> </table>								Property Basis (Value Range):	\$ 5,707/acre	to	\$ 7,637/acre	Sales Comparison Indication: \$ 710,000	Unit Basis:	\$ 6,700 / Acre	X	105.95 Acres =	Multiplier Basis:	\$	X	(multiple) = \$
Property Basis (Value Range):	\$ 5,707/acre	to	\$ 7,637/acre	Sales Comparison Indication: \$ 710,000																
Unit Basis:	\$ 6,700 / Acre	X	105.95 Acres =																	
Multiplier Basis:	\$	X	(multiple) = \$																	

“AFTER EASEMENT” VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #1			Land Adjustment Amt. \$ -1,057							
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Unit	\$/Unit	Total
Cropland A	92.00	3,400				23.00	3,400			78,200
Farmstead	15.56	3,400				6.00	3,400			20,400
Cropland B										
Cropland C										
Woods/Other	13.32	1,823				66.95	1,823			122,050
Wetland						10.00	911			9,110
Sale Land Contrib.	389,984.00	/ Eff. Unit Size	120.88	=	3,226	Total	229,760	/ Eff. Unit Size	105.95	= 2,169

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.

Sales Comparison - Sale #1					Improvement Adjustment Amt. \$: 2,891 / Acres				
Sale Impt.	Utl/Cond.	Size X	\$/Unit	Contrib. Value	Subject Impt.	Utl/Cond.	Size X	\$/Unit	Contrib. Value
Shop	A	/A 3,988	X \$ 15.00	=\$ 59,820	House	A	/A 2,435	X \$ 165.00	=\$ 401,775
Pole Barn	A	/G 1,920	X \$ 14.06	=\$ 27,000	Garage	A	/ A 672	X \$ 22.50	=\$ 15,120
Grain bin	A	/A 46,900	X \$ 1.18	=\$ 55,401	Barn	F	/A 3,236	X \$ 7.50	=\$ 24,270
Pole Barn	F	/A 2,760	X \$ 7	=\$ 20,183	Barn	G	/A 1,200	X \$ 18.75	=\$ 22,500
Mach Shed	G	/A 5,664	X \$ 4.88	=\$ 27,612	Barn	F	/F 480	X \$ 7.50	=\$ 3,600
Site imprvts	A	/A 1	X \$15,000.00	=\$ 15,000	Site impr.	A	/A 1	X \$ 18,750	=\$ 18,750
	/		X \$	=\$		/		X \$	=\$
	/		X \$	=\$		/		X \$	=\$
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	/		X \$	=\$		/		X \$	=\$
	/		X \$	=\$		/		X \$	=\$
	/		X \$	=\$		/		X \$	=\$
Sale Effective Unit Size:		120.88		\$ 205,016	Subject Effective Unit Size:		105.95		\$ 486,015
Total Improvement Value = \$		1,696.03	/ Acres		Total Improvement Value = \$		4,587.21	/ Acres	

This is the purchase of a crop farm by the tenants, who had some extra motivation for the purchase. The easement is held by Columbia Land Conservancy. The sale location is inferior to the subject (historically higher real estate prices in Clinton vs. Livingston) but the sale has better overall land quality and access.

“AFTER EASEMENT” VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #2		2		Land Adjustment Amt. \$		-1,404.00				
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Cropland A	45.00	3,500				23.00	3,500			80,500
Farmstead	8.25	3,500				6.00	3,500			21,000
Cropland B										
Cropland C										
Woods/Other	15.76	757				66.95	757			50,681
Wetland						10.00	358			3,580
Sale Land Contrib.	198,304.00	/ Eff. Unit Size	69.01	=	2,874	Total	155,761	/ Eff. Unit Size	105.95	= 1,470

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an Improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid.

Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is the purchase of a crop farm by a nearby organic farm operation. The easement is held by Columbia Land Conservancy. The sale location is inferior to the subject (historically higher real estate prices in Clinton vs. Claverack) but the sale has better overall land quality and access. The other adjustment was for the smaller size of the sale.

“AFTER EASEMENT” VALUATION, WITH PPR

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File # Primrose Hill/Enc PPR

Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #3			3	Land Adjustment Amt. \$ -684.00						
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Cropland A	69.00	2,500				23.00	2,500			57,500
Farmstead	9.00	2,500				6.00	2,500			15,000
Cropland B										
Cropland C										
Woods/Other	42.15	776				66.95	776			51,953
Wetland						10.00	388			3,880
Sale Land Contrib.	227,712.00 / Eff.	Unit Size	120.15 =	1,895	Total	128,333 / Eff.	Unit Size	105.95 =	1,211	

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid. Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is a livestock farm in northern Columbia County. The easement is held by Columbia Land Conservancy. The sale location is inferior to the subject (historically higher real estate prices in Clinton vs. New Lebanon) but the sale has better overall land quality and access.

“AFTER EASEMENT” VALUATION, WITH PPR

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Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Comparison - Sale #4			Land Adjustment Amt. \$ -109							
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
Cropland A						23.00	2,000			46,000
Farmstead	8.40	2,000				6.00	2,000			12,000
Cropland B	42.00	2,000								
Cropland C	38.00	1,000								
Woods/Other	107.48	399				66.95	399			26,686
Wetland						10.00	200			2,000
Sale Land Contrib. 181,640.00 / Eff. Unit Size 195.88 = 927						Total	86,686	/ Eff. Unit Size	105.95 =	818

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Compare each set of sale improvements to the subject improvements making judgments regarding utility and condition. Then arrive at an improvement adjustment for each sale on a per acre or per unit basis. These adjustments are shown on the Sales Comparison Grid. Note: Appraiser must manually enter the \$/Unit for the Subject Improvements – either individually or as a lump sum.

[illegible]

This is a retired dairy farm in Orange County. Size favors the subject but location and overall quality/utility are reasonably similar to the subject.



"AFTER EASEMENT" VALUATION, WITH PPR – RECONCILIATION

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File # Primrose Hill/Enc PPR

Reconciliation and Opinion of Value

Summary

Cost Approach	\$	N/A
Income Approach	\$	N/A
Sales Comparison Approach	\$	710,000

Discussion & Correlation of Values

Analysis of Each Approach and Opinion of Value: Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. Each approach included in the preceding section of the report is a recognized appraisal technique and was reviewed separately by comparing it to the alternative approaches in terms of adequacy, accuracy, completeness of reasoning and overall reliability. Under a given set of conditions, one solution or approach usually provides a higher degree of reliability than others and is thus weighted accordingly.

The Cost and Income Approaches were not completed for reasons outlined previously. The Sales Comparison Approach utilizes sales from the general area and the sales chosen for analysis should be the best indicators of value for the subject. The data presented from this method was felt to give a reliable indication of value.

The opinion of value breaks down as follows:

\$486,000 for the improvements

\$224,000 for the land:

\$2,114/acre overall

\$3,100/acre for the cropland and farmstead

\$2,000/acre for the woods

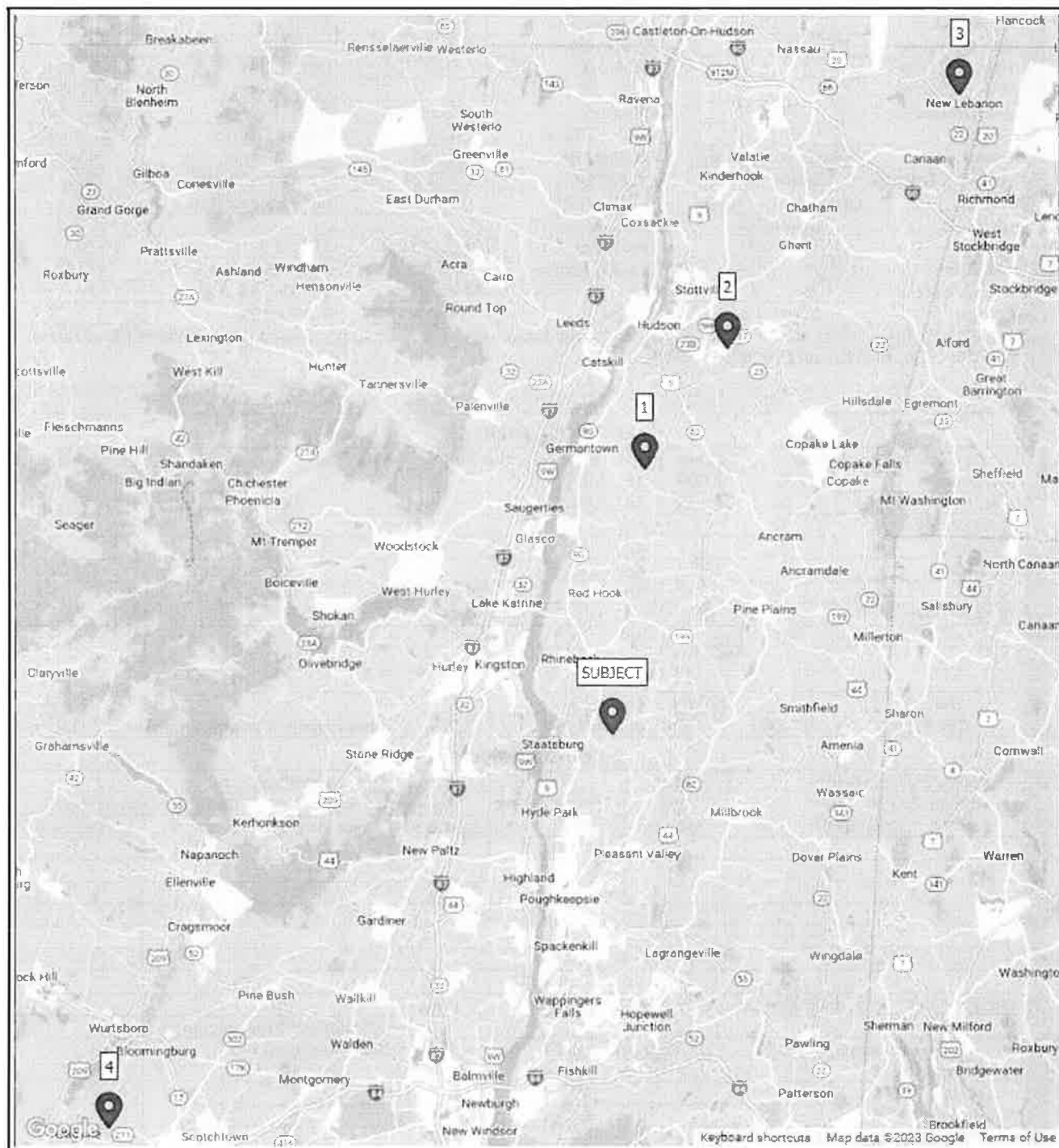
\$ 460/acre for the wetlands

Allocation of Value

Opinion Of Value -	(Estimated Marketing Time	6-12	months, see attached)	\$	710,000
Cost of Repairs	\$				
Cost of Additions	\$				
Allocation: (Total Deeded Units: 105.95)	Land:	\$ 224,000	\$ 2,114 /	Acre (32 %)	
	Land Improvements:	\$	\$ 0 /	(0 %)	
	Structural Improvement Contribution:	\$ 486,000	\$ 4,587 /	Acre (68 %)	
Value Estimate of Non-Realty Items:					
Value of Personal Property (local market basis)	\$				
Value of Other Non-Realty Interests:	\$				
Non-Realty Items:	\$	0	/	(0 %)	
Leased Fee Value (Remaining Term of Encumbrance)	\$	0	/	(0 %)	
Leasehold Value	\$	0	/	(0 %)	
Overall Value	\$	710,000	\$ 6,701 /	Acre (100 %)	



Location Map



Index #	20NY021.023	Database #	2162	Sale #	1	Improved Sale
Grantor	<u>Myers & Saulpaugh</u>	Sales Price	<u>595,000</u>	Property Type	<u>Crop Farm</u>	
Grantee	<u>Kukon Brothers</u>	Other Contrib.		Primary Land Use	<u>Cropland</u>	
Deeded Acres	<u>120.88</u>	Net Sale Price	<u>595,000</u>	Zoning	<u>Ag/Res</u>	
Sale Date/DOM	<u>10/01/20 /</u>	\$/Deeded Acre	<u>4,922.24</u>	SubZone		
Prior Sale Date		Financing	<u>FC</u>	Dev Rights	<u>Sold - Full</u>	
Prior CEV Price		% Fin. Adj.		Book/Page	<u>913/2094</u>	
Analysis Code	<u>PCH</u>	CEV Price	<u>595,000</u>	Block Lot	<u>170-1-49</u>	
Source	<u>Buyer</u>	SCA Unit Type	<u>Acres</u>	School District	<u>Red Hook</u>	
Motivation	<u>Buyer Motivated</u>	Eff. Unit Size	<u>120.88</u>	Facility Type	<u>N/A</u>	
Highest & Best Use	<u>Agricultural</u>	SCA \$/Unit	<u>4,922.24</u>	Number of Stalls	<u>N/A</u>	
Address	<u>US Rt 9 & Sparrow Bush Rd</u>	Multiplier Unit		Front Feet per Acre	<u>66</u>	
City	<u>Livingston</u>	Multiplier No.				
County	<u>Columbia</u>	Legal Access	<u>Road Frontage</u>	Market Area	<u>10-MA2</u>	
State/Zip	<u>NY / 12541</u>	Physical Access	<u>Paved Road</u>	Assoc/Branch	<u>2810</u>	
Region/Area/Zone	<u>/ /</u>	View	<u>Mountains</u>	Tax ID/Recording		
Location	<u>Livingston</u>	Utilities	<u>Typical</u>	Sec/Twp/Rge	<u>/ /</u>	
Legal Description: Sellers are the Nancy Myers Trust, the John Myers Trust, Laurence Saulpaugh, and the estate of Linda Saulpaugh. Buyer is Kukon Brothers Property, LLC.						

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Cropland A	%	92.00	Ac. 3,400.00		X \$	= \$	312,800
Farmstead	%	15.56	Ac. 3,400.00		X \$	= \$	52,904
Cropland B	%		Ac.		X \$	= \$	
Pasture	%		Ac.		X \$	= \$	
Woodland	%	13.32	Ac. 1,823		X \$	= \$	24,280
Other	%		Ac.		X \$	= \$	
Recreational	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
Totals		120.88	Ac. 3,226.23		X \$	= \$	389,984
CEV Price \$	595,000	- Land Contribution \$		389,984	= Improvement Contribution \$		205,016

Income Analysis

Income Estimate Basis:			Cash	Share	Owner/Operator			
Income Source		Unit	Stabilized	Total Production		Cash/Share/Owner Income		
☐ Actual	☐ Estimated	Units	Measure	Yield	Stabilized \$/Unit	Gross Income	Share %	
Improvements		Improvements Included in Land Rent						
		/mo						/yr
Stabilized Gross Income = \$								
Expense Items:		Expenses (cont.):		Expenses (cont.):				
Real Estate Tax	\$		\$		\$			
Insurance	\$		\$		\$			
Maintenance	\$		\$		\$			
Management	\$		\$		\$			
Total Expenses		/ Stabilized G.I.	= Expense Ratio		%	Total Expenses = \$		
Net Income		/ CEV Price	595,000	= Cap Rate		%	Net Income = \$	



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File # Primrose Hill/Enc PPR

Index # 20NY021.023			Database # 2162			Sale # 1					
Improvement Analysis							Replacement Cost				
Improvement Analysis	Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
	Type	Shop	Pole Barn	Grain bin	Pole Barn	Mach Shed	Site imprvts				
	Size	3,988	1,920	46,900	2,760	5,664	1				
	Unit	Sq Ft	Sq Ft	Bu.	Sq Ft	Sq Ft					
	Utility	A	A	A	F	G	A				
	Condition	A	G	A	A	A	A				
	Age	25	10	8	16	20					
	Remaining Life	25	30	22	24	20					
	RCN/Unit	40.00	25.00	2.10	25.00	15.00	15,000.00				
	RCN	159,520	48,000	98,490	69,000	84,960	15,000				
	% Physical Depreciation	50	25	25	40	50					
	RCN Remainder After Phys. Depr.	79,760	36,000	73,868	41,400	42,480	15,000				
	% Functional Obsolescence				25						
	RCN Rem. After Phys./Funct. Depr.	79,760	36,000	73,868	31,050	42,480	15,000				
% External Obsolescence	25	25	25	35	35						
Total Impt. Contribution	59,820	27,000	55,401	20,183	27,612	15,000					
Contribution \$/Unit	15.00	14.06	1.18	7.31	4.88	15,000.00					
Physical Depreciation 39 % Functional Obsolescence 4 % External Obsolescence 26 % Total Depreciation 57 %											
Total RCN \$ 474,970 Total Improvement Contribution: \$ 205,016 Improvement As % of Price 34 %											

This is the former "Saulpaugh Farm" which was purchased by Kukon Brothers, who had been renting the property for a number of years. It includes 120.88 acres and is almost all of one tax parcel. There is about 1,000' of frontage on the north side of US Route 9, and almost 7,000' of frontage on the west side of Sparrow Bush Road (paved, town maintained). The frontage is uninterrupted, at grade and mostly open; internal access is excellent. About 92 acres are tillable, with the cropland having almost all class II soils. The remaining land is woods, brush, ponds, and the building site. Topography is level to very gently rolling. Views are attractive, of the subject and surrounding land plus the Catskill Mountain to the west. There is a narrow band of Federal (NWI) wetlands in the woods on the west side of the property, but this is of minor consequence. There are no flood zones or NYS DEC wetlands. Moderately to somewhat excessively drained soils (85% of the subject, all class II) include Knickerbocker fine sandy loam, Scio silt loam, Elnora fine sandy loam and Collamer silt loam. Somewhat to very poorly drained soils include Raynham very fine sandy loam, Canandaigua silt loam, Walpole sandy loam and Niagara silt loam. All of the soils are deep. The class II soils are Prime Farmland and the Niagara soils are Soils of Statewide Importance. These are above-average soils for this area.

The property is subject to a Columbia Land Conservancy conservation easement, sold by the prior owners for \$605,000 just before this deed changed hands. Note that the sale contract specified that the purchase price was \$1,200,000 less the amount received from CLC. This was a private sale with no Realtor involved. The buyers were strongly motivated for this purchase and it appears they paid a 20-25% premium as a result. They grow hundreds of acres of crops and this is now their base of operations; they put up 2 large grain bins while renting the property. Significant easement terms are as follows.

- There is a 15.56-acre Farmstead Complex, which encompasses the existing building site and a portion of the field directly to the east. The remaining acreage is the "Farm Area".
- There is a Preemptive Purchase Right, which limits future sales of the property to its "Agricultural Use Value" unless the buyer is a "Qualified Farmer for the purpose of continued agricultural use". Subdivision, mining and extraction are prohibited.
- Residences may be built in the Farmstead Complex to the extent allowed by zoning, but nowhere else. Outside of the Farmstead Complex, the owner has the right to improve the property for agricultural purposes, with a maximum of 2% of the Farm Area having impervious surfaces. With consent from the easement holder, this can be increased to a maximum of 5%.

The buildings are all located in the southwest corner of the subject. This is a former grain and potato farm. The SHOP is in four sections, all in average condition with average utility. The main shop area measures 30x50x14 and is a steel framed pole barn on a concrete slab, with a metal exterior. There is a 14x16 OH door, full insulation and a suspended forced air heater. Connected on the west side is a work area that includes an office area and full bath. West of this is a



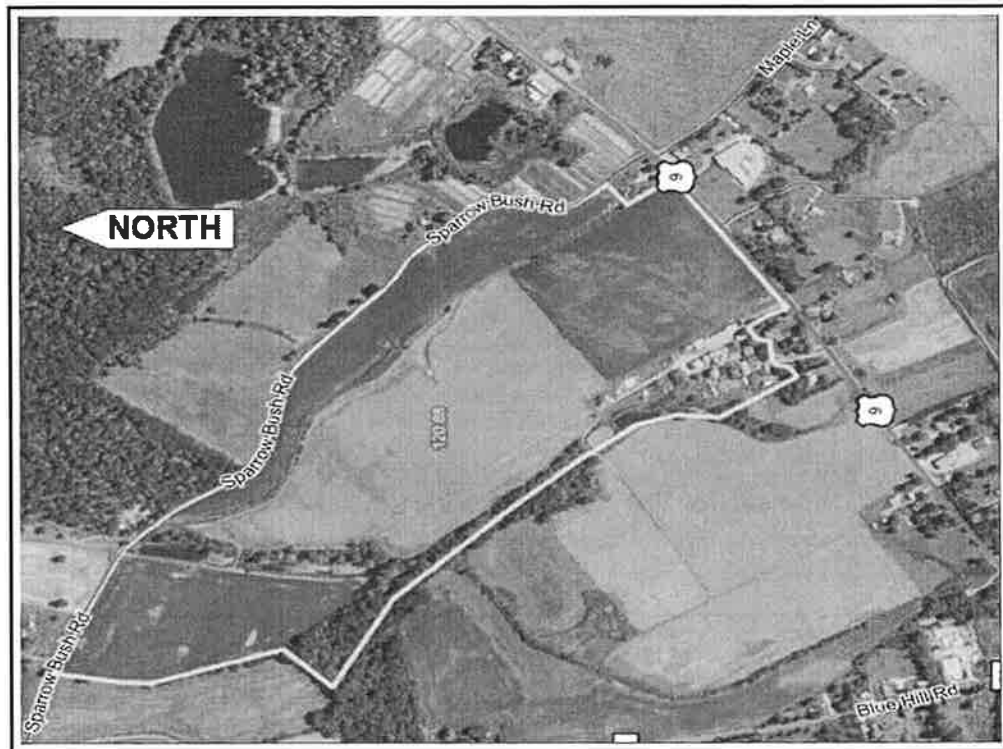
Comments Continued

smaller shop area. Both are of similar construction to the main section. This has a 16' wide OH door and suspended hot air heater. On the west end of this complex is a 30x50 concrete block section. The south side has 12' ceilings, an 8x9 OH door, concrete floor and a vehicle lift. The north side has 5 horse stalls. Upstairs there is an area that was used as an apartment in the past, plus hay storage. The concrete block section of the complex is not included in the 3,988 square feet, as it has no contributory value.

The larger POLE BARN has a steel frame on a concrete slab with a metal exterior. It measures 40x48x12 with one OH door @ 14x12. There is full insulation and this has been used in the past for grain storage. There are multiple steel GRAIN BINS: three @ 9,100 bushels, one @ 19,600 bushels, and four smaller bins of various sizes. Total capacity of the 4 large bins is 46,900 bushels.

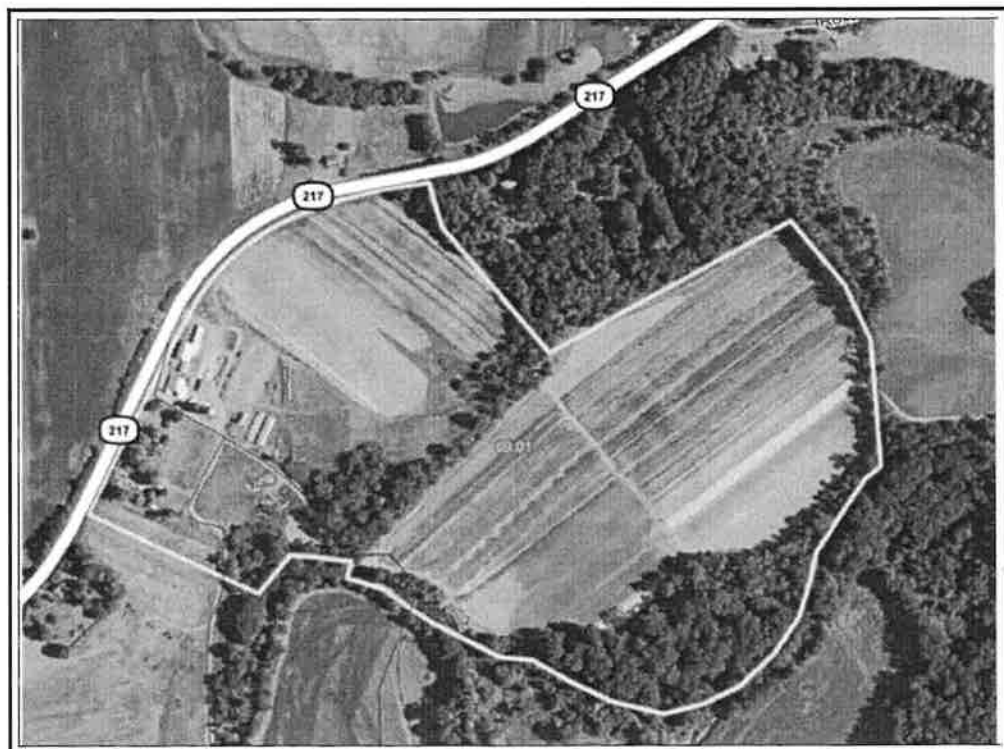
The other POLE Barn has a frame structure on a concrete slab. It has full insulation, board & batten siding and metal roof. There are 2 OH doors, one @ 11' wide by 10' high and one @ 14' wide by 8' high. Condition is average, utility is limited by the eave height. There is a loading dock attached on the west side. The MACHINE SHEDS are attached to the pole barn described directly above. These are 2 connected sections, 112x30x14 and 72x32x14. The former has a steel frame, metal exterior and concrete slab. It has 7 bays, plus a 16' wide cooler with rigid foam insulation. The smaller section is of wood pole frame construction on a slab, with a metal exterior. Both sections are open to the west. Utility is good overall, with the larger section in better condition than the smaller. Note that these are attached to the storage barn but are valued separately due to the distinct differences in construction and utility.

The main SITE IMPROVEMENTS include a truck scale and a grain dryer shed. The scale has a 50-ton capacity and there is a small shed that houses the display equipment, etc. The dryer shed is 24x52x16, of pole frame construction with a metal exterior. It is open to the east and partly to the west. Note that the grain dryer itself is considered personal property and not valued here. Condition and utility are average for both units. Other site improvements include the grain leg, gravel driveways & parking areas, one well, and electrical service.



ABOVE: Sale 1 - Aerial Photo

BELOW: Sale 2 - Aerial Photo





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File # Primrose Hill/Enc PPR

Index #	18NY021.034	Database #	2120	Sale #	2	Improved Sale
Grantor	Breathe Deep Farm, LP	Sales Price	608,704	Property Type	General	
Grantee	The Barn at Millers Crossing, LLC	Other Contrib.		Primary Land Use	Cropland	
Deeded Acres	69.01	Net Sale Price	238,304	Zoning	Ag/Res	
Sale Date/DOM	12/19/18 /	\$/Deeded Acre	3,453.18	SubZone	RA	
Prior Sale Date		Financing		Dev Rights	Sold - Full	
Prior CEV Price		% Fin. Adj.		Book/Page	878/624	
Analysis Code	JSW	CEV Price	238,304	Block Lot	121-1-39	
Source	Buyer, office files	SCA Unit Type	Acres	School District		
Motivation	Typical	Eff. Unit Size	69.01	Facility Type		
Highest & Best Use	Agricultural	SCA \$/Unit	3,453.18	Number of Stalls		
Address	Route 217	Multiplier Unit		Front Feet		
City	Claverack	Multiplier No.				
County	Columbia	Legal Access	Typical	Market Area	10-MA2	
State/Zip	NY / 10953	Physical Access	Good	Assoc/Branch	2810	
Region/Areal/Zone	/ /	View	Average/Good	Tax ID/Recording		
Location	Claverack	Utilities	On site	Sec/Twp/Rge	/ / /	

Legal Description: - Development rights were granted to Columbia Land Conservancy simultaneously with the sale, with funding provided by The State of New York, Scenic Hudson Land Trust, Inc. The easement includes a Preemptive Purchase Right (PPR) which was funded by Equity Trust, Inc.

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Cropland A	%	45.00	Ac. 3,500.00		X \$	= \$	157,500
Farmstead	%	8.25	Ac. 3,500.00		X \$	= \$	28,875
Cropland B	%		Ac.		X \$	= \$	
Cropland C	%		Ac.		X \$	= \$	
Woodland	%	15.76	Ac. 757		X \$	= \$	11,929
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
Totals		69.01	Ac. 2,873.56		X \$	= \$	198,304
CEV Price \$	238,304	- Land Contribution \$		198,304	= Improvement Contribution \$		40,000

Income Analysis

Income Analysis

Income Estimate Basis:			Cash		Share		Owner/Operator	
Income Source			Unit	Stabilized	Total Production		Cash/Share/Owner Income	
☐ Actual	☐ Estimated	Units	Measure	Yield	Stabilized \$/Unit	Gross Income	Share %	Income \$
Improvements			Improvements Included in Land Rent		/mo	/yr		
					Stabilized Gross Income = \$			
Expense Items:		Expenses (cont.):		Expenses (cont.):				
Real Estate Tax	\$		\$		\$			
Insurance	\$		\$		\$			
Maintenance	\$		\$		\$			
Management	\$		\$		\$			
Total Expenses		/ Stabilized G.I.		= Expense Ratio	%	Total Expenses = \$		
Net Income		/ CEV Price	238,304	= Cap Rate	%	Net Income = \$		



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Index # 18NY021.034			Database # 2120			File # Primrose Hill/Enc PPR					
						Sale # 2					
Improvement Analysis						Replacement Cost					
Improvement Analysis	Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5	Impt. #6	Impt. #7	Impt. #8	Impt. #9	Impt. #10
	Type	House	Tenant House	Dairy (TS)	Pole Barn	Site imprvts					
	Size	2,600	600	6,800	5,200	1					
	Unit	Sq Ft	Sq Ft	Sq Ft	Sq Ft						
	Utility	F	F	F	F	A					
	Condition	P	P	F	P	A					
	Age	64	65	43	50						
	Remaining Life	11		7							
	RCN/Unit	110.00	100.00	30.00	10.00	4,000.00					
	RCN	286,000	60,000	204,000	52,000	4,000					
	% Physical Depreciation	85	100	85	100						
	RCN Remainder After Phys. Depr.	42,900		30,600		4,000					
	% Functional Obsolescence	15		40							
	RCN Rem After Phys /Funct. Depr.	36,465		18,360		4,000					
	% External Obsolescence	30		40							
Total Impt. Contribution	25,000		11,000		4,000						
Contribution \$/Unit	9.62		1.62		4,000.00						
Physical Depreciation 87 % Functional Obsolescence 24 % External Obsolescence 32 % Total Depreciation 93 %											
Total RCN \$ 606,000 Total Improvement Contribution:\$ 40,000 Improvement As % of Price 17 %											

Comments

- Sale of a portion of a former dairy farm located in the central part of the county. The seller was an agricultural investment group. The buyer is a local organic farm operation looking to expand and have a retail farm market. The Route 217 location is only moderately busy so some destination marketing would be beneficial.
- The net sale price above is the net amount paid by the buyer, after easement payments and other consideration to the seller. The land and building allocations reflect the Preemptive Purchase Right (PPR) which is 20% off the easement encumbered value of the property (land & buildings).
- If the farm was sold, the PPR requires it to be sold to a qualified farmer at agricultural value (land and buildings) with a price restriction on the value of the home(s) as well. The primary purpose of the PPR is to ensure the continued ownership of the Property by a party capable of maintaining productive agricultural use. The intent is to keep the property affordable for continued farming. The Grantee shall have the right to exercise the PPR in the event that the Grantor proposes to sell or otherwise transfer (a) the property or any part of the property, (b) any interest in the property or (c) any interest in a corporation, limited liability company, partnership, trust or other entity holding title to all or part of the property. Exempt conveyances include specified family transfers, a transfer to a Qualified Farmer for the purpose of continued agricultural use, or to a lender as a result of a collection action for indebtedness of the property owner being in default. Other terms of the easement include no subdivision or mining permitted and a single Farmstead Complex.
- Approximately 50 acres are in cropland, some of which is included in the Farmstead Complex, a designated site under the easement. The cropland is of good quality with the primary soils classified as Prime Farmland with Occum loam (0-3% slopes, Class I) and Knickerbocker fine sandy loam (3-8% slopes, Class II). The Occum loam is in the Claverack Creek 100-year flood zone but reportedly the flood hazard is slight. The creek provides irrigation water. The Occum soil is one of the best farmland soils in the county. The wooded & brushy land along and adjacent to the Claverack Creek has poorly drained Fluvaquents-Udifulvents soils (Class V). Topography is level to gently sloping with a general slope down from the road to the Claverack Creek.
- The buildings were in fair to poor condition at the time of sale. They included the main residence, a tenant house, a dairy barn complex and a number of outbuildings. The tenant house and dairy barn were substantially improved by the buyers while the property was under option. Some of the updates were taken into consideration in the amount paid for the PPR.



UAAR®

File # Primrose Hill/Enc PPR

Index #	20NY021.028	Database #	24	Sale #	3	Improved Sale
Grantor	Artemis Farms LLC	Sales Price	245,000	Property Type	Crop Farm	
Grantee	EZ Farm NL LLC	Other Contrib.		Primary Land Use	Cropland	
Deeded Acres	120.15	Net Sale Price	245,000	Zoning	Ag/Res	
Sale Date/DOM	12/10/20 /	\$/Deeded Acre	2,039.12	SubZone		
Prior Sale Date		Financing	Other	Dev Rights	Sold - Full	
Prior CEV Price		% Fin. Adj.		Book/Page	920/516	
Analysis Code	PCH	CEV Price	245,000	Block Lot	19-71.11, 71.12, 80	
Source	Attorney	SCA Unit Type	Acres	School District	New Lebanon	
Motivation	Typical	Eff. Unit Size	120.15	Facility Type	N/A	
Highest & Best Use	Agricultural	SCA \$/Unit	2,039.12	Number of Stalls	N/A	
Address	Cemetery Road	Multiplier Unit		Front Feet per Acre	8	
City	New Lebanon	Multiplier No.				
County	Columbia	Legal Access	Road Frontage	Market Area	10-MA2	
State/Zip	NY / 12125	Physical Access	Paved Road	Assoc/Branch	2810	
Region/Area/Zone	/ /	View	Mountains	Tax ID/Recording		
Location	New Lebanon	Utilities	Typical	Sec/Twp/Rge	/ / /	
Legal Description:						

Land-Mix Analysis

Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Cropland A	%	69.00	Ac. 2,500.00		X \$	= \$	172,500
Farmland	%	9.00	Ac. 2,500.00		X \$	= \$	22,500
Cropland B	%		Ac.		X \$	= \$	
Pasture	%		Ac.		X \$	= \$	
Woodland	%	42.15	Ac. 776		X \$	= \$	32,712
Other	%		Ac.		X \$	= \$	
Recreational	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
	%		Ac.		X \$	= \$	
Totals		120.15	Ac. 1,895.20		X \$	= \$	227,712
CEV Price \$	245,000	- Land Contribution \$		227,712	= Improvement Contribution \$		17,288

Income Analysis

Income Analysis

Income Estimate Basis:			Cash	Share	Owner/Operator			
Income Source		Unit	Stabilized	Total Production		Cash/Share/Owner Income		
☐ Actual	☐ Estimated	Units	Measure	Yield	Stabilized \$/Unit	Gross Income	Share %	Income \$



UAAR®

File # Primrose Hill/Enc PPR

Index # 20NY021.028		Database # 24		Sale # 3	
Improvement Analysis				Replacement Cost	
Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5
Type	Cabin	Mach Shed	Site imprvts		
Size	288	1,536	1		
Unit	Sq Ft	Sq Ft			
Utility	A	A	A		
Condition	G	F	A		
Age	10	20			
Remaining Life	40	20			
RCN/Unit	40.00	10.00	5,000.00		
RCN	11,520	15,360	5,000		
% Physical Depreciation	20	50			
RCN Remainder After Phys. Depr.	9,216	7,680	5,000		
% Functional Obsolescence					
RCN Rem. After Phys./Funct. Depr.	9,216	7,680	5,000		
% External Obsolescence	50				
Total Impt. Contribution	4,608	7,680	5,000		
Contribution \$/Unit	16.00	5.00	5,000.00		

Physical Depreciation	31	% Functional Obsolescence		% External Obsolescence	21	% Total Depreciation	45	%
Total RCN \$	31,880	Total Improvement Contribution:\$	17,288	Improvement As % of Price	7	%		

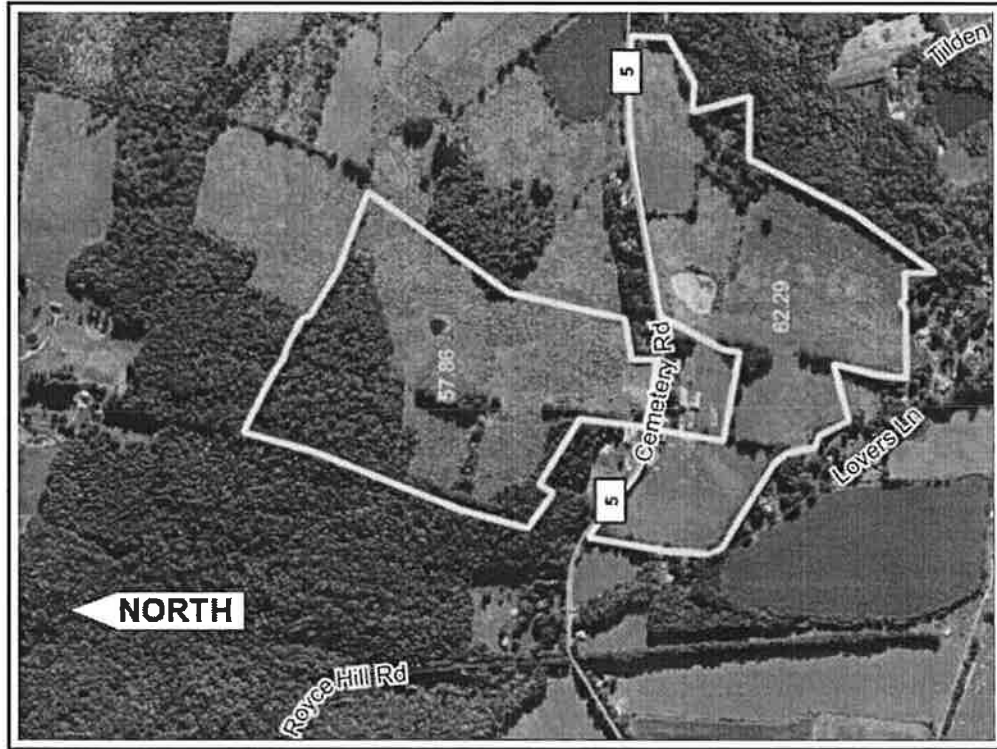
This is a livestock farm that includes 120.15 acres in three tax parcels. There is long frontage on the north side of Cemetery Road (paved, town maintained), and much shorter frontage on the north side. The frontage is mostly at grade and open; internal access is average overall. About 69 acres are tillable, most of which is being pastured or lying fallow. The remaining land is woods, brush, and the building site. Topography is a steady slope down from north to south. Views are attractive, of the subject and surrounding lands. There is an area of Federal (NWI) wetlands and a much smaller area of NYS DEC wetlands on the east side of the property, but no flood zones. 92% of the soils are moderately to somewhat excessively drained and include Stockbridge (class III), Pittstown (II, III & IV), Macomber-Taconic (IV), Blasdel (II), Manlius (II), and Nassau (VI & VII). Poorly drained soils include Limerick (IV) and Punsit (III). These are above average quality overall.

Buildings on the subject are modest and include a small cabin (which the seller was living in) and a machinery shed that is open to the south and used as a livestock run-in. Site improvements include another small building on the farmstead and fencing (including page wire deer fencing around a few acres on the east side).

The property is subject to a Columbia Land Conservancy conservation easement. Significant easement terms are as follows.

- There is a split Farmstead Complex; 5.53 acres encompass the existing building site and another 3.47 acres are on the north side of the road.
- There is a Preemptive Purchase Right, which limits future sales of the property to its "Agricultural Use Value" unless the buyer is a "Qualified Farmer for the purpose of continued agricultural use". Subdivision, mining and extraction are prohibited.
- Residences and Ag Structures may be built in the Farmstead Complex. Buildings in the Farm Area require consent from CLC.

As per the seller's attorney, the property was not listed for sale and the buyer knew the seller before the sale. He did not feel their knowing each other impacted the purchase price. It's possible that the lack of market exposure did have an effect, as the price is a bit on the low side.



ABOVE: Sale 3 - Aerial Photo

BELOW: Sale 4 - Aerial Photo





UAAAR®

File # Prinrose Hill/Enc PPR

Index #	19NY111.005	Database #	1	Sale #	4	Improved Sale
Grantor	William Topp Estate	Sales Price	311,640	Property Type	Dairy	
Grantee	M. & P. Southway	Other Contrib.		Primary Land Use	Cropland	
Deeded Acres	195.88	Net Sale Price	311,640	Zoning	Ag/Res	
Sale Date/DOM	03/22/19 /	\$/Deeded Acre	1,590.97	SubZone	RA	
Prior Sale Date		Financing	Conv	Dev Rights	Sold - Full	
Prior CEV Price		% Fin. Adj.		Book/Page	14544/1323	
Analysis Code	PVM	CEV Price	311,640	Block Lot	6-1-16.11	
Source	Buyer, other	SCA Unit Type	Acres	Facility Type		
Motivation	Typical	Eff. Unit Size	195.88	Capacity		
Highest & Best Use	Agricultural	SCA \$/Unit	1,590.97			
Address	Shoddy Hollow Road	Multiplier Unit				
City	Mount Hope	Multiplier No.				
County	Orange	Legal Access	Typical	Market Area	02-01	
State/Zip	NY / 10953	Physical Access	Good - town road	Assoc/Branch	2811	
Region/Area/Zone	/ /	View	Average	Tax ID/Recording		
Location	Mount Hope	Utilities	On site	Sec/Twp/Rge	/ / /	

Legal Description: - Development rights were granted to Orange County Land Trust simultaneously with the sale, with funding provided by The State of New York, Scenic Hudson Land Trust, Inc, and Equity Trust, Inc.
- The easement includes a Preemptive Purchase Right (PPR) and a Covenant to Farm restriction.

Land-Mix Analysis							
Land Use	Ratios	Acres	\$/Acre	Unit Size	Unit Type	\$/Unit	Total Unit Value
Cropland A	%	Ac.			X \$	= \$	
Farmstead	%	8.40	Ac. 2,000.00		X \$	= \$	16,800
Cropland B	%	42.00	Ac. 2,000.00		X \$	= \$	84,000
Cropland C	%	38.00	Ac. 1,000.00		X \$	= \$	38,000
Woodland	%	107.48	Ac. 399		X \$	= \$	42,840
Other	%	Ac.			X \$	= \$	
Recreational	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
	%	Ac.			X \$	= \$	
Totals		195.88	Ac. 927.30		X \$	= \$	181,640
CEV Price \$	311,640	- Land Contribution \$		181,640	= Improvement Contribution \$		130,000

Income Analysis							
Income Estimate Basis:		Cash	Share	Owner/Operator			
Income Source	Units	Unit Measure	Stabilized Yield	Total Production	Cash/Share/Owner Income		
☐ Actual ☐ Estimated				Stabilized \$/Unit	Gross Income	Share %	Income \$
Improvements	Improvements Included in Land Rent			/mo	/yr		
				Stabilized Gross Income = \$			
Expense Items:		Expenses (cont.):		Expenses (cont.):			
Real Estate Tax	\$		\$		\$		
Insurance	\$		\$		\$		
Maintenance	\$		\$		\$		
Management	\$		\$		\$		
Total Expenses	/ Stabilized G.I.		= Expense Ratio		%	Total Expenses = \$	
Net Income	/ CEV Price		311,640	= Cap Rate		%	Net Income = \$



UAAR®

File # Primrose Hill/Enc PPR

Index # 19NY111.005		Database # 1		Sale # 4	
Improvement Analysis					
Replacement Cost					
Item:	Impt. #1	Impt. #2	Impt. #3	Impt. #4	Impt. #5
Type	House	Dairy (TS)	Garage	Mach Shed	Site imprvts
Size	4,429	2,842	676	1,296	1
Unit	Sq Ft	Sq Ft	Sq Ft	Sq Ft	
Utility	A	F	F	F	A
Condition	A	F	F	F	A
Age	29	49	25	38	
Remaining Life	46	16	25	12	
RCN/Unit	120.00	30.00	25.00	20.00	3,000.00
RCN	531,480	85,260	16,900	25,920	3,000
% Physical Depreciation	38	75	50	75	
RCN Remainder After Phys. Depr.	329,518	21,315	8,450	6,480	3,000
% Functional Obsolescence				30	
RCN Rem. After Phys./Funct. Depr.	329,518	21,315	8,450	4,536	3,000
% External Obsolescence	65	65	65	65	
Total Impt. Contribution	115,000	7,500	3,000	1,500	3,000
Contribution \$/Unit	25.97	2.64	4.44	1.16	3,000.00
Physical Depreciation <u>44</u> % Functional Obsolescence <u>1</u> % External Obsolescence <u>65</u> % Total Depreciation <u>81</u> %					
Total RCN \$ <u>662,560</u> Total Improvement Contribution: \$ <u>130,000</u> Improvement As % of Price <u>42</u> %					
- Sale of a former dairy farm located in a rural/suburban area west of Middletown. The property was under purchase considerations when the owner (William Topp) passed away. He had the property appraised several years prior to his passing and the family agreed to go ahead with the purchase at that amount, which was well below the unrestricted appraised value developed for the PDR. The unrestricted value was reduced by the conservation easement with NYS & Scenic Hudson, and PPR & Covenant to Farm restrictions with Equity Trust (total of \$567,360). The net price paid was as shown above with the allocations discounted for both for land and buildings based on the PPR and Covenant to Farm restrictions. Conditions of sale would warrant at least a +20% adjustment. - The PPR and Covenant to Farm are quite restrictive, requiring the farm to be continuously used for productive agricultural use with annual agricultural income thresholds. If the farm was sold, the PPR requires it to be sold to a qualified farmer at agricultural value (land and buildings) with a price restriction on the value of the home(s) as well. The intent is to keep the property affordable for continued farming. The PPR and Covenant to Farm restrictions significantly lower the value for this purpose. Other terms of the easement include no subdivision or mining permitted and the single (split by road) Farmstead Complex permits 2 residential dwellings not to exceed a combined 3,200 SqFt of footprint area. - The land is a mix of tillable cropland, pasture or meadow, woods, brush, ponds, wetlands and a farmstead along both sides of Shoddy Hollow Road. The open land in fields is approximately 42 acres and the pasture/meadow land is approximately 38 acres. Topography is rolling throughout, typical of the area. The rolling nature includes low areas with ponds or wetlands and upland ridges, primarily in woodland. The west side of the property borders a large wetlands area (Federal & NYS DEC wetlands). The best quality soils include well-drained Bath-Nassau channery silt loam (Class II-III), excessively and somewhat excessively drained Otisville & Hoosic gravelly sandy loams (Class III), and moderately well drained Scio silt loam (Class II). There is also some poorly drained Raynham silt loam (Class III), most of which is in pasture or meadow. The ponds, depressions and wetlands include poorly drained Canandaigua, Catden muck, Natchaug-Wawayanda, and Wayland soils. - The dwelling is a nice c.1920 old-style farmhouse (10/5/3). The kitchen was renovated roughly 10 years ago. The house has hard-wired fire alarms, a 1 gigabit Ethernet with jacks in every room for computers and entertainment, an oil-fired, glycol heating system, with a hot air heating exchanger and central A/C. - The dairy barn is a typical older woodframe barn with overhead hay storage. It has a mix of wood and asphalt shingle siding. Being directly alongside the road lessens its utility and appeal. Other outbuildings include a 2-car garage located across the road from the home, a utility barn, and several sheds of nominal value.					



APPRAISAL ADDENDA



ASSUMPTIONS AND LIMITING CONDITIONS

- 1) No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. All engineering is assumed to be correct. Any maps, plats, plot plans, drawings and/or exhibits reproduced and included in this report are intended only for the purpose of showing spatial relationships and to assist the reader in visualizing the property unless otherwise stated. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern about boundaries, setbacks, encroachments, or other survey matters.
- 2) No responsibility is assumed for matters of a legal nature that affect title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances, or encroachments unless otherwise stated. We are not usually provided an abstract of the property being appraised and we are not qualified to render any legal opinion concerning such a document.
- 3) It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal by the appraiser.
- 4) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report. Information and analysis shown in this report concerning these items are based on a reasonable investigation, but any significant question should be addressed to local zoning or land use officials and/or an attorney.
- 5) It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based unless otherwise stated. This includes permits to emit any regulated substances into the air or water or onto the ground. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items since we have not made a comprehensive examination of laws and regulations affecting the subject property.
- 6) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- 7) The information furnished by others is believed to be reliable but its accuracy is not warranted.



ASSUMPTIONS AND LIMITING CONDITIONS...Cont'd.

- 8) Responsible ownership and competent property management is assumed unless otherwise stated in this report.
- 9) This appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraisers are not construction, engineering, environmental, or legal experts, and any statement given on these matters in this report should be considered in that context.
- 10) Observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, and all mechanicals and construction is based on a reasonable inspection unless otherwise stated. However, we are not licensed building inspectors. The structures and mechanicals were not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless so stated in the report.
- 11) Some items such as conditions behind walls, above ceilings, behind locked doors, or under the ground are not readily apparent nor easily accessible and therefore were not inspected. The existence of insulation, if any is mentioned, was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.
- 12) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable unless so stated. No responsibility is assumed for such conditions, or for the engineering that may be required to discover such factors. Since no engineering or percolation tests were made by the appraiser, no liability is assumed for soil conditions. Sub-surface rights (mineral and oil) other than those typically associated with properties in this area were not considered in making this appraisal unless so stated.
- 13) Portions of the United States are considered to be located within a designated earthquake hazard zone. Such classification, if present in subject case, may be shared by the comparables considered in this appraisal, and would be reflected in any impact on value.
- 14) Wells and septic systems, if any, are assumed to be in good working condition and of sufficient size and capacity for the stated highest and best use unless otherwise stated.
- 15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.



ASSUMPTIONS AND LIMITING CONDITIONS...Cont'd.

- 16) We are not environmental experts, and we do not have the expertise necessary to determine the existence of environmental hazards including but not limited to mechanical equipment or structures, or presence of chemical or toxic substances, urea-formaldehyde foam insulation, toxic or hazardous waste, asbestos or hazardous building materials, polychlorinated biphenyls, petroleum leakage, fire-retardant-treated substances (FRT), lead-contaminated plumbing, soil and subsoil contamination, groundwater contamination, agricultural chemicals, electromagnetic fields (EMFs), radon or other indoor air contamination which may or may not be present on the property, or other environmental hazards or conditions on the subject or surrounding properties. None were called to our attention nor did we become aware of such during the inspection unless so stated. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. Non-disclosure should not be taken as an indication that such a problem does not exist, however. The appraiser, however, is not qualified to test such substances or conditions. Based on visual inspection, there appear to be no conditions, including but not limited to the above-referenced items, which would render the property more or less valuable, except as noted. The client is urged to retain an expert in that field, if certainty is desired.
- 17) No chemical or scientific tests were performed by the appraiser on subject property, and it is assumed that the air, water, ground, and general environment associated with the property present no physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the lot does not contain any type of dump site and that there are no underground tanks (or any underground source) leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.
- 18) The appraiser is not qualified to judge whether the property complies with laws such as the Americans With Disabilities Act of 1990, Clean Air Act of 1990, Clean Water Act, Endangered Species Act, etc. or any subsequent revisions to any of these laws. Employee health and safety concerns as per the Occupational Safety & Health Administration (OSHA) and other agencies are also assumed to be in compliance with current regulations and standards unless specifically addressed in this report. Such categories can consist of operational procedures, storage of hazardous materials, building/property safety or protection devices, safeguards for utility entrances and distribution areas, anti-smoking legislation, etc.
- 19) Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the owner's submitted plans and specifications unless stated otherwise.
- 20) The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that would cause a loss in value unless otherwise stated. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in that field, if certainty is desired.



ASSUMPTIONS AND LIMITING CONDITIONS...Cont'd.

- 21) The comparable sales and other market data relied upon in the appraisal are believed to be from reliable sources. Though all the comparables were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.
- 22) The appraisal is an estimate of value based on an analysis of information known to us at the time the appraisal was made. We do not assume any responsibility for incorrect analysis because of erroneous or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice.
- 23) Any claims, lawsuits, etc. filed against this firm and/or author(s) are limited in monetary damages to the amount of the fee charged and collected for the completion of this appraisal report.
- 24) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in Court with reference to the property in question unless arrangements have been previously made therefore.
- 25) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 26) Personal property has not been included in this report unless otherwise stated.
- 27) Disclosure of the contents of this report is governed by the Bylaws and Regulations of the *American Society of Farm Manager's and Rural Appraisers* and other professional organizations to which the appraiser belongs as a member. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the *American Society of Farm Manager's and Rural Appraisers* or the ARA designation or other professional appraisal organizations and their respective designations) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the author(s).
- 28) This report is null and void if used in any connection with a real estate syndicate or syndication, defined as a general or limited partnership, joint venture, un-incorporated association or similar organization formed for or engaged in investment or gain from an interest in real property, including but not limited to a sale, exchange, trade, development or lease of property on behalf of others, or which is required to be registered with the U.S. Securities & Exchange Commission or any Federal or State agency which regulates investments made as a public offering.
- 29) The "after easement" value assumes that a conservation easement is in place, with terms and conditions as described earlier. This is a **HYPOTHETICAL CONDITION** of the appraisal, which is defined as: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Reliance on this condition may have affected the assignment results.



- 30) The Client and Intended User(s) are advised that the assignment was completed during a period of economic uncertainty related to unfolding events surrounding the COVID-19 (Coronavirus) global pandemic. The appraiser has made an effort to obtain the best available and most timely data. This analysis and conclusions contained here are based upon this data and the assumptions outlined, as of the effective date of the assignment.



QUALIFICATIONS OF APPRAISER

Paul Herrington

**c/o Farm Credit East, ACA
190 State Route 9H
Hudson, NY 12534
518-851-3313**

EMPLOYMENT: Appraiser with Farm Credit East, ACA since 1/2010 and with First Pioneer Farm Credit, ACA from 7/2005 to 12/2009. Primary geographic area is the Lower to Mid-Hudson Valley Region of New York, Litchfield County, CT and Berkshire County, MA. Previously employed as a loan officer with First Pioneer Farm Credit, ACA and Hudson Valley Farm Credit, ACA from 9/1986 through 6/2005.

EXPERIENCE WITH:

- Agricultural real estate appraisals, including dairy, crop, orchard, horse, beef, vegetable, research, part time and estate farms.
- Appraisals of properties that are encumbered by conservation easements.
- Personal property appraisals, including livestock, machinery, and vehicles.
- Commercial property appraisals, including open land, large greenhouse operations, florist shops, farm supply stores, multi-unit apartments, single-tenant office buildings, multi-unit warehouse parcels, hardware stores, factories, fertilizer plants and multi-use parcels.
- Residential appraisals, including single- and multi-family homes.

PROFESSIONAL DESIGNATIONS/AFFILIATIONS:

In 2011 I received the Accredited Rural Appraiser (ARA) designation, which is awarded by the American Society of Farm Managers and Rural Appraisers to those members who have years of experience, are technically trained, have passed a rigid examination and subscribe to a high code of ethics. I currently serve on the Board of Directors and as President for the Northeast Chapter of the ASFMRA.

- Certified as a General Real Estate Appraiser in New York effective 9/08; certificate # 46000049250
- Certified as a General Real Estate Appraiser in Massachusetts effective 12/08; license # 103145
- Certified as a General Real Estate Appraiser in Connecticut effective 2/09; license # RCG.0001228

CLIENTS: Primary responsibility is credit appraisals for Farm Credit borrowers. Appraisals have also been performed on a fee basis for the following clients.

- | | |
|---|--------------------------------|
| - USDA Farm Service Agency (various locations) | - Syngenta Crop Protection |
| - Berkshire Natural Resources Council | - NY Central Mutual Insurance |
| - Woodhull Institute for Ethical Leadership, Inc. | - FundEx Asset Management |
| - Empire Livestock Marketing, LLC | - Open Space Institute |
| - U.S. Fish and Wildlife Service | - Stockbridge Land Trust |
| - CGB Agri Financial Services, Inc. | - Hollingsworth & Vose, Inc. |
| - American Ag Finance | - UBS Trust Company |
| - PDS Services | - Dutchess Land Conservancy |
| - FarmPlus Financial | - Salisbury Bank |
| - Behold! New Lebanon | - Mahopac Bank |
| - Cornell University | - Community Bank |
| - Town of Stanford | - Scenic Hudson |
| - Weantinoge Heritage Land Trust, Inc. | - Columbia Land Conservancy |
| - Town of Warwick | - CT Department of Agriculture |
| - Farmland Renewal, LLC | |
| - Numerous individuals or entities for purposes such as estate planning, estate settlement, gifting, purchase evaluation, tax appeals, entity formation or dissolution, and sale price establishment. | |



QUALIFICATIONS OF APPRAISER...Cont'd.

EDUCATION:

- Current with continuing education requirements:
 - ASFMRA Ethics Update course taken 1/2023
 - CT Appraisal Law Update w/Supervisory/Provisional Appraiser Education course taken 2/2022
 - 2022-2023 USPAP update course taken 3/2022
 - American Society of Farm Managers and Rural Appraisers (ASFMRA) Courses & Seminars
 - Timberland Valuation for Foresters and Rural Appraisers, 2022
 - National Best Practices for Rural Property Appraisal, 2022
 - Appraising Rural Residential Properties, 2021
 - Appraising Agricultural Land in Transition, 2021
 - Property Rights Seminar, 2020
 - Introduction to Cannabis Operations and Valuation, 2020
 - Valuing Rural America Seminar, 2019
 - Appraising Natural Resources Seminar, 2019
 - Appraising Ag Facilities: Poultry Seminar and Life Cycle Tour, 2018
 - Cost Approach Applications, 2018
 - The Valuation of Intangible and Non-Financial Assets, 2017
 - Highest and Best Use Seminar, 2017
 - Valuation of Donated Real Estate, including Conservation Easements - 2016 IRS Seminar, 2016
 - Best Practices for Rural Property Appraisal, 2016
 - Requirements of the UASFLA 'Yellow Book', 2015
 - Introduction to the Valuation of Permanent Plantings, 2015
 - Going Concern Value and Intangible Assets Seminar, 2015
 - Valuation of Conservation Easements and Other Partial Interests in Real Estate, 2014
 - Introduction to Commercial Greenhouse Appraising, 2014
 - Income Approach Applications Seminar, 2014
 - Using Excel in Specific Appraisal Applications, 2013
 - Introduction to Vineyard and Winery Valuation, 2013
 - Current Environmental Issues Affecting Real Property Appraisal, 2012
 - The Impact of Environmental Regulation & Green Technology on Real Property Valuation, 2012
 - Large Dairy Appraisal Seminar, 2011
 - Advanced Rural Case Studies, 2010
 - Advanced Approaches to Value for Rural Appraisal, 2008
 - ASFMRA Code of Ethics, 2007
 - Eminent Domain, 2006
 - Highest and Best Use, 2006
 - Principles of Rural Appraisal, 2006
 - Fundamentals of Appraisal, 1989
 - Appraisal Institute Courses
 - Real Estate Finance, Statistics and Valuation Modeling, 2009
 - General Appraiser Report Writing and Case Studies, 2009
 - Basic Appraisal Principles, 2008
 - Basic Appraisal Procedures, 2008
 - Advanced Income Capitalization, 2007
 - Basic Income Capitalization, 2006
 - Manfred Real Estate Learning Center Courses
 - Applied Income Property Valuation, 2007
 - Uniform Standards of Professional Appraisal Practice, 2006
 - Valuation Principals and Procedures, 2005
 - Fair Housing, Fair Lending and Environmental Issues, 2005
- Bachelor of Science Degree in Animal Science with Honors and Distinction, Cornell University
College of Agriculture and Life Sciences, Ithaca, New York, June 1981





CONSERVATION EASEMENT (DRAFT)



Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this ____ day of _____ 20__, by **PRIMROSE HILL FARM, LLC**, a Limited Liability Company with a business address at 3778 Broadway Drive, Cincinnati, OH, 45208 (the "Grantor") to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545 (the "Grantee").

WHEREAS:

- A. Grantor is the Owner of certain real property (the "Property") consisting of approximately 108.7 acres, in one (1) tax map parcel located on Fiddlers Bridge Road, Rhynders Road and Seelbach Lane in the Town of Clinton, Dutchess County, New York, more fully described in the legal survey description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "_____", prepared by _____, Licensed Land Surveyor, dated _____ and last revised on _____, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____, and attached hereto as "Exhibit C".
- B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).
- C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to other private land which is already permanently protected by the Grantee.
- D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;"
- E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"
- F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to



projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

- G. The Property is actively farmed and is located in the Hudson Valley. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the “NYS OS Plan”) identifies farmland in the Hudson Valley as a “vital component of the New York City/Hudson Valley “Foodshed”” due to its potential to provide fresh local foods and “bolster food security of the New York City metropolitan region and the Hudson Valley”. The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is located within these priority areas.
- H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the “Conservation Framework”) produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and is significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland using conservation easements as means to protect the biodiversity of the Hudson River Estuary Area.
- I. The *Comprehensive Wildlife Conservation Strategy Plan* (“the CWCS Plan”) prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes wetland habitats. The CWCS Plan identifies wetlands as critical habitats for New York State’s Species of Greatest Conservation Need (SGCN) and breaks the State into six distinct regions. The Property is located in the Hudson Valley region and is mostly wooded with a large, wooded wetland on its eastern border. The CWCS Plan describes wetland complexes in the lower Hudson Valley as “a hot spot for amphibian and reptile biodiversity in New York State”. The Property is located on the edge of the East Park/Hyde Park Wetland Complex, one of four major wetland complexes in Dutchess County that provide important habitat for these diverse species. The New York Natural Heritage Program (NYNHP) has identified endangered species in the wetland on the Property. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.
- J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners “Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts.” and also recommends identifying “opportunities to create and/or build upon existing core areas of preserved farmland in each of the County’s farming communities.” The Plan also emphasizes



the strong farmland conversion pressure that exists in Dutchess County, which can result in “a loss of farm production, open space, and loss of agricultural jobs...” The Property is located within an Agricultural Priority Area in the Plan and the priority areas containing farmland are identified as being important for preservation.

- K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county’s prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county’s scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland “greenbelt” corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.
- L. The Property is located within Dutchess County’s Agricultural District #20, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the “AML”). Section 300 states: “It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State’s agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;”



- M. The Property is located within the Hudson Valley EcoRegion as described in Chapter 6, Biological Resources and Biodiversity of Dutchess County, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the Natural Resource Inventory of Dutchess County (the “Dutchess NRI”), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute. The Hudson Valley EcoRegion extends along the entire western boundary of Dutchess County, consisting of plains broken by hills and terraces, in which common land uses include pasture and cropland.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, and contiguous forest and open grasslands; habitats on the property are predominantly streams, wetlands and contiguous forest with some grasslands. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

- N. The Property is located within the Town of Clinton which adopted an Open Space Protection Plan in October 2011. The Plan identifies the Property as being located in an “Important Farmland Area” and ranks the land in the highest category for agricultural resources. The Open Space Protection Plan encourages the use of conservation easements via the purchase of development rights as a tool/technique for open space protection. The Open Space Protection Plan also identifies the Property as an historic site within the Town and shows it on Map 3: “Open Space Map, Cultural Resources within the Town of Clinton Open Space Plan”.
- O. The Town of Clinton Comprehensive Plan (the “Comprehensive Plan”), adopted in 2012, identifies preserving the natural resources of the Town as one of its main goals and recommends preserving the agricultural potential of land by protecting prime and statewide important farmland soils. The Comprehensive Plan recommends preserving open space and agricultural lands by promoting the use of purchase of development rights programs. The Property is identified on the Comprehensive Plan’s map of “Parcels with Historic Sites” and on its Centers and Greenspaces Plan (Figure 9.1) as being located in an area covering more than 1,000 acres of habitat.
- P. The Property consists primarily of productive agricultural land. The Property contains approximately 14 acres of prime soils, and approximately 68 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.
- Q. The Property contains headwaters of the Crum Elbow Creek, a tributary to the Hudson River that is wholly contained within Dutchess County. The Hudson River Drinking Water Intermunicipal Council memorandum of agreement signed on May 31, 2018 by municipal leaders of seven municipalities formed the “Hudson 7” council which represents 100,000 people that depend on the Hudson River for drinking water. The Crum Elbow watershed is included on a map titled, “Source Waters for the “Hudson 7” prepared by the Dutchess County Department of Planning and Development dated September, 2018 and hosted by Riverkeeper, Inc.
- R. The Property contains approximately a 13 acre portion of 21 acre Freshwater Wetland No. SP-



55, a Class II wetland, designated pursuant to Article 24 of the New York Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. Approximately 6 acres of wetlands designated as a freshwater pond on the National Wetlands Inventory by the United States Department of the Interior overlaps with the wetland described herein.

- S. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains the headwaters and an 800 foot length of the Crum Elbow Creek (H-124) a Class A stream that has been classified by the New York State Department of Environmental Conservation according to its best use for drinking water. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.
- T. The Property contains approximately 50 acres of forest lands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.
- U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified marsh, wet meadow, ponds, hardwood and shrub swamp, upland shrubland, upland meadow, upland conifer forest, upland hardwood forest and upland mixed forest and an intermittent woodland pool on the Property, as referenced in *Significant Habitats in the Town of Clinton*, Dutchess County, New York, by Christopher Graham, Kristen Bell Travis and Gretchen Stevens, Hudsonia Ltd., December 2012.
- V. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number C00xxxGG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 21 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section 30 below.
- W. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its purposes.

NOW, THEREFORE, in consideration of the foregoing, _____ Dollars (\$_____) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Conservation Easement.

Grantor hereby grants and conveys to Grantee a conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which 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 authorizes Grantee to enforce these covenants in the manner described below.

2. Purposes.

The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Purposes of this Easement.

3. Implementation.

This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. Definitions.

- 4(a). "Accessory Apartment:"** Dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.
- 4(b). "Accessory Residence:"** Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.
- 4(c). "Accessory Structure:"** Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.
- 4(d). "Agricultural Structures and Improvements:"** Structures or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds and other animal shelters and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a



farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

- 4(e). **“Agricultural Use:”** Those activities necessary to:
- (i.) produce “Crops, Livestock and Livestock Products”; or
 - (ii.) use the Property as a “Farm Operation” to the extent permitted by this Easement; or
 - (iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or
 - (iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.
- 4(f). **“Agricultural Tourism:”** As defined in Article 25-AA of the AML, or such successor law as enacted. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(g). **“Cabin:”** A roofed Structure that is not a permanent residential dwelling and is self-sufficient, not serviced by water supply, sewer, natural gas, electrical power grid, or similar utility services. The cabin shall operate completely independently of all traditional public utility services and utility services generated from Renewable Energy Facilities, sourced from on or off the Property.
- 4(h). **“Commercial Uses:”** Any use or activity undertaken for business purposes, including, but not limited to, the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.
- 4(i). **“Conservation Plan:”** An Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.
- 4(j). **“Crops, Livestock and Livestock Products:”** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- (4k). **“Educational Uses:”** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural outside features.
- 4(l). **“Farm Labor Housing:”** Dwellings or Structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential



employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

- 4(m). **"Farm Operation:"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(n). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by Impervious Surfaces.
- 4(o). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 15.*
- 4(p). **"Grantee:"** includes the original Grantee and its successors and assigns.
- 4(q). **"Grantor"** includes the original Grantor and its heirs, successors and assigns.
- 4(r). **"Height:"** The measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.
- 4(s). **"Impervious Surfaces"** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.
- 4(t). **"Improvement:"** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.



- 4(u). **“Industrial Uses:”** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.
- 4(v). **“Institutional Uses:”** Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.
- 4(w). **“Invasive Species:”** A plant, animal or other organism that is not native to an ecosystem whose introduction causes or is likely to cause economic or environmental harm, or harm to human health.
- 4(x). **“Owner”** Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.
- 4(y). **“Principal Residence:”** The primary or main Residential Dwelling on a Property, typically occupied by the Owner and family when the Owner is in residence on the Property.
- 4(z). **“Recreational Structures:”** Structures used for passive recreational activities such as an open-air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the Property.
- 4(aa). **“Recreational Uses”** Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.
- 4(bb). **“Renewable Energy Facilities:”** Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.
- 4(cc). **“Residential Dwelling”** Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, “in-law” apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.
- 4(dd). **“Residential Uses:”** Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.



- 4(ee). **“Run-in Shed:”** A three-sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.
- 4(ff). **“Rural Enterprises”** Commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist’s studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.
- 4(gg). **“Structure:”** Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.
- 4(hh). **“Telecommunications:”** The transmission, receipt, or exchange of information using technology involving the Property and any other location.

4(ii). The following “Use Areas” are defined for the Easement:

“Split Farmstead Areas:” An area depicted on Exhibit B, consisting of two areas designated as Parts A and B, that each center on existing farm Structures or future planned Structures. For the purposes of this Easement, the aggregate of the two Parts comprises a single Split Farmstead Area.

“Resource Protection Areas:” Areas depicted on Exhibit B which encompass an ecologically sensitive wetland that contributes to a public water supply and adjacent uplands.

“Farm Area:” The remaining area of the Property, as depicted on Exhibit B of this Easement.

- 4(ii). **“Viable Agricultural Land:”** Land highly suitable for a Farm Operation.
5. **Restrictions Applicable to the Property.** By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee’s prior permission. No Structures or Improvements shall be built, expanded, or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.
6. **Use of Property.** Except as provided specifically herein, the Property shall be used solely for Residential, Agricultural, Recreational, Educational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Agricultural Tourism,



commercial Recreational Use, commercial Forestry Use, and Rural Enterprises that are compatible with the Purposes of this Easement. No Institutional Use of the Property is permitted except with the prior permission of the Grantee. Industrial Uses of the Property are prohibited

7. Reserved Rights Retained by Grantor.

Grantor reserves all customary rights and privileges of ownership subject to the terms of this Easement, including the right of exclusive use, possession, and enjoyment of the Property and, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purposes set forth in Section 2 (“Purposes”) that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor’s reasonable control and occurs without Grantor’s fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

7(a). Right to Use Property for Agricultural Uses.

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that processing, marketing or retailing of Crops, Livestock and Livestock Products and similar activities involving processed products associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), “processing” shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities provided that any such “processing” shall be conducted on a de minimus portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and conducted in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation, and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. Notwithstanding the foregoing, the Resource Protection Area shall not be used for the production of any livestock or livestock products except for the placement of apiaries.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 (“Construction of Buildings and Other Improvements”). Rural Enterprises must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational and Educational Uses.

Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 (“Construction of Buildings and Other Improvements”). Recreational and Educational Uses must be



compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purposes of this Easement and shall be only those not otherwise specifically prohibited by this Easement. The Conservation Plan shall identify potential adverse environmental impacts of agricultural activities, provide for enhancement of the agricultural productivity and economic viability of the Property and include the prohibition of livestock and livestock products within the Resource Protection Area contained in Section 7(a) ("Right to Use Property for Agricultural Uses"). Where the Property is subject to an accepted forestry management plan for Commercial Forestry pursuant to Section 14(c) ("Forestry"), the forestry management plan will control. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

10. Construction of Buildings and Other Improvements.

The Property consists of three (3) Use Areas that are further described in the Baseline

Documentation Report (referenced in Section 23 herein. Two of these Use Areas are identified on the Easement Map attached hereto as Exhibit B: 1) the Split Farmstead Area and 2) the Resource Protection Area. A third Use Area, the Farm Area, consists of all land that is not within either of those two Use Areas. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

This Easement limits the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be



constructed or placed on a maximum of five percent (5%) of the Farm Area. There is no limitation on Impervious Surfaces within any designated Farmstead Area

10(b). Fences.

Existing fences may be repaired, removed, and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, for safety and general property management, and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18 (“Permission of and Notice to Grantee”).

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 11(c) and may be repaired, removed, enlarged, and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) (“Impervious Surfaces”).

Farmstead Areas: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within any designated Farmstead Area.

Resource Protection Area: Structures and Improvements are prohibited within the Resource Protection Area except for apiaries.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) (“Impervious Surfaces”), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), “processing” shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities, provided that any such “processing” shall be conducted on a de minimis portion of the Farm Area. With prior permission of Grantee pursuant to Section 19 (“Permission of and Notice to Grantee”) herein, Grantor may place or construct Agricultural Structures and Improvements that cover up to an additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts, or other means of crossing wet areas may be constructed or placed subject to obtaining required permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 10(a) above.



10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged, and replaced at its respective location. Residential Uses shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Uses of the Property.

Farmstead Areas: Without permission of Grantee, Residential Dwellings, together with accessory Structures and Improvements, are permitted within the Farmstead Areas to the extent allowed below, subject to any applicable local, state, or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement, there was one (1) such residence on the Property. The Principal Residence, built and existing on the date hereof, shall not be expanded to exceed a Footprint Area of 4,000 square feet and a Height of 35 feet and no new or replacement Principal Residence shall exceed a Footprint Area of 4,000 square feet and a Height of 35 feet.

Accessory Residences. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, no such residence exists on the Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence with which it is associated.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement no Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence with which it is associated.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence with which it is associated. As of the date of this Easement, no Farm Labor Housing units exist on the Property.

Resource Protection Area: Residential Dwellings, including those for Farm Labor Housing, are prohibited within the Resource Protection Area

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with the prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area if proven to Grantee's satisfaction that it is necessary to locate such housing in the Farm Area in order to conduct Farm Operations. Any such Farm Labor Housing Unit may be placed on footings or slabs, but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 1,500 square feet and a Height of 25 feet each. The land on which



these Residential Dwellings, Structures and Improvements stand shall not be subdivided. Residential Dwellings shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Structures and Improvements associated with Rural Enterprises may only be established within the Split Farmstead Area unless otherwise permitted in this Section 10 (“Construction of Buildings and Other Improvements”). Structures and Improvements related to Agricultural Tourism are permitted only within the Farmstead Areas. Activities related to Agricultural Tourism are permitted in the Farm Areas. In all cases, such uses and any necessary Structures or Improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. Enterprises that market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junkyard or gas station), are prohibited unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stand shall not be subdivided.

10(f). Structures and Improvements associated with Recreational and Educational Uses.

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) (“Impervious Surfaces”), so long as such Structures and Improvements are consistent with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section 10(a) (“Impervious Surfaces”).

Farmstead Areas: Without permission of Grantee, Structures and Improvements associated with Recreational and Educational Uses are permitted within any designated Farmstead Area.

Resource Protection Area: With prior permission of Grantee, Grantor may place or construct boardwalks and blinds for Recreational and Educational Uses. All other Structures and Improvements associated with Recreational and Educational Uses are prohibited in the Resource Protection Area.

Farm Area: Without permission of Grantee, Grantor may place or construct Structures and Improvements associated with commercial and non-commercial Recreational Uses with a maximum aggregate Footprint Area of one thousand (1,000) square feet . Permission of Grantee is required for Structures and Improvements associated with Recreational and Educational Uses that exceed an aggregate footprint of one thousand (1,000) square feet. All Structures and Improvements associated with Recreational and Educational Uses shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) (“Impervious Surfaces”) and shall be sited in a manner that minimizes impacts to prime soils and soils of statewide importance.

10(g) Cabins.



A total of two (2) Cabins used for short term rentals and personal use are permitted on the Property. Without permission of Grantee, Grantor may place and construct Cabins in the Farmstead Area. With prior permission of the Grantor pursuant to Section 18 ("Permission of and Notice to Grantee") Cabins may be located in the Farm Area, provided that the locations are subordinate to Agricultural Use and vehicular access is limited to agricultural vehicles, All-Terrain-Vehicles, or similar personal off-road vehicles. Construction of parking areas at Cabins in the Farm Area is prohibited. No Cabin shall exceed a Footprint Area of 500 square feet and a Height of 20 feet. Cabins may be placed on footings or slabs, but not on excavated foundations. Cabins are prohibited within the Resource Protection Area. The Cabins and all associated Structures and Improvements shall be subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

10(h). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purposes of this Easement, subordinate to the Agricultural Use of the Property and sited in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(i). Structures and Improvements associated with Renewable Energy and Telecommunications.

With permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Property may be built pursuant to this Section 10(h). Grantor shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the Footprint Area, design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws. Wireless Telecommunications towers or associated antennas are prohibited, except that no more than one (1) New York State Mesonet weather station or similar Telecommunications Structure may be installed on the Property for the sole purpose of providing data collection and communications services for research or scientific purposes.

Farmstead Areas: With prior permission of Grantee, all Structures and Improvements associated with Renewable Energy generation, including access roads and other accessory Improvements, may be built within any designated Farmstead Area. Such facilities shall be subordinate to the Agricultural and Residential Uses of the Property.

Resource Protection Area: Renewable Energy Structures and Improvements are prohibited within the Resource Protection Area.

Farm Areas: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with the prior permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), facilities for the generation of



energy from renewable resources for non-Commercial Use, principally on the Property may be constructed or placed in the Farm Area. Such facilities may include access roads and other accessory Improvements. Renewable Energy improvements must be compatible with the Purposes of this Easement and must be subordinate to the Agricultural Use of the Property. They must also be sited in a manner that minimizes impacts to prime agricultural soils and soils of statewide importance as well as impacts to scenic views from public vantage points. Grantee may impose conditions in its approval of such facilities to ensure compliance with these requirements. Such conditions may include posting a bond. Any such Structures and Improvements are permitted only if the activity is limited and localized in impact, affecting no more than two percent (2%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Property. Any such Structure or Improvement may be enlarged or relocated with permission of the Grantee.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property, and improve the agricultural and forest management potential of the Property. Such alteration must be consistent with the Conservation Plan and compatible with the Purposes of this Easement, must be conducted in accordance with sound agricultural practices (as described in Section 7(a)), , and must be carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

12. Water Rights.

Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state, and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision and Lot Line Adjustments.

The Property is currently comprised of one (1) tax map parcel owned by Grantor. There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership. Lot line adjustments that change boundaries without creating any new building lots may be permitted with the prior permission of the Grantee pursuant to Section 18 ("Permission of and Notice to the Grantee"), provided that the portion of the Property being conveyed will be used for Agricultural Uses and not for any Residential Uses. Such lot line adjustments shall not result in a material reduction in the size of the Property. No such lot line adjustment shall affect the use of the Property permitted by this Easement or the calculation of the number, square footage or character of Structures permitted by this Easement. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the



Grantee otherwise provides permission pursuant to Section 18 ("Permission of and Notice to Grantee").

14. Clearing of Trees and Vegetation. All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources. There shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

14(a) Clearing without Prior Permission. Without prior permission of the Grantee, trees and vegetation may be removed (1) in association with the harvesting and management of Christmas trees produced within the Farm Area; (2) within any designated Farmstead Area (3) as needed to facilitate Agricultural Use in the Farm Area; (4) which endanger public safety, are diseased, damaged or fallen; (5) which need to be cleared to ensure the health of other trees; (6) in connection with the construction of permitted Structures, parking areas, and other Improvements to the minimum extent necessary, provided that such clearings do not exceed three acres; (7) to construct and/or maintain walking or hiking trails; (8) to maintain and manage habitat areas; (9) to enhance the overall diversity of native plant species; (10) to provide control of Invasive Species; (11) to support the ecological health and biodiversity of the Property; and (12) to maintain the scenic and natural character of the Property, in compliance with the restrictions set forth below in this Section 14.

14(b) Clearing with Prior Permission. With the prior permission of the Grantee pursuant to Section 18, trees may be removed (1) to clear-cut areas of the Property to create open land for agriculture, habitat management, shooting fields, and views; (2) to clear more than three acres for permitted Structures and Improvements; and (3) as otherwise permitted by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Clearing of trees is prohibited in the Resource Protection Area. In the event that a natural disaster or other event outside of Grantor's control results in the creation of new open spaces in the Resource Protection Area, such open spaces shall not be maintained in an open condition, but rather shall be permitted to revegetate naturally or otherwise in a manner approved by Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

14(c) Forestry. With the prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy, except that for properties under the NYS 480-a program, noted below, the Conservancy shall only require notice, pursuant to Section 18 ("Permission of and Notice to Grantee")., and a copy of the plan required New York State for its files. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (3) (if applicable), logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs). Forestry Uses shall be prohibited in the Resource Protection Area unless the Property is enrolled in the NYS 480-a program and complies with all requirements in this Section 17(c).



15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property, provided that (a) the use has limited, localized impact on the Property, (b) the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein, and (c) Grantor and its assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property, except for facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and any other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 11(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads to provide access to and parking for permitted buildings, improvements, and activities. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash and household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or for commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with permitted Uses and Structures on the Property is allowed by this Easement.

18. Permission of and Notice to Grantee.

Prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with Section 35 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the Purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required.



The Grantee may waive review of any Structure, Improvement or alteration permitted by the Easement which it deems to have no or an insubstantial impact on the Purpose and provisions of the Easement.

18(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written permission is required, the Grantee shall grant or withhold its permission in writing within 35 days of receipt of the Grantor's request for permission accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold permission only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the Purposes or specific provisions of this Easement. The Grantee may grant its permission subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the permission of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

Where only prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement, or any significant landscape alteration. Prior to commencing any activity requiring prior notice, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the Purposes and restrictions of this Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement. If Grantee determines that an activity requiring prior notice does not meet the standards of this Section 18, it shall promptly notify Grantor of such determination.

19. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

19(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.

Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

19(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities of the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with the Grantee's administration and/or enforcement of this Easement or otherwise, provided that



the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Grantor, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims, or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence, or damages related to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee and the State of New York, Department of Agriculture and Markets harmless from and against any and all costs, claims, expenses, fines penalties, assessments or citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other Owner for Grantee's acts taken in good faith in connection with the administration of this Easement.

Grantor shall indemnify and hold harmless the Grantee and the New York State Department of Agriculture and Markets, and their employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee and the Department of Agriculture and Markets may be subject or incur relating to the Property, which may arise from, but are not limited to, any personal injury, accidents, negligence or damage, Grantor's ownership of the Property, Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee and the Department of Agriculture and Markets or their agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold harmless the Grantee and the Department of Agriculture and Markets or their employees, agents, and assigns, from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. The Grantee and the Department of Agriculture and Markets shall have no liability to Grantor or any other Owner for acts of the Grantee and the Department of Agriculture and Markets or their, taken in good faith in connection with the exercise of their rights under this Easement.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

- (i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –



- a. Agricultural Use,
 - b. Conservation Plan,
 - c. Crops, Livestock and Livestock Products,
 - d. Farm Labor Housing,
 - e. Farm Operation,
 - f. sound agricultural practices (as described in Section 7(a)), and
 - g. Viable Agricultural Land;
- (ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and
- (iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Property are permitted by this Easement. To evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties. A copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

23. Right of Inspection.



Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purposes of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purposes of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so later. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law. Nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and which occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or political or social upheavals such as wars or riots.

25. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as



Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions”). However, any mediation conducted subject to Section 20 shall not prevent the mediation allowed under this Section 25. Furthermore, nothing in this clause shall diminish Grantee’s rights under Section 24 (“Enforcement”).

26. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a “public body” or a “not-for-profit conservation organization” as defined by Article 49 of the ECL and that is a “qualified organization” under Section 170(h) of the Code, including a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets or its successor agency, if any, must approve the choice of any new non-governmental organization or public agency designated as “Grantee.”

27. Sale, Transfer and Subdivision of Property.

27(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, or any portion thereof, shall be subject to this 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 Dutchess Land Conservancy, Inc. on (month/day/year), and recorded in the Dutchess County Clerk’s Office on , at Document # ." The failure to include such language shall not affect the validity or applicability of this Easement.

27(b). Notice and Effect of Lot Line Adjustment. Prior to any permitted lot line adjustment of the into two or more parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall continue to encumber the parcel conveyed. References in this Easement to the Property, or to the Owner or Owners or Grantors, shall be deemed to refer to the Owner or Owners of each such parcel conveyed, and no Owner or Owners of any such parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other portion of the Property. In the event that an Owner of a subdivided parcel requests an amendment of this Easement, and the Grantee agrees to such amendment, the amendment shall affect only the parcel of land for which the request was made and shall have no effect on any other land protected by this Easement.

27(c). Allocation of Permitted Structures. In the event that a lot line adjustment occurs pursuant to Section 13 (“Subdivision and Lot Line Adjustments”), in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be



allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

27(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the Purposes and provisions of this Easement, to perform its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to otherwise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property, and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

27(e). Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "Owner" shall include the Owner of any beneficial equity interest in the Property. The preceding sentence shall not impose personal liability on any such beneficial Owner except to the extent such beneficial Owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

27(f). Discharge of Owner Upon Transfer. In the event any Owner transfers fee ownership of all or any portion of the Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

28. Amendment of Easement.

This Easement may be amended only with the written permission of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purposes of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private



inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any such amendment to this Easement shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change. Any such amendment to this Easement shall be duly recorded.

29. Extinguishment of Easement.

At the mutual request of Grantor, Grantee, and the New York State Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purposes of this Easement described in Section 2 ("Purposes"), extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purposes") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 30 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or the portion of the Property as to which the extinguishment applies times the percentage determined under Section 30.

30. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment, partial extinguishment, sale or other disposition of the Property as contemplated in Section 29 ("Extinguishment of Easement").

That monetary value is determined as follows: multiply (a) times (b), where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For this Easement, the Grantee's Proportionate Share is _____ percent (____%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this Easement. Prior to such re-use, Grantee must provide written notification to the New



York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board.

31. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

32. Recitals and Exhibits Incorporated Herein.

All recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. All exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

33. Successors.

Every provision of this 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.

34. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

35. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party may change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 37.

36. Title.

The Grantor covenants and represents that the Grantor is the sole Owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the



Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

37. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

38. Subsequent Encumbrances.

The grant of any easements or use restrictions is allowed with the permission of Grantee pursuant to Section 18(a) ("Standards and Timetable for the Grantee's Permission"). Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

39. Preemptive Purchase Right.

Grantor acknowledges that the continued ownership of the Property by a party capable of conducting Agricultural Use on the Property is integral to fulfilling the Purposes of the Easement. Accordingly, Grantor hereby grants to Grantee a preemptive right to purchase the Property in accordance with the provisions of this Section 39 ("Preemptive Purchase Right") upon a proposed sale of the Property as more fully set forth below. The Preemptive Purchase Right constitutes a restriction that runs with the land and shall apply to each Conveyance (as hereinafter defined) in perpetuity.

39(a). Trigger of the Preemptive Purchase Right. Grantee shall have the right to exercise the preemptive purchase right in the event that Grantor proposes to sell or otherwise transfer (a) the Property or any part of the Property, (b) any interest in the Property or (c) any interest in a corporation, limited liability company, partnership or other entity holding title to the Property (any such transaction or occurrence is hereinafter referred to as a "Conveyance"). Unless otherwise permitted by the Easement, the Property shall only be sold in its entirety.

39(b). Exempt Transactions. Notwithstanding the foregoing, the following Conveyances shall not trigger Grantee's rights hereunder (each an "Exempt Transaction"):

- i. Any conveyance of the Property to a transferee who agrees in writing to continue Agricultural Use, provided that the following conditions are also satisfied:
 - a. The price must be no greater than the as-restricted value (as described below in 39(f)(i))
 - b. The conveyance must be made to:
 - i. a transferee who personally, or whose spouse or life-partner either currently meets the definition of qualified farmer or who previously met the definition of qualified farmer for a minimum of seven (7) years within the past twenty (20) years (as used herein, the term "qualified farmer" shall mean a person or entity who currently earns, and has earned for the previous two years, at least two thirds of his or her annual gross income from the "business of farming," as that term is defined in Treasury Regulation 1.175-3 or any successor regulation); or



- ii. a spouse, life-partner, parent, grandparent, sibling, child, stepchild, niece, nephew, or grandchild of Grantor (any one or more of whom are hereinafter referred to as a "Relative"); or
 - iii. a trust for the exclusive benefit of Grantor and/or a Relative; or
 - iv. a family partnership, family limited partnership, family limited liability company, or other similar family entity, provided that all interests in any such entity are owned, legally and beneficially, by Grantor and/or a Relative; or
 - v. a nonprofit organization whose mission includes facilitating access to farmland at prices affordable to qualified farmers, and which has made a written commitment to continue Agricultural Use of the Property.
- ii. Any mortgage, pledge, or other assignment of the Property to an institutional lender as security for any indebtedness of Grantor provided that any such mortgage, pledge, or other assignment of the Property requires that:
 - a. Grantee shall receive concurrent notice of any default under any such indebtedness and shall be afforded a reasonable opportunity to cure such default on behalf of Grantor; and
 - b. Any party acquiring the Property as result of a default of Grantor in the payment of such indebtedness shall be bound by the terms of this Easement in the same manner as Grantor hereunder, including being subject to this preemptive purchase right.

39(c). Notice of Intent to Market. Whenever Grantor intends to market the Property for sale, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to market," and shall be delivered to Grantee not later than ten (10) days after the Property is either listed for sale with a broker or other person or any marketing materials for Conveyance of the Property or interest therein have been prepared, whichever occurs first. The notice of intent to market shall include a copy of any brokerage agreement, listing materials or other materials used or proposed to be used in connection with the marketing of the Property, including the proposed offering price for the Property.

39(d). Notice of Intent to Convey. Whenever Grantor intends to enter into a transaction that would constitute a conveyance of the Property, including an exempt transaction, Grantor shall so notify Grantee in writing. Such notice shall be referred to herein as "notice of intent to convey" and shall be delivered to Grantee not later than five (5) days following the receipt by the Grantor of an offer for the Property that the Grantor is inclined to accept.

The notice of intent to convey shall include:

- i. A copy of any written offer that Grantor has received and is willing to accept; and
- ii. To the extent then executed, a copy of any written agreement between Grantor and a proposed transferee relating to the proposed Conveyance (together with such other instruments as may be required to show that proposed agreement has been entered into in good faith). Grantor acknowledges and agrees that any written agreement executed



by Grantor with respect to any conveyance shall specifically state that it is subject to the rights of Grantee pursuant to this Easement with preemptive purchase right; and

- iii. A written description of the transferee's training and experience as an agricultural producer and an agricultural business plan for the Property, including a description of (1) agricultural activities to be conducted or facilitated by transferee, (2) the retail or wholesale markets the transferee intends to utilize for sale of the agricultural products from the Property, (3) any proposed improvements to the Property, (4) a statement of anticipated agricultural income and expenses derived from the Property for a three-year period following transferee's acquisition of the Property, (4) a twelve-month cash flow projection or (5) other documentation of the transferee's capacity and intention to conduct Agricultural Use of the Property as determined by Grantee at its sole discretion. If transferee has no such training and experience or no intention of operating an agricultural business on the Property, a written statement to that effect.
- iv. If the proposed conveyance is represented to be an exempt transaction, the notice to convey shall also include the documents needed to establish the conveyance as such, including:
 - a. Documentation sufficient to show that the conveyance is at or below the as-restricted value. Such documentation may include:
 - i. A copy of an appraisal determining the as-restricted value of the Property in accordance with Section 39(f)(i); or
 - ii. Any other adequate documentation the Grantor may provide sufficient to prove that the conveyance is at or below the as-restricted value. Determination of the adequacy of said documentation is at the Grantee's sole discretion.
 - b. Documentation sufficient to establish the required qualified farmer status and the relationship(s) used to claim an exempt transaction under the terms of Section 39(b)(i), or the buyer's federal income tax filings from the previous two years, if the exempt transaction is claimed under Section 39(b)(ii). The sufficiency of such documentation shall be determined by Grantee, at its sole discretion.

39(e). Notice of Intent to Exercise Preemptive Purchase Right: If Grantee determines that the proposed conveyance is not an exempt transaction, Grantee may exercise the preemptive purchase right by giving Grantor notice thereof ("notice of intent to exercise") promptly, but in no case more than sixty (60) days following receipt of Grantor's notice of intent to convey. Failure by Grantee to provide such notice within 60 days shall constitute a waiver of Grantee's rights under the preemptive purchase right with respect to the proposed conveyance that is the subject of such notice of intent to convey. Grantee shall notify Grantor immediately upon a determination that it will not exercise this Preemptive Purchase Right with respect to a proposed conveyance. Failure to exercise this right with respect to a proposed conveyance shall not constitute a waiver of any of Grantee's rights with respect to a subsequent conveyance.



39(f). Purchase Agreement. If Grantee gives Grantor a notice of intent to exercise, Grantor and Grantee shall, either within sixty (60) days of delivery of said notice if Grantee chooses not to seek an appraisal, or within ten (10) days of receipt of the final appraisal if the purchase price (defined below) is determined pursuant to Section 38(f)(i) below, enter into a written agreement with respect to the sale of the Property (the “purchase agreement”). Unless otherwise agreed by the parties, the purchase agreement shall contain the following terms:

- (i) **Purchase Price.** The price for which Grantee shall have the right to purchase the Property (the “permitted resale price”) shall be the lesser of the offer price set forth in any written agreement delivered by Grantor to Grantee pursuant to Section 38(d)(i) above, or a price equal to the as-restricted fair market value of the Property (“as-restricted value”) determined as follows:
 - a. An appraisal of the as-restricted value of the Property, including all improvements thereon, based on its use value for productive Agricultural Use (hereinafter, the “agricultural use value”) of the land comprising the Property, assuming that its highest and best use is commercial agricultural production commonly occurring within the market area where the Property is located on the date that the notice of intent to exercise is given, as determined by a jointly approved qualified, independent appraiser selected by Grantor and Grantee, with the cost of such appraisal to be at Grantee’s sole expense. If Grantor and Grantee cannot jointly agree on a qualified, independent appraiser, Grantor and Grantee shall each select their own qualified, independent appraiser, each at their own expense. If the value of the Grantor and Grantee’s individual appraisals are within 10% of one another, for the purpose of determining the permitted resale price the as-restricted value shall be the average of the two appraised values. If the Grantor and Grantee’s individual appraisals vary by more than ten percent (10%) then Grantors’ appraiser and Grantee’s appraiser shall together appoint a third duly licensed appraiser with experience in the appraisal of agricultural real estate, who shall appraise the Property according to the requirements of the paragraph above. The cost of the third appraisal shall be equally borne by Grantee and Grantors. The value of the Property determined by the third appraiser in such case shall be the as-restricted value. As an alternative to appointing a third appraiser, Grantor and Grantee may agree upon a price based upon averaging the two appraisals or otherwise.
 - b. Appraisal(s) shall be completed by a licensed appraiser with experience in the appraisal of agricultural real estate and shall take into consideration the permitted and restricted uses set forth in the Easement as well as the impact on value resulting from the preemptive purchase right. The appraiser shall consider at least three approaches to valuation, including the Cost, Income, and Sales Comparison Approaches and shall value the land and all permanent structures and improvements (including permanently installed land improvements such as in-ground irrigation systems, farm roads, and tiling) by such appraisal methods as



said appraiser finds appropriate for determining the as-restricted value of the Property.

- (ii) Grantee's Right of Entry in Furtherance of the Preemptive Purchase Right. Grantee and Grantee's designees shall have the right to enter upon the Property at reasonable times upon reasonable advance notice for the purpose of preparing for the purchase of the Property (or interest therein), including but not limited to conducting appraisals, surveys, soils tests, engineering studies, and obtaining other desired information about the Property. Such entry onto or testing of the Property shall be conducted in a manner that reasonably limits any disturbance the use and enjoyment of the Property by Grantor.
- (iii) Closing. The closing of the transaction contemplated by the purchase agreement will take place within ninety (90) days following execution of the purchase agreement.
- (iv) Title. Grantor shall convey to Grantee, by bargain and sale deed with covenant against grantor's acts, in customary, recordable form, good, clear, record and marketable title to the Property free of all liens, leases, tenancies, occupancies or other encumbrances, subject only to (a) customary utility distribution easements (b) rights of the general public to use public roads; (c) rights of way and other easements that do not, in the Grantee's opinion, materially impair beneficial use of the Property; (d) the permitted exceptions in existence as of the date of this Easement and (e) the terms and conditions of this Easement. Grantor shall provide to Grantee copies of any existing title insurance policies, abstracts of title and survey maps of the Property. The state of title to the Property shall be determined by a title examination paid for by Grantee, and Grantee may obtain title insurance at Grantee's expense. In the event Grantor is unable to convey good and marketable title as required hereunder despite Grantor's best efforts (including the application of the purchase price to reduce any monetary liens), then Grantee may elect to terminate the purchase agreement and its exercise of this preemptive purchase right or to accept such title as Grantor shall be able to deliver and pay the purchase price without reduction, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.
- (v) Approvals. Grantor agrees to obtain at his sole expense any and all permits and approvals required under law or regulation for the conveyance of the Property (or interest therein) to Grantee under the purchase agreement. The parties shall extend the closing date as necessary to enable Grantor to obtain all such final permits and approvals.
- (vi) Hazardous Materials. Upon execution of the purchase agreement, Grantor shall update the representation made below regarding the presence or release of hazardous materials. In the event that Grantee discovers that any hazardous material has been found or released from or onto the Property, or that any violation of law related thereto has occurred on the Property, Grantee may at Grantee's option terminate the purchase agreement and declare its exercise of



the preemptive purchase right to be null and void.

Representation: Grantor represents to Grantee that Grantor is not now aware of the placement or dumping on the Property of any "hazardous material," including but not limited to petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, or any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment, or of the existence of any violation of federal, state or local law related thereto. The term "hazardous material" shall not include petroleum products, fertilizers, pesticides, herbicides, manure, and other substances used, stored or generated, in compliance with all applicable laws, in reasonable quantities for a lawful agricultural operation.

- (vii) Prorations and Fees. Grantor and Grantee shall prorate property taxes, assessments, fuel on the premises and rents as of the date of closing. Other transfer taxes and other taxes, fees and charges will be allocated in accordance with the customary practice in Columbia County.
- (viii) Casualty. In the event any structure on the Property is substantially destroyed by fire or other casualty, Grantee may elect to (a) proceed to closing and accept the proceeds of any insurance policy Grantor may have with respect to such destruction; or (b) if such insurance proceeds are less than the value of the structure as determined by appraisal using the methodology described above, proceed to closing and accept the proceeds of said insurance policy and reduce the purchase price by the difference between such contributory value and insurance proceeds; or (c) terminate the purchase agreement and withdraw its election to exercise the preemptive purchase right, but the foregoing shall not limit any other rights which Grantee may have on account of Grantor's activities.
- (ix) No Changes in Property. Grantor shall not physically alter the Property or the improvements on the Property or enter into any lease after Grantee delivers the notice of intent to exercise without Grantee's written consent, except to perform generally accepted agricultural practices and normal repairs and maintenance.
- (x) Personal Property. All personal property, livestock, machinery and equipment not included in the sale or other transfer shall be removed from the Property, and all other waste and debris shall be removed from the Property prior to closing.
- (xi) Assignment. Grantee may by written instrument, a copy of which shall be delivered to Grantor, assign its rights under the purchase agreement to a third party who, in the reasonable opinion of Grantee, will use or will facilitate the use of the Property for productive Agricultural Use.



- (xii) Form of Agreement. Grantor acknowledges receipt of, and accepts, the form of purchase and sale agreement heretofore delivered by Grantee to Grantor and agrees that such form conforms to the requirements of this Section.
- (xiii) Power of Attorney. In the event Grantor fails to execute the purchase agreement within ten (10) days of delivery to Grantor (provided that the purchase agreement conforms to the requirements of this Section), Grantor hereby constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact for Grantor and in Grantor's name to execute, acknowledge and deliver such purchase agreement as the act and deed of Grantor.

39(g). Waiver of Preemptive Purchase Right for Specific Proposed Conveyance. If Grantee fails to provide delivery of a notice of intent to exercise or, if Grantee elects to terminate the preemptive purchase right under the terms of the purchase agreement, or if Grantee unjustifiably fails to purchase the Property within ninety (90) days following execution of the purchase agreement (as the same may be extended pursuant to the terms of the purchase agreement), then at the request of Grantor, Grantee shall promptly execute and deliver to Grantor a document in suitable form for recording waiving Grantee's rights hereunder in connection with the proposed conveyance, and Grantor may proceed with the proposed conveyance; provided, however, that the proposed conveyance by Grantor to such prospective transferee must be completed within the twelve (12) month period following delivery of the notice of intent to convey given with respect thereto. Any such waiver of the preemptive purchase right shall state or automatically be deemed to state that it waives the preemptive purchase right only for purposes of the specific conveyance in question and that the preemptive purchase right (and the balance of this Easement) shall continue to be in effect for all other future conveyances. Grantee shall have the right to waive this preemptive purchase right with respect to the proposed conveyance at any time, including following execution of a purchase agreement.

40. Grantor's Environmental Warranty.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management



control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

41. Duration of Easement.

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

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the 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 28 ("Amendment of Easement").

43. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's Purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the Purposes of this Easement and will have a positive or neutral effect on those Purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

44. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and against all future Owners and any party deriving from the Grantor any interest or right to use, possess, or occupy the Property, in the same manner as against the Grantor, while such party is an Owner or entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the



Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

46. 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 construction or interpretation.



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

LANDOWNER

Grantor: Primrose Hill Farm, LLC

By: _____
Robert A. Schoch
Title:

DUTCHESS LAND CONSERVANCY, INC.

Grantee:

By: _____
Rebecca E.C. Thornton
President



State of New York)

County of Dutchess), ss:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared **Robert A. Schoch**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement



APPENDIX A DEPARTMENT CLAUSES

- required “WHEREAS” provisions (“D,” “E,” “F,” “J,” “L,” “N” and “P”)
- “Purposes”
- “Implementation”
- “Definitions”: “Agricultural Use,” “Conservation Plan,” “Crops, Livestock and Livestock Products,” “Farm Labor Housing,” “Farm Operation,” and “Viable Agricultural Land.”
- “State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions”
- Other miscellaneous policies: “Impervious Surfaces,” “Land Disturbances Associated with Non-Agricultural Activities,” “sound agricultural practices,” “Proceeds” and “Interpretation



EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situated, lying and being in the Town of Clinton, Dutchess County, New York, more particularly described as follows:

[TO BE PROVIDED FOLLOWING SURVEY WORK]



EXHIBIT B
Conservation Easement Map

[TO BE PROVIDED FOLLOWING SURVEY WORK]



EXHIBIT C
Survey Map