ENVIRONMENT

RESOLUTION NO. 2025154

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

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

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2022) for an award in an amount not to exceed $424,005 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 +/- 201 acres of property known as Domin Farm, (Tax Grid Numbers: 6362-04-671168, 6462-03-030054, 6362-04-844138 and 6462-03-047082), located on Freedom and Rombout Roads, in the Town of LaGrange, Dutchess County, New York, and

WHEREAS, a real estate appraisal completed by Al DeKrey dated March 27, 2025, which is on file with the Clerk to the Legislature, supports the purchase price as it values the Easement at approximately $4,000 per acre for a total purchase price of $805,148; the total cost of the project is $864,048 which includes closings costs, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, the U.S. Department of Agriculture's Natural Resources Conservation Service (USDA NRCS) shall contribute up to $381,143, the Dutchess Land Conservancy shall contribute up to $58,900, and Dutchess County Partnership for Manageable Growth shall contribute up to $424,005, for a total contribution of up to $864,048, 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, Resolution 2019303, a Bond Resolution, authorized the issuance of $2,525,000 serial bonds of the County for acquisition of parcels of land, or rights or interests in

such land, for active and/or 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 Resolution 2019303, funds are now available in the Capital Projects Account H0547, and have been reallocated to partially fund the purchase of a conservation easement in the amount of $864,048, on property known as the Domin 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	($424,005)
Increase		
H0547.8020.3006.7029	Domin Farm	$424,005

CA-124-25
LDF/rjw
R-1084
9/15/25
Fiscal Impact: See Attached.

APPROVED
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

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.

DUTCHESS COUNTY SEAL

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):
H0547.8020.3006.7029 - Easement-Conservation Domin 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 +/- 201-acres known as Domin Farm located in the Town of LaGrange. The total (not to exceed) cost of the easement is $864,048. $424,005 will be from the Dutchess County Partnership for Manageable Growth (PMG) Program, USDA NRCS 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. It should be noted that this is below the initial award amount of $461,041 made in March of 2023. The source of County funds is Capital Account H0547, a bond approved by Dutchess County Legislature Resolution No. 2019303, to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Clayton Gurnett Prepared On: 9/2/2025

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 and Development

Re: Partnership for Manageable Growth Resolution Request: Domin Farm

Date: September 2, 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 201 +/- acres known as Domin Farm, in the Town of LaGrange, in partnership with USDA NRCS and 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 $864,048. $424,005 will be from the Dutchess County Partnership for Manageable Growth (PMG) Program, USDA NRCS and the Dutchess Land Conservancy will provide the balance of funds. The source of County funds is Capital Account H0547, a bond approved by Dutchess County Legislature Resolution No 2019303.

COUNTY OF DUTCHESS

William F.X. O'Neil
County Executive

March 1, 2023

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 $461,041 in matching funds through the Partnership for Manageable Growth Program for the following project: **Purchase of development rights to +/- 201 acres known as Domin 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 **Domin 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 Eoin Wrafter at (845) 486-3616 or email him at ewrafter@dutchessny.gov.

Sincerely,

William F.X. O'Neil
Dutchess County Executive

Michael Polasek
Dutchess County Legislator, District 3

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

DUTCHESS COUNTY PLANNING BOARD
RESOLUTION NO 01/2022

RECOMMENDING THREE 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. 2019303 & 2021189, Dutchess County authorized the issuance of $2,525,000 & $1,515,505 (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, in September 2022 the Dutchess County Planning Board received three applications for matching grant funds for the acquisition of agricultural conservation easements on a total of 277 acres; and

WHEREAS, the total cost of the three farm conservation easements, including the administrative costs associated with finalizing the acquisitions, is estimated to be $1,574,018; 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, the Board finds that each of the three applications met or exceeded the program criteria; and

WHEREAS, the Board has reviewed the three 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 $787,009 of the total project costs described above, be awarded for the acquisition of development rights on the three farms, based on the following contingencies:

1) Completion of administrative tasks including but not limited to survey, title search, and baseline documentation pursuant to the 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 the future use of the property under easement to agriculture-related uses; or

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.

	Yes	No	Absent
Hans Klingzahn, Chair	X	____	____
James Nelson, Vice Chair	X	____	X
Gary Baright	X	____	____
Phil DeRosa	X	____	____
Dale Culver	X	____	____
Ryan Arket	____	____	X
Edith Greenwood	X	____	____
J. Patrick Lambert	X	____	____
Ken Migliorelli	X	____	____
Jill Way	X	____	____
Frederick Wilhelm	X	____	____
J. Randall Williams	____	____	X
Vacancy	____	____	X

Approved by the Dutchess County Planning Board

Hans Klingzahn, Chair

11/9/2022
Date

Attachment A

Partnership for Manageable Growth
2022 Applications Summary

PB Score	Project Title	Category	Acreage	Location	Total Project Cost	DCPMG Request	Applicant Funds	NYSDAM funds	Other Funds	Other Funds Source	Applicant	Cost Per Acre	% of PMG
148.1	Domin Farm	Farmland	201	Town of LaGrange	$922,082	$461,041	$0	$456,041	$5,000	Dutchess Land Conservancy (DLC)	DLC	$4,598.45	50%
141.8	Plan Bee Farm Brewery	Farmland	25	Town of Poughkeepsie	$211,398	$105,699	$0	$100,699	$5,000	Dutchess Land Conservancy (DLC)	DLC	$8,455.00	50%
153.4	Sinon Farm	Farmland	52	Town of Hyde Park	$440,538	$220,269	$0	$215,269	$5,000	Dutchess Land Conservancy (DLC)	DLC	$8,504.59	50%
			277		**$1,574,018**	**$787,009**	**$0**	**$772,009**	**$15,000**				

Conservation Easement

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 2025, by **STANLEY J. DOMIN** and **JAY S. DOMIN**, with mailing addresses of 55 Mountain Road, Pleasant Valley, New York, 12569 and 37 Mountain Road, Pleasant Valley, New York, 12569, respectively (the "Grantors") 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"), and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

WHEREAS:

A. Grantors are the Owners of certain real property (the "Protected Property") consisting of approximately 201.287 acres, in four (4) tax map parcels located on Freedom and Rombout Roads in the Town of LaGrange, 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 Domin Property", prepared by Kirk K. Horton, Licensed Land Surveyor, dated December 20, 2024 and last revised on January 10, 2025, 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 Protected 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 Agriculture and Markets Law of the State of New York (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 Protected 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 a 2013 report generated by Scenic Hudson, Inc. titled *Securing Fresh, Local Food for New York City and the Hudson Valley: A Foodshed Conservation Plan for the Region* and the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Protected Property is located within the Dutchess County priority areas.

The NYS OS Plan also identifies protection of turtle conservation sites along Fishkill Creek, Sprout Creek, Housatonic River, Great Swamp and Wappinger Creek drainage basins as a regional priority conservation project. These wetlands and associated uplands provide habitats for a high diversity of turtles including some of New York's most imperiled species (bog turtle and Blanding's turtle).

H. The Protected Property is located in an area identified as a Significant Biodiversity Area (SBA) in the *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. The Dutchess County Wetlands SBA is a network of wetland complexes that provide important habitat for a variety of uncommon amphibian, reptile, and bird species. The biodiversity associated with the Dutchess County Wetlands SBA is primarily threatened by suburban expansion and pollution, and to address this, the Conservation Framework recommends protecting wetlands, their buffer zones, and wildlife corridors that connect these habitats.

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 Protected Property is located as the Upper Hudson Basin, an ecologically vital area with high

plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Protected Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley (Dutchess County) can provide habitat for grassland-dependent species. 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 Protected 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 Protected 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 adopted the County Master Plan, *Directions*, in 1988. *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 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood –carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. 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 Protected 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 Protected Property is located within the Hudson Valley, as described in Chapter 6, Biological Resources and Biodiversity of Dutchess County, written in October 2010 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 in Dutchess County extends along the entire western boundary of the county, encompassing all or most of the area of each municipality along the Hudson River. The Hudson Valley consists of plains broken by hills and terraces, with a narrow floodplain along the Hudson River. Common land uses include pasture and cropland, deciduous forest, mixed deciduous and evergreen forest, major urban, suburban, and rural residential land. Priority habitats identified in the Hudson Valley EcoRegion include tidal aquatic communities, contiguous forest, wetlands, grasslands (including pasture), and streams, most of which can be found on the Protected Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Protected Property is located within the Town of LaGrange which adopted a Comprehensive Plan (the "Comprehensive Plan") on July 13, 2005, and includes in its "Vision for LaGrange" that the Town will protect, improve, and preserve its natural resources and the integrity of its farmland. The Comprehensive Plan identifies objectives to address land use, conservation and open space needs which include identifying and preserving open space and agricultural uses through a variety of techniques including the use of conservation easements.

In addition, the Comprehensive Plan recommends that the Town should promote the protection of vital wildlife habitat. The Domin Farm contains valuable habitat and a documented population of a New York State threatened species. The farm also falls within the Town's Farm Preservation Zone Overlay District, which includes USDA Soil Conservation Service Class I or Class II farmland, classifying these soil types as having the least limitations on their use, and is intended to protect agricultural lands from development.

O. The Town of LaGrange adopted an Open Space Plan on June 13, 2007 which underscores their commitment to the preservation of open space and their dedication to safeguarding the rural character of the Town. A primary goal of the Open Space Plan is to preserve large "core" areas of farmland. The Domin's land is specifically mentioned on page 26 of the Open Space Plan as being in the highest priority area for farmland protection within LaGrange as they are in the area with the largest "critical mass" of agricultural lands. Community survey responses to the Open Space Plan indicate overwhelming support of the importance of conservation of the rural character and open space resources, with active farmland as a top priority for conservation. Residents want to especially conserve farmland and water resources, both of which are characteristic of the Domin property.

P. The Protected Property consists primarily of productive agricultural land. The Protected Property contains approximately 65 acres of prime soils, and approximately 60 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Protected Property is in the watershed of the Wappinger Creek, a tributary of the Hudson River. The *Natural Resource Management Plan for the Wappinger Creek Watershed*, prepared by the Dutchess County Environmental Management Council, Dutchess County Soil and Water Conservation District, Wappinger Creek Watershed Planning Committee, and the Dutchess County Water Quality Strategy Committee states that the watershed is entirely contained within Dutchess County and drains 134,871 acres (210 square miles) in 11 towns. The Watershed Plan identifies overdevelopment as a top ten threat to the Wappinger Creek watershed and recommends the use of conservation easements to protect wetlands that serve as filtration for the watershed.

R. The Protected Property contains approximately 34 acres of Freshwater Wetland No. PV-16, PV-17, and PV-71, Class 1 wetlands, and PV-18, a Class 3 wetland, designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Protected Property also contains approximately 25 acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

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 Protected Property contains 857 feet of a tributary to the Wappinger Creek, a Class B stream (H-101-9), which has been classified by the New York State Department of Environmental Conservation according to its best use for swimming and other recreation, and fishing, and 2,223 feet of a sub-tributary of

the Wappinger Creek, a Class C stream (H-101-7-4), which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing. 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. Approximately 18 acres of the Protected Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.

U. This property contains riparian areas, mapped by the New York Natural Heritage Program for the *Statewide Riparian Opportunity Assessment*. They are delineated around streams based on digital elevation data, known wetlands, and modeling for the 50-year flood zone. Riparian areas are adjacent to streams, ponds, wetlands, and other waterbodies and generally include the floodplain. They are sensitive transition zones between land and water and can improve water quality, attenuate flooding, and provide important wildlife habitat.

V. The Protected Property contains approximately 120 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.

W. The Protected Property contains habitats that are likely to be important for sustaining known occurrences of rare terrestrial and wetland animals as well as important bat foraging area. The New York Natural Heritage Program recommends proactive planning to minimize or avoid impact to these habitats and encourages the use of land protection, including conservation easements, as a key strategy to protect rare and declining species.

X. 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 Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of Four Hundred Sixty-One Thousand, Forty-One Dollars ($461,041) 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 31 below.

Y. Grantors have received independent legal and financial advice regarding this Easement to the extent that Grantors have deemed necessary. Grantors freely sign this Easement in order to accomplish its purposes.

Z. This Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the Agricultural Uses and conservation values of the Protected Property (the "Purpose of the Easement").

AA. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee.

NOW, THEREFORE, in consideration of the foregoing, Eight Hundred Forty-Two Thousand, One Hundred Eighty-Four Dollars ($842,184) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. **Grant of Conservation Easement.**
Grantors hereby grant and convey 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 Protected Property in perpetuity. Grantors will neither perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the covenants contained herein. Grantors authorize Grantee to enforce these covenants in the manner described below.

2. **Purposes of this Easement.**
The primary purpose of this Easement is to protect the Agricultural Use and future viability, and related conservation values of the Protected Property, by limiting nonagricultural uses that negatively affect the Agricultural Uses and conservation values of the Protected Property.

Additional purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Protected Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Protected Property. The Grantors and the Grantee intend that this Easement will confine the use of the Protected Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Protected 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 Protected Property in accordance with its provisions. The Protected 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 Agricultural 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, the 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 Land Easement Plan":** A conservation plan that complies with 7 Code of Federal Regulations Part 12 pertaining to all highly erodible cropland on the Protected Property.

4(e). **"Agricultural Operation:"** As 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(f). **"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(g). **"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(h). **"Agricultural Use:"** Those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Protected Property as an "Agricultural 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 manage the Protected Property or a portion thereof in a fallow or otherwise idled manner.

4(i). **"ALE Program:"** The United States Department of Agriculture Natural Resources Conservation Service Agricultural Land Easement Program which is a federal funding source for farmland protection and the purchase of conservation easements.

4(j). **"Baseline Documentation Report:"** A report evidencing the present condition of the Protected Property at the time of the closing of this Easement.

4(k). **"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(l). **"Crops, Livestock and Livestock Products:"** As 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(m). **"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(n). **"Environmental Law:"** or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

4(o). **"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 Agricultural Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

4(p). **"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(q). **"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 16.*

4(r). **"Grantee:"** The original Grantee and its successors and assigns.

4(s). **"Grantors:"** The original Grantors and their heirs, successors and assigns.

4(t). **"Hazardous Materials:"** Any petroleum, petroleum products, fuel oil, waste oils,

explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

4(u). "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, exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(v). "Impervious Surfaces:" Structures, Improvements and materials that permanently cover soil resources and do not allow water to percolate into the soil. 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(w). "Improvement:" Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Protected 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(x). "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(y). "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(z). "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(aa). "Owner" Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Protected Property, and any party entitled

to the possession or use of all or any part thereof.

4(bb). "Principal Residence:" The primary or main Residential Dwelling on the Protected Property, typically occupied by the Owner and family when the Owner is in residence on the Protected Property.

4(cc). "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 Protected Property.

4(dd). "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(ee)."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(ff)."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(gg)."Residential Uses:" Use of the land by the Owner, or other persons permitted by the Owner, for living on the Protected Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(hh). "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(ii)."Rural Enterprises" Commercial activities conducted on the Protected Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Protected Property, and are owned by, and primarily operated by, the Grantors and other residents of the Protected 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(jj). "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(kk)."Structure:" Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Protected 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(ll). "Telecommunications:" The transmission, receipt, or exchange of information through the use of technology involving the Protected Property and any other location.

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

"Farmstead Area" Area depicted on Exhibit B, that centers on existing farm Structures or future planned Structures.

"Resource Protection Area" The areas depicted on Exhibit B that contain unique or special natural features including, but not limited to, streams, wetlands, habitat or steep slopes and their supporting buffer lands.

"Farm Area" The remaining area of the Protected Property, as depicted on Exhibit B, which Exhibit may be revised from time to time pursuant to Section 30 ("Amendment of Easement") of this Easement.

5. Restrictions Applicable to the Protected Property.

By this Easement, the Grantors agree to restrictions that apply to the entire Protected Property as set forth in this Easement. The Grantors 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, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Protected 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 Grantors remove or raze any Structure or Improvement, and do not build a new Structure or Improvement in the same location, the Grantors shall stabilize the site with suitable vegetation.

6. Use of Protected Property.

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

The provisions of this Easement and associated exhibits will not be interpreted to restrict the types of Agricultural Operations that can function on the Protected Property, so long as the Agricultural Operations are consistent with the long-term viability of the Protected Property and the Purpose of

the Easement. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the Easement's protection for the Purpose of the Easement. Allowed uses of the Protected Property include the specific uses allowed in other sections of this Easement and the following activities, subject to the qualifications stated below:

Agricultural Production - The production, processing, and marketing of livestock and agricultural products compatible with the Purpose of the Easement are allowed provided these activities are conducted in a manner consistent with the terms of the Easement and the Agricultural Land Easement Plan. *See Section 8.*

Forest Management and Timber Harvest - Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. *See Section 16.*

On-Farm Energy Production - Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable Energy Facilities must be built and maintained within Impervious Surface limits and consistent with the Purpose of the Easement. *See Section 13(i).*

7. **Reserved Rights Retained by Grantors.**
Grantors reserve 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 Protected Property and, the rights to sell, lease, mortgage, and devise the Protected Property. In addition, Grantors reserve other rights compatible with the Purposes set forth in Section 2 ("Purposes of this Easement") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Agricultural Operations.

Nothing in this Easement relieves Grantors of any obligation with respect to the Protected Property or restriction on the use of the Protected Property imposed by law, and nothing in this Easement shall require Grantors to take any action to restore the condition of the Protected Property from damage or change that could not be reasonably anticipated by Grantors or that is beyond Grantors' reasonable control and occurs without Grantors' 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.

8. **Right to Use Protected Property for Agricultural Uses.**
Grantors have the right to engage in Agricultural Use of the Protected Property and to use the Protected Property as an Agricultural 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 8, "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Protected Property or on other properties owned or operated by the Grantors, 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 and

conducted in accordance with Sound Agricultural Practices and the following described Agricultural Land Easement Plan. The Grantee shall prepare an Agricultural Land Easement Plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee. The ALE Plan shall include a conservation plan that complies with 7 CFR Part 12 pertaining to all highly erodible cropland on the Protected Property. If the NRCS standards and specifications for highly erodible cropland are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor and Grantee to develop and implement a revised conservation plan.

9. Right to Use Protected Property for Rural Enterprises.

Grantors have the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 13 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property.

10. Right to Use Protected Property for Recreational and Educational Uses.

Grantors retain the right to use the Protected Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 13 ("Construction of Buildings and Other Improvements"). In all cases, Recreational and Educational Uses must be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Protected Property.

11. Limitations on Nonagricultural Uses.

Any activities inconsistent with the Purpose of the Easement are prohibited. The following activities are inconsistent with the Purpose of the Easement and are specifically prohibited subject to the qualifications stated below:

11(a). Subdivision.

Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

The Protected Property is currently comprised of four (4) tax map parcels owned by Grantors. Grantors shall maintain such parcels comprising the Protected Property, and all interests therein, under unified ownership (whether joint or undivided), as though a single parcel. Even though the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

11(b). Industrial or Commercial Uses.

Industrial or Commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and

conditions of this Easement;

(ii) The sale of excess power generated in the operation of Renewable Energy Facililties and associated equipment or other energy Structures that Grantee approves in writing as being consistent with the Purposes of the Easement and in accordance with the terms and condition of this Easement *See Section 13(i);*

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the Easement; and

(iv) Commercial or Rural Enterprises related to agriculture or forestry including but not limited to Agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to shops, and studios for arts or crafts.

11(c). Granting of Easements for Utilities and Roads.

The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the Easement as determined by the Grantee in consultation with the Chief of NRCS. *See Sections 13(h) and 17.*

11(d). Surface Alterations.

Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

(i) Dam construction pursuant to a plan approved by the Grantee to create ponds for Agricultural Use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee;

(iii) Soil disturbance activities required in the construction of approved buildings, Structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the Easement; and

(iv) Agricultural activities and related conservation activities conducted in accordance with the terms and conditions of this Easement and the ALE Plan as described in Section 8 ("Right to Use Protected Property for Agricultural Uses").

11(e). Surface and Subsurface Mineral Exploration and Extraction

Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantors as of the date of this Easement or later acquired by Grantors, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited. If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this Easement is executed, and their interests have not been subordinated to this ALE, the Grantors must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Section 11(e). Any

mineral leases or other conveyances of minerals entered into or renewed after the date of this Easement are subordinate to the terms of this Easement and must incorporate by reference this Easement.

12. Access.

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

13. Construction of Buildings and Other Improvements.

The Protected Property consists of three (3) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area; 2) the Farm Area; and 3) the Resource Protection Area. Grantors may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvements to the Protected Property within these areas only as provided in this Easement and set forth below.

13(a). Structures to be Located within Farmstead Area.

Except as otherwise permitted in this Section 13, all Structures and Improvements must be located within the Farmstead Area, containing approximately 9.5 total acres and described or shown in Exhibit B, which is appended to and made a part of the Easement. Agricultural Structures and utilities to serve approved buildings or Structures, including on-farm energy Structures allowed under this Section 13, that neither individually nor collectively have an adverse impact on the Purpose of the Easement, may be located outside of the Farmstead Area with prior written consent of the Grantee.

13(b). Limitation on Impervious Surfaces.

Impervious Surfaces shall not exceed two percent (2%) of the Protected Property, excluding NRCS-approved conservation practices identified in the New York Field Office Technical Guide or any such successor guide. Impervious Surfaces are defined in Section 4(u) and are materials that do not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaced that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this Easement. This Easement limits the extent of construction or placement of Impervious Surfaces on the Protected Property. Impervious Surfaces are prohibited in the Resource Protection Area.

13(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Protected Property in accordance with the provisions of this Section 13(c) and may be repaired, removed, enlarged and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 13(b) ("Limitation on Impervious Surfaces").

Farmstead Area: Without permission of Grantee, Agricultural Structures and

Improvements, including accessory roads and parking areas, are permitted within the Farmstead Area.

Resource Protection Area: With prior written permission of Grantee determining that the Agricultural Structure or Improvement neither individually nor collectively has an adverse impact on the Purpose of the Easement, Grantors may place or construct Agricultural Structures and Improvements within the Resource Protection Area provided each Agricultural Structure or Improvement shall not contain Impervious Surfaces.

Farm Area: Agricultural Structures and Improvements that neither individually nor collectively have an adverse impact on the Purpose of the Easement, may be located in the Farm Area with prior written approval of the Grantee. 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 13(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Protected Property or on other properties owned or operated by the Grantors, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantors 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 necessary 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 13(b) above.

13(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Protected Property in accordance with the provisions of this Section 13(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 Protected Property.

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

Principal Residences. No more than one (1) single family Principal Residence shall be permitted on the Protected Property. As of the date of this Easement, there was no such residence on the Protected Property. The Principal Residence shall not exceed a Footprint Area of 3,500 square feet and a Height of 35 feet.

Accessory Residences. No more than two (2) detached Accessory Residences

shall be permitted on the Protected 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.

Accessory Apartments. No more than two (2) 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 13. As of the date of this Easement, no Accessory Apartments exist on the Protected Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4(n), 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. As of the date of this Easement, no Farm Labor Housing units exist on the Protected Property.

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

Farm Area: Residential Dwellings, including those for Farm Labor Housing are prohibited in the Farm Area.

13(e). Structures and Improvements associated with Rural Enterprises.

Rural Enterprises may only be established within the Farmstead Area. 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 Protected Property. Prohibited enterprises include, but are not limited to those that market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junk yard or gas station), unless such activities are an integral part of the Agricultural Operation. The land on which these Structures and Improvements stand shall not be subdivided.

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

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Protected Property in accordance with the provisions of this Section 13(f), and subject to the Impervious Surface coverage limitations set forth in Section 13(b) ("Limitation on 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 Protected 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 within the Farmstead Area subject to the Impervious Surface coverage limitations set forth in Section 13(b.)

Farmstead Area: Without permission of Grantee, Structures and Improvements associated

with Recreational and Educational Uses are permitted within the Farmstead Area.

Resource Protection Area: Structures and Improvements associated with Recreational Uses are prohibited.

Farm Area: Structures and Improvements associated with Recreational Uses in the Farm Area are prohibited.

13(g). Fences.

Fences may be maintained and replaced, and new fences installed if they are necessary for Agricultural Operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the Easement. Fencing unrelated to Agricultural Use of the Protected Property may not impair the views of the Protected Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee").

13(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 and subordinate to the Agricultural Use of the Protected Property. Such services and systems may be located within the Farmstead Area without permission of Grantee If located outside the Farmstead Area they shall require the prior written permission of Grantee upon a showing that they are located in a manner that neither individually nor collectively has an adverse impact on the Purpose of the Easement and that minimizes impacts to the Resource Protection Area and to prime soils and soils of statewide importance. No wireless Telecommunications towers or associated antennas may be placed on the Protected Property. 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 Protected Property, unless they are 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 approved in accordance with Section 11(c) ("Granting of Easements for Utilities and Roads") and other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement which are approved in accordance with Section 11(c).

13(i). Renewable Energy Structures and Improvements.

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 Protected Property may be built pursuant to this Section 13(i). Grantors shall comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation.

Grantors 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 Protected Property, may be sold to an electrical supplier in compliance with federal, state and local laws. Wireless Telecommunications towers or associated antennas are prohibited.

Farmstead Areas: Structures and Improvements associated with renewable energy generation, including access roads and other accessory Improvements, may be built within the Farmstead Area. Such facilities shall be subordinate to the Agricultural and Residential Uses of the Protected Property.

Farm Areas: Subject to the Impervious Surface coverage limitations set forth in Section 13(b), Grantors may place or construct Renewable Energy Facilities, including access roads and other accessory Improvements, in the Farm Area, provided that the energy produced will be used principally on the Protected Property. In granting approval for such facilities, Grantee must find, in Grantee's sole discretion, that the Renewable Energy Facilities are compatible with, and neither individually nor collectively have an adverse impact on, the Purposes of this Easement, subordinate to the Agricultural Use of the Protected Property, compatible with the scenic preservation of the Protected Property, and located in a manner that minimizes impacts to prime agricultural soils, soils of statewide importance, and scenic views from public vantage points. Grantee's conditions of approval may include requiring the posting of a bond. Renewable Energy Facilities are permitted only if they are limited and localized in impact, affecting no more than one-quarter of one percent (0.25%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Protected Property. Any such facility may be enlarged or relocated with the permission of Grantee Pursuant to Section 19.

14. Maintenance and Improvement of Water Sources.

Subject to the requirements of Section 11(d) ("Surface Alterations"), Grantors may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Protected Property for the uses permitted by this Easement. Grantors may alter the natural flow of water over the Protected Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Protected Property or improve the agricultural or forest management potential of the Protected Property, provided such alteration is conducted in accordance with Sound Agricultural Practices (as described in Section 8), is consistent with the Purposes of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. Grantors 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 19 ("Permission of and Notice to Grantee").

15. Water Rights.

Grantors may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Protected Property in accordance with applicable local, state and federal laws and regulations.

Grantors shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Protected Property itself.

16. 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 and there shall be no removal, destruction or cutting of mature live trees on the Protected Property with a trunk diameter at breast height of eight inches or more, except as follows:

16(a). Clearing without Prior Consent.

Without the prior consent of the Grantee, trees and vegetation may be removed (1) which endanger public safety, are diseased, damaged or fallen; (2) which need to be cleared to ensure the health of other trees; (3) to the minimum extent necessary in connection with the construction of permitted Structures and Improvements including parking areas for structures permitted herein, which clearings shall not exceed three acres; (4) to construct and/or maintain walking or hiking trails; (5) to maintain and manage habitat areas; (6) to enhance the overall diversity of native plant species; (7) to provide control of Invasive Species; (8) to support the ecological health and biodiversity of the Protected Property; and (9) to maintain the scenic and natural character of the Protected Property, in compliance with the restrictions set forth below in this Section 16.

16(b). Clearing with Prior Consent.

With the prior permission of the Grantee pursuant to Section 19, trees may be removed (1) to clear-cut areas of the Protected 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.

16(c). Forestry.

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 with the prior consent of the Conservancy pursuant to Section 19 ("Permission of and Notice to Grantee"). All 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, and a copy of the New York State required plan 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 (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

17. Road Construction.

New roads may be constructed if they are approved in advance by Grantee, in compliance with

Impervious Surface limits, and necessary to carry out Agricultural Operations and other allowed uses on the Protected Property. Grantors may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other Improvements necessary to provide access to, and parking for, permitted buildings or Improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. Maintenance of existing roads documented in the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless such widening and improving is within Impervious Surface Limits, approved in advance by Grantee, and necessary to carry out the Agricultural Operations or other allowed uses on the Protected Property. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Protected 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. Composting, Disposal of Biodegradable Materials, Dumping and Trash.
The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Protected Property is prohibited, except as follows and subject to Section 40 ("Grantor's Environmental Warranty"):

18(a). Without permission of Grantee if within the Farmstead, or with permission of Grantee if outside the Farmstead and otherwise required by Section 13 ("Construction of Buildings and Other Improvements"), Grantors may: (i) store compost, apply or inject agriculturally-related waste or biodegradable material generated on-site; (ii) store old farm equipment to be used for parts; and (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal, provided that all materials stored, applied, or injected are generated on or derived from the Protected Property

18(b). With prior permission of Grantee, Grantors may store, apply, inject, compost, or re-use agriculturally-related waste or biodegradable materials generated off the Property for use on the Protected Property or for commercial use or sale, subject to the limitations of Section 11(b) ("Industrial or Commercial Uses"). Commercial composting and composting of materials generated off-site must be done in compliance with required governmental permitting, pursuant to a management plan developed or approved by the Dutchess County Soil and Water Conservation District, the New York State Department of Environmental Conservation, or the United States Natural Resources Conservation Service or successor agencies. Under no circumstances is the operation of a permanent or semi-permanent debris dump or landfill for woody, earthen, or other biological materials transported from off-site permitted on the Protected Property.

All such activities shall be conducted in accordance with Sound Agricultural Practices (as defined in Section 4(ii)). Notwithstanding the foregoing, the storage and treatment of sewage associated with Structures permitted on the Protected Property is permitted by this Easement as provided in Section 13(h) ("Utility Services and Septic Systems").

19. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantors shall submit plans and a description of the proposal in accordance with Section 36 ("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 Grantors 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 and permission for any Structure, Improvement or alteration otherwise 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 in writing within 35 days of receipt of the Landowners' request for accompanied by plans and other materials the Conservancy in its sole discretion deems sufficient for its review. In order to grant any the Conservancy must make written findings that the proposed action: (a) is consistent with the Conservation Purposes of this Conservation Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Conservancy's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Conservation Easement; (d) does not affect the perpetual existence and validity of this Conservation Easement; and (e) will not result in private inurement or impermissible private benefit. The Conservancy may withhold only upon a determination that the Landowners' proposal would be inconsistent with the Conservation Purposes or specific provisions of this Conservation Easement, including the provisions of this Section 19(a). The Conservancy may grant its subject to reasonable conditions which must be satisfied. If the Conservancy does not respond within thirty-five days of receiving a request for , such request shall be deemed to be constructively denied unless the parties agree to allow additional time for a decision. A constructive denial shall be treated by all parties as procedural, rather than substantive, and the Landowners may re-submit the request for approval without prejudice. No proposed activity may proceed without the Conservancy's written and approval as provided herein. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal approved by the Conservancy.

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

Where only prior notice is required, the Grantors 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 any activity described herein, the Grantors 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.

20. Ongoing Responsibilities of Grantors 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 Grantors as owners of the Protected Property, including, but not limited to, the following:

20(a). Taxes.

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

20(b). Upkeep and Maintenance.

Grantors shall be solely responsible for the upkeep and maintenance of the Protected Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Protected 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 Protected 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 Protected 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 with respect to the condition of the Protected Property, 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 Owner, causing any dangerous condition to arise on the Protected Property. Except in the last described instance, Grantors agree 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 damager related to the Protected Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantors further agree to indemnify and hold Grantee 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 Protected Property. Grantee shall have no liability to Grantors or any other Owner for Grantee's acts taken in good faith in connection with the administration of this Easement.

Grantors shall indemnify and hold harmless the Grantee, Dutchess County ("the County"), 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 County may be subject or incur relating to the Protected Property, which may arise

from, but are not limited to, any personal injury, accidents, negligence or damage, Grantors' ownership of the Protected Property, Grantors' breach of any representation, warranty, covenant, agreements contained in this Easement, or Grantors' violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee and the County or their employees, agents and assigns, in which case liability shall be apportioned accordingly. Grantors further agree to indemnify and hold harmless the Grantee and the County 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 Protected Property. The Grantee and the County shall have no liability to Grantors or any other Owner for acts of the Grantee and the County or their employees, agents and assigns, taken in good faith in connection with the exercise of their rights under this Easement.

The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement , or violations of any Federal, State, or local laws, including all Environmental Laws (defined in Section 4) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for 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 other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this Easement or violations of any Federal, State, or local laws, including all Environmental Laws (defined in Section 4).

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantors in this Easement, all non-agricultural development rights appurtenant to the Protected Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Protected 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 Protected 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 Protected Property are permitted by this Easement. In order to evidence the present condition of the Protected 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, and a copy thereof has been delivered to Grantors and a copy will be kept on file with Grantee, and the County. The Report may be used by Grantee, or the County to establish that a change in the use or character of the Protected Property has occurred, but its existence shall not preclude the use by Grantee, or the County of other evidence to establish the condition of the Protected Property as of the date of this Easement.

23. Right of Inspection.

Grantee shall have the right to enter upon the Protected Property with forty-eight (48) hours advance notice to Grantors 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 Grantors. 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 United States, pursuant to Section 25 ("United States Right of Enforcement") below, and the County, pursuant to Section 26 ("Third Party Enforcement Right of the County of Dutchess") below, shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantors, giving Grantors 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 Purpose 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 Purpose of this Easement; and 2) restoration of the Protected 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, Grantors 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 at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantors of any obligation with respect to the Protected Property or restriction on the use of the Protected Property imposed by law, and nothing in this Easement shall require Grantors to take any action to restore the condition of the Protected Property from damage or change that could not be reasonably anticipated by Grantors or that is beyond Grantors' reasonable control and occurring without Grantors' 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.

25. United States Right of Enforcement.

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the Easement are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantors, including, but not limited to, attorney's fees and expenses related to Grantors' violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the Easement against the Grantors, up to the amount of the United States' contribution to the purchase of the Easement.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantors are in compliance with the Easement. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the Easement and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantors and provide Grantee and Grantors a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the Easement and will give notice to Grantee and Grantors at the earliest practicable time.

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 Grantors, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantors thirty (30) days from the receipt of such notice to cure the violation.

26(b). If the County determines that Grantors are 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, Grantors 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 24 ("Enforcement") or this Section 26 ("Third Party Enforcement Right of the County of Dutchess").

27. Dispute Resolution.

If a dispute arises between the Grantors 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 Grantors agree 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 Grantors and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

Nothing in this clause shall diminish Grantee's rights under Section 24 ("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 or a "qualified organization" under Section 170(h) of the Code or 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. Grantors and the County, must be notified in writing in advance of any such transfer.

29. Sale, Transfer and Subdivision of Protected Property.

29(a). Required Language in Future Deeds, Mortgages and Leases.

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Protected Property, or any parcel 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 Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(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). 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 Protected 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 Protected 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 Protected Property under the instrument creating such equity interest and under applicable law.

29(c). Discharge of Owner Upon Transfer.

In the event any Owner transfers fee ownership of all or any portion of the Protected 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 if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the Easement and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended Easement, such amendments must be mutually agreed upon by the Grantee, Grantors, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void. 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 Agricultural Operations. 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. Extinguishment, Termination, and Condemnation.

The interests and rights under this Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this Easement, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, Dutchess County, the Grantee and the United States stipulate that the fair market value of the Easement is forty-two percent, hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this Easement. The Proportionate Share will remain constant over time.

If this Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantors must reimburse Dutchess County and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this Easement. The fair market value will be determined at the time all or a part of this Easement is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the County and the United States will be as follows: (a) to the County or its designee, fifty-three percent of the Proportionate Share; and (b) to the United States forty-seven percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantors or the Grantors' successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

32. 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.

33. Recitals and Exhibits Incorporated Herein.

Any and 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. Any and 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.

34. Successors.

Every provision of this Easement that applies to Grantors 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 Protected Property.

35. 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.

36. 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 Grantors, at the address set forth above; 3) if to any subsequent owner, at the address of the Protected Property; or 4) if to the United States, or 5) if to Dutchess County, 22 Market Street, Poughkeepsie, New York, 12601. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

The Grantors covenant and represent that the Grantors are the sole Owners and are seized of the Protected Property in fee simple and have good right to grant and convey the aforesaid Easement; that the Protected 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.

38. Subsequent Liens on Protected Property.

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

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 19. With prior permission of the Grantee pursuant to Section 19 ("Permission of and Notice to Grantee") the placing of an additional restriction to maintain the Protected Property's affordability for Agricultural Use by farmers, including additional restrictions that take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use is permitted. Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Agricultural Operations.

40. Grantors' Environmental Warranty.

Grantors warrant that they are in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected

Property. Grantors further warrant that they have no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantors warrant the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantors hereby promise to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Protected Property. Grantors' indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantors with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

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 Protected 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 Protected 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 30 ("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 Protected Property, issue a certificate of compliance indicating that an alteration of the Protected 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 Protected Property in perpetuity and shall bind and be enforceable against the Grantors and against all future Owners and any party deriving from the Grantors any interest or right to use, possess, or occupy the Protected Property, in the same manner as against the Grantors, 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 Protected Property transferred, cease being a Grantors or Owners with respect to such Protected 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 Protected 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, Grantors and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

LANDOWNERS

Grantor: _____
Jay S. Domin

Grantor: _____
Stanley J. Domin

DUTCHESS LAND CONSERVANCY, INC.

Grantee:

By: _____
Rebecca E.C. Thornton
President

State of New York)

County of), ss:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared **Jay S. Domin**, 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), ss:

On the _____day of _____ in the year 2025 before me, the undersigned, personally appeared **Stanley J. Domin**, 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), ss:

On the _____day of _____ in the year 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.

_____
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

EXHIBIT A
Description of the Protected 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 LaGrange, Dutchess County, New York, more particularly described as follows:

Beginning at the southeasterly corner of the herein described Conservation Easement at a point in the southwesterly line of Freedom Road (County Road 47) located at New York State Plane East Zone Coordinates of 1,045,488.12 feet North, by 678,645.81 feet East;

Thence along lands now or formerly of Rutkowski, described by deed recorded in Document No. 2-2010-5911, in part, and lands now or formerly of Ipoll Realty Corp., described by deed recorded in Liber 1095 of Deeds at page 655, in part,

South 78°58'24" West for 354.48 feet to the east end of a stone wall,
South 79°10'44" West for 188.45 feet to a point in said wall,
South 80°19'58" West for 192.32 feet to the west end of said wall,
South 82°03'40" West for 199.36 feet to a Central Hudson Gas & Electric marker,
South 81°09'10" West for 562.89 feet partly along a stone wall to the west end of said wall,
South 84°59'48" West for 73.03 feet to the east end of a stone wall,
South 83°31'00" West for 102.62 feet to a point in said wall,
South 78°48'22" West for 190.80 feet partly along said wall and the range thereof to the east end of a stone wall,
South 86°21'41" West for 42.39 feet to a point in said wall,
South 79°03'13" West for 157.18 feet to a point in said wall,
South 73°39'15" West for 53.90 feet to a corner of said wall,
North 70°51'11" West for 53.31 feet to a stone wall corner,
North 79°59'54" West for 363.88 feet to a point in said wall, and
North 78°49'00" West for 100.14 feet to a stone wall corner;

Thence along lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2016-2225,

North 79°52'45" West for 85.47 feet to a point in said wall,
North 78°18'00" West for 741.44 feet to a point in said wall,
North 76°52'24" West for 86.33 feet to a point in said wall,
North 78°51'07" West for 504.24 feet to a wall corner,
North 79°17'22" West for 108.21 feet to a point in said wall,
North 77°27'50" West for 155.95 feet to a point in said wall,
North 79°19'38" West for 159.02 feet, and
North 78°21'20" West for 328.98 feet to a point at or near the west end of said wall;

Thence along lands now or formerly of Con Edison Company of New York, described by deed recorded in Liber 517 of Deeds at page 396,

North 0°57'08" East for 2681.43 feet to a point in a stone wall;

Thence along lands now or formerly of Bilmar Nurseries, Inc., described by deed recorded in Liber 1922 of Deeds at page 58,

North 76°24'08" East for 103.31 feet to an iron rod found in said wall;

Thence along lands now or formerly of Reilly, described by deed recorded in Document No. 2-2022-2123,

North 77°30'39" East for 61.42 feet to a point in said wall,
North 75°28'49" East for 160.58 feet to a point in said wall,
North 80°15'11" East for 96.63 feet to a point in said wall, and

North 77°15'24" East for 100.23 feet to a point in said wall;
Thence along lands now or formerly of Castillo, described by deed recorded Document No. 2-2023-52566,
North 79°05'29" East for 167.72 feet to a point in said wall;
Thence along lands now or formerly of Sonnenberg, described by deed recorded in Document No. 2-2024-1268,
North 67°58'24" East for 65.15 feet to a point in said wall,
North 77°58'56" East for 41.90 feet to a point in said wall,
North 72°23'23" East for 23.99 feet to a point in said wall, and
North 58°47'56" East for 48.53 feet to a stone wall corner;
Thence along lands now or formerly of NG, described by deed recorded in Document No. 2-2014-6211, in part, lands now or formerly of Graham, described by deed recorded in Document No. 2-2002-3524, in part, and lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2024-3366,
South 34°10'39" East for 26.92 feet to a point in said wall,
South 30°04'41" East for 228.61 feet to the south end of said wall,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet to the north end of a stone wall
South 13°17'07" East for 41.43 feet to a point in said wall,
South 28°38'20" East for 20.87 feet to a point in said wall,
South 16°39'41" East for 51.41 feet to the south end of said wall,
South 24°39'03" East for 43.52 feet to the north end of a stone wall,
South 21°58'09" East for 111.13 feet to a point in said wall,
South 18°09'39" East for 54.63 feet to a point in said wall,
South 24°38'35" East for 42.76 feet to a point in said wall, and leaving said wall,
North 41°03'30" East for 1380.67 feet to an iron rod set;
Thence along the westerly line of Rombout Road,
South 27°46'38" East for 90.03 feet,
South 24°52'38" East for 324.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet;
Thence along lands now or formerly of Garrison, described by deed recorded in Document No. 2-2022-5193,
South 8°39'02" West for 1421.95 feet to an iron rod set,
South 47°44'35" East for 304.00 feet to an iron rod found, and
North 83°58'15" East for 205.00 feet to an iron rod found;
Thence along lands now or formerly of Zwinscher, described by deed recorded in Liber 1807 of Deeds at page 508
North 83°58'15" East for 470.02 feet;
Thence along lands now or formerly of Leight & Percival, described by deed recorded in Liber 1663 of Deeds at page 668, in part, lands now or formerly of Getzman & Estevez, described by deed

recorded in Document No. 2-2020-52201, in part, and lands now or formerly of Lucas & Toni, described by deed recorded in Liber 1585 of Deeds at page 689, in part,

South 26°46'26" East for 688.00 feet to an iron rod found, and

North 77°04'44" East for 668.63 feet;

Thence along the westerly line of the earlier mentioned Freedom Road,

South 22°03'06" East for 5.00 feet,

South 34°23'06" East for 103.60 feet,

South 40°07'26" East for 118.33 feet to the base of a broken-off metal fence post, and

South 40°07'26" East for 452.46 feet to the point or place of beginning;

Containing 201.287 acres.

Resource Protection Area 1

Beginning at the southeast corner of the herein described Resource Protection Area 1 located at New York State Plane East Zone Coordinates of 1,045,375.17 feet North, by 675,368.42 feet East;

Thence around said Area,

North 78°18'00" West for 128.92 feet,

North 76°52'24" West for 86.33 feet,

North 78°51'07" West for 504.24 feet,

North 7°02'42" East for 685.46 feet,

North 8°16'16" West for 691.05 feet,

South 85°18'22" West for 287.19 feet,

North 56°03'36" West for 112.33 feet,

North 0°37'31" West for 214.35 feet,

North 14°49'01" East for 739.22 feet,

North 29°55'25" East for 539.69 feet,

North 24°08'06" West for 195.97 feet,

North 67°58'24" East for 65.15 feet,

North 77°58'56" East for 41.90 feet,

North 72°23'23" East for 23.99 feet,

North 58°47'56" East for 48.53 feet,

South 34°10'39" East for 26.92 feet,

South 30°04'41" East for 228.61 feet,

South 28°34'04" East for 53.93 feet,

South 29°14'31" East for 160.30 feet,

South 38°51'41" East for 64.50 feet,

South 27°46'31" East for 91.57 feet,

South 34°24'11" East for 80.24 feet,

South 26°40'14" East for 168.14 feet,

South 13°17'07" East for 41.43 feet,

South 28°38'20" East for 20.87 feet,

South 16°39'41" East for 51.41 feet,

South 24°39'03" East for 43.52 feet,

South 21°58'09" East for 111.13 feet,

South 18°09'39" East for 54.63 feet,
South 24°38'35" East for 42.76 feet,
South 2°14'13" East for 781.33 feet,
South 1°37'17" West for 525.58 feet,
South 38°51'19" East for 218.70 feet, and
South 14°41'10" West for 635.77 feet to the point or place of beginning;
Containing 53.156 acres.

Resource Protection Area 2

Beginning at the northeast corner of the herein described Resource Protection Area 2 located at New York State Plane East Zone Coordinates of 1,048,018.74 feet North, by 676,573.54 feet East;
Thence around said Area,
South 8°39'02" West for 1421.95 feet,
South 47°44'35" East for 304.00 feet,
South 2°27'07" West for 499.22 feet,
South 37°16'54" West for 125.13 feet,
North 25°35'40" West for 145.75 feet,
North 2°38'02" East for 420.18 feet,
North 22°41'14" West for 270.90 feet,
North 6°16'14" East for 136.98 feet,
North 12°32'25" West for 306.22 feet,
North 4°38'31" West for 441.92 feet,
North 22°22'12" West for 455.44 feet,
North 33°33'57" East for 519.49 feet,
South 24°52'38" East for 228.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet to the point or place of beginning;
Containing 10.722 acres.

Farmstead Area

Beginning at the southwest corner of the herein described Farmstead Area located at New York State Plane East Zone Coordinates of 1,045,299.58 feet North, by 677,236.61 feet East;
Thence around said Area,
North 2°57'03" West for 408.21 feet,
North 60°20'23" East for 308.03 feet,
South 26°49'53" East for 178.35 feet,
North 75°20'34" East for 468.56 feet,
North 7°08'20" East for 102.02 feet,
North 77°04'44" East for 141.40 feet,
South 16°49'01" East for 132.80 feet,
South 15°24'58" West for 106.11 feet,

South 12°24'55" East for 269.48 feet,
South 80°54'53" West for 1011.81 feet to the point or place of beginning;
Containing 9.500 acres.

EXHIBIT B
Conservation Easement Map

EXHIBIT C
Survey Map

Grant Agreement

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of ____, 2025, by and between **STANLEY J. DOMIN AND JAY S. DOMIN** (the "Owners") having a mailing address of 55 Mountain Road and 37 Mountain Road, Pleasant Valley, New York, 12569, respectively; 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.

W I T N E S S E T H :

WHEREAS, the Owners are the sole owners in fee simple of real property, currently operating as Domin Farm, which consists of approximately 201.287 acres described in the deed attached hereto as "Exhibit A" and desire 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 Freedom and Rombout Roads, in the Town of LaGrange, Dutchess County, New York (Tax Grid Numbers 6362-04-671168, 6362-04-844138, 6462-03-030054, and 6462-03-047082); and

WHEREAS, the Conservancy wishes to purchase such conservation easement, provided that funds therefor are available through the United States Department of Agriculture Natural Resources Conservation Service Agricultural Conservation Easement Program-Agricultural Land Easements ("USDA") authorized by Parcel Contract 542C3124161, and that needed matching funds are available through the Dutchess County Partnership for Manageable Growth Grant Program authorized by the County pursuant to Resolutions _____ and _____. Additional funds have been provided by The Wetland Trust.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owners agree to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owners, one conservation easement (the "Conservation Easement") on the subject Property, currently operating as Domin 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 eight hundred five thousand, one hundred forty-eight dollars ($805,148), or approximately $4,000 per

acre. The purchase price for the Conservation Easement for these development rights shall be eight hundred five thousand, one hundred forty-eight dollars ($805,148). 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 twenty-four thousand, five dollars ($424,005) to the purchase price of the Conservation Easement, using funds from the County. The remaining portion of the purchase price shall be provided by the Conservancy using funds provided by the USDA, and all transaction expenses including the survey, appraisal, title insurance, closing and administrative costs will be paid by the Conservancy using funds from The Wetland Trust. 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 Owners will be responsible for all of their 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, "Survey Map of Conservation Easement on the Domin Property" dated December 20, 2024 and last revised July 22, 2025, as 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 Owners, United States of America, 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 Al DeKrey, dated March 27, 2025, valued the Conservation Easement at eight hundred five thousand, one hundred forty-eight dollars ($805,148), or approximately $4,000 per acre. This valuation was based on the surveyed acreage of 201.287 acres.

6. **CLOSING**. Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about November 24, 2025, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the USDA, Dutchess County Partnership for Manageable Growth Grant Program, and The Wetland Trust, 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 USDA, 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 USDA grant, Parcel Contract No. 542C3124161 (grant of $381,143 to be used toward the purchase price); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed $424,005 to be used toward the purchase price), and funds from The Wetland Trust be used toward the transaction costs).

(c) Conveyance of title satisfactory to the USDA, 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 USDA, 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 USDA, 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 Owners 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 June 30, 2026, the Owners 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 Owners represent that (a) they have, 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 Owners are 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 Owners by any governmental agency, notifying the Owners 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 Owners have 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 Owners have 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 Owners, 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 Owners shall immediately so advise the County and Conservancy in writing,

except insofar as the Owners have 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:

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

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino, County Executive

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 his 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.

LANDOWNERS

_____

By: Stanley J. Domin

_____

By: Jay S. Domin

DUTCHESS LAND CONSERVANCY, INC.

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 **Stanley J. Domin**, 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.

_____
Notary Public

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

On this day of , 2025, before me, the undersigned, personally appeared **Jay S. Domin**, 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.

_____
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 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: Stanley J. Domin and Jay S. Domin

Buyer of Conservation Easement: Dutchess Land Conservancy, Inc.
Property Name: Domin Farm
Cons. Easement Acreage: 201.287
Location: Freedom Rd. and Rombout Rd.
Town of LaGrange, Dutchess County, New York

Parties to the Transaction	Total Contribution			
	Partner Totals	Paid Prior to Closing	Due at Closing	Dues After Closing
Dutchess County ("County")	$424,005		$424,005	
DLC via NRCS Funds	$381,143		$381,143	
DLC via The Wetland Trust Funds	$58,900.00	$18,350	$3,500	$37,050

Value of Development Rights: $805,148
Transaction Expenses: $58,900.00
Total Project Budget: $864,048

		Payment Timeline			
Expenses	Responsible Party	Amount ($)	Prior to Closing	At Closing	After Closing
Conservation Easement Acquisition Expenses					
Purchase Price	County	$424,005		X	
Purchase Price	DLC	$381,143		X	
Total Purchase of Dev. Rights:		**$805,148**			
Due Diligence/Transactional Expenses					
Title Insurance and Recording Fees	DLC	$3,500		X	
Survey and Filing Fees	DLC	$13,350	X		
Final Appraisal	DLC	$5,000	X		
DLC Easement Defense Insurance	DLC	$50			X
DLC Legal Fees	DLC	$5,000			X
Total Due Diligence/Transaction:		**$26,900.00**			
Stewardship Expenses					
Baseline Documentation Report	DLC	$3,500			X
Stewardship Fee	DLC	$10,000			X
Total for Stewardship:		**$13,500**			
DLC Staff Expenses					
DLC Staff costs	DLC	$18,500			X

TOTAL PROJECT BUDGET: **$864,048.00**

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 201.287 acres of property owned by **Stanley J. Domin and Jay S. Domin**, operating as Domin Farm, located on Freedom and Rombout Roads, in the Town of LaGrange, Dutchess County, New York (the "Property"), and

WHEREAS, the Conservancy has secured funds for this acquisition through the United States Department of Agriculture Natural Resources Conservation Service and The Wetland Trust, 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 201.287 acres owned by Stanley J. Domin and Jay S. Domin on the Property (Dutchess County Tax Map Numbers 6362-04-671168, 6362-04-844138, 6462-03-030054, and 6462-03-047082) 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:

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

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino, County Executive

APPROVED AS TO CONTENT:

_____
Eoin Wrafter
Commissioner of Planning & Development

ACCEPTED: Dutchess Land Conservancy, Inc

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
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
517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

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

APPLICANT

Title Number M-087042-A

Emily Kelderhouse
Dutchess Land Conservancy

Phone: 845-677-3002
Fax:
Email: emilyk@dutchessland.org

Reference: Dutchess Land Conservancy from Domin, a/k/a Jay S. Domin, etal.

REPORTS HAVE BEEN SENT TO

PROPERTY INFORMATION

Rombout Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6362 Block 04 Lot 671168

234 Rombout Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6362 Block 04 Lot 844138

253 Freedom Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6462 Block 03 Lot 030054

245 Freedom Road, La Grange, NY
County: Dutchess Town: La Grange
Tax ID Sec. 6462 Block 03 Lot 047028

PARTIES

Owner(s): Jay Stanley Domin, a/k/a Jay S. Domin and Stanley John Domin, a/k/a Stanley J. Domin
Buyer(s): Dutchess Land Conservancy

SERVICES

TITLE POLICIES

Owners Policy: $805,148.00 Easement Fee Premium: $3,016.00

Underwriter: Stewart Title Guaranty Company

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
517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

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

TITLE CLOSING INVOICE

Title No.: M-087042-A
Client: Emily Kelderhouse
Applicant: Dutchess Land Conservancy
Closing Date:
Reference: Dutchess Land Conservancy from Domin, a/k/a Jay S. Domin, etal.
Premises: Rombout Road, La Grange, NY (And Others) Sec. 6362 Block 04 Lot 671168; Sec. 6362 Block 04 Lot 844138; Sec. 6462 Block 03 Lot 030054; Sec. 6462 Block 03 Lot 047028
Owners: Jay Stanley Domin, a/k/a Jay S. Domin and Stanley John Domin, a/k/a Stanley J. Domin
Buyers: Dutchess Land Conservancy

CHARGE DESCRIPTION	BUYER(S)	SELLER(S)	LENDER(S)	TITLE POLICIES AND INFORMATION
COMPANY CHARGES				• Easement Policy for $805,148.00 (Premium $3,016.00)
Policy Premiums				• Underwriter Compensation $422.24, Title Agent Compensation $2,593.76
Owners Policy Premium	$3,016.00			• Property Type is Farm Property
Endorsements				• Underwriter: Stewart Title Guaranty Company
Other Charges				• + items are subject to NYS Sales Tax
TOTAL COMPANY CHARGES:	$3,016.00	$0.00	$0.00	
ESCROW AND PASS THROUGH CHARGES				
Recording Taxes				
Transfer Tax New York State (TP584)		$3,222.00		
Recording Fees				
TP-584 Filing Fee		$5.00		
Escrows				
TOTAL ESCROW AND PASS THROUGH CHARGES:	$0.00	$3,227.00	$0.00	
TOTAL TO SMPR	**$3,016.00**	**$3,227.00**		**GRAND TOTAL: $6,243.00**

DISCLOSURE INFORMATION

NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney. In accordance with New York State Department of Financial Services 11 NYCRR228 (Insurance Regulation 208) we are required to notify you that: SMPR Title Agency employees or representatives of SMPR are not allowed to accept any tips or gratuities. We have also been required to change some of the fees listed on our website. Thank you for your understanding and for your continued support.

(Continued on next page).

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
517 Broadway, Suite 204
Saratoga Springs, NY 12866
Ph 518-885-8700 / Fax 518-884-2564

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

For Company Use Only:

CHECK FROM/TO	CHECK NO.	COMPANY PAYMENT	DIRECT PAYMENT
	TOTAL:		

OWNER/SELLER/SURVEY AFFIDAVIT

Insurer: Stewart Title Guaranty Company by
SMPR Title Agency, Inc., Agent
Order Number: M-087042-A
Owner(s): Jay Stanley Domin, a/k/a Jay S. Domin and Stanley John Domin, a/k/a Stanley J. Domin
Purchaser(s): Dutchess Land Conservancy
Lender:
Property: Rombout Road, Town of La Grange, County of Dutchess, NY

STATE OF NEW YORK)
COUNTY OF)ss.:

The undersigned Owner(s), being duly sworn depose(s) and say(s):

1) I/We am/are the Owner(s) of the Property and as such am/are fully familiar with the facts and circumstances set forth herein.; that I/We have owned and occupied the premises for _____ years; that my/our possession of the Property has been peaceable and undisturbed and title has never been disputed, questioned or rejected, as far as I/we know; that I/We know no facts by reason of which my/our possession or title might be questioned, or by reason of which any claim to any part of the Property or any interest therein adverse to me/us might be made.

2) I/We have been known by no other name within the last ten years, except _____.

3) I/We know of no unsatisfied judgment, lien, federal tax or encumbrance on the Property or against me/us. I/We am/are not currently in bankruptcy. All association dues, real estate taxes, water and sewer rents and/or charges against the Property are paid to date.

4) (If applicable) My/Our attention has been called to certain judgments, warrants, tax liens and/or bankruptcies against persons with names similar to mine/ours. I/We are not the debtors named therein. I/We have never resided or conducted business at any of the addresses shown for debtors.

5) The Property is being used solely for residential purposes. 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 lease for terms not in excess of _____ months without rights to renew. No lease contains an option to purchase the Property.

6) I/We am/are fully familiar with the buildings and improvements on the Property and on all adjacent properties am/are able to state that no portion of the buildings, improvements, structures or any additions, fences, pool, deck or driveway project over or beyond the boundary lines of the Property or onto the Property from an adjacent property and that I/we know of no violation of the restrictions of record by the buildings and improvements. There have been no buildings or exterior improvements constructed on the Property within the last two years, except _____

7) (If applicable) A survey dated _____ made by _____ shows the premises as they exist today, except _____.

8) If the Insurer is forwarding payment to the holder of any existing mortgage in satisfaction thereof, I/we agree to pay any additional sums which may be required by such holder to obtain a discharge of mortgage. I/We appoint the Insurer my/our agent for the purpose of taking any actions necessary to obtain such discharge.

9) If this is a sale, I/we am/are not taking back a purchase money mortgage as part of the sale price.

10) I/We are/are not a party in any matrimonial action brought to obtain a separation, a divorce, an annulment, a declaration of the validity, nullity, or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property. (DRL Section 236).

11) The Home Equity Theft Prevention Act Compliance: (STRIKE OUT STATEMENTS THAT DON'T APPLY) That (a) I/we am/are not in default of any mortgage payments affecting the Property; (b) that I/we will not reside in the Property after I/we transfer title to the Purchaser(s); (c) that no person other than the Purchaser(s) have a right to acquire an interest in the Property; (d) that Purchaser(s) has/have not told me/us that I/we have the right to buy back the Property, or in any manner or under any circumstances will I/we be able to move back into the Property at a future date; (e) that I/we am/are not the spouse of the Purchaser, or the Purchaser's parent, grandparent, child, grandchild or the sibling of such a person or such person's spouse; and (f) that the Purchaser(s) has/have not told me/us that Purchaser(s) are assisting me to retain ownership in the Property or to reacquire the Property in the future.

12) This affidavit is made to induce Stewart Title Guaranty Company by **SMPR Title Agency, Inc.**, it's agent to issue policy(ies) of title insurance covering the Property knowing they are relying on the statements made herein.

_____ _____
Owner(s) Owner(s)

Sworn to before me this _____
day of _____, 20____

_____
Notary Public

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

CERTIFICATE FOR TITLE INSURANCE

Stewart Title Guaranty 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 Guaranty 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 Guaranty Company
By: SMPR Title Agency, Inc.

By: _____
Its Authorized Officer or Agent

Direct questions to: Donna S. Redgrave

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

SCHEDULE A

1. Effective Date: 6/4/2025
   Redated:

2. Policy or Policies to be issued:

   (a) ALTA Owners Policy 2021 with Standard New York Endorsement
   Proposed Insured: **Dutchess Land Conservancy** **$805,148.00**

   (b) ALTA Loan Policy 2021 with Standard New York Endorsement
   Proposed Insured:

   (c) ALTA Loan Policy 2021 with Standard New York Endorsement
   Proposed Insured:

The following endorsements are a part of this policy:
TIRSA Standard New York Endorsement - Owners Policy

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: **Jay Stanley Domin and Stanley John Domin, a/k/a Jay S. Domin and Stanley J. Domin**

Jay Stanley Domin and Stanley John Domin acquired title from Joseph C. Domin and Jacob S. Domin by deed dated December 27, 1980 and recorded in the Dutchess County Clerk's Office on December 31, 1980 in Book 1550 page 30; Jay S. Domin and Stanley J. Domin acquired title from Stamp Enterprises, Inc. by deed dated February 19, 1982 and recorded in the Dutchess County Clerk's Office on February 19, 1982 in Book 1574 page 486.

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

"SEE SCHEDULE A DESCRIPTION ATTACHED"

For Information Only:
Address: Rombout Road, La Grange, NY;
234 Rombout Road, La Grange, NY;
253 Freedom Road, La Grange, NY;
245 Freedom Road, La Grange, NY
Section 6362 Block 04 Lot 671168
Section 6362 Block 04 Lot 844138
Section 6462 Block 03 Lot 030054
Section 6462 Block 03 Lot 047028

TITLE CERTIFICATION

SCHEDULE A DESCRIPTION

Domin Property
Conservation Easement

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of LaGrange, County of Dutchess and State of New York, being bounded and described as follows:

Beginning at the southeasterly corner of the herein described Conservation Easement at a point in the southwesterly line of Freedom Road (County Road 47) located at New York State Plane East Zone Coordinates of 1,045,488.12 feet North, by 678,645.81 feet East;

Thence along lands now or formerly of Rutkowski, described by deed recorded in Document No. 2-2010-5911, in part, and lands now or formerly of Ipoll Realty Corp., described by deed recorded in Liber 1095 of Deeds at page 655, in part,

South 78°58'24" West for 354.48 feet to the east end of a stone wall,
South 79°10'44" West for 188.45 feet to a point in said wall,
South 80°19'58" West for 192.32 feet to the west end of said wall,
South 82°03'40" West for 199.36 feet to a Central Hudson Gas & Electric marker,
South 81°09'10" West for 562.89 feet partly along a stone wall to the west end of said wall,
South 84°59'48" West for 73.03 feet to the east end of a stone wall,
South 83°31'00" West for 102.62 feet to a point in said wall,
South 78°48'22" West for 190.80 feet partly along said wall and the range thereof to the east end of a stone wall,
South 86°21'41" West for 42.39 feet to a point in said wall,
South 79°03'13" West for 157.18 feet to a point in said wall,
South 73°39'15" West for 53.90 feet to a corner of said wall,
North 70°51'11" West for 53.31 feet to a stone wall corner,
North 79°59'54" West for 363.88 feet to a point in said wall, and
North 78°49'00" West for 100.14 feet to a stone wall corner;

Thence along lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2016-2225,

North 79°52'45" West for 85.47 feet to a point in said wall,
North 78°18'00" West for 741.44 feet to a point in said wall,
North 76°52'24" West for 86.33 feet to a point in said wall,
North 78°51'07" West for 504.24 feet to a wall corner,
North 79°17'22" West for 108.21 feet to a point in said wall,
North 77°27'50" West for 155.95 feet to a point in said wall,
North 79°19'38" West for 159.02 feet, and
North 78°21'20" West for 328.98 feet to a point at or near the west end of said wall;

Thence along lands now or formerly of Con Edison Company of New York, described by deed recorded in Liber 517 of Deeds at page 396,

North 0°57'08" East for 2681.43 feet to a point in a stone wall;

Thence along lands now or formerly of Bilmar Nurseries, Inc., described by deed recorded in Liber 1922

LEGAL DESCRIPTION

of Deeds at page 58,
North 76°24'08" East for 103.31 feet to an iron rod found in said wall;
Thence along lands now or formerly of Reilly, described by deed recorded in Document No. 2-2022-2123,
North 77°30'39" East for 61.42 feet to a point in said wall,
North 75°28'49" East for 160.58 feet to a point in said wall,
North 80°15'11" East for 96.63 feet to a point in said wall, and
North 77°15'24" East for 100.23 feet to a point in said wall;
Thence along lands now or formerly of Castillo, described by deed recorded Document No. 2-2023-52566,
North 79°05'29" East for 167.72 feet to a point in said wall;
Thence along lands now or formerly of Sonnenberg, described by deed recorded in Document No. 2-2024-1268,
North 67°58'24" East for 65.15 feet to a point in said wall,
North 77°58'56" East for 41.90 feet to a point in said wall,
North 72°23'23" East for 23.99 feet to a point in said wall, and
North 58°47'56" East for 48.53 feet to a stone wall corner;
Thence along lands now or formerly of NG, described by deed recorded in Document No. 2-2014-6211, in part, lands now or formerly of Graham, described by deed recorded in Document No. 2-2002-3524, in part, and lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2024-3366,
South 34°10'39" East for 26.92 feet to a point in said wall,
South 30°04'41" East for 228.61 feet to the south end of said wall,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet to the north end of a stone wall
South 13°17'07" East for 41.43 feet to a point in said wall,
South 28°38'20" East for 20.87 feet to a point in said wall,
South 16°39'41" East for 51.41 feet to the south end of said wall,
South 24°39'03" East for 43.52 feet to the north end of a stone wall,
South 21°58'09" East for 111.13 feet to a point in said wall,
South 18°09'39" East for 54.63 feet to a point in said wall,
South 24°38'35" East for 42.76 feet to a point in said wall, and leaving said wall,
North 41°03'30" East for 1380.67 feet to an iron rod set;
Thence along the westerly line of Rombout Road,
South 27°46'38" East for 90.03 feet,
South 24°52'38" East for 324.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet;
Thence along lands now or formerly of Garrison, described by deed recorded in Document No. 2-2022-

LEGAL DESCRIPTION

5193,
South 8°39'02" West for 1421.95 feet to an iron rod set,
South 47°44'35" East for 304.00 feet to an iron rod found, and
North 83°58'15" East for 205.00 feet to an iron rod found;
Thence along lands now or formerly of Zwinscher, described by deed recorded in Liber 1807 of Deeds at page 508
North 83°58'15" East for 470.02 feet;
Thence along lands now or formerly of Leight & Percival, described by deed recorded in Liber 1663 of Deeds at page 668, in part, lands now or formerly of Getzman & Estevez, described by deed recorded in Document No. 2-2020-52201, in part, and lands now or formerly of Lucas & Toni, described by deed recorded in Liber 1585 of Deeds at page 689, in part,
South 26°46'26" East for 688.00 feet to an iron rod found, and
North 77°04'44" East for 668.63 feet;
Thence along the westerly line of the earlier mentioned Freedom Road,
South 22°03'06" East for 5.00 feet,
South 34°23'06" East for 103.60 feet,
South 40°07'26" East for 118.33 feet to the base of a broken-off metal fence post, and
South 40°07'26" East for 452.46 feet to the point or place of beginning;

LEGAL DESCRIPTION

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

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 – <u>APPLIES TO RESIDENTIAL OWNERS POLICY ONLY</u>
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

SCHEDULE B REQUIREMENTS

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

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. Searches for Judgments, State Tax Warrants 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: Jay Stanley Domin, a/k/a Jay S. Domin
   Stanley John Domin, a/k/a Stanley J. Domin

   Returns: NONE

3. The 2025/2026 School Tax becomes a lien on July 1st. Bills not yet available from the taxing authority until September. For closings on or after July 1st, the school tax will be excepted as a lien not yet due and payable.

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

SCH B § 1 ITEMS TO BE DISPOSED OF

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

SCHEDULE B – SECTION 2
EXCEPTIONS FROM COVERAGE:

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

Fee P Loan P

1. Rights of tenants or persons in possession, if any.

2. **OMIT 6/25/2025 DR** Subject to any state of facts that an accurate survey would show.

3. **OMIT 6/25/2025 DR** Exact location, courses and distances of the premises described in Schedule "A" cannot be guaranteed without an accurate survey.

4. Rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises herein and streets adjacent thereto.

5. No title is insured to any land lying in the bed of any street, avenue, road or highway abutting, adjoining, passing through or crossing the premises herein.

6. Covenants and Restrictions – Book 1574 page 486.

7. Any state of facts shown on filed map #6319 and filed map #5833.

8. **REVISED 1/5/2024 DR**
Rights and easements conveyed and reserved in Book 517 page 396.

9. Rights and easements conveyed and reserved in Book 1236 page 122.

10. **ADDED 6/25/2025 DR**
Easement to Central Hudson Gas & Electric Corp. in Book 670 page 630.

11. **ADDED 6/25/2025 DR**
Easement to Central Hudson Gas & Electric Corp. in Book 1001 page 158.

12. **REVISED 8/4/2025 DR** Survey dated December 20, 2024, revised July 22, 2025 made by Kirk Horton, LS (Job No. *) shows the following exceptions to coverage:

    (a) Central Hudson Gas & Electric Easement per Book 670 page 630 runs through the premises.

SCHEDULE B – SECTION 2
EXCEPTIONS FROM COVERAGE:

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

Fee P Loan P

(b) Stream runs through premises. Riparian rights and easements of others are excepted.

END

Stewart Title Guaranty Company

Issued by

SMPR TITLE AGENCY, INC.

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

NONE OF RECORD

MORTGAGE SCHEDULE

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

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

ASSESSED VALUATION: Land $511,058
Total $511,058

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $465,872 (C/T/S)^

ASSESSED TO: Jay Stanley Domin and John Domin

ASSESSED AS: Rombout Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 118.40 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6362 Block: 04 Lot: 671168-0000

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.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $524.62 (includes Exemption Savings) **PAID 1/31/2023**
^Above Property Tax is based on Exemption AG IN DIST of $465,872.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $1,151.80 (includes Exemption Savings) **PAID 10/7/2024**
*School 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 & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay Stanley
Stanley John
37 Mountain Rd
Pleasant Valley, NY 12569

Location: Rombout Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	465,872

Tax Map # 6362-04-671168-0000
Tax Bill # 001372
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 118.4
Frontage:
Depth:
Liber: 1550
Page: 0030

Full Value:	719,800
Assessment:	511,058
STAR Savings:	0.00
Tax Amount:	**1,151.80**
Tax Paid:	1,151.80
Balance:	**0.00**

☑ Hide Bill and Payment Details ↑

Tax Description	Tax Levy	Taxable Value	Rate * 1000	Tax Amount
School Taxes (Homestead)	156,003,350	45,186	25.490274	1,151.80

Pmt Date	Payer	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	1,151.80	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

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Information Disclaimer

Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

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If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay Stanley
Stanley John
37 Mountain Rd
Pleasant Valley, NY 12569

Location: Rombout Rd
SWIS: 133400 La Grange

Tax Map # 6362-04-671168-0000
Tax Bill # 001560
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 118.4
Frontage:
Depth:
Liber: 1550
Page: 0030

Code	Description	Exemption
41720	AG DIST CN	465,872

Full Value:	719,800
Assessment:	511,058
STAR Savings:	0.00
Tax Amount:	**524.62**
Tax Paid:	524.62
Balance:	**0.00**

☒ Hide Bill and Payment Details

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
County Tax	102,108,559	45,186	3.055116	138.05
Town Tax	6,644,477	45,186	3.356141	151.65
La Grange Fire	10,447,512	45,186	5.199017	234.92

Pay Date	Payor	Check #	Tax Paid	Fees Paid
01/31/25	STANLEY DOMIN	1476	524.62	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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Information Disclaimer

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

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

ASSESSED VALUATION: Land $406,500
Total $406,500

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $379,376 (C/T/S)^

ASSESSED TO: Jay S Domin and Stanley J Domin

ASSESSED AS: 234 Rombout Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 72.10 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6362 Block: 04 Lot: 844138-0000

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.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $314.92 (includes Exemption Savings) **PAID 1/31/2025**
^Above Property Tax is based on Exemption AG IN DIST of $379,376.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $691.40 (includes Exemption Savings) **PAID 10/7/2024**
*School 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 & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 234 Rombout Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	379,376

Tax Map # 6362-04-844138-0000
Tax Bill # 001364
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 72.1
Frontage:
Depth:
Liber: 1574
Page: 0486

Full Value:	572,500
Assessment:	406,500
STAR Savings:	0.00
Tax Amount:	**691.40**
Tax Paid:	691.40
Balance:	**0.00**

☑ Hide Bill and Payment Details ↑

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes (Homestead)	156,003,350	27,124	25.490274	691.40

Post Date	Payor	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	691.40	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

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Information Disclaimer

Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

You can view or hide tax bill detail and any payments by clicking the bar near the bottom of the page.

If the property appears in other tax years, you can quickly view the tax history for the property. Just select a tax year from the drop-down list at the top of the page.

To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 234 Rombout Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	379,376

Tax Map # 6362-04-844138-0000
Tax Bill # 001552
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 72.1
Frontage:
Depth:
Liber: 1574
Page: 0486

Full Value:	572,500
Assessment:	406,500
STAR Savings:	0.00
Tax Amount:	**314.92**
Tax Paid:	314.92
Balance:	**0.00**

Hide Bill and Payment Details

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
County Tax	102,108,559	27,124	3.055116	82.87
Town Tax	6,644,477	27,124	3.356141	91.03
La Grange Fire	10,447,512	27,124	5.199017	141.02

Post Date	Payer	Check #	Tax Paid	Penalty Paid
01/31/25	STANLEY DOMIN	1476	314.92	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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

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

ASSESSED VALUATION: Land $40,100
Total $40,100

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $38,463 (C/T/S)^

ASSESSED TO: Jay S Domin and Stanley J Domin

ASSESSED AS: 253 Freedom Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 5.01 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6462 Block: 03 Lot: 030054-0000

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.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $19.00 (includes Exemption Savings of) **PAID 1/31/2025**
^Above Property Tax is based on Exemption AG IN DIST of $38,463.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $41.73 (includes Exemption) **PAID 10/7/2024**
*School 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 & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

Property and summary tax balance information for the selected parcel is shown to the right. Exemptions are displayed as well if they exist for the property.

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 253 Freedom Rd
SWIS: 133400 La Grange

Code	Description	Exemption
41720	AG DIST CN	38,463

Tax Map # 6462-03-030054-0000
Tax Bill # 001366
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Full Value:	56,500
Assessment:	40,100
STAR Savings:	0.00
Tax Amount:	**41.73**
Tax Paid:	41.73
Balance:	**0.00**

Hide Bill and Payment Details...

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes (Homestead)	156,003,350	1,637	25.490274	41.73

Pmt Date	Payer	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	41.73	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification

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Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

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Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Tax Map # 6462-03-030054-0000
Tax Bill # 001554
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Location: 253 Freedom Rd
SWIS: 133400 La Grange

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Code	Description	Exemption
41720	AG DIST CN	38,463

Full Value:	56,500
Assessment:	40,100
STAR Savings:	0.00
Tax Amount:	**19.00**
Tax Paid:	19.00
Balance:	**0.00**

☒ Hide Bill and Payment Details ↑

Tax Description	Tax Levy	Taxable Value	Rate * 1000	Tax Amount
County Tax	102,108,559	1,637	3.055116	5.00
Town Tax	6,644,477	1,637	3.356141	5.49
La Grange Fire	10,447,512	1,637	5.199017	8.51

Pay Date	Payor	Check #	Tax Paid	Fees Paid
01/31/25	STANLEY DOMIN	1476	19.00	

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Late Fee Schedule | Tax Certification | Request Certification

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

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

ASSESSED VALUATION: Land $60,060
Total $60,060

SCHOOL DISTRICT: Arlington CSD

EXEMPTION: AG IN DIST **CODE**: 41720 **AMOUNT:** $58,423 (C/T/S)^

ASSESSED TO: Jay S Domin and Stanley J Domin

ASSESSED AS: 245 Freedom Rd

PROPERTY CODE & TYPE: 105 – Vacant Farmland

ACRES OR DIMENSIONS: 5.01 Acres

COUNTY OF: Dutchess **MUNICIPALITY:** Town of La Grange

SWIS CODE: 133400

SBL OR GRID NO.: Section: 6462 Block: 03 Lot: 047028-0000

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.)

2025 Town and County Tax (Period 1/1-12/31, Due 1/1)
Full Tax $19.00 (includes Exemption Savings) **PAID 1/31/2025**
^Above Property Tax is based on Exemption AG IN DIST of $58,423.
*Property Tax Bill Attached.

2024/2025 School Tax (Period 7/1-6/30, Due 9/1)
Full Tax $41.73 (includes Exemption Savings) **PAID 10/7/2024**
*School Tax Bill Attached.

TAX SEARCH

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TAX & OTHER SEARCHES

Info-Tax Online

TOWN OF LaGRANGE - Arlington
Dutchess County
PAY TO: Joedy Kievit, Rec. of Taxes, 120 Stringham Road, Lagrangeville, NY 12540 845-452-1830 Ext. 101

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To request a signed Tax Certification, click the "Request Signed Certificate" button at the bottom of the page.

Re-select from your matching property list

For Tax Year: 2024 School Tax ▾ Last Updated: 05/08/25 03:59 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Tax Map # 6462-03-047028-0000
Tax Bill # 001367
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Location: 245 Freedom Rd
SWIS: 133400 La Grange

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Code	Description	Exemption
41720	AG DIST CN	58,423

Full Value:	84,600
Assessment:	60,060
STAR Savings:	0.00
Tax Amount:	**41.73**
Tax Paid:	41.73
Balance:	**0.00**

☑ (Hide Bill and Payment Details)

Tax Description	Tax Levy	Taxable Value	Rate / 1000	Tax Amount
School Taxes (Homestead)	156,003.350	1,637	25.490274	41.73

Pmt Date	Payor	Check #	Tax Paid	Fees Paid
10/07/24	STANLLEY DOMIN	1408	41.73	

Tax Balance does not include any accrued Late Fees

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Late Fee Schedule | Tax Certification

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Info-Tax Online

TOWN OF LaGRANGE
Dutchess County
PAY TO: Joedy Kievit, Rec. of Tax, 120 Stringham Rd, Lagrangeville, NY 12540 (845) 452-1830 Ext. 101

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Re-select from your matching property list

For Tax Year: 2025 Property Tax Last Updated: 01/03/25 12:22 pm

Owner:
Domin Jay S
Domin Stanley J
37 Mountain Rd
Pleasant Valley, NY 12569

Location: 245 Freedom Rd
SWIS: 133400 La Grange

Tax Map # 6462-03-047028-0000
Tax Bill # 001555
Bank Code:
School Code: 134601
Property Class: 105 Tax Roll: 1

Acreage: 5.01
Frontage:
Depth:
Liber: 1574
Page: 0486

Code	Description	Exemption
41720	AG DIST CN	58,423

Full Value:	84,600
Assessment:	60,060
STAR Savings:	0.00
Tax Amount:	**19.00**
Tax Paid:	19.00
Balance:	**0.00**

☒ Hide Bill and Payment Details

Tax Description	Tax Levy	Taxable Value	Rate (/$1000)	Tax Amount
County Tax	102,108,559	1,637	3.055116	5.00
Town Tax	6,644,477	1,637	3.356141	5.49
La Grange Fire	10,447,512	1,637	5.199017	8.51

Post Date	Payor	Check #	Tax Paid	Fees Paid
01/31/25	STANLEY DOMIN	1476	19.00	

Tax Balance does not include any accrued Late Fees

Payments shown may not include payments made directly to the County

Late Fee Schedule | Tax Certification | Request Certification

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Information Disclaimer

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: *.

Fire Department: NOT AVAILABLE.

TAX & OTHER SEARCHES

TOWN OF LAGRANGE

OFFICE OF THE BUILDING INSPECTOR
120 Stringham Road, LaGrangeville, NY 12540
845-452-1830; Fax 845-452-7692

MUNICIPAL RECORDS SEARCH
MS# 23-267

DATE: **January 5, 2024**

LOCATION: GRID NO.: **08-6362-04-671168** TITLE NO.: **M-087042**
ADDRESS: **ROMBOUT RD**
OWNER: **JAY STANLEY DOMIN AND STANLEY J. DOMIN**

REQUESTED BY: **SMPR TITLE AGENCY**

In response to your request for a municipal records search for the above-mentioned property, listed below are the findings of our search:

CERTIFICATES-

- The above reference property is an unimproved/vacant lot.

A physical inspection has not been conducted by this office. Any improvements that are not listed above are inconsistent with our records and shall be deemed to be in non-compliance. This may constitute a violation upon inspection. New York State Building Codes require that all residences be fitted with smoke alarms and a carbon monoxide detector.

Additionally, be advised that the road or street fronting this property is a town road and maintained by the Town of LaGrange Highway Department. The information provided in this report is valid for 30 days from the date of this document.

Jessica Martinez
Records Clerk

TOWN OF LAGRANGE

120 Stringham Road, LaGrangeville, NY 12540
845 452-1830; Fax 845 452-7692

Date:	January 5, 2024
To:	SMPR Title Agency
Location:	Rombout Rd
Tax Grid Number:	6361-04-671168
F.I.R.M. Map No:	36027C0379E
	Panel No. 379E

Community Number: 361011

The Town of LaGrange Department of Planning, Zoning and Building has reviewed the maps prepared by the Federal Emergency Management Agency as they relate to the parcel described above. Upon completion of that review, it is found that the property:

(X) is located in an A or AE floodplain zone.
( ) A small portion of this property is located in a flood plain A or AE; no structures involved
( ) is not located in an A or AE floodplain zone.

Zone A (no base flood elevations determined) 100-year flood hazard area is defined in the National Flood Insurance Act. This determination is for flood insurance purposes only. The maps used in making this determination do not necessarily show all areas subject to flooding in the community. The fact that a parcel of land is not shown as being within a flood hazard area on National Flood Insurance Program Maps does not mean the parcel will be immune to flooding.

Please verify this report with your lending institution which has the official responsibility for making this determination.

1/5/2024
Date

Jessica Martinez
Records Clerk

A 281

Statutory N.Y.B.T.U. Form 8002
Bargain & sale deed, with covenant against grantor's acts—Individual or corporation

LIBER 1550 PAGE 30

JULIUS BLUMBERG, INC. LAW BLANK PUBLISHERS

0.20

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 27th day of December, nineteen hundred and Eighty

BETWEEN JOSEPH C. DOMIN, of Rombout Road, Town of LaGrange, New York and JACOB S. DOMIN, of Mountain Road, Town of LaGrange, New York,

party of the first part, and

JAY STANLEY DOMIN and STANLEY JOHN DOMIN, of Mountain Road, Town of LaGrange, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

----------TEN AND 00/100 ($10.00)---------- dollars,

lawful money of the United States, actual consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the TOWN OF LAGRANGE, County of Dutchess and State of New York, and more particularly described upon Schedule A attached hereto.

8249

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 31 DAY OF Dec., 1980
AT 11 H 25 M A. M. RECORDED IN
BOOK No. 1550 OF Deeds
AT PAGE 30 AND EXAMINED
William K. Sweeney CLERK

DUTCHESS COUNTY CLERK'S OFFICE RECEIVED Dec 31 11 25 AM '80

RECEIVED
$ 0
REAL ESTATE
DEC 31 1980
TRANSFER TAX
DUTCHESS
T.R. COUNTY

16.00

vpogo Doc #: DEED 1550 30 Printed Page 1 of 1

Schedule A

ALL that tract or parcel of land situate in the Town of LaGrange, which in a deed thereof made by George Wilkinson and wife to Aaron M. Baker, Oct., 9, 1846, and recorded Dutchess County Clerk's Office in liber 83 of Deeds at page 407, is bounded and described thus: All that tract or farm of land situate in the Town of LaGrange, County of Dutchess and by a survey thereof made by Samuel M. Thurston in the year 1827 is bounded as follows: BEGINNING at the southeast corner of said farm on a ledge of rock being the corner between the farms of Gilbert Titus, late Coe Downing, deceased, and Theodorus B. VanWyck, and is at or near the old line between Towns of LaGrange (late Beekman) and Fishkill and runs thence as the magnetic needle then pointed north 22 deg. and 30 min. west 20 chains and 15 links to a stake and stones; thence along a wood lot of John Ruger south 89 deg. 45 min. west 20 ch. and 52 links to the middle of the wall; thence north 20 deg. west 30 links to a white oak tree marked; thence north 17 deg. 45 min. east 10 ch. to a walnut tree marked; thence along line of the late Benjamin Merritt, deceased, and others north 84 deg. west 41 ch. and 44 links to the end of the wall westward of a white oak sapling marked; thence along John Ruger's land south 2 deg. and 45 min. west 3 ch. and 95 links; thence south 13 deg. 45 min. west 6 ch. and 86 links to the wall about 2 ft. southwest of two walnut saplings marked; thence south 67 deg. east 5 ch. and 54 links to a black oak stump; thence south 68 deg. east 14 ch. and 94 links; thence south 73 deg. and 45 min. east 51 ch. and 30 lks. to the place of beginning. Containing 98 acres 3 roods and 9 perches of land.

ALSO ALL that certain lot or parcel of woodland which in a deed thereof from Minard VanKleeck and Eleanor, his wife, to the said William G. Merritt, bearing date the 23rd day of March, 1839, is described as situate in the Town of LaGrange and which the said Minard VanKleeck purchased of John Ruger in the year 1823 and is bounded on the east by the old line between Fishkill and Beekman on the west and on the north and on the south by the land (of the said) William G. Merritt and is estimated to contain 15 acres of land, being the same more or less.

AND ALSO ALL that certain farm of land situate in the Town of LaGrange County of Dutchess and State of New York, which pursuant to a survey thereof made by John S. Brown on March 22, 1854, is bounded and described as follows, to wit: BEGINNING at an angle of the wall in the southwest corner of the premises hereby conveyed and at the line of the farm formerly owned by Minard Van Kleeck; running from thence south 83 deg. east 57 ch. and 85 lks. to the old Beekman town road; thence north 20 deg. 30 min. west 29 ch. 2 links to the southeast corner of the farm formerly owned by James Downing, deceased; thence south 82 deg. 30 min. west 12 ch. 95 links; thence north 88 deg. 45 min. west 3 ch. 60 links to a stump in the angle of the fence; thence south 30 deg. 30 min. west 13 ch. 15 links; thence north 60 deg. 15 min. west 11 ch. and 90 links; thence south 16 deg. west 7 ch. and 40 links to the angle of the wall; thence north 74 deg. 15 min. west 6 ch. and 88 lks.; thence north 53 deg. 30 min. west 1 ch. and 77 links; thence north 72 deg. west 40 links to a stake set at the junction of the fence near the highway; thence south 19 deg. 30 min. west 9 ch. and 8 links to the place of beginning. Containing, including the land within the enclosure of the fences on the east line, being the second course, 86 acres of land more or less.

AND ALSO ALL that certain piece or parcel of land situate in the Town of LaGrange, County of Dutchess, N.Y., bounded as follows:

vpogo Doc #: DEED 1550 31 Printed Page 1 of 1

BEGINNING at the northeast corner of the lot hereby conveyed and at the angle of the wall; and running thence south 24 deg. 30 min. west 72 links; thence north 73 deg. 15 min. west 7 ch. 49 links to a stake and stones; thence north 20 deg. 30 min. east 1 ch. 64 links to the end of a wall; thence south 62 deg. 30 min. east 2 ch. 5 links; thence south 58 deg. 30 min. east 2 ch. 79 links; thence south 76 deg. 45 min. east 2 ch. 86 lks. to the place of beginning. Containing 2 roods 33 perches of land more or less.

AND ALSO ALL that certain farm of land situate in the Town of LaGrange Dutchess County and State of New York, containing about 64 acres of land described as follows, viz:

CONSISTING of three tracts of land, one of which was conveyed to George L. Downing by Henry Downing by deed dated June 5, 1833, recorded in Dutchess County Clerk's Office in Liber 51 on Oct. 23, 1833; another of said tracts of land was conveyed to George L. Dowing by Moses Downing and Richard Downing by deed dated April 27, 1843, and recorded in Liber 76 at page 167; the other of said tracts of land was conveyed to George L. Downing by James Downing and wife by deed dated May 22, 1834, and recorded in Liber 53 June 6, 1834; reference to which several deeds or the record thereof is hereby made for the location, boundaries and extent of said several tracts of land. Said farm is generally bounded on the north by the farm lately of Richard Downing, deceased, and on the east by lands of Elisha Merritt, formerly, now Bell, and on the south by lands of said Bell and Jewell lot, and on the west by lands of Cornelia Conkrite and John L. Tanner; the premises hereby conveyed was conveyed to the parties of the first part by John Compton and Bridget, his wife, by deed bearing date the 18th day of June 1864, and recorded in the Clerk's office of the County of Dutchess on June 20, 1864 in Liber 128 of Deed at page 143 , a reference thereunto is hereby made for a more particular description, bounds and extent.

now by heirs of James Hoopin

ALSO one other lot of land situate in said Town of LaGrange, Dutchess County, N.Y., and adjoins the before mentioned and described premises and is the Jewell lot mentioned in above conveyance, is bounded by description as follows:

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of LaGrange aforesaid, bounded and described as follows:

On the north by lands of Henry Dowing, formerly, now Isaac Van Wagner, on the east by lands of Edwin Burhans, formerly now owned by Bell; and on the south by lands formerly owned by Minard VanKleeck and now by James Van Kleeck; and on the west by lands of John L. Tanner, containing 6 acres of land more or less. Said lot of land was conveyed to the parties of the first part by William Tanner and wife by deed bearing date the 26th day of April 1867, a reference to which is hereby had for a more particular description, bounds and extent.

The last 2 parcels herein described are the same premises conveyed by Frank Holterhoff and others to August Wallman, by deed recorded October 21, 1897, in Liber 293 of Deeds at page 271, in the Dutchess County Clerk's office, and conveyed by the said August Wallman and wife to Kate T. Chatillon by deed recorded in the Dutchess County Clerk's office June 7, 1899, in Liber 302 of Deeds at page 162, and being the same premises conveyed by Kate T. Chatillon to James Henry by deed dated May 5, 1900 and recorded in the Dutchess County Clerk's office May 28th, 1929, in Liber 496 of Deeds at page 412.

EXCEPTING AND RESERVING premises hereinbefore conveyed by Rushnell and wife to the New York Power and Light Corporation by deed dated August 25th, 1931, and recorded September 10th, 1931, in the Dutchess County Clerk's Office in Liber 512 of Deeds at page 396, containing 12.19 acres.

SUBJECT to any rights of way or easements heretofore granted to any

vpogo Doc #: DEED 1550 32 Printed Page 1 of 1

electric light, telephone or power line or to any public utility.

FURTHER EXCEPTING AND RESERVING from the above described premises, the lands heretofore conveyed by James Henry to Edna Ferguson by deed dated May 29th, 1935, and recorded in the Dutchess County Clerk's Office July 3rd, 1935 in Liber 546 of Deeds at page 77 and said to contain about 14 acres of land.

FURTHER EXCEPTING AND RESERVING from the above described premises, the lands heretofore conveyed by James Henry to Lewis P. Newbaker by deed dated July 14th, 1937 and recorded in the Dutchess County Clerk's Office September 4th, 1937 in Liber 562 of Deeds at page 197 and said to contain about 4 acres of land. And also recorded in Liber 590 of Deeds, page 566.

FURTHER EXCEPTING AND RESERVING from the above described premises the lands heretofore conveyed by Joseph C. Domin and Jacob S. Domin, as Executors of the Estate of Marya Domin, to Central Hudson Gas and Electric Corporation by deed dated the 28th day of December, 1967 and recorded in the Dutchess County Clerk's Office on January 2, 1968 in Liber 1236 of Deeds at Page 122.

FURTHER EXCEPTING AND RESERVING from the above described premises all that certain piece or parcel of land beginning at a point on the east side of Rombout Road at an iron rod set, said point being the southwest corner of the herein described parcel and being distant N14° 58' 15" W 946.10' from the intersection of a stone wall and the easterly side of Rombout Road, being the southwest corner of the lands of Marya Domin as described in Liber 617 on Page 27 filed in the Dutchess County Clerk's Office; thence along the east side of Rombout Road the following two courses N11° 58' 00" E 207.65'; N09° 01' 50" E 29.16 to an iron rod set in the northwest corner of the hereindescribed parcel; thence through the lands of Marya Domin the following Three courses S84° 04' 50" E 108.92' to a metal fence post; S00° 17' 30" E 228.31' to an angle iron post; N87° 13' 55" W 157.32' to an iron rod set and to the point or place of beginning. Containing 0.70 acre of land more or less.

TOGETHER with a permanent right of way and easement which shall be 25 feet in width, measured south from the northern boundary of the parcel described in the immediately preceding paragraph. Said right of way and easement shall run in a general east and west direction along the entire northern boundary of the aforesaid parcel from Rombout Road to the parcel being conveyed to the grantees herein.

BEING a portion of premises heretofore conveyed by Julius Brody to Stanislaus Domin and Marya Domin, his wife, by deed dated the 10th day of June, 1944 and recorded in the Dutchess County Clerk's Office on the 12th day of June, 1944 in Liber 617 of Deeds at Page 26. The said Stanislaus Domin died intestate on the 2nd day of March, 1954 and the said Marya Domin died a resident of the County of Dutchess on the 25th day of June, 1965, leaving a will dated the 3rd day of December, 1964, the same having been admitted to probate in the Dutchess County Surrogate's Court on the 13th day of August, 1965. That by the terms of the aforesaid Will, Marya Domin, among other things, devised the real property from which the above described parcel is being taken, to the grantors herein, Jacob S. Domin and Joseph C. Domin, equally share and share alike. The purpose of this deed and the deed being executed simultaneously herewith regarding the remainder of the premises from which the above described tract is being taken, is to effect a partition of the entire premises devised to the grantors herein.

vpogo Doc #: DEED 1550 33 Printed Page 1 of 1

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

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, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 duly executed this deed the day and year first above written.

IN PRESENCE OF:

Joseph C. Domin

Jacob S. Domin

vpogo Doc # DEED 1550 34 Printed Page 1 of 1

ss:

STATE OF NEW YORK, COUNTY OF Dutchess

On the 27th day of December 1985, before me personally came

Joseph C. Domin and Jacob S. Domin

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Notary Public

DAMIAN J. AMODEO
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 19 87

ss:

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

ss:

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

ss:

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed

With Covenant Against Grantor's Acts

TITLE NO.

JOSEPH C. DOMIN and JACOB S. DOMIN

TO

JAY STANLEY DOMIN and STANLEY JOHN DOMIN

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

AMODEO & AMODEO
ATTORNEYS AT LAW
2 CANNON STREET
POUGHKEEPSIE, N. Y. Zip No. 12601

Reserve this space for use of Recording Office.

LIBER 1550 PAGE 35

035

vpogo Doc # DEED 1550 35 Printed Page 1 of 1

Form 31-13 (Standard N.Y.B.T.U. Form 8007-9/84)—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

$10.20 XFT

THIS INDENTURE, made the 19th day of FEBRUARY, nineteen hundred and eighty-two

BETWEEN STAMP ENTERPRISES, INC., a domestic corporation with its office and principal place of business located at 124 Dutchess Turnpike, Poughkeepsie, Dutchess County, New York,

party of the first part, and JAY S. DOMIN and STANLEY J. DOMIN, of Mountain Road, Pleasant Valley, Dutchess County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

----------TEN----------($10.00)---------- dollars,

lawful money of the United States, together with 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, the heirs or successors and assigns of the party of the second part forever,

~~All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected,~~

~~lying and being in~~

PARCEL I

ALL those pieces or parcels of land, situate, lying and being in the Town of LaGrange, County of Dutchess, State of New York, which on a certain map dated November, 1979, made by M. Chazen, L.S. and P.E. entitled "Subdivision Plat prepared for Stamp Enterprises, Inc., Map 2 of 2, Block B", and filed in the Office of the Dutchess County Clerk on the 13th day of March, 1980 as Map No. 5833, and is more particularly described and set forth on said map, as Lot Nos. 1 and 2.

Subject to restrictions as set forth in Schedule A annexed hereto and made a part hereof.

Being a portion of that real property described in a deed given by Charles J. Patrick to Stamp Enterprises, Inc. and which deed bears date the 20th day of December, 1979, and was recorded in the Dutchess County Clerk's Office on the 21st day of December, 1979 in Liber 1526 of Deeds at page 384.

DAT-2900

PARCEL II

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess, State of New York, known and designated as Lot No. 4, on a certain map entitled "Sub-division Plat, Lands of Melvin Weill" dated February 23, 1962 and filed on September 6, 1973 in the Dutchess County Clerk's Office as filed Map No. 4220.

BEING the same premises conveyed by Samuel O. Slee, Esq., Referee to Charles J. Patrick, Pinetex Company and Amnon Waksman, by deed dated May 22, 1979 and recorded in the Dutchess County Clerk's Office on June 6, 1979, in Liber 1509 of Deeds, at Page 719.

The said described parcel contains 37.16 acres.

BEING a part of the premises conveyed by Amnon Waksman to Stamp Enterprises, Inc. by deed dated November 21, 1979 and re-

RECORDED 1982 FEB 23 PM 12:25

vpogo Doc #: DEED 1574 486 Printed Page 1 of 1

corded in the Dutchess County Clerk's Office on November 26, 1979 in Liber 1524 of Deeds at page 171.

Subject to restrictions as set forth in Schedule A annexed hereto and made a part hereof.

PARCEL III

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, and which is more particularly bounded and described as follows:

BEGINNING at a point in the center line of a 150' easement granted to Central Hudson Gas & Electric Corporation in Liber 670, Page 630 the said point being the southeasterly corner of Parcel #3 as shown on map entitled "Subdivision Plat - Lands of Mel Weill" dated February 23, 1962 and filed in the Dutchess County Clerk's Office as Map #4220; thence northwesterly along a stone wall N 85°45'20" W 215.31', N 86°01'40" W 427.28', N 83°01'40" W 112.19', N 86°48'40" W 197.61', N 85°29'10" W 150.38', and N 89°36'10" W 185.17' to the southwesterly corner of said parcel #3; thence northerly continuing along a stone wall N 15°02'20" W 54.27', N 13°58'50" W 214.66' and N 12°53'20" W 464.77' to the southeasterly corner of Parcel #4 as shown on said filed map #4220; thence northeasterly along the division line of said parcel #3 on the east and parcel #4 on the west N 21°35'37" E 830'± to the northwesterly corner of the herein described parcel; thence south 34° 48' East 304.00' to a stone wall and easterly along said stone wall 675'± to the northeasterly corner of the herein described parcel being a point in the easterly line of said parcel #3 and being a point in the center line of the aforesaid Central Hudson Gas & Electric Corporation easement; thence southerly along the easterly line of parcel #3, S 13°51'10" E 1275'± to the point or place of beginning and containing 35 acres more or less.

Subject to any state of facts an actual survey might reveal.

It being the intent of this description to convey the southerly 35 acres of Parcel #3 to be bounded in part on the north by 675' of the existing stone wall.

Subject to restrictions as set forth in Schedule A annexed hereto and made a part hereof.

In regard to the above described parcel No. III, for further identification, reference is made to a subdivision map filed in the Office of the Dutchess County Clerk on the 11th day of February, 1982, and to which subdivision map there was assigned Map No. 6319, and which subdivision map is further identified as "Subdivision Plat of Lands of Stamp Enterprises, Inc.", and is dated January 4, 1982 and made by M. Chazen, P.E. & L.S.

LIBER 1574 PAGE 487

vpogo Doc #: DEED 1574 487 Printed Page 1 of 1

RE: RESTRICTIONS TO REAL PROPERTY BEING CONVEYED BY STAMP ENTERPRISES, INC. TO JAY S. DOMIN AND STANLEY J. DOMIN

---

1. No dwelling house shall be built on the above described plot having less than 1200 square feet on the first floor, or less than one thousand (1,000) square feet on each floor, if a two (2) store dwelling house is built, and costing not less than Twenty Thousand ($20,000.00) Dollars, exclusive of the cost of the garage, and the cost of the plot and based upon the cost levels prevailing on the date of these covenants.

2. No dwelling house shall be erected or placed on any plot having a width of less than one hundred fifty (150) feet at the minimum building set back line, nor shall any dwelling house be erected or placed on any plot having an area of less than forty-five thousand (45,000) square feet.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any plot at any time as a residence, either on a temporary basis or permanently and the construction and/or placement of any structure on said plot, if and when commenced, must be completed as to enclosure and its exterior within six (6) months from such date of commencement.

4. No billboards or commercial signs shall be erected or maintained on the premises.

5. Arrangements for water supply and sewerage disposal shall be installed in accordance with the plans approved by the New York State Department of Health.

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

7. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

8. No manure shall be stored on said premises within 100 feet of any property line.

9. No barn shall be built within one hundred (100) feet of any property line.

10. The undersigned herein reserve to himself/itself, his successor, successors and assigns the right to modify and alter any of the above restrictions.

The contrary herein notwithstanding, the Grantees are permitted to use the real property to which these restrictions are a part of for dairy farming and general farming operation.

832

16.00 RE

RECEIVED
$ 101.00
REAL ESTATE
FEB 1 9 1982
TRANSFER TAX
DUTCHESS
COUNTY

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 19 DAY OF FEB, 19 82
AT 3 H 33 M P.M. RECORDED IN
BOOK No. 1574 OF DEEDS
AT PAGE 486 AND EXAMINED
William R. Drislane CLERK

Feb 19 3 33PM '82
DUTCHESS COUNTY
CLERK'S OFFICE
RECEIVED

SCHEDULE A

vpogo Doc #: DEED 1574 488 Printed Page 1 of 1

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof,

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, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 duly executed this deed the day and year first above written.

IN PRESENCE OF

STAMP ENTERPRISES, INC.

By: Charles J. Patsis

STAMP ENTERPRISES, INC. CORPORATE SEAL NEW YORK

Silber, Silber, Wernick & Pisanelli
11 Cannon Street
Poughkeepsie, New York

489

LIBER 1574 PAGE 489

vpogo Doc #: DEED 1574 489 Printed Page 1 of 1

STATE OF NEW YORK, COUNTY OF LIBER 1574 PAGE 490

On the day of , 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF DUTCHESS ss:

On the 19th day of February, 1982, before me personally came CHARLES J. PATRICK to me known, who, being by me duly sworn, did depose and say that he resides at No. Poughkeepsie, New York; that he is the President of STAMP ENTERPRISES, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h.s name thereto by like order.

Bonnie Jean Corman
Notary Public
BONNIE JEAN CORMAN
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1983
Reg # 4504601

STATE OF NEW YORK, COUNTY OF ss:

On the day of , 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of , 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

TO

The land affected by the within instrument lies in:
SECTION
BLOCK
LOT
COUNTY OR TOWN

RECORDED AT THE REQUEST OF

Lawyers Title Insurance Corporation

RETURN BY MAIL TO

Amodeo & Amodeo
~~Silben Silver, Wozniak & Pierwoll~~
2 ~~2~~ Cannon Street
Poughkeepsie, New York 12601

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
Lawyers Title Insurance Corporation
Home Office — Richmond, Virginia
750 THIRD AVENUE AT 46TH STREET, NEW YORK, N. Y. 10017
125-10 QUEENS BOULEVARD, KEW GARDENS, N. Y. 11415

Reserve This Space For Use of Recording Office

vpogo Doc #: DEED 1574 490 Printed Page 1 of 1

COPYIST MTK.

L517 P396

THIS INDENTURE made the 25th day of August in the year One thousand nine hundred and thirty-one between RAYMOND BUSHNELL and HELEN C. BUSHNELL his wife, of the Town of LaGrange County of Dutchess and State of New York, parties of the first part,

- and -

NEW YORK POWER AND LIGHT CORPORATION, a Corporation created by and under the Laws of the State of New York, and having its place of business in the City of Albany, New York party of the second part,

WITNESSETH that the said parties of the first part in consideration of One Dollar ($1.00) lawful money of the United States and other good and valuable considerations paid by the said party of the second part do hereby grant and release unto the said party of the second part, its successors and assigns forever:

ALL that certain piece or parcel of land situate, lying and being in the TOWN OF LA GRANGE County of Dutchess and State of New York, bounded and described as follows: BEGINNING at an iron pipe driven in the ground in the division line between lands of the parties of the first part and lands now or formerly of The Flagler Burhan Estate at station 120+83.0 of the surveyed center line of the proposed right of way of the transmission line system of New York Power and Light Corporation extending from Poughkeepsie to Dunwoodie and running thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six tenths feet (100.6') to a point; thence south one degree twenty-three minutes west (S 1° 23' W) parallel to and at all points one hundred feet (100') distant from said surveyed center line twenty six hundred eighty-five and seven tenths feet (2685.7') to a point in the division line between said lands of the parties of the first part and lands now or formerly of M. Lefoovitz; thence north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no tenths feet (102.0') to an iron pipe driven in the ground at station 147+38.0 of said surveyed center line; thence continuing north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no-tenths feet (102.0') to a point; thence north one degree twenty three minutes east (N 1° 23' E) parallel to and at all points One hundred feet (100') distant from said surveyed center line twenty six hundred twenty four and three tenths feet (2624.3') to a point in the first mentioned division line between said lands of the parties of the first part and said lands now or formerly of The Flagler Burhan Estate; thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six-tenths feet (100.6') to the point or place of BEGINNING, CONTAINING 12.19 ACRES be the same more or less, all as shown on the blueprint map numbered 11, entitled in part, "N.Y.P.& L. CORP. Ray Bushnell - Purchase - Poughkeepsie - Dunwoodie Line F-2435", annexed hereto and made a part hereof.

BEING a part of the same premises described in a deed from Howard C.Carter, referee to Raymond Bushnell dated July 10,1930 and recorded in the office of the Clerk of Dutchess County on the 11th day of July 1930 in Liber 502 of deeds at page 321.

TOGETHER with the right at all times to cut and remove any brush, trees or other obstructions upon the remaining premises which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the success-

L517 P340

ALL that certain piece or parcel of land situate, lying and being in the TOWN OF LA GRANGE County of Dutchess and State of New York, bounded and described as follows: BEGINNING at an iron pipe driven in the ground in the division line between lands of the parties of the first part and lands now or formerly of The Flagler Burhan Estate at station 120+83.0 of the surveyed center line of the proposed right of way of the transmission line system of New York Power and Light Corporation extending from Poughkeepsie to Dunwoodie and running thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six tenths feet (100.6') to a point; thence south one degree twenty-three minutes west (S 1° 23' W) parallel to and at all points one hundred feet (100') distant from said surveyed center line twenty six hundred eighty-five and seven tenths feet (2685.7') to a point in the division line between said lands of the parties of the first part and lands now or formerly of M. Lefcovitz; thence north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no tenths feet (102.0') to an iron pipe driven in the ground at station 147+38.0 of said surveyed center line; thence continuing north seventy-seven degrees seventeen minutes west (N 77° 17' W) along said division line One hundred two and no-tenths feet (102.0') to a point; thence north one degree twenty three minutes east (N 1° 23' E) parallel to and at all points One hundred feet (100') distant from said surveyed center line twenty six hundred twenty four and three tenths feet (2624.3') to a point in the first mentioned division line between said lands of the parties of the first part and said lands now or formerly of The Flagler Burhan Estate; thence north eighty-five degrees seventeen minutes east (N 85° 17' E) along said division line One hundred and six-tenths feet (100.6') to the point or place of BEGINNING, CONTAINING 12.19 ACRES be the same more or less, all as shown on the blueprint map numbered 11, entitled in part, "N.Y.P.& L. CORP. Ray Bushnell - Purchase - Poughkeepsie - Dunwoodie Line F-2435", annexed hereto and made a part hereof.

BEING a part of the same premises described in a deed from Howard C.Carter, referee to Raymond Bushnell dated July 10,1930 and recorded in the office of the Clerk of Dutchess County on the 11th day of July 1930 in Liber 502 of deeds at page 321.

TOGETHER with the right at all times to cut and remove any brush, trees or other obstructions upon the remaining premises which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the successful operation of its transmission line and the perpetual right at all times to cross and recross, on foot and with teams and motor vehicles, the remaining lands of the parties of the first part for the purpose of constructing operating, inspecting or repairing any and all structures or fixtures of every kind and nature which the party of the second part, its successors or assigns, may erect, operate, construct or maintain upon the above described premises, said right of entry to be confined to routes designated by the parties of the first part if practicable and reasonable.

L 517 P 397

All damages occasioned to the remaining lands of the parties of the first part in the exercise of said right of entry shall be paid by said New York Power and Light Corporation.

EXCEPTING AND RESERVING unto the parties of the first part, their heirs and assigns, five rights of way or crossings upon and over the above described premises said crossings not to exceed twenty five (25) feet in width and to be at points to be designated by the party of the second part, its successors or assigns. The use of said crossings shall be at the sole risk of the party or parties using the same.

TOGETHER with the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises.

TO HAVE AND TO HOLD the abovegranted premises unto the said party of the second part, its successors and assigns forever, and the said Raymond Bushnell does covenant with the said party of the second part as follows:

THAT the party of the second part shall quietly enjoy the said premises.

THAT he will forever warrant the title to said premises.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in presence of: _____

Raymond Bushnell L.S.

Helen C. Bushnell L.S.

STATE OF NEW YORK

COUNTY OF DUTCHESS SS:

On this 25 day of Aug. 1931 before me, the subscriber, personally came RAYMOND BUSHNELL and HELEN C. BUSHNELL to me known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly (and severally) acknowledged to me that they executed the same.

J. H. Kuhn,

Notary Public (Seal)

RECORDED Sept. 10, 1931 - 9:00 A.M.

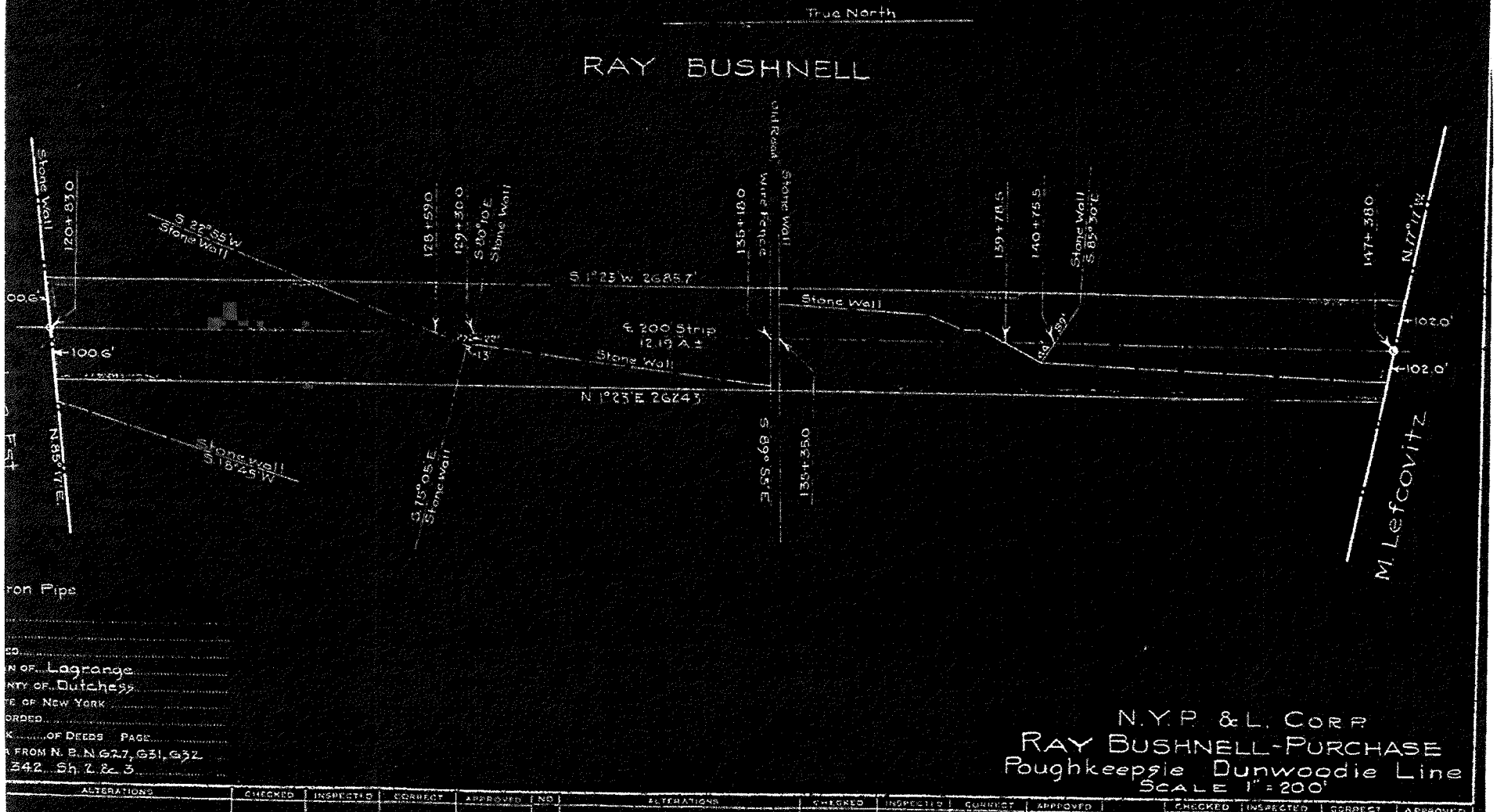
Jno. A. Doughton Clerk

(Blueprint # F-2435 - N.Y.P. & L. Corp. Ray Bushnell - Purchase Poughkeepsie Dunwoodie Line - attached on Page398)

L517 P398

F-24

PARCEL #11



Iron Pipe

CO.
N OF Lagrange
NTY OF Dutchess
TE OF New York
ORDED
K ..... OF DEEDS PAGE .....
A FROM N. B. N G27, G31, G32
342 Sh. 2 & 3

N.Y.P. & L. CORP
RAY BUSHNELL-PURCHASE
Poughkeepsie Dunwoodie Line
SCALE 1" = 200'

ALTERATIONS	CHECKED	INSPECTED	CORRECT	APPROVED	NO.
					4
					5
					6

ALTERATIONS	CHECKED	INSPECTED	CORRECT	APPROVED

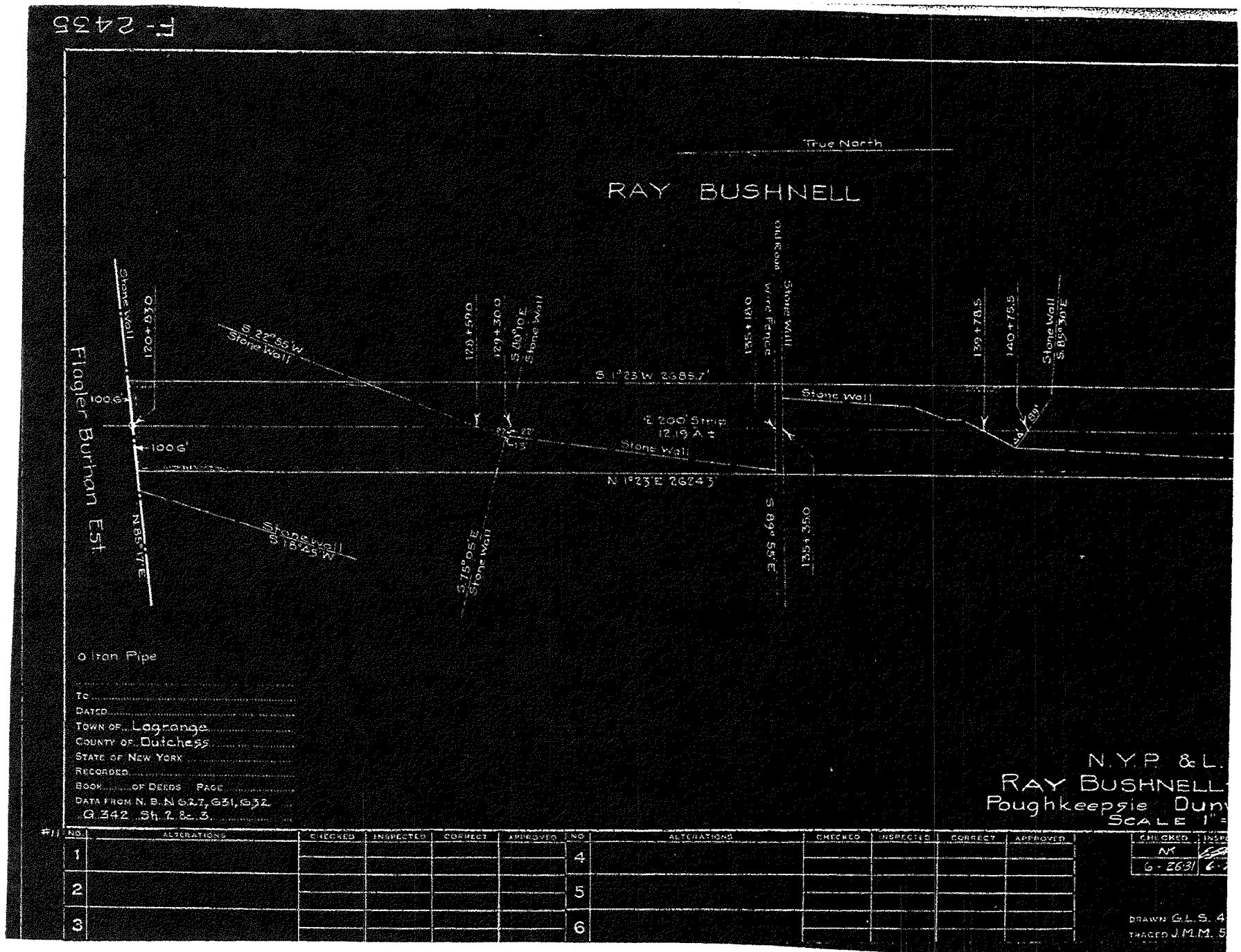
CHECKED	INSPECTED	CORRECT	APPROVED
MK			
6-26-31	6-26-31		

DRAWN G.L.S. 4.21.51
TRACED J.M.M. 5.15.31

F-2435

F- 2435

L517 P248



290—Statutory Form E. Executor's Deed: Individual or Corporation. JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS 80 EXCHANGE PLACE AT BROADWAY, NEW YORK

122

This Indenture,

Made the 28th day of December nineteen hundred and sixty seven.

Between Joseph C. Domin, residing at Rombout Road, Town of LaGrange Dutchess County, New York, and
Jacob S. Domin, residing at Mountain Road, Town of LaGrange Dutchess, County, New York, individually and

as executors of the Estate of Marya Domin

under the last will and testament of Marya Domin

late of Mountain Road, Town of LaGrange, County of Dutchess, and State of New York deceased, part ies of the first part,

and Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, Dutchess County, New York

part y of the second part,

Witnesseth, that the part ies of the first part, by virtue of the power and authority to convey given in and by said last will and testament, and in consideration of Nine Thousand ($9,000) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the part y of the second part, its successors and assigns forever,

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

BEGINNING at a point in the division line between lands formerly of Pinetex Company and Michael E. Bash now of Central Hudson Gas & Electric Corporation on the north and lands of the Estate of Marya Domin on the south, the said point being the northeasterly corner of the herein described parcel and being a point in the westerly line of lands of the Consolidated Edison Company of New York, Inc.; thence along the westerly line of lands of the Consolidated Edison Company of New York, Inc., South 1° 04' 09" West 2622.73 feet to a point in the division line between lands of Albert E. Jolis on the south and the Estate of Marya Domin on the north; thence along said division line North 78° 22' 20" West 152.58 feet; thence through lands of the Estate of Marya Domin North 1° 04' 09" East 2624.17 feet to a point in the division line between the aforesaid lands formerly of Pinetex Company and Michael E. Bash on the north and the Estate of Marya Domin on the south; thence along the said division line South 72° 15' 10" East 107.71 feet and North 89° 13' 00" East 46.88 feet to the point or place of beginning and containing 9.018 acres more or less.

Together with the right at all times to cross and recross the remaining premises of the parties of the first part for the purpose of constructing, operating, inspecting, maintaining or repairing any and all structures and fixtures of every kind and nature which Central Hudson, its successors or assigns may construct, operate or maintain upon the above described land, said right of access to be confined to practicable and reasonable routes to be designated by the parties of the first part; and provided that physical damage to the property owned by the parties of the first part, caused solely by Central Hudson, its successors, assigns and lessees in the exercise of such right of crossing shall be adjusted at the expense of Central Hudson, its successors, assigns or lessees.

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Together with the permanent right to trim, cut and remove, at any time, brush, trees and other objects upon the remaining adjacent property of the parties of the first part on the ~~East~~ side of the above described land as, in the judgment of Central Hudson, its successors, assigns or lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of its lines and appurtenances and fixtures of any thereof which may hereafter be constructed on the above described land.

Reserving to the parties of the first part the right to cultivate the hereindescribed parcel, provided that such cultivation does not interfere with, obstruct or endanger Central Hudson's facilities; and further provided that the parties of the first part indemnifies and saves harmless Central Hudson from any and all damages to persons or property occurring by reason of such use.

Excepting and reserving unto the parties of the first part, their heirs or assigns, the right to cross and recross the above described land at not more than three points which said crossings shall not be more than 50 feet in width and at such locations to be determined by Central Hudson, its successors or assigns provided, however, that if Central Hudson shall require the relocation of any crossings reserved as aforesaid, such relocation will be done at the cost and expense of Central Hudson, its successors or assigns.

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 2 DAY OF Jan 1968
AT 10 H 03 M A M. RECORDED IN
BOOK No. 1236 OF deeds
AT PAGE 122 AND EXAMINED
John Hartmann CLERK

DEED OR SUPPLEMENTAL INSTRUMENT
CENT 31.00 NO. 6
PAGE 1/0 IND. BY
REF. BO
EX IND STAMPS
TOT. 550

JAN 2 10 03 AM '68 DUTCHESS COUNTY CLERK N.Y.

Together *with the appurtenances, and also all the estate which the said testator had at the time of her decease in said premises, and also the estate therein, which the parties of the first part have or had power to convey or dispose of, whether individually, or by virtue of said will or otherwise.*

To have and to hold *the premises herein granted unto the party of the second part, its successors and assigns forever,*

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The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor 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 that the grantor 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.

And *the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.*

In Witness Whereof, *the parties of the first part have hereunto set their hands and seals the day and year first above written.*

In presence of:

David R. Shirley

INDIVIDUALLY and as EXECUTORS OF THE ESTATE OF MARYA DOMIN

By: Jacob S. Domin
JACOB S. DOMIN EXECUTOR

By: Joseph C. Domin
JOSEPH C. DOMIN EXECUTOR

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

On this 28th day of December 1967, before me, the subscriber, personally appeared JACOB S. DOMIN and JOSEPH C. DOMIN to me personally known and known to me to be the Executors of the Estate of Marya Domin and they duly acknowledged to me that they executed the foregoing instrument on behalf of the Estate of Marya Domin. and as individuals.

David R. Shirley
Notary Public

DAVID R. SHIRLEY
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1969

State of
County of } ss.:

On the day of nineteen hundred and

before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

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Form 70-1K-53

Liber 1001 page 158

Grant of Electric Lines Right of Way

In consideration of the sum of $ 1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, (hereinafter called the Corporation) a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, if hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto the Corporation, its successors, assigns and lessees an easement and right of way 100 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the Town of LaGrange County of Dutchess State of New York.

Said easement and right of way shall extend from the property line of Albert E. Jolls on the south in a northerly direction to the property line of Frank J. Townsend on the north, being parallel and adjacent to the easterly bounds of lands of the Niagara Mohawk Power Corporation, bounded and described as follows:

Beginning at a point on the division line between lands of Mary Donin on the north and Albert E. Jolls on the south, said point also being on the easterly line of lands of the Niagara Mohawk Power Corporation, and being South 65° 34' East 102.0 feet from an iron pipe set at station 197+32.0 of the surveyed centerline of said Niagara Mohawk lands, running thence from said point of beginning along the easterly line of lands of said Niagara Mohawk North 13° 06' East 2686 feet, more or less, to a point in the aforesaid division line between lands of said Mary Donin and lands of Frank J. Townsend, said point being South 65° 30' East 100.6 feet from an iron pipe set at station 180+68.9 of the surveyed centerline of said Niagara Mohawk lands; thence along said aforesaid division line South 65° 30' East 100.6 feet to a point, said point being 100 feet distant easterly (measured at right angles) from the easterly line of Niagara Mohawk; thence South 13° 06' West 2717 feet, more or less, parallel to and distant 100 feet easterly (measured at right angles) from the said easterly line of Niagara Mohawk to a point on the first mentioned division line between lands of Mary Donin and Albert E. Jolls; thence along said division line North 65° 34' West 102.0 feet to the point or place of beginning.

Containing 6.292 acres, more or less.

Together with the right at all times to have access thereto across the remaining premises of the undersigned (said right of access to be confined to practicable and reasonable routes to be designated by the undersigned), and to enter thereon, and to construct, reconstruct, operate and maintain, and to protect, readily replace and remove, in, upon, over and under the property covered by said easement and right of way and all poles, towers, lines of wires (both of a power, supervisory, telemetering, telephone and telegraph character), and all other appurtenances and fixtures adaptable to the present and future needs, uses and purposes of the Corporation, its successors, assigns and lessees for any public utility use; and provided that electric energy to the property owned by the undersigned caused solely by the Corporation, its successors, assigns and lessees, shall be delivered at the expense of the Corporation, its successors, assigns, and lessees.

Together with the permanent right also to trim, cut and remove, at any time, such brush, saplings, other objects thereon and on adjacent property of the undersigned as in the judgment of the Corporation, its successors, assigns and lessees may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, lines and other appurtenances and fixtures, which may hereafter be constructed on said right of way. Said right shall include the right to use chemical means of brush and tree removal only within the limits of the right of way, and then only when such use does not interfere with the right of the undersigned to cultivate his ground as hereinafter set forth.

Reserving unto the undersigned the right to cultivate the ground between said poles, towers, and supporting structures, and beneath said wires and fixtures, and the right to cross and recross said easement and right of way, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no mound of poles, structure shall be erected, no road, path or driveway shall be constructed, and no excavating, grading or blasting shall be undertaken within the limits of the right of way without the written consent of the Corporation.

The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns and lessees of the undersigned and Central Hudson Gas & Electric Corporation.

Signed, sealed and delivered on October 27, 1959

Mary Donin (L.S.)

Residing at Number 1 Mountain Road Street
Pleasant Valley Town, City or Village
Dutchess County New York State

Subscribing Witness: Daniel L. Schultz

Residing at Number Street
Town, City or Village
County State

Subscribing Witness:

* If no street number, put "(none)"

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INDIVIDUAL ACKNOWLEDGMENT.

STATE OF NEW YORK }
County of Dutchess } ss.:

On this 2nd day of August 1959, before me, the subscriber, personally appeared Mary E. Domin to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and s he (severally) duly acknowledged to me that s he executed the same.

DAVID R. HINKLEY
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1960

Notary Public.

CORPORATE ACKNOWLEDGMENT.

STATE OF }
County of } ss.:

On this day of in the year 19 , before me personally appeared , to me known, who being by me duly sworn, did depose and say: that he resides at ; that he is the President of the the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of directors of said corporation; and that he signed his name thereto by like order.

Notary Public.

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS.

STATE OF NEW YORK }
County of } ss.:

On this day of 19 , before me personally came (subscribing witness) with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in , that he is personally acquainted with and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person(s) execute the same and that he (severally) duly acknowledged to him, the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness thereto.

Notary Public.

RIGHT OF WAY

Town
Village
City

Granted by

to

Central Hudson Gas & Electric Corp.

Dated

Map

W. O. No.

Liber

County Clerk's Office

Received in the 4th day of Aug. 1959

at 9 H. 10 M. Recorded in

Book No. 1001 of Deeds

at page 159

and examined.

Clerk.

Land Records Division, Register's Office

Clerk M. L.

DUTCHESS COUNTY
New York

AUG 10 9 10 AM '59

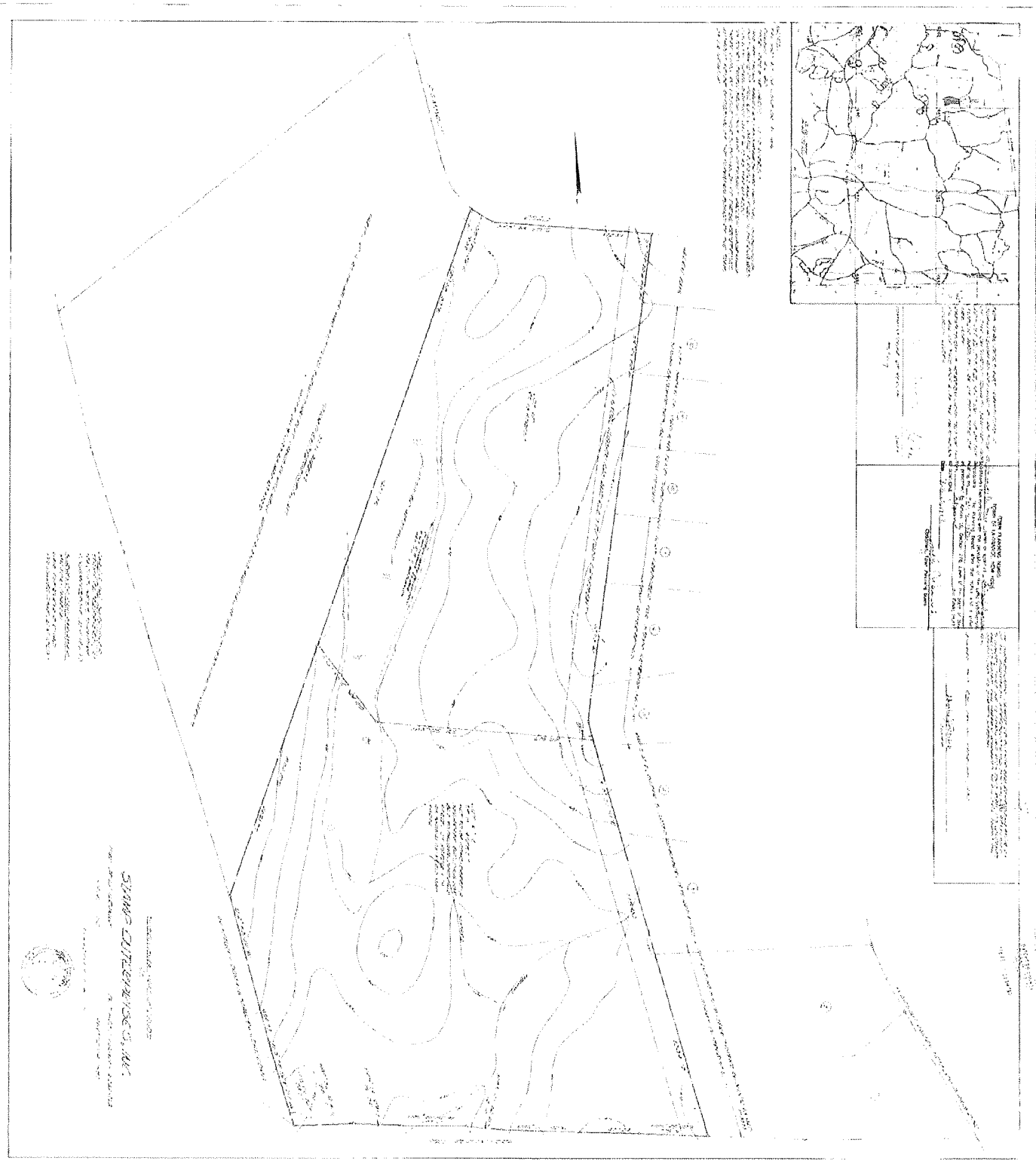
COUNTY CLERK'S
OFFICE

No.

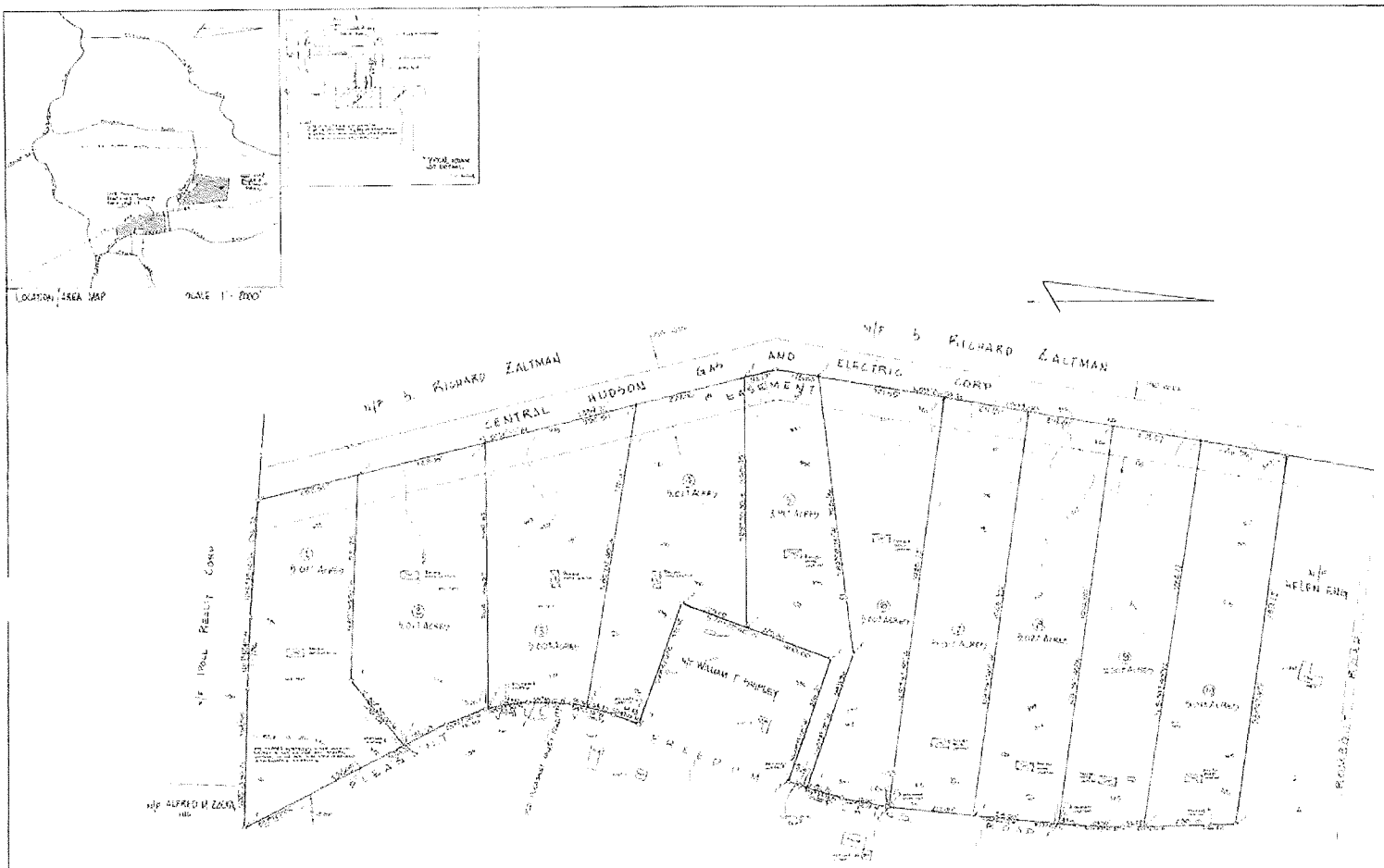
RECORD AND RETURN to
CENTRAL HUDSON GAS & ELEC. CORP.
South Road, Poughkeepsie, N. Y.

LIBER 1001 PAGE 159

ypogo Doc #: DEED 1001 159 Printed Page 1 of 1



FM #6319 Filed 02/11/1982



NOTES

HEALTH DEPT NOTES

SUBDIVISION PLAT PREPARED FOR
STAMP ENTERPRISES, INC.
MAP 2 OF 2, BLOCK B
TOWN OF LAGRANGE
SCALE 1" = 100'
DUTCHESS CO., N.Y.
NOVEMBER 1979
M CHAZEN, LS-PE

FM #5833 FILED 03/13/1980

Title Curatives

SHAWN BORRELLI PRATT
ATTORNEY AT LAW

3304 FRANKLIN AVENUE
P.O. BOX 1238
MILLBROOK, NEW YORK 12545
(845) 677-2600
FAX (845) 677-2603
E-mail: SBPratt@millbrooknylaw.com

August 18, 2025

Ms. Linda D. Fakhoury
Senior Assistant County Attorney
Dutchess County Department of Law
22 Market Street
Poighkeepsie, NY 12601

Re: Domin Farm
Rombout Road and Freedom Road
Stanley J. Domin and Jay S. Domin ("Owners") to Dutchess Land Conservancy, Inc. ("DLC")

To whom it may concern:

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-087042.

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 Rebecca E. C. Thornton, President, Dutchess Land Conservancy, and Emily Kelderhouse, Land Projects Manager, Dutchess Land Conservancy, who is also serving as project manager for this transaction.

The legal description for the property is currently based on a survey map entitled "Survey Map of Conservation Easement on the Domin Property", prepared by Licensed Land Surveyor, Kirk Horton, dated December 20. 2024, last revised July 22, 2025. It was prepared for the purposes of the conservation easement and has been provided to SMPR Title Agency and Stewart Title Insurance Company. SMPR Title Agency will be issuing title insurance as agents for Stewart Title Insurance Company.

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 three items, all of which will be complied with and/or omitted at closing:

Item 1. Includes a standard closing requirement pertaining to completion of an affidavit by Owners/Sellers.

Item 2. Searches for Judgements and Liens returned zero (0) items.

Item 3. Notification that the 2025/2026 School Tax will become a lien on July 1. Bills will be available in September, and school tax will be excepted as a lien not yet due and payable.

Item 4. Interest to be insured is a Conservation Easement as defined by Environmental Conservation Law, Article 49, Title 3.

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

Item 1. Standard closing requirement regarding rights of tenants, if any.

OMIT 6/25/2025 Items 2 and 3. A survey and legal description will be provided prior to closing.

Item 4. Refers to the rights and easements, if any, of public utility companies and municipalities to maintain and operate installations on the premises and adjacent streets.

Item 5. Standard closing requirement regarding exception of land laying in the bed of any street, avenue, road or highway abutting, adjoining, passing through or crossing the premises.

Item 6. Refers to Covenants and Restrictions recorded in Book 1574 page 486

In a deed dated February 19, 1982 from Stamp Enterprises, Inc. to Jay S. Domin and Stanley J Domin, in addition to conveyance of premises, covenant and restrictions were placed on the property obtained from Stamp Enterprises Inc. as set forth in schedule a. None of the restrictions contained therein will impact the intended uses of the premises.

Item 7. Refers to filed map #6319 and filed map #5833 attached hereto

REVISED 1/5/24 Item 8. Refers to rights and easements conveyed and reserved in Book 517 page 396.

On August 25, 1931, and recorded in the Office of the Dutchess County Clerk on September 10, 1931, Raymond Bushnell and Helen C. Bushnell granted the New York Power and Light Corporation all that certain piece or parcel of land described in Book 517 page 396 the right to cut and remove any brush, trees or other obstructions upon the remaining premises which in the opinion of the part of the second part interfere with or be likely to interfere with the successful operation of its transmission line and the perpetual right at all times to cross and recross, on foot and with teams and motor vehicles, the remaining lands of the parties of the first part for the purpose of constructing operating, inspecting or repairing any and all structures or fixtures of every kind and nature which the party of the second part, its successors or assigns may erect, operate, construct or maintain upon the described premises, said right of entry to be confined to routes designated by the parties of the first part if practicable and reasonable. All damages occasioned to the remaining lands or the parties of the first part in the exercise of said right of entry shall be paid for by said New York Power and Light Corporation. Excepting and reserving unto the parties of the first part, their heirs and assigns, five rights of way or crossings upon and over the above described premises said crossings not to exceed twenty-five (25) feet in width and to be at points to be designated by the party of the second part, its successors or assigns. The use of said crossings shall be at the sole risk of the party or parties using the same.

Item 9. Refers to rights and easements conveyed and reserved in Book 1236 page 122.

On December 28, 1967, and filed in the Office of the Dutchess County Clerk on January 2, 1968, Joseph C. Domin and Jacob S. Domin granted Central Hudson Gas & Electric Corporation a portion of land bounded and described in Book 1236 page 122 together with the right at all times to cross and recross the remaining premises of the parties of the first part for the purpose of constructing, operating, inspecting, maintaining or repairing any and all structures and fixtures of every kind and nature which Central Hudson, its successors or assigns may construct, operate or maintain upon the above described land, said right of access is to be confined to practicable and reasonable route to be designated by the parties of the first part;

Reserving to the parties of the first part the right to cultivate the herein described parcel, provided that such cultivation does not interfere with, obstruct or endanger Central Hudson's facilities; and further provided that the party of the first part indemnifies and holds harmless Central Hudson from any and all damages to persons or property occurring by reason of such use

Excepting and reserving unto the parties of the first part, their heirs or assigns, the right to cross and recross the above described land at not more than three points which said crossings shall not be more than 50 feet in width and at such locations to be determined by Central Hudson, its successors or assigns provided, however, that if Central Hudson shall require the relocation of any crossings reserved as aforesaid, such relocation will be done at the cost and expense of Central Hudson, its successors or assigns.

ADDED 6/25/2025 Item 10. Refers to easement in Book 670 page 630.

On August 20, 1947, and filed in the Office of the Dutchess County Clerk on September 4, 1947, Elsie H. Blaire granted Central Hudson Gas & Electric Corporation an easement and right of way 150 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto.

Reserving unto the undersigned the right to cultivate the ground between said poles and towers and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid; and provided that no houses or other structures shall be erected within the limits of the right of way without the written consent of said corporation; and provided that damage to the property owned by the undersigned caused solely by said corporation, its successors, assign or lessees, in maintaining or repairing said lines, ducts, conduits or fixtures shall be adjusted at the expense of said corporation, its successors, assigns, or lessees.

ADDED 6/25/2025 Item 11. Refers to easement in Book 1001 page 158.

On July 9, 1959, and filed in the Office of the Dutchess County Clerk on July 14, 1959, Marya Domin granted Central Hudson Gas & Electric Corporation an easement and right of way 100 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto.

Reserving unto the undersigned the right to cultivate the ground between said poles, towers, and supporting structure, and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected, no road, path, or driveway shall be constructed, and no excavating, mining or

blasting shall be undertaken withing the limits of the right of way without the written consent of the Corporation.

REVISED 8/4/2025 Item 12. Refers to a survey dated December 20, 2024, revise July 22, 2025 made by Kirk Horton, LS which shows the following exceptions to coverage:

a. Central Hudson Gas & Electric Easement per Book 670 page 630 runs through the premises
b. Stream runs through premises. Riparian rights and easements of others are excepted.

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 commitments will be dealt with and omitted either at, or prior to closing.

Please do not hesitate to contact me or the project manager, Emily Kelderhouse, with any questions. Emily Kelderhouse can be reached by phone at 845-677-3002, or email at emilyk@dutchessland.org.

Very truly yours,

Shawn B. Pratt

Appraisal

McGrath & Company, Inc.
Real Estate Appraisers & Counselors

Mail: P.O. Box 514
Office Location: 1010 Main Street
Fishkill, New York, 12524

info@mcgrathandco.com
(845) 896-5333

CONSERVATION EASEMENT APPRAISAL REPORT

PROPERTY OF DOMIN

253 Freedom and 234 Rombout Roads
Town of LaGrange
Dutchess County, NY

Our File #C2503080



Submitted
Erin Hoagland
Director of Conservation
Dutchess Land Conservancy, Inc.
P.O. Box 138, 4289 NYS Route 82
Millbrook, NY 12545

Effective Valuation Date
March 20, 2025

McGrath & Company, Inc.
Real Estate Appraisers & Counselors

Mail: P.O. Box 514
Office Location: 1010 Main Street
Fishkill, New York, 12524

info@mcgrathandco.com
(845) 896-5333

March 27, 2025

Erin Hoagland
Director of Conservation
Dutchess Land Conservancy, Inc.
P.O. Box 138, 4289 NYS Route 82
Millbrook, NY 12545

Re: Conservation Easement Appraisal of Property of Domin, 253 Freedom and 234 Rombout Roads, Town of LaGrange, Dutchess County, New York

Dear Ms. Hoagland:

As requested, I have completed an inspection and analysis of the above referenced property for the purpose of developing an opinion of the value of the partial real property rights to be acquired through the purchase of a proposed conservation easement.

The property is four tax parcels that total 201.287 acres. There are about 125 acres of prime soils and soils of statewide importance for agriculture (62%) with 40% +/- of the property in hay and corn. The terrain is flat to rolling with about 24% of the property covered by floodplain and wetlands, including two large state and federally designated complexes. 120 acres of forested land, including portions of the wetlands, divides the farm area into two locations. There are multiple potential building sites scattered around the agricultural land, some with good views of the neighborhood. Three high voltage electrical lines border the western boundary with the smaller line within a 100-foot subject easement corridor.

A conservation easement is proposed to encumber the entire appraised acreage. The easement will allow a single residential building area of 9.5 acres (Farmstead Area). Agricultural buildings will be permitted within the Farmstead Area and the Farm Area (127.909 acres) subject to an impervious surface cap of 2%. All other development rights, including all residential building rights except for farm labor housing, will be extinguished. Commercial forestry, subject to an approved forest management plan, will be permitted. There will be no public access. 63.878 acres will be designated as Resource Protection.

The report accompanying this letter of transmittal describes the scope of the appraisal, the techniques of valuation and the reasoning leading to the opinion of value. The report is subject to the enclosed limiting conditions and assumptions.

My analyses, opinions and conclusions were developed, and this report was prepared in conformity with the Code of Professional Ethics and the Standards of Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report is also intended to comply with the Specifications and Scope of Work for Appraisals of Real Property for the Agricultural Land Easement component of the USDA NRCS Agricultural Conservation Easement Program (ACEP-ALE).

Based upon my familiarity with the subject property, my knowledge of property values in the LaGrange real estate market and the value of conservation easements in general, it is my opinion that the market values of the appraised real property rights, as of March 20, 2025, were as summarized in the table below. The value of the partial real property rights to be acquired through the proposed conservation easement will be:

$805,148

Thank you for the opportunity to be of service. If you have any questions after your review, please contact me.

Sincerely yours,

Al DeKrey, MAI
SCGREA No. 46-8839

SUMMARY TABLE OF VALUES

Before Value

201.287 acres @ $9,500/acre = $1,912,227

After Value

201.287 acres @ $5,500/acre = $1,107,079

Value of the Easement	**$805,148**
Easement value per acre	$4,000
Easement value percentage	42.1%
Less Enhancement	$0
Value of the Easement less Ehancement	**$805,148**

A before and after method of appraising the property was used to arrive at my estimated easement value conclusions. In the before analysis the property was considered with all development and property rights intact. In the after analysis the property was considered as impacted by the terms of the proposed conservation easement. The value of the conservation easement is estimated as the difference between the before and after values.

Hypothetical Condition of the Appraisal

In the valuation, I assumed that the restrictions of the proposed easement were in effect as of the date of appraisal, when in fact they are not. I was provided a final draft of the Conservation Easement prepared by the Dutchess Land Conservancy (DLC). A more restrictive or liberal change in the easement agreement may result in a change in the value of the partial rights appraised. A copy of the draft Conservation Easement is included in the Addenda. The use of this hypothetical condition was approved by the NRCS.

Extraordinary Assumptions of the Appraisal

I was not provided any environmental analysis of the property. The value estimates are predicated on the assumption that there is no hazardous material on the property that would cause a loss in value. I am not an expert in recognizing such conditions and recommend that interested parties engage an environmental expert to survey their property. In the appraisal I assumed a "clean site."

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Appraiser Qualifications

APPRAISER'S CERTIFICATION

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

- The statements of fact 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, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- My appraisal fee is not based on a percentage of the appraised fair market value.
- This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report (except where noted).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have met the requirements of the continuing education program of the Appraisal Institute.
- I am a Certified General Real Property Appraisers for the state in which the property is located, as that term is defined by the Appraiser Qualifications Board under authority of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA").
- My analyses, opinions, and conclusions were developed, and my appraisal report relating to the property was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- I have the expertise and experience to make appraisals of conservation easements.

- I have performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. An oral valuation of the property was provided to the Client with a valuation date of August 19, 2022.

Jurisdictional Exception
All appraisal reports submitted to the NRCS for review become the property of the United States and may be used for any legal and proper purpose.

I have 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 dates of the subject inspections were August 19, 2022 and March 20, 2025. The method of inspection was walking and driving the interior of the property and the road frontage.

In my opinion, as of March 20, 2025, the market value of the proposed easement parcel before conveyance of the partial interest is $1,912,227, and the market value of the proposed easement parcel after conveyance of the partial interest is $1,107,079.

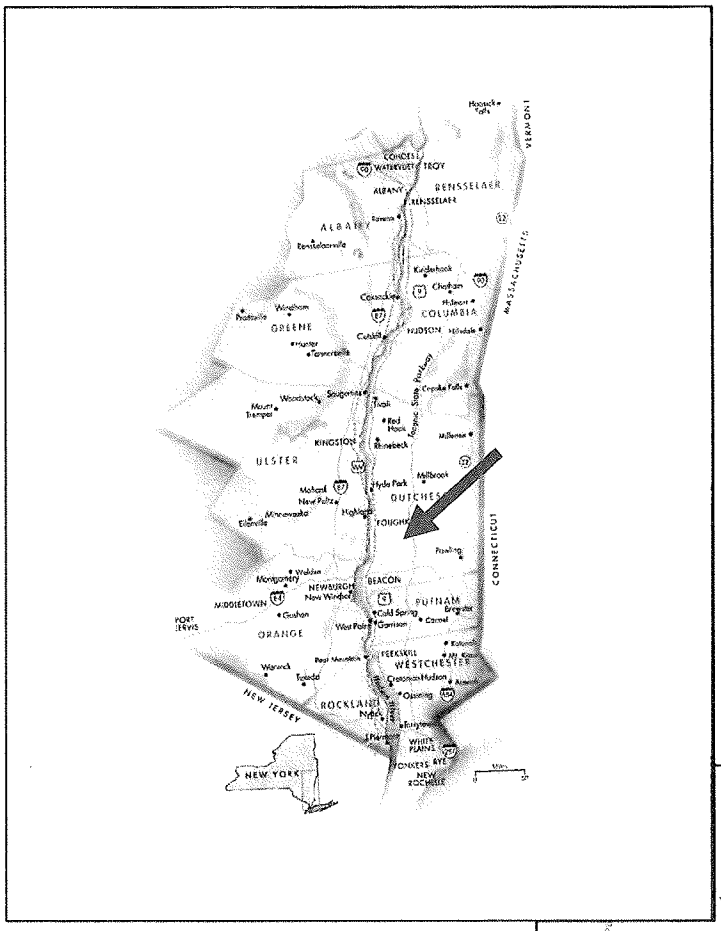
Al DeKrey, MAI
State Certified General Real Estate Appraiser No. 46-8839

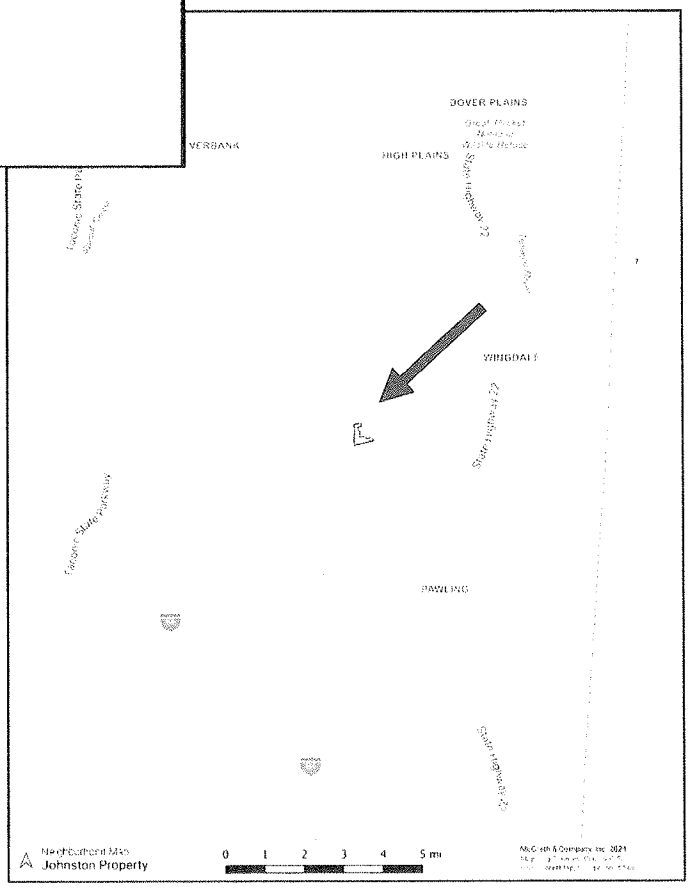
Date Signed: March 27, 2025

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property:	The property is four tax parcels that total 201.287 acres. There are about 125 acres of prime soils and soils of statewide importance for agriculture (62%) with 40% +/- of the property in hay and corn. The terrain is flat to rolling with about 24% of the property covered by floodplain and wetlands, including two large state and federally designated complexes. A 120-acre tract of forested land that includes a portion of the wetlands, divides the farm area into two locations. There are multiple potential building sites scattered around the agricultural land, some with good views of the neighborhood,. Three high voltage electrical lines border the western boundary with the smaller line within a 100-foot subject easement corridor.
Client:	Dutchess Land Conservancy, Inc. (DLC)
Intended Users:	Client Natural Resources Conservation Services (NRCS)
Intended Use of the Appraisal:	The appraisal will used for grant purposes as part of an application to the Agricultural Land Easement component of the USDA NRCS Agricultural Conservation Easement Program (ACEP-ALE).
Property Owner:	Jay Stanley Domin and Stanley John Domin
Deed Reference:	Deed Book 1550, Page 30 (December 31, 1980) Deed Book 1574, Page 486 (February 19, 1982)
Title Report:	A title report was provided by the Client and is retained in our office fiel.
Location: Town/County/State:	253 Freedom and 234 Rombout Roads LaGrange, Dutchess, New York (see general location maps on the following page)
Legal Description:	A metes and bounds legal description is included in the site description.
Tax Map Reference:	6362-04-671168 6362-04-844138 6462-03-030054 6462-03-047028
Use of Property:	Agricultural, forestry and outdoor recreation.
Property Area:	201.287 acres per survey.

LOCATION MAPS





Zoning:	The property is zoned Residential Low Density (120,000 SF minimum lot size).
Highest and Best Use, Before:	A minor subdivision of four lots or less for the development of rural residences as allowed by the Town Zoning Code and Subdivision Regulations; agriculture, commercial forestry and outdoor recreation.
Highest and Best Use, After:	Development of a principal residence, accessory and agricultural structures within the Farmstead building envelope as permitted by the easement; and agriculture, forestry and outdoor recreation within the Farm Areas and Resource Preservation Areas.
Dates of Inspection:	August 19, 2022 and March 20, 2025
Effective Date of Value:	March 20, 2025

Opinions of Value:

Before Easement Value:	$1,912,227	($9,500/acre)
After Easement Value	$1,107,079	($5,500/acre)
Value of the Easement:	**$ 805,148**	**($4,000/acre)**

Hypothetical Condition:	In the valuation, I assumed that the restrictions of the proposed easement were in effect as of the date of appraisal, when in fact they are not. I was provided a final draft of the Conservation Easement prepared by the Dutchess Land Conservancy (DLC). It is included in the Addenda and discussed in the report. A more restrictive or liberal change in the easement agreement may result in a change in the value of the partial rights appraised. The use of this hypothetical condition was approved by the NRCS.
Extraordinary Assumptions:	The value estimates are predicated on the assumption that there is no hazardous material on or in the property or improvements that would cause a loss in value. We are, however, not experts in recognizing such conditions and recommend that interested parties engage an environmental expert to survey their property. In the appraisal I assumed a "clean site."

SCOPE OF THE APPRAISAL

The scope of the appraisal encompasses the research, and the extent of the analyses required to prepare an appraisal in accordance with the intended use of the report, and in compliance with the Code of Professional Ethics and the Standards of Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report is also intended to comply with Specifications and Scope of Work for Appraisals of Real Property for the Agricultural Land Easement component of the USDA NRCS Agricultural Conservation Easement Program (ACEP-ALE).

The appraisal is a partial acquisition case appraisal.

A before and after method of appraising the property was used to arrive at my estimated conservation easement value conclusion. In the before analysis the acreage was considered as unrestricted property, with all development and property rights intact. In the after analysis the property was considered as impacted and as benefited by the terms of the proposed conservation easement. The value of the conservation easement is estimated as the difference between the before and after values.

The scope of the appraisal included the following. The property was originally inspected on August 19, 2022 by Al DeKrey, accompanied by Erin Hoagland and Emily Kelderhouse of the Conservancy (2022) and property owner Jay Domin. The method of inspection was by driving the property's interior trails. I reinspected the interior and road frontage on March 20, 2025. The reinspection was completed by walking the fields and woods. I discussed the property with property owner Stanly Domin at the site on March 20, 2025. The owners gave permission to appraise the property.

Basic information pertaining to the land such as the acreage, the quality of the soil, the extent of wetlands, topography, real estate assessments, zoning, availability of utilities, etc. was researched and analyzed.

Market information pertaining to the sale of residential, agricultural and wooded land was researched and analyzed. I researched the immediate subject neighborhood, surrounding towns and comparable locations in Dutchess County for recent comparable sales of easement 7restricted and unrestricted property. I selected representative comparable sales and prepared adjustment grids for the before and after valuation scenarios.

There are three traditional approaches to estimating value: the income capitalization approach, the sales comparison approach and the cost approach. The subject was appraised as agricultural and vacant land. The cost and income approaches are typically not applied for valuation of the property type in NYS. The two approaches were not used. The sales approach is the preferred method of valuation.

The sales comparison approach is a process of comparing prices paid for comparable or similar properties, which have recently sold. The comparable data is then compared to the subject property with an adjustment grid, with appropriate adjustments applied to account for any differences between the comparable sales and the subject. Such differences may involve date of sale, location, zoning, physical characteristics, construction quality, land size, accessibility to utilities, etc.

The current and most recent economic and real estate market conditions were researched, analyzed, and considered in the valuation.

APPRAISAL ISSUES

The subject property is vacant residential, agricultural land and a private forest. An extensive search was made for sales of comparable tracts with similar physical characteristics. There have been few recent unrestricted or restricted sales of similar property in the subject market area. The lack of sales is a dilemma for the appraiser. If there are only a few or no sales, appraisal guidance recommends expanding the geographic area of the search and going back in time. I did both.

I expanded the time horizon and searched adjoining and nearby towns in Duchess County and found an adequate number of sales to consider in both the before and the after valuations.

There are no issues of enhancement. The contiguous parcel rule is not applicable.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the market value of the fee interest of the real property before the encumbrance of a proposed conservation easement and after the restrictions of the easement are in effect.

PROPERTY RIGHTS AND/OR INTEREST APPRAISED

In the before valuation, the property is appraised in fee simple. **Fee Simple** is defined as: 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.

Source: The Dictionary of Real Estate Appraisal, 7th Edition, Appraisal Institute, Chicago, Illinois, 2022

Conservation Easement – The subject will be restricted by a proposed conservation easement. A final draft copy of the easement is included in the Addenda and discussed in the report. A conservation easement is a deeded legal agreement between a willing landowner and a qualified organization, such as the Dutchess Land Conservancy, that permanently protects a property's agricultural, forestry and conservation values by restricting the type of development that can occur on the land. Easements are legal divisions of real property, which convey use, but not ownership. The landowner retains ownership of the land and has the right to sell, lease, gift, and transfer it, as well as use if for all purposes not otherwise restricted in the deed of conservation easement.

The development potential of a property is often referred to as its development rights. A development right is commonly defined as the right to build on a property, subject to the public's right to restrict or otherwise regulate the use of the property. Through a conservation easement, development rights are typically transferred to the easement owner in exchange for compensation and/or a tax deduction.

DEFINITION OF MARKET VALUE

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

5. 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.

Source: Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC).

HYPOTHETICAL CONDITIONS

A hypothetical 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.

Source: 2024 USPAP, Appraisal Foundation

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is 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.

Source: 2024 USPAP, Appraisal Foundation

EXPOSURE TIME

A statement of exposure time is a USPAP requirement. It is an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. In my opinion, a reasonable exposure time would have been 12 to 36 months.

Source: 2024 USPAP, Appraisal Foundation

COMPETENCY DISCLOSURE

McGrath & Company has extensive experience in the appraisal and market analysis of a wide variety of agricultural, rural residential, conservation easement, subdivision and land development properties and commercial properties in the general area of this appraisal assignment. We have conducted appraisals of agricultural properties with and without conservation easements similar to that of the subject. We have been appraising properties similar to the subject property in the Eastern New York, Hudson Valley, Catskill and Adirondack regions for 40 years.

We are currently under contract to prepare conservation easement appraisals for the NYC DEP Land Acquisition Program and the Watershed Agricultural Committee in Ulster, Greene, Sullivan and Delaware Counties. We have prepared numerous conservation easement appraisals for private landowners and land trust such as the Dutchess Land Conservancy, Scenic Hudson, Columbia Land Conservancy, Hudson Highlands Conservancy, Agricultural Stewardship Association, Adirondack Land Trust, Open Space Conservancy, Winnakee Land Trust and others.

I hold the MAI designation awarded by the Appraisal Institute and am a State Certified General Real Estate Appraiser in the State of New York. I completed the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Course by McKissock Learning on March 3, 2024.

Domin Property
Conservation Easement

Beginning at the southeasterly corner of the herein described Conservation Easement at a point in the southwesterly line of Freedom Road (County Road 47) located at New York State Plane East Zone Coordinates of 1,045,488.12 feet North, by 678,645.81 feet East;

Thence along lands now or formerly of Rutkowski, described by deed recorded in Document No. 2-2010-5911, in part, and lands now or formerly of Ipoll Realty Corp., described by deed recorded in Liber 1095 of Deeds at page 655, in part,

South 78°58'24" West for 354.48 feet to the east end of a stone wall,
South 79°10'44" West for 188.45 feet to a point in said wall,
South 80°19'58" West for 192.32 feet to the west end of said wall,
South 82°03'40" West for 199.36 feet to a Central Hudson Gas & Electric marker,
South 81°09'10" West for 562.89 feet partly along a stone wall to the west end of said wall,
South 84°59'48" West for 73.03 feet to the east end of a stone wall,
South 83°31'00" West for 102.62 feet to a point in said wall,
South 78°48'22" West for 190.80 feet partly along said wall and the range thereof to the east end of a stone wall,
South 86°21'41" West for 42.39 feet to a point in said wall,
South 79°03'13" West for 157.18 feet to a point in said wall,
South 73°39'15" West for 53.90 feet to a corner of said wall,
North 70°51'11" West for 53.31 feet to a stone wall corner,
North 79°59'54" West for 363.88 feet to a point in said wall, and
North 78°49'00" West for 100.14 feet to a stone wall corner;

Thence along lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2016-2225,

North 79°52'45" West for 85.47 feet to a point in said wall,
North 78°18'00" West for 741.44 feet to a point in said wall,
North 76°52'24" West for 86.33 feet to a point in said wall,
North 78°51'07" West for 504.24 feet to a wall corner,
North 79°17'22" West for 108.21 feet to a point in said wall,
North 77°27'50" West for 155.95 feet to a point in said wall,
North 79°19'38" West for 159.02 feet, and
North 78°21'20" West for 328.98 feet to a point at or near the west end of said wall;

Thence along lands now or formerly of Con Edison Company of New York, described by deed recorded in Liber 517 of Deeds at page 396,

North 0°57'08" East for 2681.43 feet to a point in a stone wall;

Thence along lands now or formerly of Bilmar Nurseries, Inc., described by deed recorded in Liber 1922 of Deeds at page 58,

North 76°24'08" East for 103.31 feet to an iron rod found in said wall;

Thence along lands now or formerly of Reilly, described by deed recorded in Document No. 2-2022-2123,

North 77°30'39" East for 61.42 feet to a point in said wall,
North 75°28'49" East for 160.58 feet to a point in said wall,
North 80°15'11" East for 96.63 feet to a point in said wall, and
North 77°15'24" East for 100.23 feet to a point in said wall;

Thence along lands now or formerly of Castillo, described by deed recorded Document No. 2-2023-52566,

North 79°05'29" East for 167.72 feet to a point in said wall;

Thence along lands now or formerly of Sonnenberg, described by deed recorded in Document No. 2-2024-1268,

North 67°58'24" East for 65.15 feet to a point in said wall,
North 77°58'56" East for 41.90 feet to a point in said wall,
North 72°23'23" East for 23.99 feet to a point in said wall, and
North 58°47'56" East for 48.53 feet to a stone wall corner;

Thence along lands now or formerly of NG, described by deed recorded in Document No. 2-2014-6211, in part, lands now or formerly of Graham, described by deed recorded in Document No. 2-2002-3524, in part, and lands now or formerly of The Wetland Trust, Inc., described by deed recorded in Document No. 2-2024-3366,

South 34°10'39" East for 26.92 feet to a point in said wall,
South 30°04'41" East for 228.61 feet to the south end of said wall,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet to the north end of a stone wall
South 13°17'07" East for 41.43 feet to a point in said wall,
South 28°38'20" East for 20.87 feet to a point in said wall,
South 16°39'41" East for 51.41 feet to the south end of said wall,
South 24°39'03" East for 43.52 feet to the north end of a stone wall,
South 21°58'09" East for 111.13 feet to a point in said wall,
South 18°09'39" East for 54.63 feet to a point in said wall,
South 24°38'35" East for 42.76 feet to a point in said wall, and leaving said wall,
North 41°03'30" East for 1380.67 feet to an iron rod set;

Thence along the westerly line of Rombout Road,

South 27°46'38" East for 90.03 feet,
South 24°52'38" East for 324.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet;

Thence along lands now or formerly of Garrison, described by deed recorded in Document No. 2-2022-5193,

South 8°39'02" West for 1421.95 feet to an iron rod set,
South 47°44'35" East for 304.00 feet to an iron rod found, and
North 83°58'15" East for 205.00 feet to an iron rod found;

Thence along lands now or formerly of Zwinscher, described by deed recorded in Liber 1807 of Deeds at page 508

North 83°58'15" East for 470.02 feet;

Thence along lands now or formerly of Leight & Percival, described by deed recorded in Liber 1663 of Deeds at page 668, in part, lands now or formerly of Getzman & Estevez, described by deed recorded in Document No. 2-2020-52201, in part, and lands now or formerly of Lucas & Toni, described by deed recorded in Liber 1585 of Deeds at page 689, in part,

South 26°46'26" East for 688.00 feet to an iron rod found, and
North 77°04'44" East for 668.63 feet;

Thence along the westerly line of the earlier mentioned Freedom Road,

South 22°03'06" East for 5.00 feet,
South 34°23'06" East for 103.60 feet,
South 40°07'26" East for 118.33 feet to the base of a broken-off metal fence post, and
South 40°07'26" East for 452.46 feet to the point or place of beginning;

Containing 201.287 acres.

Resource Protection Area 1

Beginning at the southeast corner of the herein described Resource Protection Area 1 located at New York State Plane East Zone Coordinates of 1,045,375.17 feet North, by 675,368.42 feet East;

Thence around said Area,

North 78°18'00" West for 128.92 feet,
North 76°52'24" West for 86.33 feet,
North 78°51'07" West for 504.24 feet,
North 7°02'42" East for 685.46 feet,

North 8°16'16" West for 691.05 feet,
South 85°18'22" West for 287.19 feet,
North 56°03'36" West for 112.33 feet,
North 0°37'31" West for 214.35 feet,
North 14°49'01" East for 739.22 feet,
North 29°55'25" East for 539.69 feet,
North 24°08'06" West for 195.97 feet,
North 67°58'24" East for 65.15 feet,
North 77°58'56" East for 41.90 feet,
North 72°23'23" East for 23.99 feet,
North 58°47'56" East for 48.53 feet,
South 34°10'39" East for 26.92 feet,
South 30°04'41" East for 228.61 feet,
South 28°34'04" East for 53.93 feet,
South 29°14'31" East for 160.30 feet,
South 38°51'41" East for 64.50 feet,
South 27°46'31" East for 91.57 feet,
South 34°24'11" East for 80.24 feet,
South 26°40'14" East for 168.14 feet,
South 13°17'07" East for 41.43 feet,
South 28°38'20" East for 20.87 feet,
South 16°39'41" East for 51.41 feet,
South 24°39'03" East for 43.52 feet,
South 21°58'09" East for 111.13 feet,
South 18°09'39" East for 54.63 feet,
South 24°38'35" East for 42.76 feet,
South 2°14'13" East for 781.33 feet,
South 1°37'17" West for 525.58 feet,
South 38°51'19" East for 218.70 feet, and
South 14°41'10" West for 635.77 feet to the point or place of beginning;
Containing 53.156 acres.

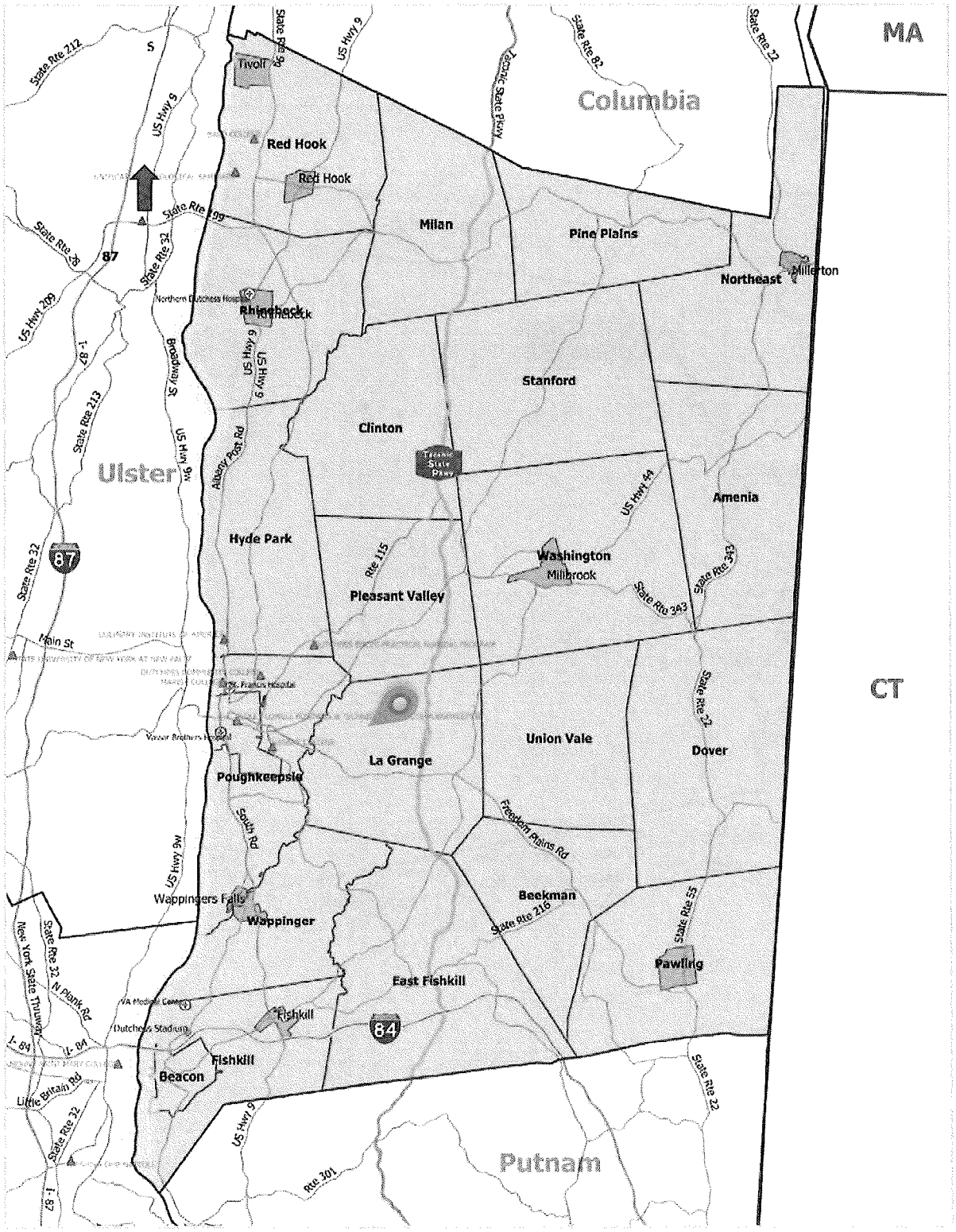
Resource Protection Area 2

Beginning at the northeast corner of the herein described Resource Protection Area 2 located at New York State Plane East Zone Coordinates of 1,048,018.74 feet North, by 676,573.54 feet East;
Thence around said Area,
South 8°39'02" West for 1421.95 feet,
South 47°44'35" East for 304.00 feet,
South 2°27'07" West for 499.22 feet,
South 37°16'54" West for 125.13 feet,
North 25°35'40" West for 145.75 feet,
North 2°38'02" East for 420.18 feet,
North 22°41'14" West for 270.90 feet,
North 6°16'14" East for 136.98 feet,
North 12°32'25" West for 306.22 feet,
North 4°38'31" West for 441.92 feet,
North 22°22'12" West for 455.44 feet,
North 33°33'57" East for 519.49 feet,
South 24°52'38" East for 228.66 feet,
South 33°28'58" East for 82.16 feet, and
South 55°01'19" East for 80.61 feet to the point or place of beginning;
Containing 10.722 acres.

Farmstead Area

Beginning at the southwest corner of the herein described Farmstead Area located at New York State Plane East Zone Coordinates of 1,045,299.58 feet North, by 677,236.61 feet East;
Thence around said Area,
North 2°57'03" West for 408.21 feet,
North 60°20'23" East for 308.03 feet,
South 26°49'53" East for 178.35 feet,
North 75°20'34" East for 468.56 feet,
North 7°08'20" East for 102.02 feet,
North 77°04'44" East for 141.40 feet,
South 16°49'01" East for 132.80 feet,
South 15°24'58" West for 106.11 feet,
South 12°24'55" East for 269.48 feet,
South 80°54'53" West for 1011.81 feet to the point or place of beginning;
Containing 9.500 acres.

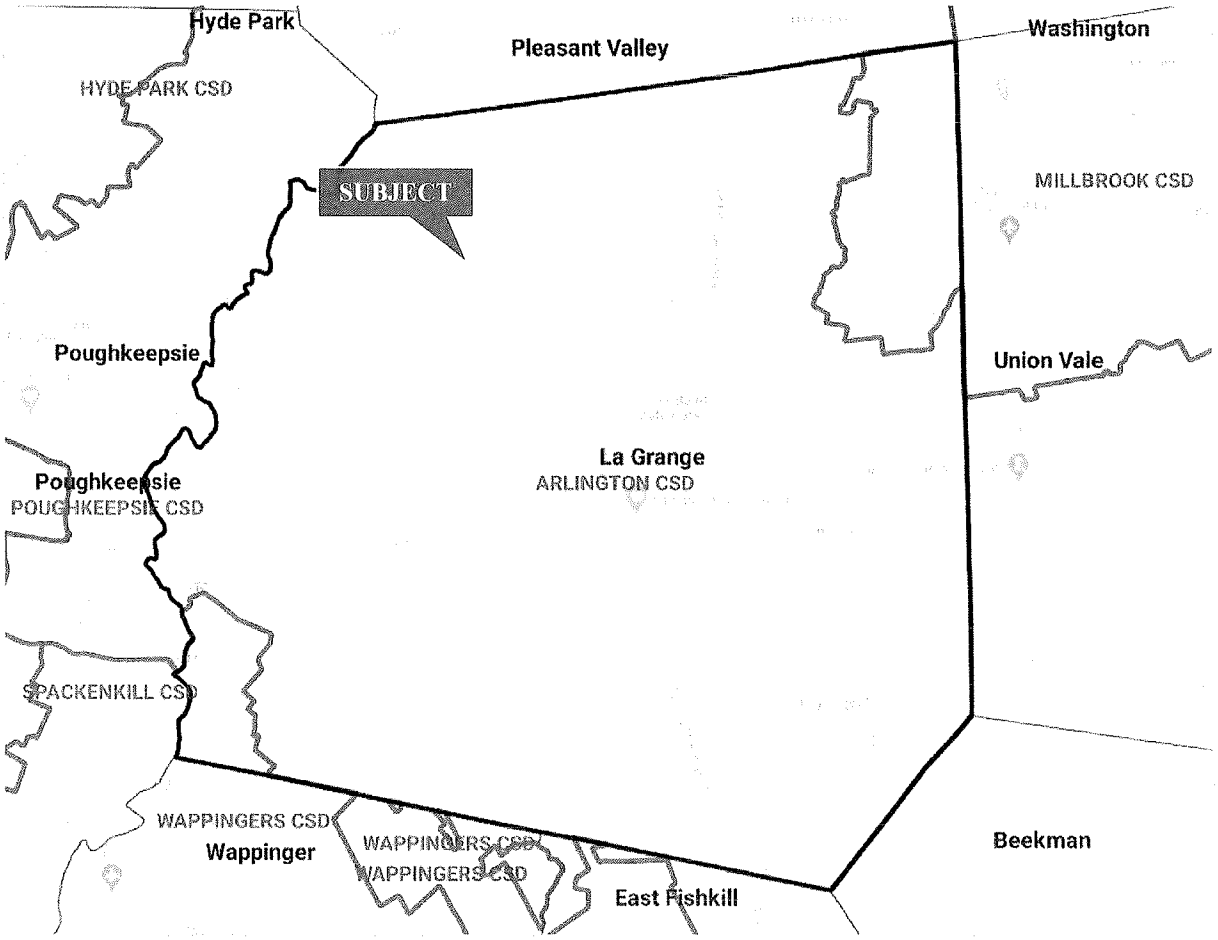
Dutchess County



Town of LaGrange, Dutchess County, New York

OVERVIEW

The Town of LaGrange comprises an area of approximately 39 square miles with a Census 2020 population of 15,574. This is about the same as the 15,688 residents counted in the 2010 census. Both the county and state lost population during the decade (+/- 1%). LaGrange is Located in central Dutchess County, bordered on the west by the Town of Poughkeepsie, on the east by the Towns of Union Vale and Beekman, on the north by the Town of Pleasant Valley and on the south by the Towns of East Fishkill and Wappinger.



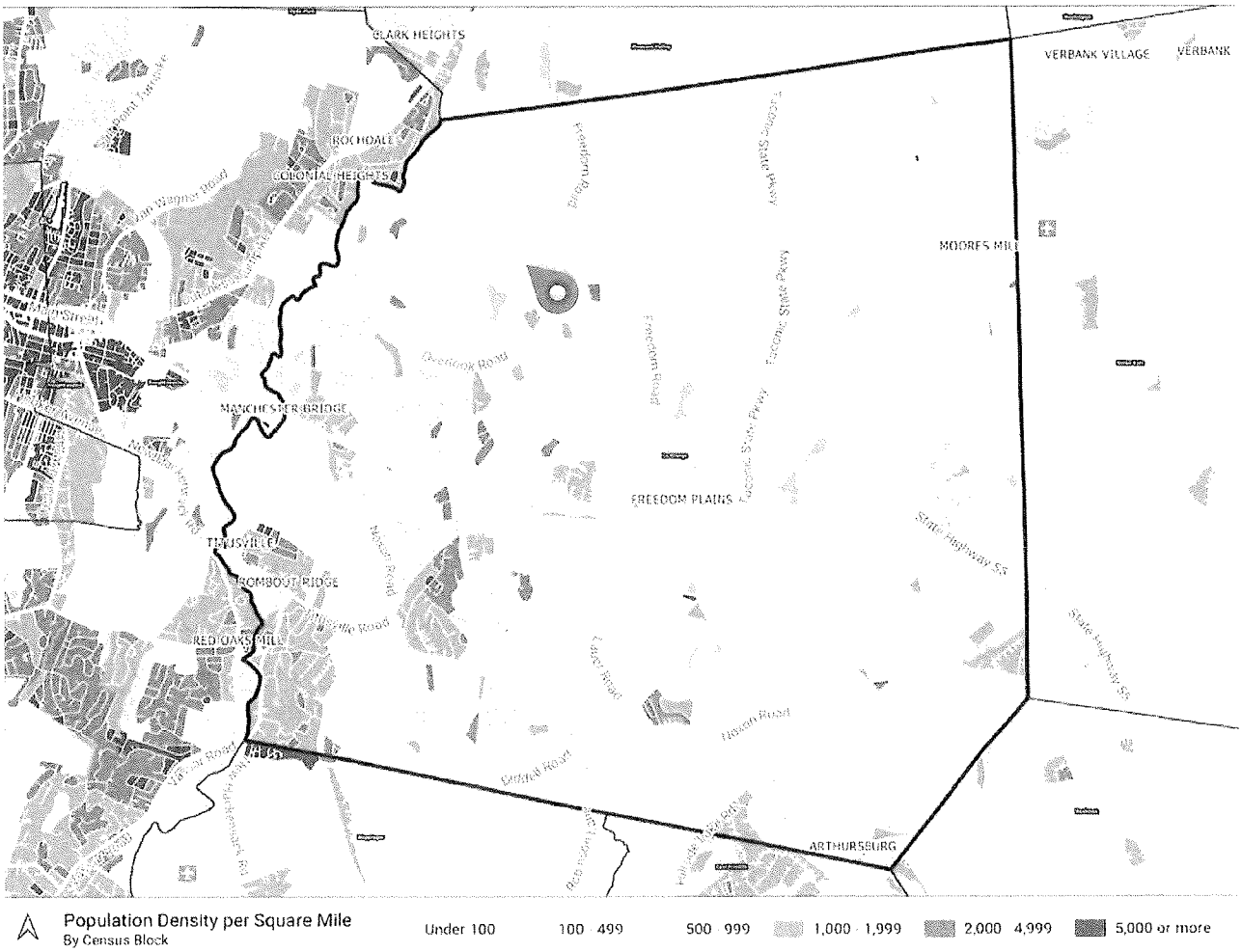
KEY FACTS

STATE	New York	RANKINGS (IN)	DUTCHESS COUNTY	NEW YORK
COUNTY	Dutchess	LARGEST POPULATION	7 of 23	142 of 881
METRO AREA	New York Area	HIGHEST MEDIAN INCOME	1 of 23	18 of 881
ZIP CODES	12533, 12540, 12569, 12590, 12603	HIGHEST MEDIAN AGE	10 of 23	395 of 881
SCHOOL DISTRICTS	Arlington, Millbrook, Wappingers			
NEIGHBORING TOWNS	Beekman, East Fishkill, Pleasant Valley, Poughkeepsie, Union Vale, Wappinger, Washington			
NEARBY TOWNS	Clinton, Dover, Esopus, Fishkill, Hyde Park, Lloyd, Marlborough, Pawling, Plattekill			

DEMOGRAPHIC TRENDS

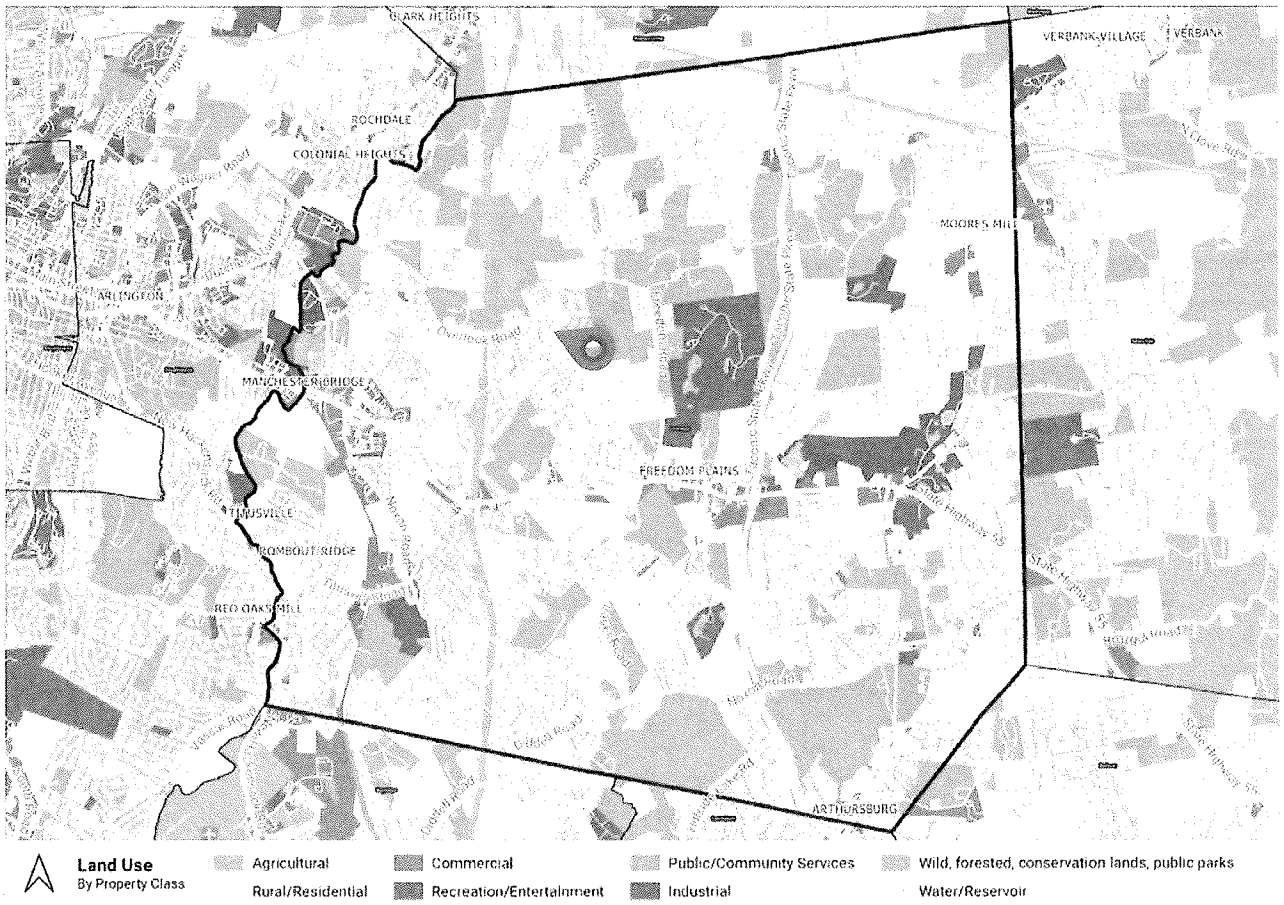
	Town of LaGrange			Dutchess County			New York State		
	2010	2015	2020	2010	2015	2020	2010	2015	2020
Total Population	15,688	15,750 0.4% Δ	15,574 -1.1% Δ	296,152	296,928 0.3% Δ	293,524 -1.1% Δ	19,229,752	19,673,174 2.3% Δ	19,514,849 -0.8% Δ
Housing Units	5,469	5,561 1.7% Δ	5,746 3.3% Δ	116,946	118,996 1.8% Δ	121,161 1.8% Δ	8,050,835	8,171,725 1.5% Δ	8,362,971 2.3% Δ
Median Household Income	$97,799	$102,051 4.3% Δ	$114,495 12.2% Δ	$69,838	$71,904 3.0% Δ	$81,842 13.8% Δ	$55,603	$59,269 6.6% Δ	$71,117 20.0% Δ
Median Age	40.8	43.3 6.1% Δ	42.7 -1.4% Δ	39.4	41.2 4.6% Δ	42.5 3.2% Δ	37.7	38.1 1.1% Δ	39.0 2.4% Δ

POPULATION DENSITY



LAND USE/GEOGRAPHY

Much like the rest of the county, LaGrange is semi-rural, characterized primarily by residential subdivisions and large tracts of agricultural lands. The central and western portions of the town are more densely populated and characteristically suburban with active commercial districts, benefitted by NYS Route 55 which traverses the town's geographical area in an east-west course. Commercial and Industrial development is primarily concentrated along the NYS RT-55 corridors, as well as Route 376.



TRANSPORTATION

The major highways in the town are Route 55 and Route 82 both providing access to the City of Poughkeepsie and other surrounding communities as well as connecting to the Taconic State Parkway, a widely used commuter link in Dutchess County. Other main roads include County Roads #21, #44 and #47. Travel time to major employment centers is adequate. For example, White Plains and Danbury, CT are within an hour; and New York City is 75 miles or 90 minutes by car. Commuter rail is available via Metro North's New Hamburg station, offering daily access between Manhattan and Poughkeepsie; The County bus system affords localized travel, with U.S. 9 being a primary route. The Hudson Valley Regional Airport, the largest operating airport in Dutchess County, is situated on 640 acres, along State Route 376 in the Town of Wappinger.

Average Commute Times, Town of LaGrange

Less than 10 minutes	8.3 %
10 to 14 minutes	9.3 %
15 to 19 minutes	14.4 %
20 to 24 minutes	15.3 %
25 to 29 minutes	5.7 %
30 to 34 minutes	8.5 %
35 to 44 minutes	6.5 %
45 to 59 minutes	12.4 %
60 or more minutes	**19.6** %
Mean Travel Time to Work (minutes)	35.3

TOTAL WORKERS BY INDUSTRY, TOWN OF LAGRANGE

Total Workers By Industry, Town of LaGrange	
Agriculture, forestry, fishing and hunting, and mining:	39
Construction	340
Manufacturing	475
Wholesale trade	143
Retail trade	331
Transportation and warehousing, and utilities:	280
Information	85
Finance and insurance, and real estate and rental and leasing:	455
Professional, scientific, and management, and administrative and waste management services:	572
Educational services, and health care and social assistance:	1,580
Arts, entertainment, and recreation, and accommodation and food services:	385
Other services, except public administration	243
Public administration	465

Total Industry Workforce 2020	5,393
Total Industry Workforce 2010	5,297
% Change	1.8%

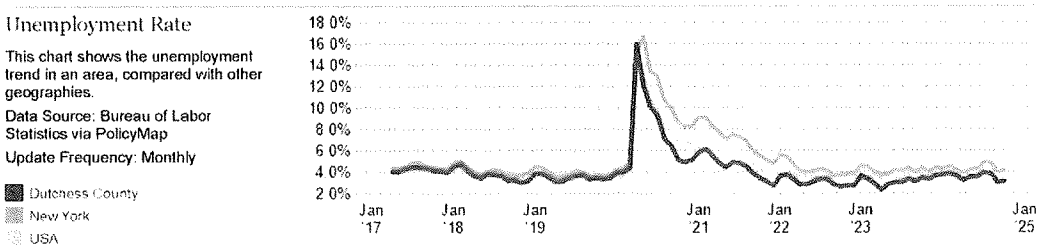
One Key MLS | Trade Area Report

Unemployment Rate

This chart shows the unemployment trend in an area, compared with other geographies.

Data Source: Bureau of Labor Statistics via PolicyMap

Update Frequency: Monthly

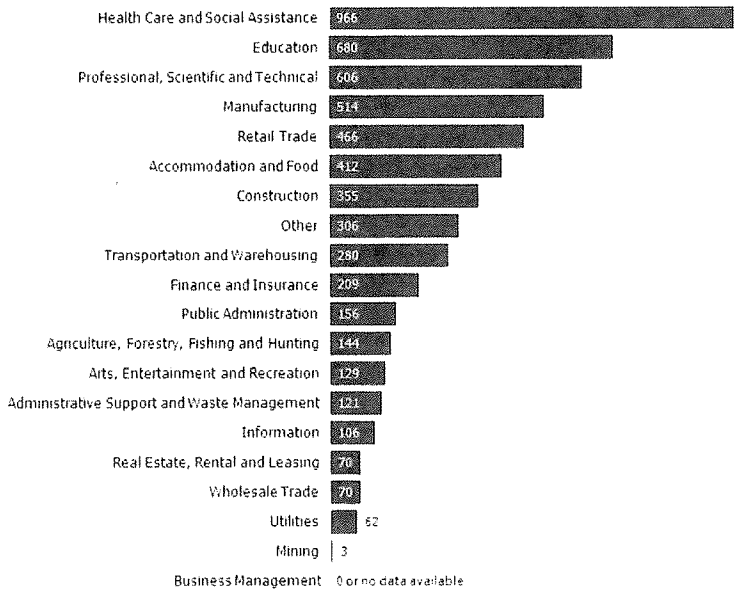


Employment Count by Industry

This chart shows industries in an area and the number of people employed in each category.

Data Source: Bureau of Labor Statistics via Esri, 2023

Update Frequency: Annually

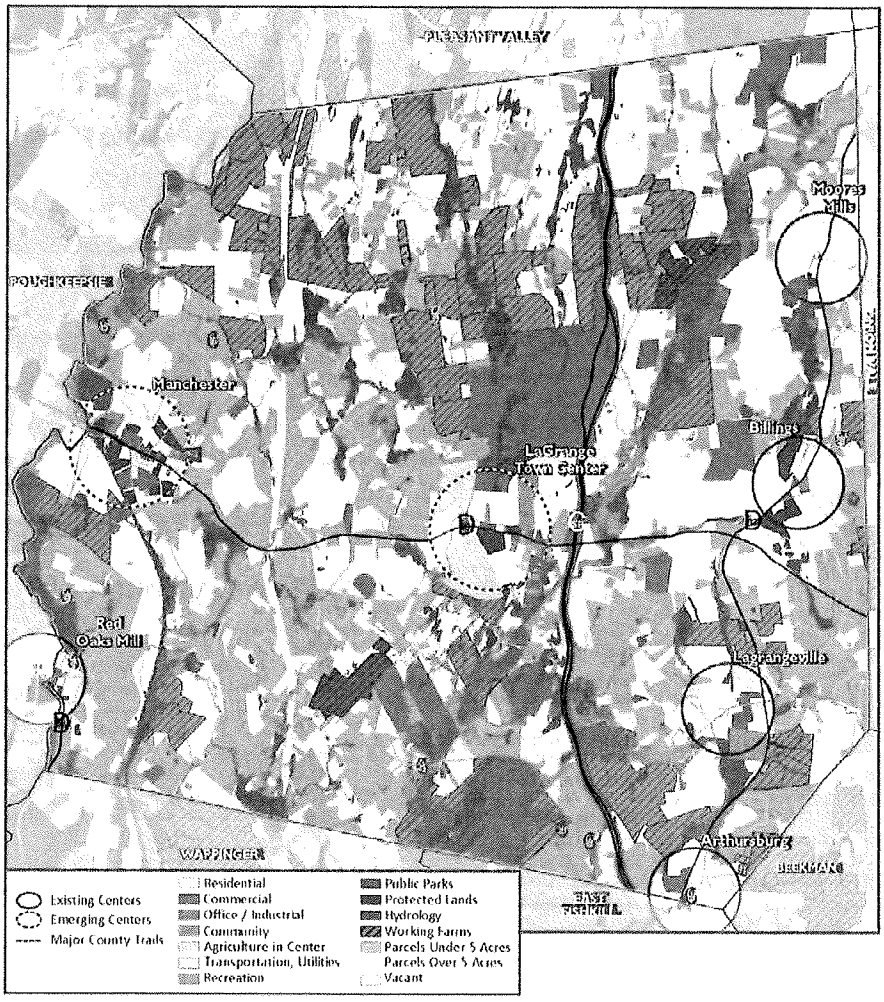


TOWN OF LAGRANGE PLANNING & DEVELOPMENT REPORT

The Town of LaGrange updated its Comprehensive Plan in 2005 and adopted its Zoning Law in 2006, with additional amendments in later years. The zoning recognizes an emerging Town Center, three gateway hamlets, and three smaller crossroads hamlets.

The population of the Town of La Grange is 15,723 while the population in the Centers is 1,454, or 9.2% of the total. Within the Centers are 414 residential, 60 commercial, 44 business/ industrial, 18 public, and 81 vacant properties, according to Real Property Tax records.

The LaGrange Town Center along Route 55 is designed to replace the commercial strip in Freedom Plains with a walkable, mixed-use center around the Arlington High School and Town Hall area. The Town Center was identified in the 1987 Plan, but was finally adopted into the zoning in 2003, along with design standards and an Illustrative Plan showing roundabouts to slow vehicles and eliminate traffic signals, a main street commercial character with a central civic green, a mix of housing types, and residential blocks to the south. A large proposal consistent with the plan was put on hold in the recent recession, but other aspects have been implemented, including the Route 55 roundabouts and a neighborhood grocery store.

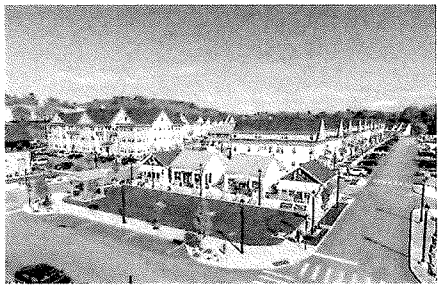


Manchester, Red Oaks Mill, and Arthursburg were designated as Gateway Hamlets in 2014. All three are located at major entrance points to the Town. Arthursburg forms the first impression off the Taconic State Parkway. Red Oaks Mill is primarily centered in the Town of Poughkeepsie, but includes commercial and residential uses in LaGrange. Manchester has the largest grouping of commercial and industrial uses in the Town, but has a wide highway streetscape,too many front parking lots, and very little pedestrian activity. New Gateway Hamlet design standards encourage infill development, pedestrian-friendly connections, screened parking lots, and a broader mix of uses to create a better business environment and more attractive entrances to the Town.

LaGrangeville, Billings, and Moores Mills are smaller historic hamlets in the eastern section of the Town. The zoning allows a limited range of residential, commercial and public uses, designed to encourage compatible new development, while maintaining their traditional hamlet scale and character.

Source: https://www.dutchessny.gov/Departments/Planning/docs/Green-Space-LaGrange.pdf

Eastdale Village in the northeasterly part of the Town of Poughkeepsie is about 1 ½ miles from the town line. Eastdale is one of the few new developments in the county in recent years. It was developed over the past several years as a new urban center with 400 luxury rental apartments and 120,000 square feet of restaurant, retail, Class A office and medical space. It is a unique walkable village type setting for mixed-use living that has been highly successful in attracting residents and commercial businesses. Additional apartments and commercial buildings are under construction and/or planned.

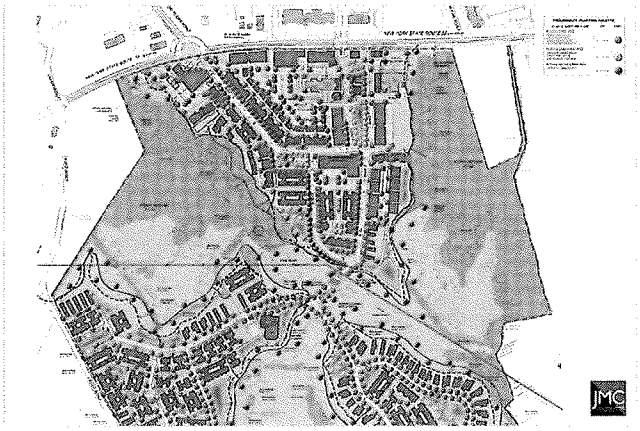


COMMERCIAL MARKET

During the late 1980s, the town experienced dramatic changes as a result of multiple commercial and residential developments. Retail centers and office parks such as Freedom Center, Lexington Plaza, LaGrange Town Square, and the Fishkill National Bank complex were constructed in LaGrangeville to create a Town Center. In addition, there are a number of other shopping centers or strip centers located throughout the town including Apple Valley Shopping Center and Arthursburg Center.

In the 1990's, a retail/office building in Billings and the Lagrange Commons shopping center in Arthursburg were completed to provide needed services to the more rural areas. Additional commercial development in the last decade includes a 40,000 square foot Hannaford's grocery store, the 17,000 square foot TEG credit union complex, the 20,000 square foot Titusville Plaza, and the 19,000 square foot Country Commons Plaza.

Expansion in the commercial market has been limited. The most recent construction was the new branch of the Hudson Valley Federal Credit Union on Route 55 in the town center. Prior commercial activity included the renovations and upgrades to the Apple Valley Shopping Center with new façade and an addition of Walgreens pharmacy. Recently, the owner of 35 Patrick Lane commenced construction of a new 20,000+ square foot office/industrial building.



Proposed development is the LaGrange Town Center (see graphic at left), a large-scale mixed-use project consisting of condominiums, townhouses, a hotel, office building and retail stores. However, this project has been delayed for many years. Another proposed project is a new Stewarts Shoppes at the junction of Routes 55 and 82.

HOUSING MARKET

As indicated by the One Key MLS February 2024 Local Market Update on the following page, the housing market remains dynamic. According to the report, the price of housing continues to appreciate, the number of listings and closed sales continues to decline. The days on market has declined significantly and the percent of ask price exceed 100% during the past 12 months.

CONCLUSION

No significant changes in the economy or real estate market are likely in the foreseeable future, although the housing market may decline given the current economic uncertainties. The town is generally regarded as stable in the current economy and real estate market.

Local Market Update – February 2025

Provided by OneKey® MLS

La Grange

Dutchess County

Single-Family Homes	February			Last 12 Months		
Key Metrics	2024	2025	% Change	Thru 2-2024	Thru 2-2025	% Change
New Listings	13	6	- 53.8%	222	189	- 14.9%
Closed Sales	10	5	- 50.0%	165	161	- 2.4%
Days on Market Until Sale	63	79	+ 25.4%	66	51	- 22.7%
Median Sales Price*	$370,500	$580,000	+ 56.5%	$441,150	$478,000	+ 8.4%
Percent of Original List Price Received*	95.5%	93.6%	- 2.0%	98.7%	100.2%	+ 1.5%
Inventory of Homes for Sale	38	24	- 36.8%	55	36	- 34.5%

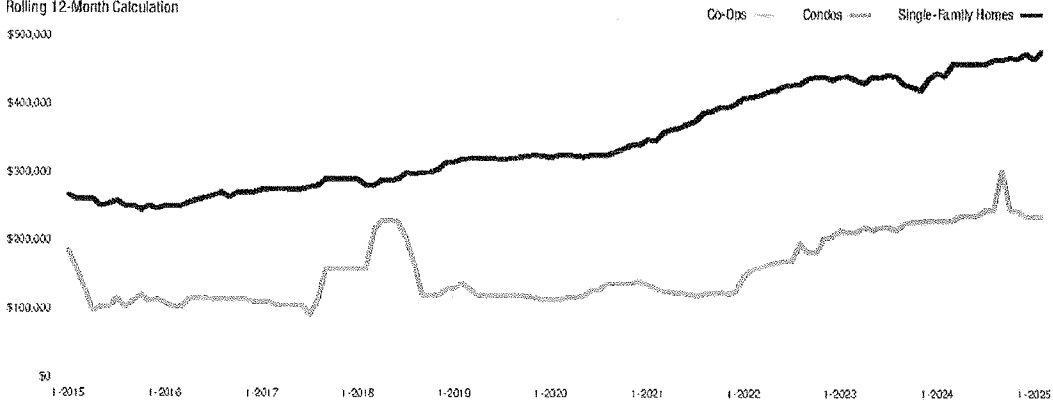
Condos	February			Last 12 Months		
Key Metrics	2024	2025	% Change	Thru 2-2024	Thru 2-2025	% Change
New Listings	0	0	0.0%	4	7	+ 75.0%
Closed Sales	0	0	0.0%	7	3	- 57.1%
Days on Market Until Sale	—	—	—	28	25	- 10.7%
Median Sales Price*	—	—	—	$230,000	$235,000	+ 2.2%
Percent of Original List Price Received*	—	—	—	104.4%	103.1%	- 1.2%
Inventory of Homes for Sale	0	0	0.0%	0	1	—

Co-Ops	February			Last 12 Months		
Key Metrics	2024	2025	% Change	Thru 2-2024	Thru 2-2025	% Change
New Listings	0	0	0.0%	0	0	0.0%
Closed Sales	0	0	0.0%	0	0	0.0%
Days on Market Until Sale	—	—	—	—	—	—
Median Sales Price*	—	—	—	—	—	—
Percent of Original List Price Received*	—	—	—	—	—	—
Inventory of Homes for Sale	0	0	0.0%	0	0	0.0%

* Does not account for sale concessions and/or down payment assistance. | Percent changes are calculated using rounded figures and can sometimes look extreme due to small sample size.

Historical Median Sales Price by Property Type

Rolling 12-Month Calculation

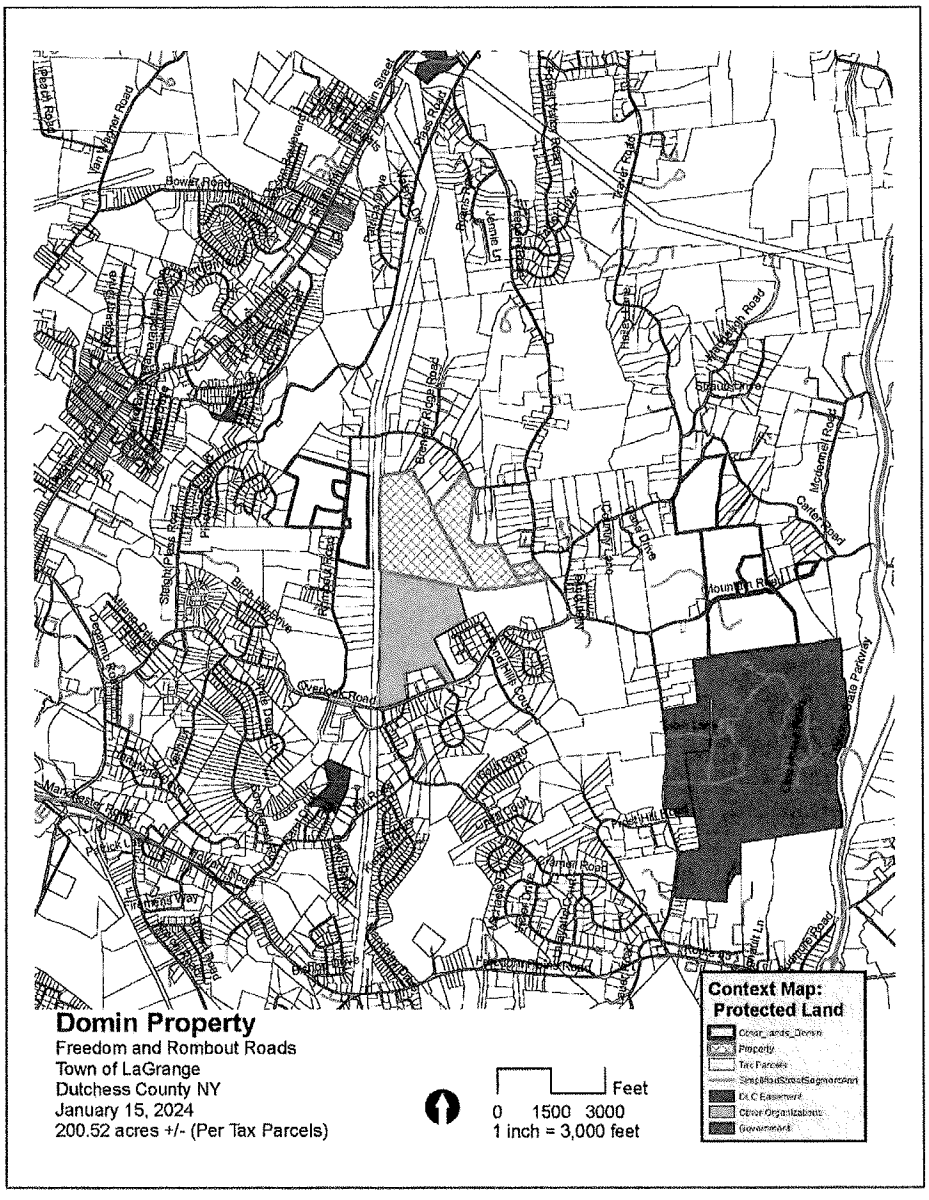


A rolling 12-month calculation represents the current month and the 11 months prior in a single data point. If no activity occurred during a month, the line extends to the next available data point.

Current as of February 7, 2025. All data from OneKey® MLS. Report © 2025 ShowingTime Plus, LLC.

NEIGHBORHOOD

The subject is located in a suburban residential neighborhood just east of the Town and City of Poughkeepsie, several miles south and east of the hamlet of Pleasant Valley and several miles west of the Taconic Parkway, a primary route between the Mid-Hudson and Metropolitan New York City. The neighborhood was historically a farming community. Numerous residential subdivision have been developed in the immediate neighborhood and in the surrounding towns following WW II. While some agricultural operations continue, much of the land has been converted to housing for local residents and in more recent years, second homes for NYC residents. The neighborhood has a well developed road network for connecting to NYC and work locations in the greater Poughkeepsie MSA.



The property borders additional acreage owned by Domin to the west that is commonly farmed with the subject land. A large, conserved wetland area and a vacant parcel borders the subject to the south. Residences on both small and larger lots border the subject to the north and east.

Although the neighborhood is largely built out, there are scattered undeveloped parcels which could be converted to housing when economic conditions improve.

Overall, the neighborhood was considered to be stable.

DESCRIPTION OF THE SUBJECT

The property is four tax parcels that total 201.287 acres. There are about 120 acres of prime soils and soils of statewide importance for agriculture (62%) with 40% +/- of the property in hay and corn. The terrain is flat to rolling with 24% of the property covered by floodplain and wetlands, including two large state and federally designated complexes. A 120-acre tract of forested land that includes a portion of the wetlands, divides the farm area into two locations. There are multiple potential building sites scattered around the agricultural land, some with good views of the neighborhood,. Three high voltage electrical lines border the western boundary with the smaller line within a 100-foot subject easement corridor. A site features map and photographs are included on the following pages.

Tax Lot #s: 6362-04-671168
6362-04-844138
6462-03-030054
6462-03-047028

Legal Description: See metes and bounds legal description on page 16.

Survey: I relied upon a survey dated January 10, 2025, prepared by Kirk Horton, L.S. The survey is reproduced in the discussion of the proposed conservation easement. See page 38.

Total Area: 201.287 acres per survey.

Shape: The site has an irregular configuration. It measures 3,270 feet in a north/south direction at the longest point of measurement and 4,725 feet in an east/west direction at its widest point of measurement.

Public Road: The property is located with 1,225 feet of non-contiguous public road frontage along he westerly side of Freedom and Rombout Roads. Freedom Road is a County maintained highway. Rombout Road is a town maintained neighborhood collector. Both roads are maintained in average to good condition past the subject frontage. They provide good access to the larger regional network of roads in the county.

Internal Access: There are two existing curb cuts, one off each public road. The interior is accessed by farm roads that provide good access to the fields. A woods trail connects the two farm areas. There are additional woods trails that provide access to the interior forest.

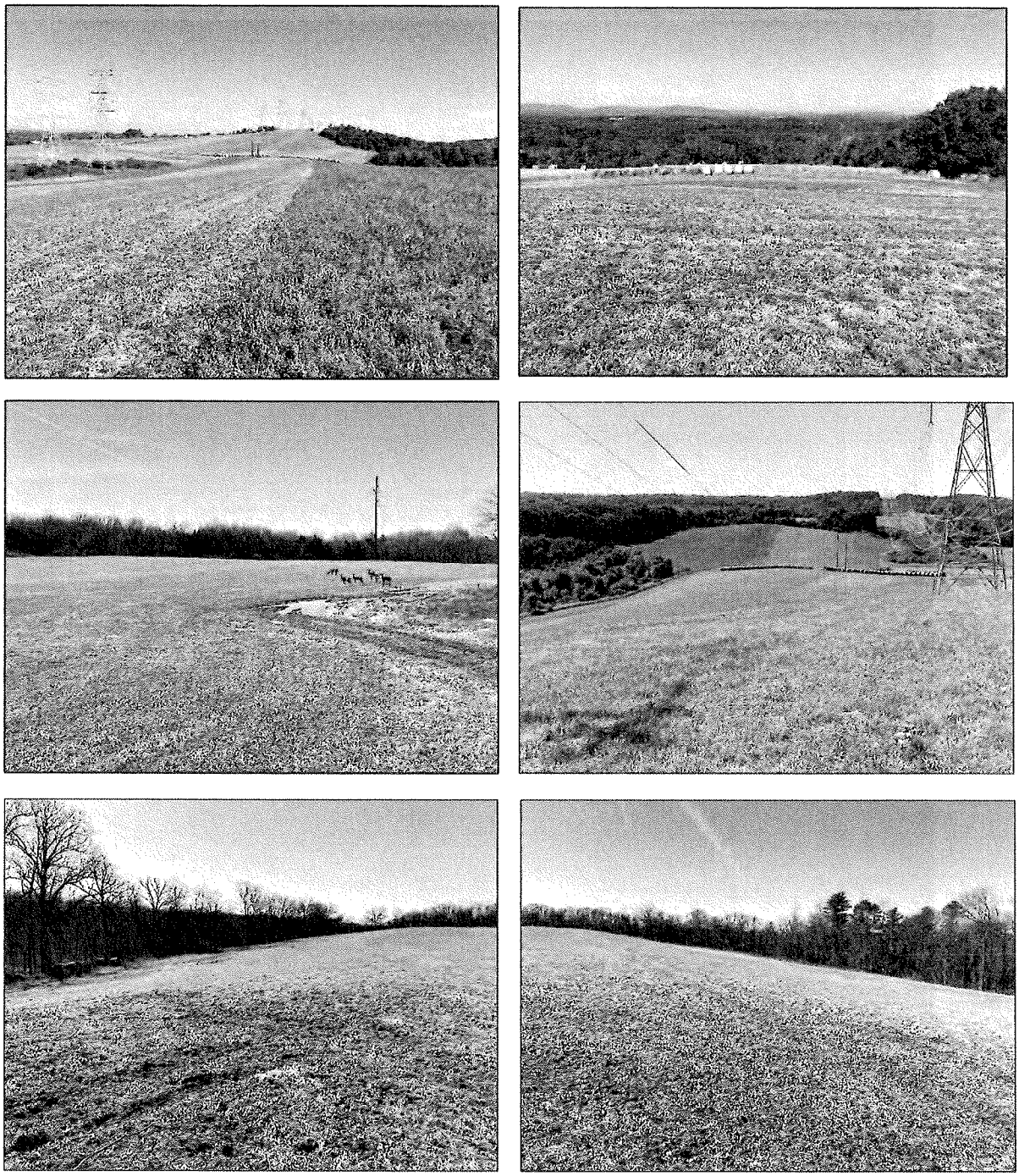
Topography: The interior is generally rolling with a wetlands depression that runs in a north/south direction and divides the farm fields.

PHYSICAL FEATURES MAP



SUBJECT PHOTOGRAPHS

See page 29 for a photograph location map showing site of picture and direction of view.



From the top left clockwise: 1) view of the subject from the southern end of the west field looking northerly, 2) partial view from the west field looking westerly, 3) view of the subject from the northern end of the west field looking southerly, 4) and 5) view of the central field – looking southerly from the north end near the Rombout Road frontage and 6) view of the east field just off Freedom Road. #1, 2 & 3 taken by Al DeKrey August 22, 2022 and 4,5 & 6 taken March 20, 2025.

SUBJECT PHOTOGRAPHS

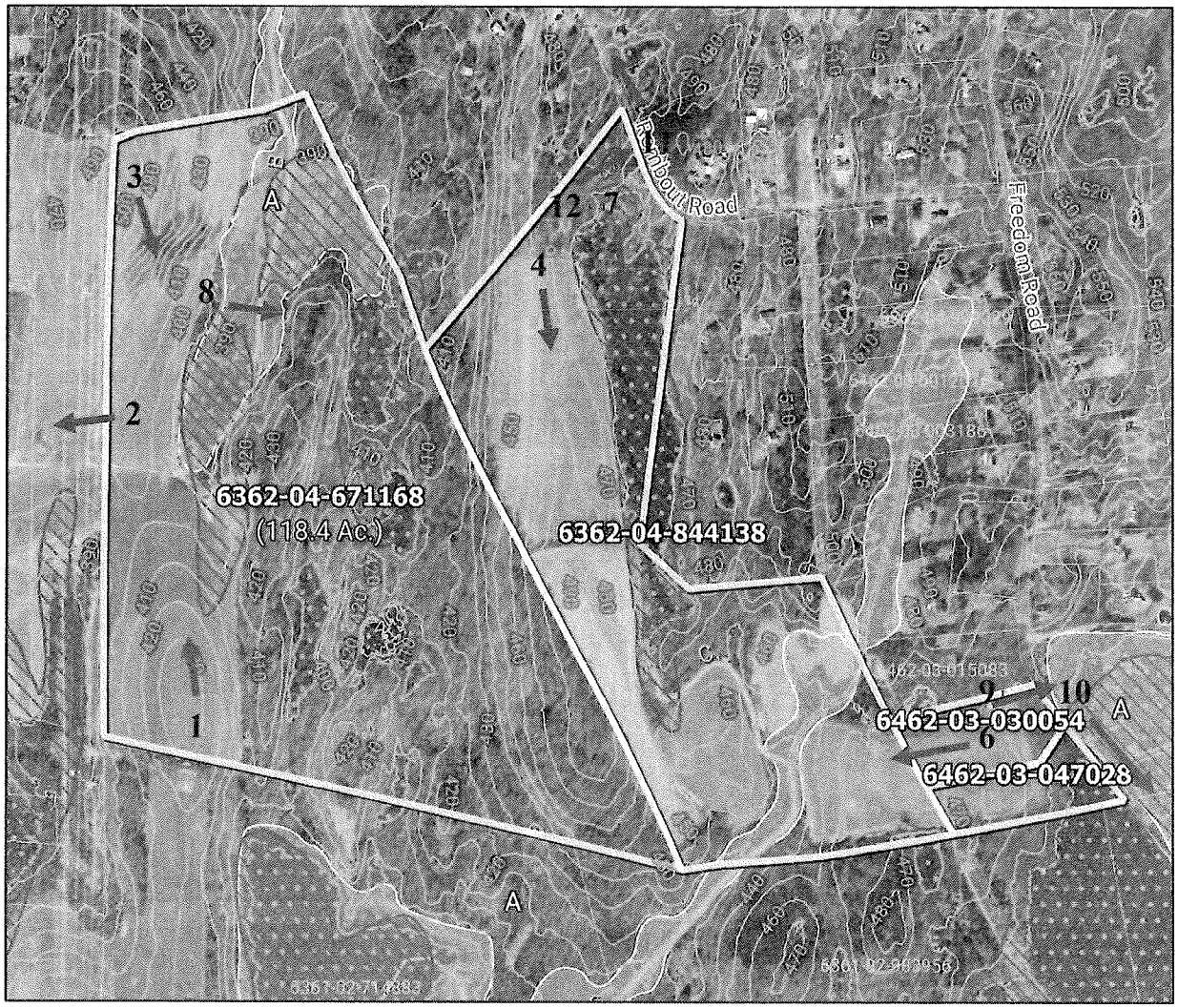







From the top left clockwise: 7) wetland near the Rombout Road frontage, 8) woods trail at the west field - looking easterly, 9) access off Freedom Road, 10) looking southerly along Freedom Road at the access, 11) looking northerly along Rombout Road at the access, 12) access off Rombout Road. #7 taken by Al DeKrey August 22, 2022. All other pictures taken by Al DeKrey March 20, 2025.

PHOTOGRAPH LOCATION MAP

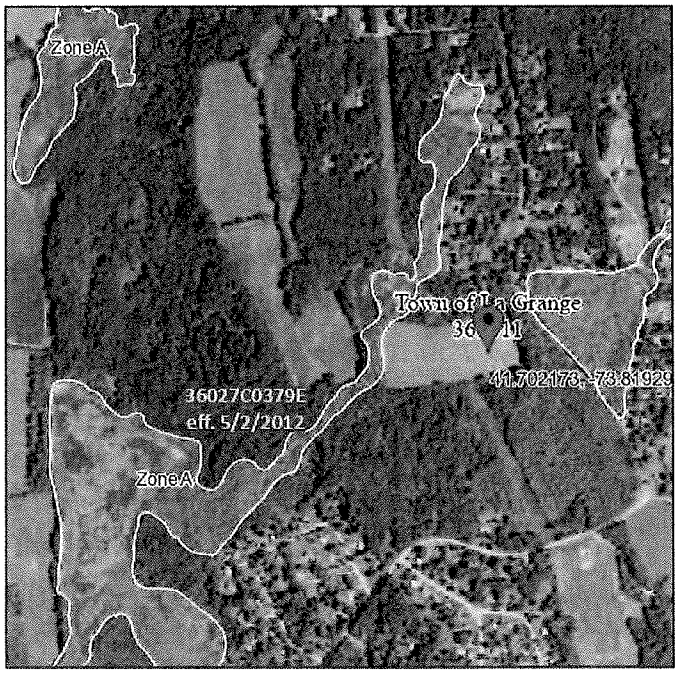


Topography Cont.: The high elevation of 500 feet is located in the NW corner of the property. The low elevation of 425 feet is located at the exit of the stream along the southern boundary. About 17% of the property has slopes exceeding 15%. They are located primarily along the central wetlands depression.

Views: There are views of the surrounding countryside and the Taconic Mountains to the east from the higher elevations of the westerly fields. These views are also, however, compromised by the power line crossings.

Water Character: There two wetland complexes. The easterly wetland area is drained by a stream that flows to a nearby wetland, the outlet of which meanders to Wappingers Creek approximately 1 ½ miles to the west. The westerly wetland drains to the north and is also a tributary of the Wappingers Creek, about one mile to the northwest.

Floodplain: The easterly stream is designated by FEMA as being within a Zone A Special Flood Hazard Area. The Flood Reference Map is #36027CO379E. A portion of the map is reproduced below. According to the proposed Conservation Easement 18 acres are designated by FEMA. According to FEMA, Zone A are areas that have a 1% probability of flooding every year (also known as the "100-year floodplain"), and where predicted flood water elevations have not been established.



Properties in Zone A are considered to be at risk of flooding. National Flood Insurance is required for all properties that have federally backed mortgages. Construction in these areas must also meet local floodplain zoning requirements. New construction in Zone A areas may also require submission of engineering cross-sections of the waterway to determine Base Flood Elevations, floodway and flood fringe boundaries.

Wetlands: There are two overlapping federal and NYS designated wetlands in the property interior. According to the proposed Conservation Easement, there are about 34 acres of NYS designated freshwater wetlands and 25 acres of National Wetlands Inventory wetlands. The wetland complexes are illustrated on the Site Features Map on page 26.

Freshwater wetlands as defined in article 24 of the New York State Environmental Conservation Law, mean lands and submerged lands commonly called marshes, swamps, sloughs, bogs and flats supporting aquatic or semi-aquatic vegetation. The intent of the wetlands designation is to preserve, protect and conserve freshwater wetlands and the benefits derived from them. Regulations including a buffer are in effect.

As of January 1, 2025 the identification of an appropriate buffer is based on a field determination, not the 100 foot buffer established by historical mapping. A permit is required for any project proposing to drain, dredge, excavate, fill, build a structure or obstruction within, or otherwise disturb a designated freshwater wetland and buffer around the wetland.

While New York State's Freshwater Wetlands Act generally regulates activities that impact wetlands, certain normal agricultural activities within and adjacent to wetlands are exempt from requiring permits, but filling, clear-cutting, and construction of non-agricultural structures are not.

Federal wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. The use of federal wetlands may require a 404 permit from the U.S. Corps of Engineers under jurisdiction of the federal Clean Water Act, as subsequently amended.

Total Wet Area: The designated floodplain and wetland areas overlap. The total wet area is about 48.5 acres or 21% of the total property area.

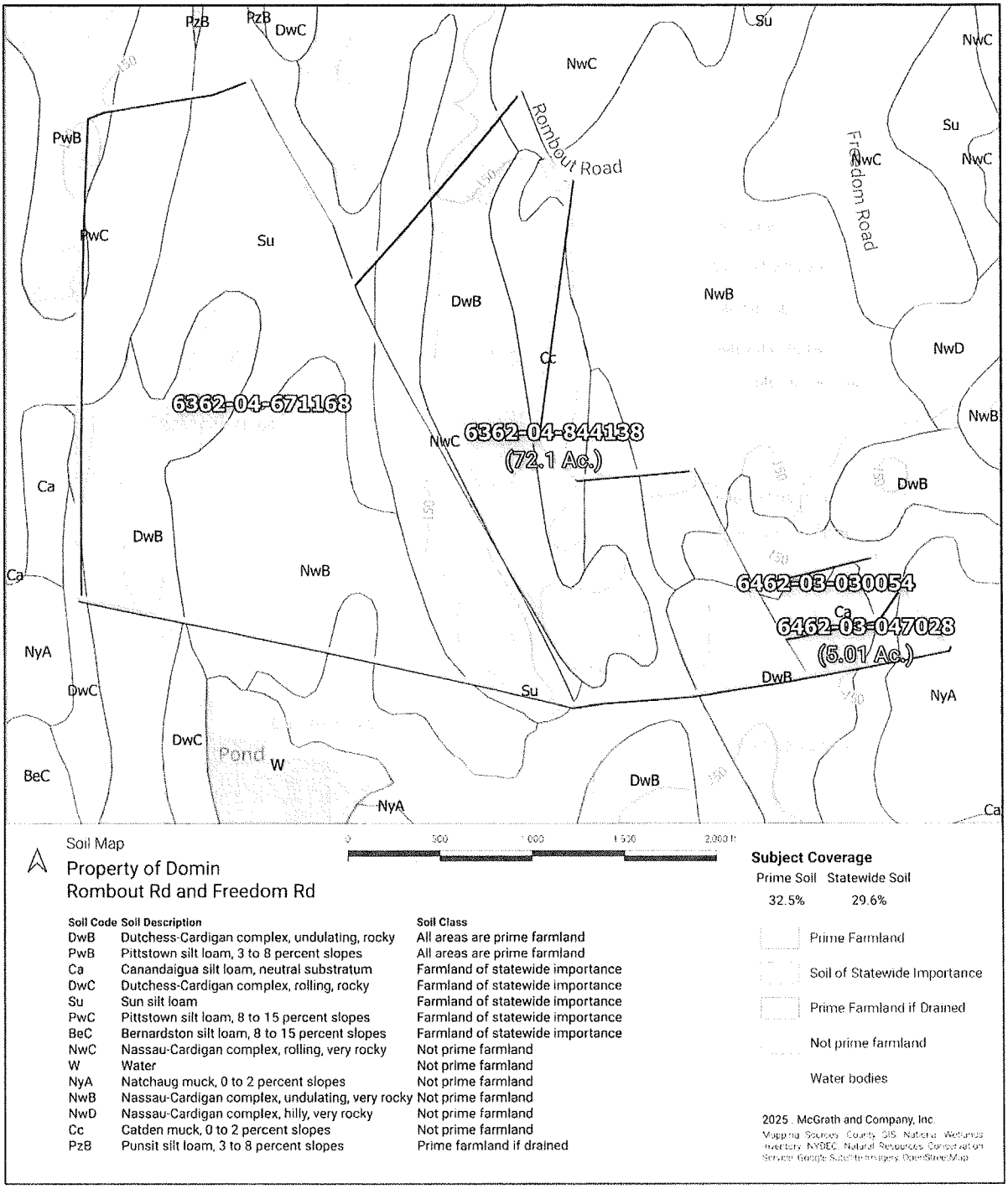
Bog Turtles: Bog turtles are present in the subject wetland areas. The bog turtle is one of the smallest turtles in the world and is found in small populations within six counties in the lower Hudson River Valley. The bog turtle is endangered in NYS and threatened federally. In New York, landowners with bog turtles on their property must follow regulations that prohibit taking, importing, transporting, or possessing them without a permit, and must avoid actions that harm the species or its habitat.

Soils: The soils are mapped on the following page. According to NRCS Web Soils Survey, there are about 65 acres of prime soils and 60 acres of soils of statewide importance for agricultural use. This is 125 acres in total of good agricultural land, 62% of the total acreage. These soils are also generally suitable for buildings subject to limitations on slope, depth to bedrock and wetness. About 80 acres are in active agricultural production. The fields were planted in corn and hay at the time of the inspections.

The remaining soils are wet, rocky, shallow to bedrock and more steeply sloped. They have significant limitations for buildings, septics and driveways. Except for the wetland soils, they are moderately productive for growing trees.

Land Cover: About 40% of the property is planted in hay and corn.

SOIL MAP



Soil Code	Soil Description	Soil Class
DwB	Dutchess-Cardigan complex, undulating, rocky	All areas are prime farmland
PwB	Pittstown silt loam, 3 to 8 percent slopes	All areas are prime farmland
Ca	Canandaigua silt loam, neutral substratum	Farmland of statewide importance
DwC	Dutchess-Cardigan complex, rolling, rocky	Farmland of statewide importance
Su	Sun silt loam	Farmland of statewide importance
PwC	Pittstown silt loam, 8 to 15 percent slopes	Farmland of statewide importance
BeC	Bernardston silt loam, 8 to 15 percent slopes	Farmland of statewide importance
NwC	Nassau-Cardigan complex, rolling, very rocky	Not prime farmland
W	Water	Not prime farmland
NyA	Natchaug muck, 0 to 2 percent slopes	Not prime farmland
NwB	Nassau-Cardigan complex, undulating, very rocky	Not prime farmland
NwD	Nassau-Cardigan complex, hilly, very rocky	Not prime farmland
Cc	Catden muck, 0 to 2 percent slopes	Not prime farmland
PzB	Punsit silt loam, 3 to 8 percent slopes	Prime farmland if drained

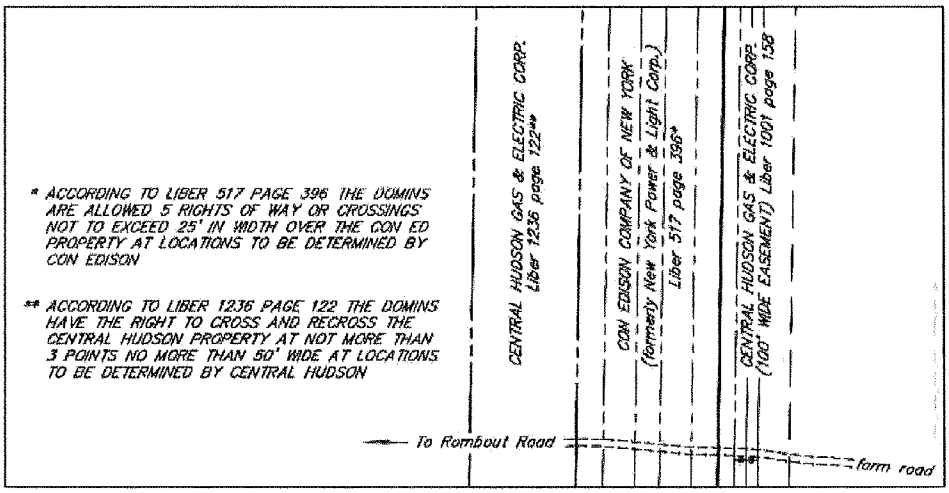
Timber Resources: According to the draft conservation easement there are about 120 acres of stands of soft and hardwoods between the two primary field areas. No information pertaining to the timber inventory or timber capital value was provided. The contributory value of the standing timber, if extraordinary, was not included in the appraisal. Portions of the forest were commercially harvested during the past several years and have been periodically harvested over the past decades.

Improvements: There are no building or structural improvements. There are no fixtures, livestock, & forage structures and facilities.

CREP: The subject is not enrolled.

Utilities: There is no municipal water or sewer in the neighborhood. Water and sewer service would be by private wells and septic systems. Electric and cable lines run along the road frontages and across the easterly property.

Easements, Rights of Ways: There is a single 100 wide easement to Central Hudson Gas & Electric that runs along and inside the subject western boundary. This easement is improved with a smaller overhead power transmission line. There are two additional regional overhead power line fee corridors that parallel the subject's western boundary. The easement and corridors are illustrated on the following excerpt from the easement survey. The Domins are allowed rights of ways and crossings. There is an existing farm road that crosses from the subject to other lands of Domin. The Domins farm the land under the transmission lines.



Encroachment: The easement survey illustrates a minor outbuilding encroachment from the neighboring property along the northern boundary near the Rombout Road frontage. According to the owner, the issue has been resolved as the outbuilding was moved off the subject property.

Use History: The property is currently used for the production of hay and corn (40%) as part of a larger dairy farm operation that goes back several generations. There are about 120 acres of maturing hard and softwoods which have been periodically harvested over the years. The remainder of the property is designated flood plain, wetlands and brush.

Rental History: The property is not rented. There is no rental history during the past three years.

Sales History: The property is in verbal agreement for the purchase of a conservation easement to be held by the Dutchess Land Conservancy, Inc. The purchase price is $802,080 based on an appraisal prepared by McGrath & Company, Inc. dated August 19, 2022. It is my understanding that the NRCS and the Wetlands Trust Inc. will be partners in the acquisition.

There have been no sales of the property during the past 10 years. It is my understanding that the property is not currently listed with a real estate agent, nor has it been actively marketed for sale during the past three years.

Jay Stanley Domin and Stanley John Domin acquired title to tax parcel 6363-04-671168 from Joseph C. Domin and Jacob S. Domin by deed dated December 27, 1980 and recorded in the Dutchess County Clerk's Office on December 31, 1980 in Book 1550 page 30.

Jay S. Domin and Stanley J. Domin acquired title to tax parcels 6462-03-030054 and 047028 and 6362-04-844138 from Stamp Enterprises, Inc. by deed dated February 19, 1982 and recorded in the Dutchess County Clerk's Office on February 19, 1982 in Book 1574 page 486.

PROPERTY ASSESSMENT

The property was assessed for tax purposes as summarized in the following table. The total land assessment is $1,017,718. An equalization rate (ER) can be used to convert the assessed value of a property into the indicated assessor's full market value (FMV) of the land. The current New York State equalization Rate for the town is 81%. The total land FMV is $1,256,400 ($6,266/acre).

The property benefits from an Agricultural Assessment. The Ag District exception is $934,870, 92% of the assessment. Only 8% of the assessment is taxable. The assessment information is provided as a matter of record only. The Agricultural Assessment Program is detailed on the following page, largely excerpted from the NYS Department of Taxation and Finance website.

Due to the favorable tax exemptions, the subject annual real estate taxes are $3,074.

PROPERTY ASSESSMENT

Tax lot Address	6462-03-030054 253 Freedom Road T/LaGrange	6462-03-047028 245 Freedom Road T/LaGrange	6362-04-671168 Rombout Road T/LaGrange	6362-04-844138 Rombout Road T/LaGrange	Combined
Property Class	105 Agr. vacant land (productive)	105 Agr. vacant land (productive)	105 Agr. vacant land (productive)	105 Agr. vacant land (productive)	
Acreage	5.01	5.01	118.40	72.10	200.52
Land Assessment	$40,100	$60,060	$511,058	$406,500	$1,017,718
Imp. Assessment	$0	$0	$0	$0	$0
Total Property	$40,100	$60,060	$511,058	$406,500	$1,017,718
Tentative Equalization Rate	81.0%	81.0%	81.0%	81.0%	81.0%
Full Market Value	$49,500	$74,100	$630,900	$501,900	$1,256,400
FMV - per acre	$9,880	$14,790	$5,329	$6,961	$6,266
Exemptions					
Agr. District	$38,307	$58,267	$461,528	$376,768	$934,870
Taxable	$1,793	$1,793	$49,530	$29,732	$82,848
%taxable	4%	3%	10%	7%	8%
Current Real Estate Tax Rates					
County	3.06				
Town	3.36				
Fire	5.20				
Arlington School	25.49				
Combined	37.11				
Current RE Taxes	$67	$67	$1,838	$1,103	$3,074

NYS Agricultural District Law

The State Legislature enacted the New York Agricultural Districts Law in 1971 to protect and promote the availability of land for farming purposes. The law provides a locally initiated mechanism for creating agricultural districts. Agricultural districts are intended to counteract the impact that nonfarm development can have upon the continuation of farm businesses.

The Agricultural Districts Law allows reduced property tax bills for land in agricultural production by limiting the property tax assessment to its prescribed agricultural assessment value.

Agricultural assessments are limited to land used in agricultural production, including cropland, pasture, orchards, vineyards, sugarbush, land used to grow Christmas trees, support land, and crop acreage either set aside or retired under federal supply management or soil conservation programs. Up to 50 acres of farm woodland is eligible for an agricultural assessment per eligible tax parcel.

Benefit assessment, special ad valorem levies, or other rates and fees for the finance of improvements such as water, sewer or nonfarm drainage may not be imposed upon land used in agricultural production and within an agricultural district unless such charges were imposed prior to forming the agricultural district.

After deciding whether the parcel—or any part of it—is eligible for an agricultural assessment, the assessor calculates the assessment by multiplying the acreage in each soil group and farm woodland by the applicable agricultural assessment value. The sum of the values is multiplied by the municipality's latest state equalization rate or special equalization rate. The resulting figure is the agricultural assessment for the eligible land on the parcel. This amount is compared to the assessed value of the eligible land. Any assessed value above the agricultural assessment is exempt from real property taxation.

Land generally must consist of seven or more acres that were used in the preceding two years for the production for sale of crops, livestock, or livestock products.

The annual gross sales of agricultural products generally must average $10,000 or more for the preceding two years. If an agricultural enterprise is less than seven acres, it may qualify if average annual gross sales equal $50,000 or more. Land that supports a commercial horse boarding operation may qualify for an agricultural assessment if specific eligibility requirements are met.

If farmland that has received an agricultural assessment is converted to a nonagricultural use (within five years of last receiving an agricultural assessment if located in an agricultural district and within eight years if located outside an agricultural district), a payment to recapture the taxes forgone for converting such land will be imposed. The assessor determines whether a conversion has occurred on the basis of the facts of each case.

A payment for conversion is equal to five times the taxes saved in the most recent year that the land received an agricultural assessment. In addition, interest of 6% per year compounded annually will be added to the payment amount for each year that the land received an agricultural assessment, not exceeding five years. When only a portion of a parcel is converted, the assessor apportions the assessment and the agricultural assessment and determines the tax savings attributable to the converted portion.

MUNICIPAL REGULATIONS

The parcels are zoned R-135, Residential Low-Density (RLD). According to the Town Zoning Code, the RLD District is primarily for open space, low-density residential and agricultural uses. This district features many constraints to development, including steep slopes, mapped and unmapped wetlands, and shallow depth to bedrock. This area also has a relatively less developed road system and lacks public water and sewer infrastructure. Many residential uses rely on individual wells and septic systems. The minimum lot size in this district is 120,000 square feet (2.75 acres).

TABLE OF AREA AND BULK REGULATIONS

Minimum Lot Area	120,000 SF
Minimum Lot Frontage	100 feet
Minimum Lot Width	200 feet
Min. Front Yard	80 feet
Min. Side Yard	40 feet
Min. Rear Yard	40 feet
Maximum Height	35 feet
Maximum % Lot Coverage	10%
Maximum % Impervious	15%

The Town also has Subdivision Regulations which define a subdivision as "the division of any parcel of land into two or more lots, plots, sites or other division of land, with or without streets, for the purpose of purpose of immediate or future sale or building development."

The Planning Board requires a preapplication discussion and a sketch plan review upon application. The Board then reviews both preliminary plats and a final or subdivision plat. A preliminary plan is defined as a drawing or drawings clearly marked "preliminary plat, showing the salient features of a proposed subdivision, as specified in these regulations, submitted to the Planning Board for purposes of consideration prior to submission of the plat in final form and of sufficient detail to apprise the Planning Board of the layout of the proposed subdivision.

A final or subdivision plat is defined as a drawing in final form, showing a proposed subdivision, containing all information or detail required by law and by these regulations to be presented to the Planning Board for approval, and which, if approved, may be duly recorded by the applicant in the office of the County Clerk.

PROPOSED CONSERVATION EASEMENT

The property is proposed to be encumbered by a conservation easement. A final draft of the Conservation Easement was provided and is included in the Addenda. The general terms of the easement include the following. A more liberal or conservative easement may require a revision of the estimated values of the appraisal. An Easement Map is included on the following page.

According to the draft the primary purpose of the conservation easement is to protect the Agricultural Use and future viability, and related conservation values of the Protected Property, by limiting nonagricultural uses that negatively affect the Agricultural uses and conservation values of the Protected Property.

Additional purposes of the easement include: to conserve the scenic, open wooded and natural character of the Protected Property and to protect the quality of its steep slopes, woodlands, prime and importance farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Protected Property.

The Grantor and the Conservancy intend that the Conservation Easement will confine the use of the Protected Property to activities that are consistent with the purposes of the Easement and will prohibit and prevent any use of the Protected Property that materially impair or interfere with the purposes of the Conservation Easement.

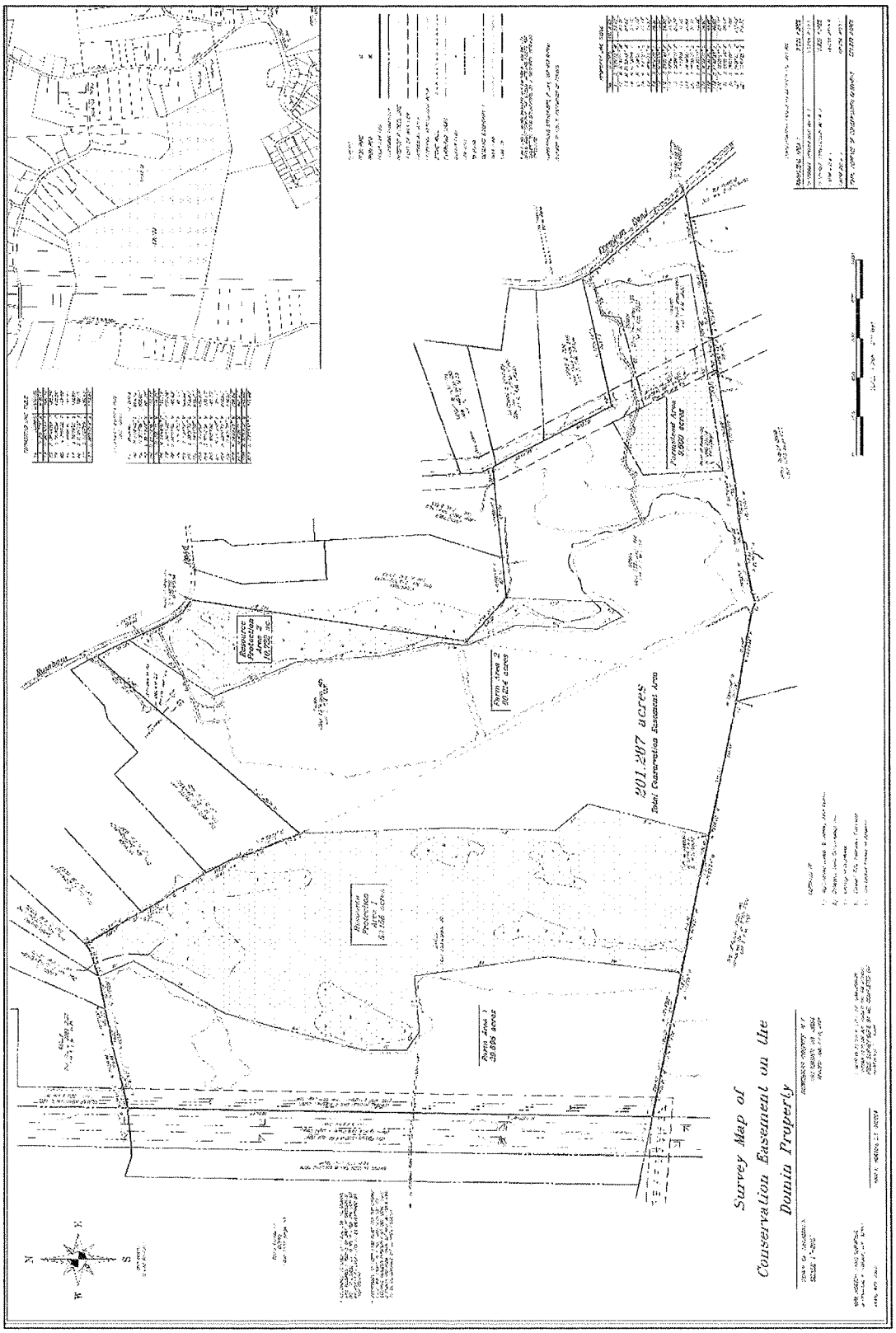
According to the draft conservation easement, the Protected Property can be used solely for Residential, Recreational, Agricultural, Educational, and Forestry Uses. Commercial Uses of the Protected Property are limited to commercial Agricultural Use, Commercial Forestry Use, and Rural Enterprises that are consistent with the purposes of the Conservation Easement. No Industrial Use of the Protected Property is permitted and no Institutional Use of the Protected Property is permitted, except with the prior consent of the Conservancy.

As indicated by the easement map, the easement will divide the property into the following use areas.

CONSERVATION EASEMENT DEFINED USE AREAS

FARMSTEAD AREA 1	9.500 ACRES
RESOURCE PROTECTION AREA 1	53.156 ACRES
RESOURCE PROTECTION AREA 2	10.722 ACRES
FARM AREA 1	39.695 ACRES
FARM AREA 2	88.214 ACRES
TOTAL ACREAGE OF CONSERVATION EASEMENT	201.287 ACRES

EASEMENT MAP



Except as otherwise permitted by the easement, all Structures and Improvements must be located within the 9.5 acre Farmstead Area. Agricultural Structures, utilities, and on-farm energy structures may be located outside of the Farmstead Area with prior written consent of the grantee. Grantors may place or construct Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of 1,000 SF without permission of the Grantee, and those that exceed an aggregate footprint of 1,000 SF with permission of the Grantee.

Residential Dwellings are permitted only within the Farmstead Area and shall be subject to the following restrictions:

No more than one single family **Principal Residence** is permitted on the Protected Property. As of the date of the Conservation Easement, there was no residence on the Protected Property. The Principal Residence shall not exceed a Footprint Area of 3,500 square feet and a Height of 35 feet.

No more than two detached **Assessory Residences** are permitted. As of the date of the Conservation Easement, there were no Accessory Residences on the Protected 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.

No more than two **Accessory Apartments** may be located in 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 of the Principal and/or Accessory Residences. As of the date of the Conservation Easement, there were no Accessory Apartments on the Protected Property. No Accessory Residence shall exceed a Footprint Area of 1,500 square feet and a Height of 25 feet. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing is permitted provided that detached units do not exceed a Footprint of 1,500 square feet each and height of 25 feet. Farm Labor housing may not be sold separately from the Principal Residence. The Grantor may place up to three Residential Dwelling to be used exclusively for Farm Labor Housing if necessary to conduct Agricultural Operations. These units may be placed on footings or slabs, but not on excavated foundation. They may not exceed a Footprint Area of 1,500 SF and a Height of 25 feet.

Impervious Surfaces shall not exceed 2% of the Protected Property, excluding NRCS approved conservation practices. This limitation does not include public roads or other roads of the owners.

Subdivision - separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited. The Protected Property is comprised of four tax map parcels. The Grantor shall maintain such parcels and all interests, under unified ownership as though a single parcel. Lot line adjustments, which do not create additional building lots, are permitted only with the prior consent of the Conservancy.

Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land forest management practices to minimize erosion and adverse effects on natural resources with the prior consent of the Conservancy. All Commercial Forestry shall be conducted in accordance with a forestry management plan approved by the Conservancy.

HIGHEST AND BEST USE

The highest and best use of a property is that which is both legally and physically possible and yields the maximum economic return over a given period of time. Generally, an analysis of the highest and best use of a property includes four areas of consideration:

1. **Legally Permissible**: Analysis of those uses, which are legally permitted by applicable zoning regulations and not prohibited by special covenants, restrictions, moratoriums, etc.

2. **Physically Possible**: Examination of those legally permitted uses that are considered physically possible after analyzing site characteristics, topography, ingress/egress, availability of utilities, etc.

3. **Financially Feasible**: Analysis of those uses both physically feasible and legally permitted, which will produce the greatest economic return.

4. **Maximally Productive**: Analysis of alternative uses having similar risk characteristics, which will produce the highest land value at this time.

BEFORE THE EASEMENT

Municipal regulations include the zoning code and subdivision regulations. The property is zoned low density residential. Agriculture is a permitted use. The town regulations are typical of municipalities in the county and do not unduly restrict the property.

There is a single 100 wide easement to Central Hudson Gas & Electric that runs along and inside the subject western boundary. This easement is improved with a smaller overhead power transmission line. There are two additional regional overhead power line fee corridors that parallel the subject's western boundary. The Domins are allowed rights of ways and crossings. There is an existing farm road that crosses from the subject to other lands of Domin.

An additional neighborhood power line runs across the interior of the subject easterly tax parcels. There is a single pole on the subject. The availability of power in this location is a property enhancement.

The property has a suburban location in proximity to numerous residential subdivisions that have been developed over the years. It is located several miles from the hamlet of Pleasant Valley and residential subdivisions extending to the northeast of the City of Poughkeepsie. It is located 1 ½ miles (as the crow flies) from Eastdale, the most notable new urban development in the county in recent years.

The property has adequate public road frontage and an interior network of farm roads and woods trails. There are two farm areas with 120 acres of prime soils and/or soils of statewide importance for agriculture, although not all areas are currently farmed. These soils are also commonly used for residential development in the county. Use of the property is restricted by significant wetlands, the presence of a bog turtle population, poor soils and the slopes of the wetland depressions.

A physical analysis indicates the feasibility of multiple house sites. Given the high cost of developing roads and infrastructure, and the difficulty in crossing designated wetlands and floodplain, and the presence of bog turtles, any residential subdivision of the subject would likely be concentrated in the easterly fields off the two public road frontages.

The maximum cul de sac length in the town is 1,250 feet. The minimum lot width at the building line is 200 feet. Given these parameters, two subdivisions of 12 lots @ could be engineered off the public roads. While a development of this nature is infinitely more complicated than as presented, it is simply used to illustrate the development potential of the property. There are multiple other designs that could be created to utilize the more developable parts of the property.

There remains a relatively good market in the region for higher end properties with superior amenities. There has historically been relatively good demand in the region for large tracts of land with amenities such as the subject. Buyers have been purchasing large tracts for residential estates, hobby farms, weekend homes, equine facilities and for private hunting preserves. The subject would appeal to a variety of buyers from this segment of the market. A more limited development as a horse farm(s) or hobby farm(s) is more likely than a small lot residential subdivision.

The current residential real estate market in the town is considered to be relatively strong. The median price of housing increased significantly during and after the covid era, continuing through the date of inspection. The market slowed in 2024/25 with fewer sales, but interest remains relatively strong according to the more active brokers and prices have continued to increase. Real estate agents have also indicated that there is a lack of inventory, which is a common issue in the larger regional and national real estate markets as well.

The market for larger tracts of development land in the subject market area is more nuanced with realtors reporting interest, but relatively few sales. The market has been less dynamic for potential development properties without infrastructure such as municipal water and sewer. Developers are also faced with high costs of gaining approval, extended time periods and the probability of neighborhood opposition.

Financing is available for the purchase and construction of single-family residences and farm buildings from a variety of local and regional lenders. A residential use of the subject would provide a higher value than an agricultural, recreational and forestry use. No other uses were found that would result in a higher economic return.

In my opinion, the highest and best use of the property is a minor subdivision of four lots or less for the development of rural residences as allowed by the Town Zoning Code and Subdivision Regulations; agriculture, commercial forestry and outdoor recreation.

HIGHEST AND BEST USE AFTER THE EASEMENT

The highest and best use of the property is the development of a farmstead complex within the building envelope to include residences and farm buildings as permitted by the easement; and agriculture, forestry and outdoor recreation within the Farm Areas and Resource Protection Areas.

APPRAISAL PROCESS

There are three traditional approaches to estimating value: the income capitalization approach, the sales comparison approach and the cost approach. The sales approach is the preferred method of valuation of vacant land.

The sales comparison approach is a process of comparing prices paid for comparable or similar properties, which have recently sold. The comparable data is then compared to the subject property with an adjustment grid, with appropriate adjustments applied to account for any differences between the comparable sales and the subject. Such differences may involve date of sale, location, zoning, physical characteristics, construction quality, land size, accessibility to utilities, etc.

A before and after method of appraising the property was used to arrive at my estimated easement value conclusion. In the before analysis the acreage was considered as unrestricted property, with all development and property rights intact. In the after analysis the property was considered as impacted by the terms of the conservation easement. The value of the conservation easement is estimated as the difference between the before and after values.

An extensive search was made for sales of comparable tracts with similar physical characteristics. I used OneKey MLS and the ORPS SalesWeb in my research. McGrath and Company has been in business since the mid-1980s and is well connected with established Realtors. I consulted with several as part of my research. There have been few recent unrestricted or restricted sales of agricultural and forested land in the immediate subject market area. The lack of sales is a dilemma for the appraiser. The subject property is vacant residential and agricultural land with a private forest. A sales comparison approach is the applicable method of valuation. If there are only a few or no sales, appraisal guidance recommends expanding the geographic area of the search and going back in time.

I expanded the time horizon and search to adjoining and nearby towns in the county as a whole and found an adequate number of sales to consider in the before valuation. I reviewed multiple prospective sales of agricultural land and property but disregarded a number of them as they were purchased for different reasons such as a residential estate, sand and gravel operation, solar farm and/or were improved with a multitude of buildings.

After review and analysis of the potential comparable sales I selected four sales to consider in the before valuation and four in the after valuation. Four sales were improved with minor structures such as a barn, or a house in poor condition or a tear down. Four sales were improved with more substantial improvements. The contributory value of the improvements was estimated and deducted from the sale price to indicate the sale price of the land.

Three of the sales used in the analysis were purchased or sold by a land trust and a municipal government. I am familiar with, appraised one of the properties and completed an extraordinary confirmation of the second. They are arm's length transfers between a willing buyer and seller. In the absence of comparable private sales, they provide a good representation of the real estate market for this property type. Conventional appraisal practice is to use sales to land trust and governmental agencies if there are not sufficient private sales. I used a minimum of government/non-profit acquired sales.

VALUATION BEFORE THE EASEMEMT

Few recent sales were found in the immediate subject neighborhood. I broadened the search and researched the surrounding and nearby towns in the county to find sales of comparable property. A number of sales were considered, four of which were considered to be the most comparable. They were considered to be representative of the market.

A six-step procedure for applying the sales comparison was used.

1. Research of the market for recent sales of comparable properties.

2. Verification that the sale data are accurate and that the sales are "arm's-length" transactions.

3. All four sales were improved with residences, barns and misc. buildings. The contributory value was estimated and deducted to indicate the sale price of the land.

4. Determination of the relevant unit of comparison. For this appraisal I used the sale price of the land/acre.

5. Comparison of the comparables to the subject and adjustment of the comparables for differences. I adjusted for differences in property rights conveyed, financing, conditions of sale, market conditions and differences in physical characteristics.

6. Reconciliation of the indications of value into a final value conclusion.

Information pertaining to each sale is summarized in the following tables. Additional information on each sale is included in the Addenda. All four sales were appraised or inspected by Al DeKrey. I used the most illustrative photographs, including photographs available on line to give the reader the most informative representation of the property. The sales were adjusted for differing characteristics in the following adjustment grid.

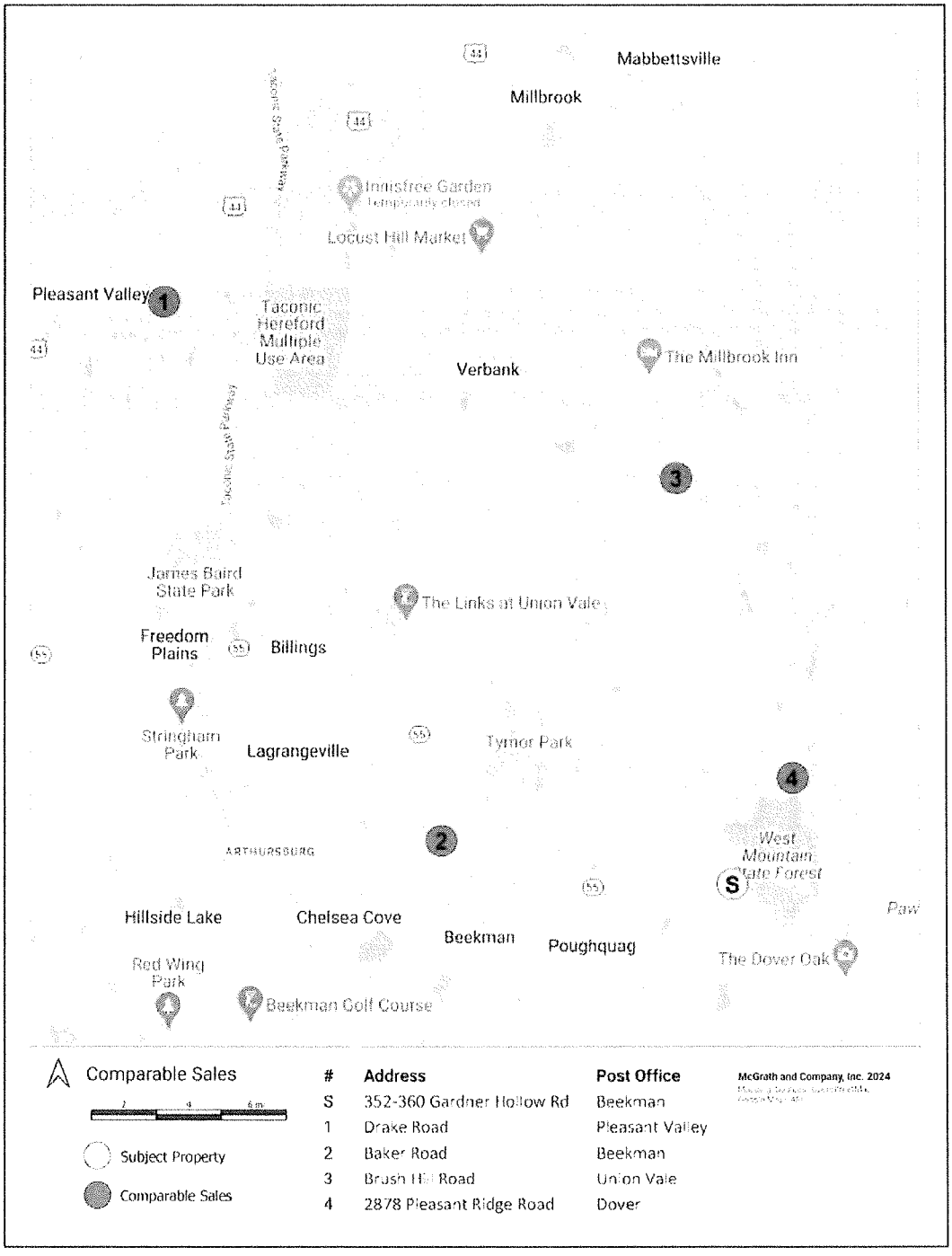
TABLE 1
VALUATION BEFORE THE EASEMENT
PROPERTY OF DOMIN
COMPARABLE FARM LAND SALES SUMMARY

COMPARABLE	SUBJECT	1	2	3	4
GRANTOR/ GRANTEE	DOMIN	DANDENEAU LIVING TRUST TO 215 FREEDOM RD LLC	BLUE MUD FARM LLC TO HOLLENBERG/MALAZZO	RTC FARM LLC TOWN OF RED HOOK	GRUMET TO KAUFMAN
TYPE OF PROPERTY	AGRICULTURAL LAND & WOODS	AGRICULTURAL LAND & WOODS	FORMER DAIRY FARM	AGRICULTURAL LAND & WOODS	AGRICULTURAL LAND & WOODS
LOCATION	FREEDOM/ROMBOUT RDS T/LAGRANGE DUTCHESS COUNTY	215 FREEDOM ROAD T/LAGRANGE DUTCHESS COUNTY	353 GRETNA ROAD T/PLEASANT VALLEY DUTCHESS COUNTY	7598-7617 N BROADWAY T/RED HOOK DUTCHESS COUNTY	ACADEMY HILL ROAD T/MILAN DUTCHESS COUNTY
SALE PRICE	NA	$1,500,000	$1,675,000	$1,575,000	$1,600,000
DATE OF SALE (APPRAISAL)	3/2025	8/2022	5/2024	12/2022	8/2023
ACREAGE	201.287	110.16	149.30	108.81	139.51
PROPERTY RIGHTS CONVEYED	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE	FEE SIMPLE
FINANCING TERMS	CASH	CASH	CASH	CASH	CASH/CASH EQUIVALENT
CONDITIONS OF SALE	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH
LOCATION	RURAL	SUBURBAN	RURAL/SUBURBAN	SUBURBAN	RURAL
PUBLIC ROAD FRONTAGE (LF)	1,225	1,072	7,925	2,250	5,945
FRONTAGE/ACRE RATIO	6	10	53	21	43
INTERNAL ACCESS	FARM AND WOODS TRAILS	DRIVEWAY AND FARM TRAILS	FARM/WOODS TRAILS & ROADS	PRIVATE ROAD AND FARM TRAILS	FARM AND WOODS TRAILS
ZONING	RESIDENTIAL LOW DENSITY 120,000 SF	RESIDENTIAL MODERATE-DENSITY 80,000 SF	RURAL AGRICULTURE (5 ACRE)	R20,000, AGRICULTURAL BUSINESS DISTRICT (7 ACRE)	A3A (THREE ACRE MINIMUM)
UTILITIES	ELECTRIC & CABLE ALONG RD. PRIVATE WELLS & SEPTICS REQUIRED	ELECTRIC & CABLE ALONG RD. AND TO IMPROVEMENTS PRIVATE WELL & PRIVATE SEWER	ELECTRIC & CABLE ALONG RD. AND TO IMPROVEMENTS PRIVATE WELL & PRIVATE SEWER	ELECTRIC & CABLE ALONG RD. AND TO IMPROVEMENTS MUNICIPAL WATER PUBLIC SEWER IN PROXIMITY	ELECTRIC ALONG RD. AND TO BARN PRIVATE WELL & SEPTIC REQUIRED
OTHER PERTINENT PHYSICAL CHARACTERISTICS					
WETLANDS/FLOOD PLAIN	24% WETLANDS	10% WETLANDS	27% WETLANDS/FLOODPLAIN	6% WETLANDS/FLOODPLAIN	MINOR
SLOPE	ROLLING TO FLAT	FLAT TO ROLLING	FLAT TO ROLLING	FLAT TO ROLLING	ROLLING TO STEEP
SOILS	62% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	90% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	64% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	70% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE	30% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE
LAND COVER	40% FIELDS	75% FIELDS	60% FIELDS	50% FIELDS	50% FIELDS & 50% WOODS
AMENITIES					
WATER CHARACTER	STREAMS	NONE	.5 ACRE POND	6 ACRE POND	STREAM
VIEW	GOOD VIEW FROM SW CORNER	OF NEIGHBORHOOD	OF NEIGHBORHOOD	OF NEIGHBORHOOD	GOOD OF COUNTRYSIDE
ABUTS CONSERVED LAND	NONE	NONE	NONE	NONE	NONE KNOWN
IMPROVEMENTS	NONE	FARMSTEAD - HOUSE AND GARAGE/SHOP	FARMSTEAD - RESIDENCE DIARY BARN COMPLEX	FARMSTEAD - 3 RESIDENCES OFFICE, SHOP AND BARN	BARNS
CONTRIBUTORY VALUE OF IMPROVEMENTS	NA	$265,000	$345,000	$200,000	$20,000
INDICATED LAND VALUE	NA	$1,235,000	$1,330,000	$1,375,000	$1,580,000
INDICATED PRICE/ACRE	NA	$11,211	$8,908	$12,637	$11,325

TABLE 2
VALUATION BEFORE THE EASEMENT
PROPERTY OF DOMIN
ADJUSTMENT GRID

	1	2	3	4
PROPERTY	DANDENEAU LIVING TRUST TO 215 FREEDOM RD LLC	BLUE MUD FARM LLC TO HOLLENBERG/MALAZZO	RTC FARM LLC TOWN OF RED HOOK	GRUMET TO KAUFMAN
LOCATION	215 FREEDOM ROAD T/LAGRANGE	353 GRETNA ROAD T/PLEASANT VALLEY	ALBANY POST ROAD T/RED HOOK	ACADEMY HILL ROAD T/MILAN
PRICE/ACRE	$11,211	$8,908	$12,637	$11,325
QUANTITATIVE ADJUSTMENTS				
PROPERTY RIGHTS CONVEYED	0%	0%	0%	0%
FINANCING TERMS	0%	0%	0%	0%
CONDITIONS OF SALE	0%	10%	0%	0%
ADJUSTED PRICE	$11,211	$9,799	$12,637	$11,325
MARKET CONDITIONS	14%	4%	12%	8%
ADJUSTED PRICE	$12,781	$10,191	$14,153	$12,231
SIZE	-11%	-7%	-11%	-8%
TOTAL QUANTITATIVE (PHYSICAL)	-11%	-7%	-11%	-8%
ADJUSTED PRICE/ACRE	$11,375	$9,478	$12,596	$11,253
INDICATED RANGE - ALL SALES	$9,478 TO $12,596			
MIDPOINT OF ALL SALES	$11,037			
MEAN OF ALL SALES	$11,175			
QUALITATIVE ADJUSTMENTS				
GENERAL LOCATION	0	0	--	0
ROAD FRONTAGE/ACCESS	--	--	--	--
ZONING	0	+	0	0
UTILITIES	0	0	--	0
LAND QUALITY	--	--	--	+
AMENITIES	--	--	--	--
TOTAL QUALITATIVE ADJUSTMENTS	-- -- --	-- --	-- -- -- -- --	--
INDICATED VALUE DIRECTION	DOWNWARD	DOWNWARD	DOWNWARD	DOWNWARD
CONCLUSION OF VALUE/ACRE	$9,500			
INDICATED VALUE	$1,912,227			

COMPARABLE SALES LOCATION MAP
BEFORE THE EASEMENT



#	Address	Post Office
S	352-360 Gardner Hollow Rd	Beekman
1	Drake Road	Pleasant Valley
2	Baker Road	Beekman
3	Brush Hill Road	Union Vale
4	2878 Pleasant Ridge Road	Dover

VALUATION BEFORE THE EASEMENT
EXPLANATION OF ADJUSTMENTS

The major elements of comparison include the property rights conveyed, the financial terms of each transaction, the conditions or motivations surrounding the sales, changes in market conditions since the sales, the location of the comparables and their physical characteristics. I made both quantitative (dollar or percentage) and qualitative (+ or -) adjustments.

A quantitative adjustment is a numerical adjustment to the indicated value of a comparable property to account for the effect of a difference between two properties on value. A qualitative adjustment is used to indicate that one property is superior, inferior, or the same as another property. If both quantitative and qualitative adjustments are made, quantitative adjustments are made first.

In a market such as the subject's, where sales are few and far between and often differ significantly in legal and physical characteristics, quantitative (percentage) adjustments are difficult to prove with market data. I made the following quantitative adjustments based on available market data. I made the following qualitative adjustments to indicate whether a sale property is superior, inferior, or similar.

Quantitative adjustments

- Property rights conveyed
- Financing terms
- Conditions of sale
- Market conditions
- Size

Qualitative adjustments

- General Location
- Road Frontage/Access
- Utilities
- Zoning
- Land Quality
- Amenities

QUANTITATIVE ADJUSTMENTS

PROPERTY RIGHTS CONVEYED

The first adjustment takes into account differences between the subject property and the comparable property sales with regard to the transferred legal interest. Adjustments are sometimes necessary if sales are being considered in which property rights were transferred that are different from the property rights that are being appraised. All of the sales utilized in this analysis involved the transfer of the fee simple interest. Since we are appraising the fee simple interest of the subject property, no adjustment is required.

FINANCING

The financial terms of a transaction can have an impact on the sale price of a property, if the terms are non-market financing. We analyzed all of the transactions to account for atypical financing terms. To the best of my knowledge, all of the sales used in the analysis were cash or were cash equivalent market-oriented financing. Therefore, no adjustments are required.

CONDITIONS OF SALE

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Each sale is analyzed to determine whether its sale price was affected by any unusual motivations of the part of the principals. The sales are arm's length transactions. No adjustments are required.

Sale 2 sold on the low side. According to the Realtor, the seller who had purchased the property in November of 2021 experienced a change in life and "just wanted out." It was the Realtors opinion that the list price was low and that the 2021 sale was also on the low side. It was his opinion that the property should have sold for 10% more. The sale was adjusted upward 10% for conditions of sale.

MARKET CONDITIONS

This adjustment is to reflect the effect of the passage of time on the value of real property in the market. Changing market conditions can occur due to a number of factors, such as local, state or federal legal revisions, supply and demand imbalances, economic recession or an economic boom. Each sale is analyzed to determine if the market conditions at the time of sale were similar or different than those that prevail as of the effective date of the appraisal.

While the housing market notably appreciated at a well-documented rapid rate during the time period of the four sales, the land market did not. There has been appreciation but it has been modest. Lacking paired sales to prove a time adjustment, I considered the four sales I used in the original August 2022 appraisal and compared them to the sales used in the current valuation.

In the 2022 valuation I used four sales that closed between 12/2020 and 1/2021. 12/2020 is the midpoint of the range. The unadjusted sale prices per acre ranged from $9,014 to $10,003. The mean of the four sales was $9,554 per acre.

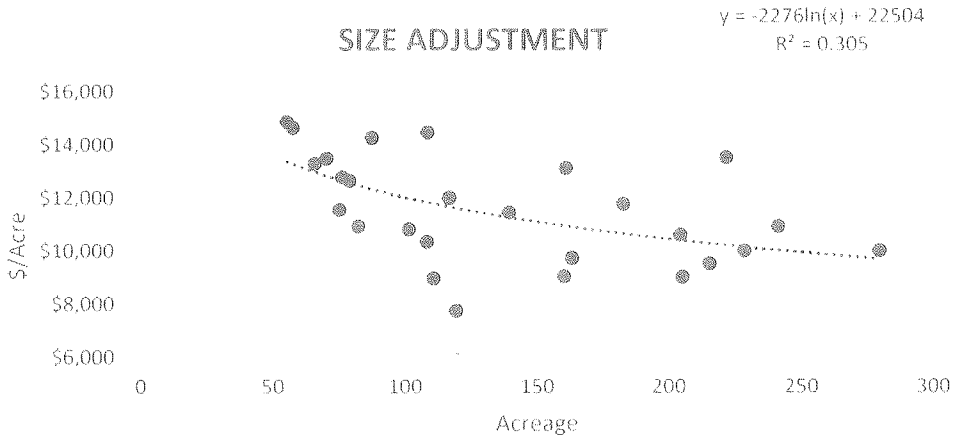
In the current valuation I used four sales that closed between 8/2022 and 5/2024. 6/2023 is the midpoint of the range. The unadjusted sale prices per acre ranged from $8,908 to $13,253. The mean of the four sales was $11,531 per acre.

The difference in price per acre was $1,977 over the 30 months between the two midpoint dates which indicates a market appreciation of 20.7%, or .7% per month. The analysis, although a useful barometer of the market change, indicates a somewhat higher percentage than I have observed. In the adjustment grid I used an appreciation of .5% per month through the end of 2024. Given the economic uncertainties that emerged in 2025, no adjustment was made for 2025.

SIZE

This adjustment is an analysis of the relationship that exists between overall area, or size, and unit value. The adjustment is based on the general rule of thumb of the market, the larger the property size, the lower the unit price, or value, and vice versa. Three sales are smaller than the subject.

I used a bulk paired sales analysis to extract a market adjustment for size. The size adjustment is based on the sale data charted in the graph below. I used the ORPS SalesWeb to identify sales of agricultural and vacant land in Dutchess County. The sales criteria were a minimum size of 50 acres, a maximum size of 300 acres and a sale date of January 1, 2021 through the date of valuation. I further refined the data to chart sales with a price per acre between $7,500 and $15,000. The search identified 27 sales. I used the formula below (interactive in excel) to indicate a price per acre for each of the four sales and adjusted accordingly.



Size	201.287	30	$7,257	
Correlation	-0.485431173	40	$6,646	8.42%
Slopes	-1486.61389%	50	$6,035	9.19%
Intercept	13590.04651	60	$5,424	10.12%
Trendline Marker	$10,598			

Using the trendline marker , the following size adjustments are indicated.

1	2	3	4
DANDENEAU LIVING TRUST TO 215 FREEDOM RD LLC	BLUE MUD FARM LLC TO HOLLENBERG/MALAZZO	RTC FARM LLC TOWN OF RED HOOK	GRUMET TO KAUFMAN
-11%	-7%	-11%	-8%

QUALITATIVE ADJUSTMENTS

In the adjustment grid, numerical adjustment factors (with respect to each of the individual categories for which adjustments are made) are applied as follows:

0 denotes a degree of similarity or equality between the comparable sale and the subject property, sufficient to justify no numerical adjustment.

A positive (+) adjustment indicates a degree of inferiority of the sale when compared to the subject property.

A negative (-) adjustment indicates a degree of superiority of the sale, when compared to the subject property.

LOCATION

An adjustment for location is required when the locational characteristics of a comparable property are different from those of the subject property. The subject and sales 1, 2 and 4 are located in somewhat different neighborhoods but in my opinion have similar general locations. An analysis of ORPS SaleWeb data for the past two years indicates a range in average house price of $481,000 to $491,845 for the three comparables. The average house price in the subject Town of LaGrange February was $484,000. The differences are insignificant. No adjustments were made to the three sales.

Sale 3 is located in the Town and Village of Red Hook and has a higher locational value. There were only three sales reported in the SalesWeb data for Red Hook. I further considered the OneKey Local Market Update for the town. The indicated average house price was $585,000 much higher than the subject location. The average house price is likely skewed by multiple sales in the highly successful Traditions in Red Hook, a homeowner's association of detached homes that are selling in a range of $500,000 to $650,000. Based on the market data, I adjusted the sale downward for location.

ROAD FRONTAGE/ACCESS

The adjustment for this category is a combination adjustment which reflects not only the effect of the property's frontage on its market value but also the utility of the frontage and its accessibility. Road frontage facilitates access and subdivision of a property.

The subject has a lower extent of frontage on public roads and/or a lower ratio of frontage to acreage. In addition, the subject lacks the developed driveway accesses and parking areas of the four comparables. All four were adjusted downward.

ZONING

The subject and three comparables require a minimum 80,000 SF to $130,000 (R) SF lot size for a residence. The subject and three comparables are generally similar and not adjusted. Sale 2 requires a minimum of 5 acres (217,800 SF) and was considered more restricted than the subject. The sale was adjusted upward.

UTILITES

Three sales are similar and not adjusted. The houses of sale 3 are connected to village water. At the time of the sale the Town and Village of Red Hook were discussing an extension of village sewer to the property line. The sale was considered superior in availability of utilities and was adjusted downward.

LAND QUALITY

Three physical characteristics were considered: topography, percentage of wetlands and quality of soils. The adjustments for the characteristics are summarized in the table below. The subject and comparables are generally rolling land with relatively minor steep slopes. No adjustments were made. Sale 2 has a significantly higher percentage of wetlands and was adjusted upward. Three sales have higher percentage of good agricultural soil and/or a higher percentage of active fields. They were adjusted downward. Overall, the combined adjustments are neutral for two sales and negative for two sales.

LAND QUALITY ADJUSTMENT

Physical Characteristic	Sale 1	Sale 2	Sale 3	Sale 4
Topography	0	0	0	0
Percentage of wetlands	--	0	--	--
Quality of Soils	--	--	--	+
Combined	--	--	--	0

AMENITIES

This is a general adjustment based on an overall evaluation of amenities such as view, water frontage, etc. Site features such as ponds, lakes or streams, the type of vegetation and the "lay of the land" etc. all play a role in concluding an opinion of the aesthetics and market appeal of a property. Also included in this category are negative amenities such as a visible power transmission line. The subject westerly fields are impacted by three highly visible transmission lines. The sales are not similarly affected, were considered superior in this aspect and were adjusted downward.

VALUATION BEFORE THE EASEMENT
VALUE CONCLUSION

The preceding comparison resulted in a range of indicated values for the subject. This result is logical since for any given offering on the market, a range of possible values or transaction zone, exists in which a deal could be made. Customarily, appraisal practice requires that a single point estimate of value be chosen from the indicated range. The selection is made on the basis of the quality and quantity of data available to the appraiser and the relative comparability of each sale.

The quantitative percentage adjustments ranged from -7% to -11%. After the quantitative adjustments were made, the sales ranged in value/acre from $9,478 to $12,596/acre. The midpoint of this range is $11,037/acre. The mean is $11,175/acre.

The qualitative adjustments were downward for all four sales. The adjustments for sale 3 were considered excessive. The sale was given less weight. In my opinion, the qualitative adjustments indicate a reconciliation at the lower end of the quantitative range.

Based on the analysis, it is my opinion that the market value of the fee simple interest in the subject real property before the imposition of a proposed conservation easement, as of March 20, 2025, was $9,500/acre, or a total value of:

201.287 acres X $9,500/acre = $1,912,227

FACTUAL DATA AFTER ACQUISTION

The legal description is the same as in the before. The neighborhood and property data factors and features are the same.

HIGHEST AND BEST USE AFTER THE EASEMENT

The highest and best use of the property is the development of a farmstead complex within the building envelope to include residences and farm buildings as permitted by the easement; and agriculture, forestry and outdoor recreation within the Farm Areas and Resource Protection Areas.

VALUATION AS PROPOSED TO BE RESTRICTED

A six-step procedure for applying the sales comparison was again used.

1. Research of the market for recent sales of comparable properties.

2. Verification that the sale data are accurate and that the sales are "arm's-length" transactions.

3. Estimated and deducted the contributory value of the improvements to indicate the sale price of the land.

4. Determination of the relevant unit of comparison. For this appraisal I used the sale price of the land/acre.

5. Comparison of the comparables to the subject and adjustment of the comparables for differences.

6. Reconciliation of the indications of value into a final value conclusion.

Information pertaining to each sale is summarized in the following tables. Additional information on each sale is included in the Addenda. All four sales were appraised or inspected by Al DeKrey. I used the most illustrative photographs, including photographs available on line to give the reader the most informative representation of the property. The sales were adjusted for differences in property rights conveyed, financing, conditions of sale, market conditions and differences in physical characteristics in the following adjustment grid. An explanatory narrative follows the summary table and adjustment grid.

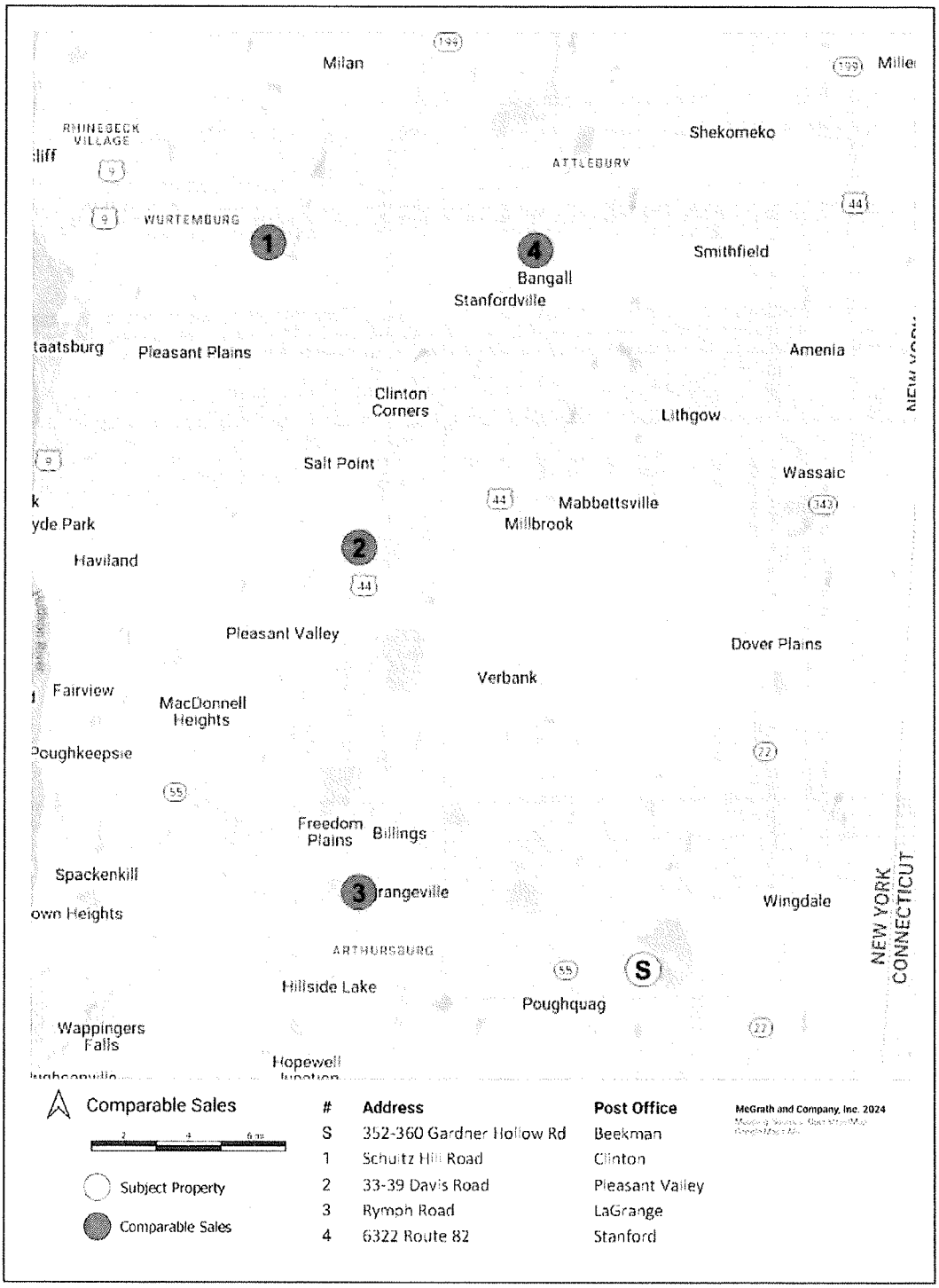
TABLE 3
VALUATION AFTER THE PROPOSED EASEMENT
PROPERTY OF DOMIN
COMPARABLE SALES SUMMARY TABLE

COMPARABLE	SUBJECT	5	6	7	8
GRANTOR/ GRANTEE	DOMIN	FERME FARM LLC TO THE FARM NY LLC	TOWN OF RED HOOK TO HEARTY ROOTS COMMUNITY FARM	KAGAN TO U PARK U PICK LLC	DUTCHESS LAND CONSERVANCY TO MEGILL/ZELMAN
LOCATION	FREEDOM AND ROMBOUT RDS T/LAGRANGE DUTCHESS CO.	6-12 FROG HILLOW ROAD T/BEEKMAN DUTCHESS CO.	7610 NORTH BROADWAY T/RED HOOK DUTCHESS COUNTY	152-158 PROSPECT HILL ROAD T/STANFORD DUTCHESS COUNTY	5427 ROUTE 82 T/WASHINGTON DUTCHESS CO.
SALE PRICE	NA	$1,170,000	$730,000	$825,000	$705,000
PROPERTY RIGHTS CONVEYED	FEE INTEREST SUBJECT TO EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT	FEE INTEREST SUBJECT TO DLC EASEMENT
FINANCING	CASH	CASH	CASH OR CASH EQUIVALENT	CASH OR CASH EQUIVALENT	CASH
CONDITIONS OF SALE	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH	ARM'S LENGTH
TYPE OF PROPERTY	AGRICULTURAL LAND PRIVATE FOREST	AGRICULTURAL LAND WITH FARMSTEAD	AGRICULTURAL LAND WITH RES./OFFICE BUILDINGS	AGRICULTURAL LAND WITH BARN IMPROVEMENTS	AGRICULTURAL LAND & WOODS
DATE OF SALE (APPRAISAL)	3/2025	4/2023	12/2023	12/2023	12/2021
LOCATION	RURAL	SUBURBAN	SUBURBAN	RURAL	RURAL
ACREAGE	201.287	194.98	96.723	112.18	109.72
ZONING	RES. LOW DENSITY	R-45	R40 AND AGR. BUSINESS DISTRICT	RR5	R1.5/LC LAND CONSERVATION
PUBLIC ROAD FRONTAGE (LF) FRONTAGE:ACRE RATIO	1,225 6	3,650 19	3,240 33	1,802 16.1	1,365 12.4
WATER CHARACTER WETLANDS/FLOODPLAIN SLOPE SOILS LAND COVER	STREAM AND PONDS 24% WETLANDS/FLOODPLAIN FLAT TO ROLLING 62% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE 40% FIELDS	NONE 9% WETLANDS FLAT TO ROLLING 72% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE 85% FIELDS	SAWKILL 10% WETLANDS FLAT TO ROLLING 70% PRIME SOILS & SOILS OF STATEWIDE IMPORTANCE 60% FIELDS	STREAMS AND PONDS 35% WETLANDS FLAT TO ROLLING 50% PRIME SOILS & SOILS OF STATEWIDE IMPORTANCE 45% FIELDS AND CLEARINGS	WAPPINGER CREEK 11% WETLANDS FLAT TO ROLLING 45% PRIME SOILS AND SOILS OF STATEWIDE IMPORTANCE 33% FIELDS
VIEW	GOOD OF COUNTRYSIDE	OF COUNTRYSIDE	SIMILAR	OF COUNTRYSIDE	OF COUNTRYSIDE
MUNICIPAL UTILITIES	PRIVATE UTILITIES	PRIVATE UTILITIES	VILLAGE WATER SEWER IN PROXIMITY	PRIVATE UTILITIES	PRIVATE UTILITIES
BUILDING IMPROVEMENTS	NONE	FARMSTEAD	TWO SFR & OFFICE BUILDING	BARNS	BARN
ESTIMATED CONTRIBUTORY VALUE OF IMPROVEMENTS INDICATED VALUE OF LAND	NA NA NA	$230,000 $940,000	$130,000 $600,000	$65,000 $760,000	$15,000 $690,000
LAND PRICE PER ACRE	NA	$4,821	$6,203	$6,775	$6,289
PERMITTED RES. BUILDING ENVELOPES TOTAL RESIDENTIAL BE AREA RATIO OF RESIDENTIAL BE TO TOTAL AREA NUMBER OF RES. BLDGS. PERMITTED	1 9.5 ACRES 5% 1 PRINCIPAL, < 3,500 SF FOOTPRINT	1 16.39 ACRES 8% 1 PRINCIPAL, < 5,000 SF FOOTPRINT	1 3.2 ACRES 3% NO SF CAP	1 SPLIT 6.9 ACRE FARMSTEAD BE 6% 1 PRINCIPAL, < 3,500 SF FOOTPRINT	2 10 ACRES 9% 1 PRINCIPAL, < 4,500 SF FOOTPRINT
AGRICULTURAL BLDGS PERMITTED	SUBJECT TO 2% IMPERVIOUS CAP	SUBJECT TO 2% IMPERVIOUS CAP	YES, SUBJECT TO 2% SF CAP	YES, SUBJECT TO 2% SF CAP	SUBJECT TO 48,000 SF PROPERTY CAP & MAX AGR. STRUCTURE OF 5,000 SF
SUBDIVISION PERMITTED	NOT PERMITTED	NOT PERMITTED	NOT PERMITTED	FOR AGRICULTURAL USE WITH PRIOR APPROVAL	NOT PERMITTED
PPR/CONVENANT TO FARM/ OPTION/RIGHT OF FIRST REFUSAL	NA	NONE	PREEMPTIVE PURCHASE RIGHT TO DUTCHESS LAND CONSERVANCY	NONE	NONE
LAND PRICE PER ACRE	NA	$4,821	$6,203	$6,775	$6,289

TABLE 4
VALUATION AFTER THE PROPOSED EASEMENT
PROPERTY OF DOMIN
COMPARABLE SALES ADJUSTMENT GRID

	5	6	7	8
PROPERTY	FERME FARM LLC TO THE FARM NY LLC	TOWN OF RED HOOK TO HEARTY ROOTS COMMUNITY FARM	KAGAN TO U PARK U PICK LLC	DUTCHESS LAND CONSERVANCY TO MEGILL/ZELMAN
LOCATION	6-12 FROG HILLOW ROAD T/BEEKMAN	7610 NORTH BROADWAY T/RED HOOK	152-158 PROSPECT HILL ROAD T/STANFORD	5427 ROUTE 82 T/WASHINGTON
SALE PRICE/ACRE	$4,821	$6,203	$6,775	$6,289
QUANTITATIVE ADJUSTMENTS				
FINANCING TERMS	0%	0%	0%	0%
CONDITIONS OF SALE	0%	0%	0%	0%
MARKET CONDITIONS	10%	6%	6%	12%
SIZE	0%	-12%	-12%	-12%
ROAD FRONTAGE	0%	0%	0%	0%
AMENITIES	0%	0%	0%	0%
TOTAL ADJUSTMENTS	10%	-6%	-6%	0%
ADJUSTED PRICE/ACRE	$5,303	$5,831	$6,368	$6,289
INDICATED RANGE	$5,303 TO $6,368			
MID RANGE	$5,836			
MEAN	$5,948			
QUALITATIVE ADJUSTMENTS				
PROPERTY RIGHTS CONVEYED				
1 - # OF RESIDENTIAL BE'S	0	0	0	--
2 - % OF RES. BE TO TOTAL ACREAGE	--	+	0	--
3 - SF RESTRICTIONS -RESIDENTIAL	0	--	0	0
4 - SF RESTRICTIONS - AGRICULURAL BLDGS	0	0	0	+
5 - SUBDIVISION RIGHTS	0	0	0	0
LOCATION	0	--	--	--
LAND QUALITY	--	--	0	+
TOTAL QUALITATIVE ADJUSTMENTS	-- --	-- --	--	--
INDICATED VALUE DIRECTION	DOWNWARD	DOWNWARD	DOWNWARD	DOWNWARD
CONCLUSION OF VALUE/ACRE	$5,500			
INDICATED VALUE	$1,107,079			

COMPARABLE SALES LOCATION MAP
AS RESTRICTED BY THE PROPOSED EASEMENT



#	Address	Post Office
S	352-360 Gardner Hollow Rd	Beekman
1	Schultz Hill Road	Clinton
2	33-39 Davis Road	Pleasant Valley
3	Rymph Road	LaGrange
4	6322 Route 82	Stanford

EXPLANATION OF ADJUSTMENTS

I again made both quantitative (dollar or percentage) and qualitative (+ or -) adjustments.

QUANTITATIVE ADJUSTMENTS

CONTRIBUTORY VALUE OF THE IMPROVEMENTS

The sales were improved with residences and barns. The estimated contributory value of the improvements was deducted to indicate the price paid for the land.

FINANCING

The financial terms of a transaction can have an impact on the sale price of a property, if the terms are non-market financing. We analyzed all of the transactions to account for atypical financing terms. To the best of my knowledge, all of the sales used in the analysis were cash or were cash equivalent market-oriented financing. Therefore, no adjustments are required.

CONDITIONS OF SALE

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Each sale is analyzed to determine whether its sale price was affected by any unusual motivations of the part of the principals. The sales are arm's length transactions. No adjustments are required.

MARKET CONDITIONS

This adjustment is to reflect the effect of the passage of time on the value of real property in the market. Changing market conditions can occur due to a number of factors, such as local, state or federal legal revisions, supply and demand imbalances, economic recession or an economic boom. Each sale should be analyzed to determine if the market conditions at the time of sale were similar or different than those that prevail as of the effective date of the appraisal.

I considered the analysis for market conditions detailed in the before valuation (page 53). I again used an adjustment of .5% per month through the end of 2024.

SIZE

This adjustment is an analysis of the relationship that exists between overall area, or size, and unit value. The adjustment is based on the general rule of thumb of the market, the larger the property size, the lower the unit price, or value, and vice versa. Three sales are smaller than the subject. I again considered the size analysis detailed in the before valuation (page 54) and adjusted accordingly. Three sales were adjusted -12% for differences in land area.

ROAD FRONTAGE

The adjustment for this category is a combination adjustment which reflects not only the effect of the property's frontage on its market value but also the utility of the frontage and its accessibility. Road frontage facilitates access and subdivision of a property. An adjustment for road frontage is not typically made in the after valuation, as the development rights have been extinguished.

AMENITIES

A negative adjustment was made in the before valuation to reflect the diminution in value that could be attributed to the three highly visible power transmission lines along the western boundary. No adjustment was made in the after valuation, as the power lines do not overly affect the utility of the adjoining farmland, and in fact add additional acreage as Niagara Mohawk and Central Hudson allow farming within the powerline corridor and easement areas.

QUALITATIVE ADJUSTMENTS

PROPERTY RIGHTS

I made five adjustments for property rights conveyed.

1) **Number of residential building envelopes** – The subject easement allows a single residential building area. Three sales are similar and were not adjusted. The easement of sale 8 allows two residential building envelopes and was considered more liberal. The sale was adjusted downward.

2) **Building Envelope/Site (BE)** – The subject easement allows a 9.5-acre farmstead building envelope, or 5% of the total property area. The easement of sale 7 allows a similar percentage and was not adjusted. The easements of sales 5 and 8 allow larger building envelopes and/or a higher percentage of building area to total acreage. They were adjusted downward. The easement of sale 6 is more restrictive. The sale was adjusted upward.

3) **Single family SF restrictions** – Three sales are similar and were not adjusted. The easement of sale 6 does not cap the residential square footage. The easement was considered more liberal. The sale was adjusted downward.

4) **Agricultural building SF restrictions** – the easement of sale 8 is more restrictive with respect to caps on permitted agricultural structures. The sale was adjusted upward.

5) **Subdivision** – Three sales are similar and were not adjusted. The easement of Sale 7 allows for subdivision for agricultural use, but only with prior approval, which cannot be assumed. The sale was not adjusted.

LOCATION

An adjustment for location is required when the locational characteristics of a comparable property are different from those of the subject property. The analysis of the ORPS SalesWeb and One Key data indicated a superior location for sale 6 in the Town and Village of Red Hook. The Towns of Stanford and Washington are typically considered to have higher values than the LaGrange subject location. All three sales were adjusted downward.

LAND QUALITY

Three physical characteristics were considered: topography, percentage of wetlands and quality of soils. The adjustments for the characteristics are summarized in the table below. The subject and comparables are generally rolling land with relatively minor steep slopes. No adjustments were made. Sale 2 has a significantly higher percentage of wetlands and was adjusted upward. Three sales have higher percentage of good agricultural soil and/or a higher percentage of active fields. They were adjusted downward. Overall, the combined adjustments are neutral for two sales and negative for two sales.

LAND QUALITY ADJUSTMENT

Physical Characteristic	Sale 5	Sale 6	Sale 7	Sale 8
Topography	0	0	0	0
Percentage of wetlands	--	--	+	--
Quality of Soils/% of fields	--	--	0	+
Combined	--	--	+	0

VALUATION AS PROPOSED TO BE RESTRICTED BY A CONSERVATION EASEMENT

CONCLUSION OF VALUE

The preceding comparison results in a range of indicated values for the subject. This result is logical since for any given offering on the market, a range of possible values or transaction zone, exists in which a deal could be made. Customarily, appraisal practice requires that a single point estimate of value be chosen from the indicated range. The selection is made on the basis of the quality and quantity of data available to the appraiser and the relative comparability of each sale.

The net qualitative adjustments ranged from -6% to 10%. The sales indicate a rounded range of $5,303 to $6,368 per acre. The midpoint of the range is $5,836/acre. The mean is $5,948/acre. The qualitative adjustments were downward for all four sales indicating a value of less than the midrange and mean value indicated by the qualitative adjustments toward the lower end of the qualitative adjusted range. Sale 5 was a transfer between related parties, with the sale price established by appraisal. The sale was given less weight.

I gave weight to the remaining sales and concluded a restricted value of $5,500/acre, for a total restricted land value, as of March 20, 2025, of:

201.287 acres X $5,500/acre = $1,107,079

RECONCILIATION AND FINAL VALUE CONCLUSION

In the reconciliation, the difference between the unrestricted property value and the value as proposed to be restricted by easement indicates the market value of the property rights to be acquired through the proposed conservation easement, as of the March 20, 2025 effective date of valuation.

A before and after method of appraising the property was used to arrive at my estimated easement value conclusion. In the before analysis the acreage was considered as unrestricted property, with all development and property rights intact. In the after analysis the acreage was considered as impacted by the terms of the conservation easement. The value of the conservation easement is estimated as the difference between the before and after values. My values conclusions are included in the table below.

SUMMARY TABLE OF VALUES

Before Value

201.287 acres @ $9,500/acre = $1,912,227

After Value

201.287 acres @ $5,500/acre = $1,107,079

Value of the Easement	**$805,148**
Easement value per acre	$4,000
Easement value percentage	42.1%
Less Enhancement	$0
Value of the Easement less Ehancement	**$805,148**

Hypothetical Condition of the Appraisal

In the valuation, I assumed that the restrictions of the proposed easement were in effect as of the date of appraisal, when in fact they are not. I was provided a final draft of the Conservation Easement prepared by the Dutchess Land Conservancy (DLC). A more restrictive or liberal change in the easement agreement may result in a change in the value of the partial rights appraised. This hypothetical condition was approved by the NRCS.

Extraordinary Assumptions of the Appraisal

I was not provided any environmental analysis of the property. The value estimates are predicated on the assumption that there is no hazardous material on the property that would cause a loss in value. I am not an expert in recognizing such conditions and recommend that interested parties engage an environmental expert to survey their property. In the appraisal I assumed a "clean site."

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is intended to comply with the reporting requirements set forth under the Code of Professional Ethics and Standards of Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. The report is also intended to comply with the Appraisal Standards of a Real Property Appraisal for the Forest Conservation Easements for Land Trusts Program.

No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in the report.

The distribution of values estimated herein for land and/or improvements where separately scheduled are values applicable to each such respective element of the subject property under the program(s) of utilization defined herein by virtue of the definition and description of highest and best use. Such individual values may not be applicable under other alternative use programs, and are invalid in conjunction with any other appraisal.

If this appraisal report contains a valuation relating to an estate that is less than the whole fee simple estate, then (i) the value reported for such estate relates to a fractional interest only in the real estate involved, and (ii) the value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

Any sketch(s), map(s), drawing(s), and/or diagram(s) prepared by the appraiser and included in this report have been offered only for the purpose of providing visual assistance. No engineering survey or analysis of the property has been made by the appraiser, and no responsibility is assumed in connection therewith.

If this appraisal report contains a valuation relating to a geographical portion of a larger parcel or tract of real estate, then (i) the value reported for such geographical portion relates to such portion only and should not be construed as applying with equal validity to other portions of the larger parcel or tract, and (ii) the value reported for such geographical portion plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The subject property has been considered to have been held under responsible ownership and competent management, unless otherwise specifically stated. In the absence of a statement herein to the contrary, it is assumed that such quality ownership and management will continue for the remaining economic and useful life estimated thereof.

To the extent, if any, that information, estimates, and/or opinions have been obtained from others, and to the extent, if any, that such information, estimates, and/or opinions have been utilized and/or included herein, the source(s) of such information, estimates, and/or opinions may be deemed to have been sound, responsible, and reliable. However, no responsibility or liability thereof is assumed by the appraiser.

Any representation, indication, and/or description herein as to the physical condition and/or content of the unseen, underlying land or the indiscernible improvements included in this report is intended solely as an expression of the general visual impression gained by the appraiser upon inspection of the property. No representation is made as to any technical and/or engineering expertise of such observations, and no technical and/or engineering professional responsibility is assumed thereof, or for any conditions not observable or specifically mentioned herein.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. 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 this field, if desired.

Possession of this report, or a copy thereof, does not confer any right of disclosure as to the value conclusions, identity of the appraiser, or any part of the contents hereof, or of publication, nor may it be used for any purpose by anyone other than the committee without the prior written consent of the appraiser or the committee, and then only subject to such qualification(s) as may be imposed in connection therewith. Exception to this condition is granted for appraisal reports submitted to any court of competent jurisdiction, or other duly constituted official body by, or on behalf of the committee, pursuant to duly instituted legal proceedings.

The appraiser 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.

I have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), which became effective January 26, 1992. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.

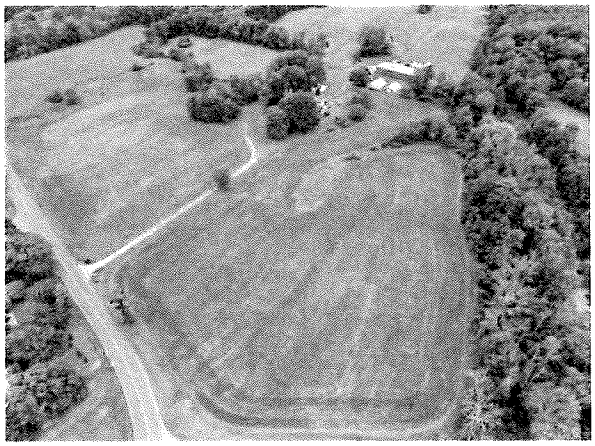
ADDENDA

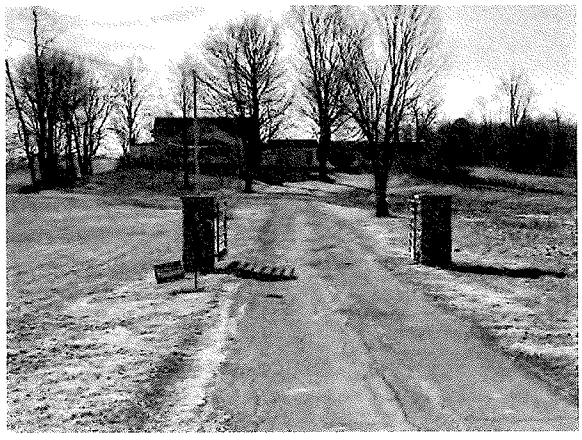
BEFORE THE EASEMENT

Comparable Land Sale #1 – 215 Freedom Road, LaGrange

Property Name	Dandeneau Auto
Tax ID	6461-01-200793
Address	215 Freedom Road
Town/County	LaGrange, Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,500,000
Financing	Cash
Date of Sale	08/11/2022
Grantor	Dandeneau Living Trust Estate of Dandeneau
Grantee	215 Freedom Rd, LLC
Liber/Page	2022/52928 2022/52927
Acreage	110.16
Floodplain	None
DEC Wetlands	4.6% DEC Wetlands
NWI Wetlands	5.8% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	66% Prime Farmland Soils
Statewide Soil	24% Statewide Important Soils
Land Cover	75% Fields
Topography	5% Steep Slopes
Water Character	10% designated wetlands
View	Of Neighborhood
Abuts Conserved Land	None
Zoning	RMD, Residential Moderate Density 80,000 SF minimum
Road Frontage	1,072 feet
Utilities	Electric & Cable Along Road and to Improvements. Private Well & Private Sewer
Easements	None Noted other than typical for power lines
Improvements	Farmstead – House and Garage/Shop
Verification	Jorge Caraballo, Exp Realty, listing agent
Price/Acre	$13,253 net of improvements
Highest & Best Use	Agriculture with potential for future subdivision and residential development
Comments	Farm property acquired by an investment group on speculation. Optioned to a Syracuse development company in April of 2023. Improved with an older house in poor condition and a usable metal car repair shop of 4,000 SF. The Realtor indicated that the house was a tear down and the shop had a contributory value of $40,000. Indicated land sale price of $1,460,000. Transfer included two deeds.







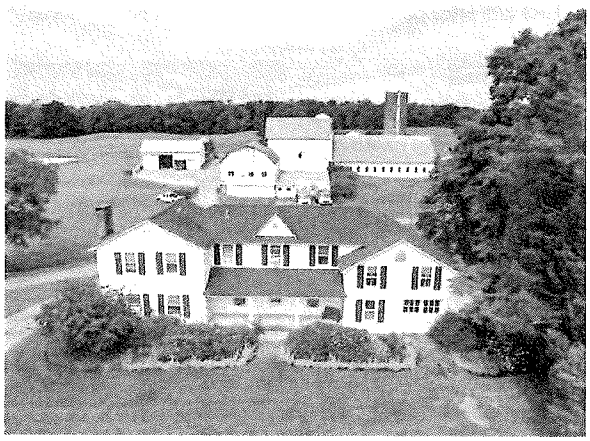
Comparable Land Sale #2 – 353 Gretna Road, Pleasant Valley

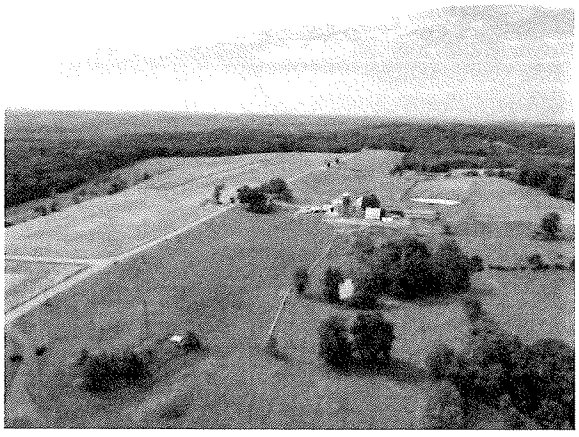
Property Name	Plankenhorn Farm
Tax ID	6364-01-231783
Address	353 Gretna Road
Town	Pleasant Valley, Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,675,000
Financing	Cash
Date of Sale	05/30/2024
Grantor	Blue Mud Farm, LLC
Grantee	Danielle Hollenberg & Louis Milazzo
Liber/Page	2024/1712
Acreage	149.3
Floodplain	18% FEMA Flood zone
DEC Wetlands	8% DEC Wetlands
NWI Wetlands	17% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	22% Prime Farmland Soils
Statewide Soil	42% Statewide Important Soils
Land Cover	60% Fields
Topography	6% Steep Slopes
Water Character	0.5 Acre Pond
View	Neighborhood
Abuts Conserved Land	None
Zoning	RA, Rural Agricultural (5 Acre)
Road Frontage	7,925 feet
Utilities	Electric & Cable Along Road and to Improvements Private Well & Private Sewer
Easements	None Noted other than typical power line easement(s)
Improvements	Farmstead - Residence, Dairy Barn Complex
Verification	Oliver Brown, Listing Agent, Houlihan Lawrence
Price/Acre	$8,908 net of improvements
Highest & Best Use	Estate farm
Comments	An historic working farm property with a large two story 1850s farmhouse (2,228 SF) & a vacant 8,655 SF dairy barn complex. According to the Realtor, the house was "crummy." Contributory value of the house estimated at $100 /SF, the barns at $5/SF, for a total contributory value of $345,000, including $30,000 in site improvements. Indicated land sale price of $1,330,000. Prior sale of $1,500,000 on 11/8/2021. Brown was also the sales agent on this sale. He indicated that it sold low both times, by 10%.



Property Coverage	
Flood Zones:	18.0%
NWI Wetlands:	16.9%
DEC Wetlands:	7.5%
Total Wet	27.4%
Steep Slopes:	5.6%

Subject Property
DEC Wetlands
1% Annual Flood
10ft Contour
0.2% Annual Flood
Slopes 15 - 25%
NWI Wetlands
Slopes 25% or more

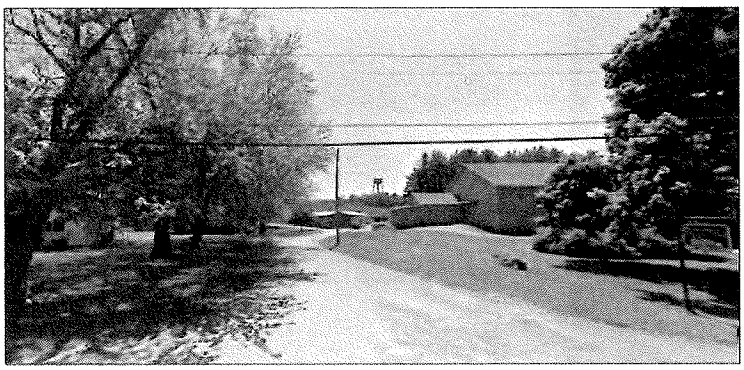




0Comparable Land Sale #3 – Albany Post Road, Red Hook

Property Name	Cookingham Farm East
Tax ID	7 Tax Lots
Address	7598-7617 N Broadway
Municipality	Town and Village of Red Hook
County	Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,575,000
Financing	Cash
Date of Sale	12/11/2023
Grantor	RTC Farm LLC
Grantee	Town of Red Hook
Liber/Page	2024 / 50166
Acreage	108.81
Floodplain	None
DEC Wetlands	0% DEC Wetlands
NWI Wetlands	8% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	65% Prime Farmland Soils
Statewide Soil	5% Statewide Important Soils
Land Cover	50% Fields
Topography	5% Steep Slopes
Water Character	6 Acre Pond
View	Neighborhood
Abuts Conserved Land	None
Zoning	R20,000 (V) & ABD (T) 7-acre min.
Road Frontage	2,250 feet
Utilities	Electric & Cable Along Rd and to Improvements, Municipal Water in Proximity
Easements	Right of way to 4.5-acre residential inholding on north end of pond
Improvements	Farmstead - 3 Residences, Office, Shop, and Barn
Verification	Mike Knutson, Scenic Hudson (RTC Farm LLC), Robert McKeon, Town Supervisor & appraisal report.
Price/Acre	$12,637 net of improvements
Highest & Best Use	Residential subdivision (no approvals)
Comments	Purchase by the town to prevent development of housing on prime farmland soils. Scenic Hudson provided soft money, including an appraisal. Purchase price was $25,000 less than the town's appraisal. The town subdivided and retained 12.1 acres for development of affordable housing and sold 96.7 acres to a farmer subject to a conservation easement (sale 6). Town and village were discussing the potential extension of village sewer to the retained 12.1 acres at the time of sale. The improvements were valued at $200,000 in the town's appraisal, indicating a land sale price of $1,375,000.

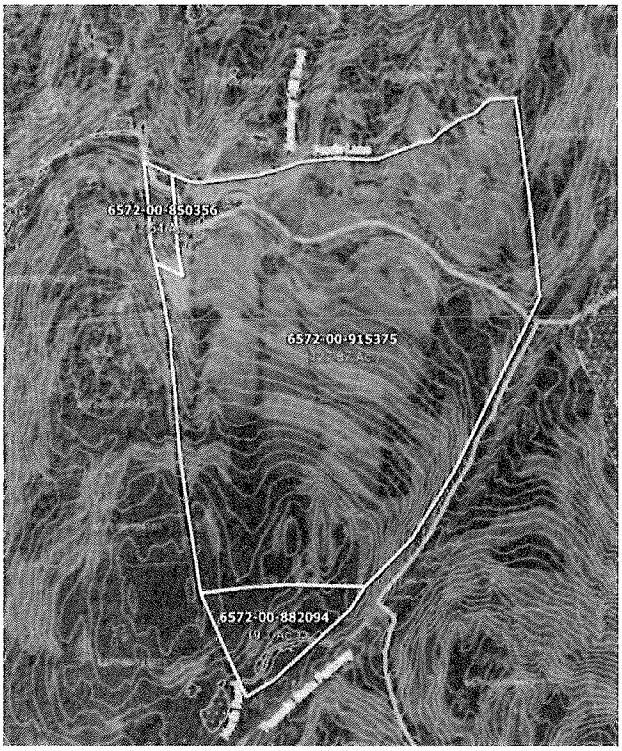






Comparable Land Sale #4 – Academy Hill Road, Red Hook

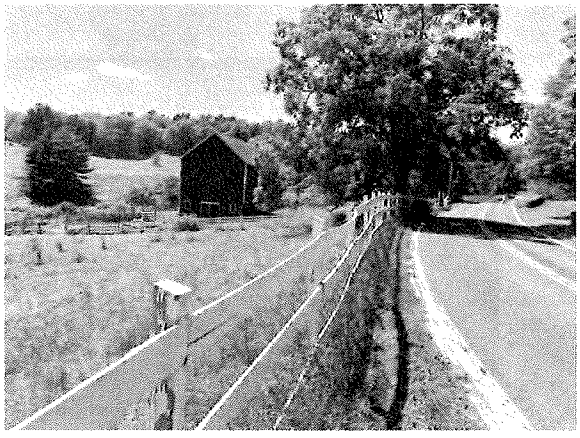
Property Name	Academy Hill Lot 1
Tax ID	6572-00-915375, 850356 & 882094
Address	Academy Hill Road
Town/County	Red Hook, Dutchess
Property Rights	Fee Simple
Arm's Length	Yes
Sale Price	$1,600,000
Financing	Cash or Cash Equivalent
Date of Sale	08/16/2023
Grantor	Jack Grumet & Sue Grumet
Grantee	Andrew Kaufman
Liber/Page	2023 / 52593
Acreage	139.51
Floodplain	None
DEC Wetlands	0% DEC Wetlands
NWI Wetlands	2% NWI Wetlands
Timber	Contributory value not known
Prime Farm Soil	13% Prime Farmland Soils
Statewide Soil	17% Statewide Important Soils
Land Cover	50% Fields & 50% Woods
Topography	32% Steep Slopes
Water Character	Stream
View	Good of Countryside
Abuts Conserved Land	None Known
Zoning	A5A, Very Low Density Residential
Road Frontage	5,945 feet
Utilities	Electric Along Road and to Barn Private Well & Septic Required
Easements	None Noted
Improvements	Two older barns (4,500 SF combined)
Verification	Harry Hill, Listing Agent, Houlihan Lawrence
Price/Acre	$11,325 net of improvements
Highest & Best Use	Estate farm
Comments	Agricultural land of a historic farm located just off the Taconic Parkway. Pastoral landscape with two older barns along the Academy Road frontage. Listed with 3 different RE agencies for $1.695 M to $2.095 M between 11/2020 and 5/2024. All three listings expired, private sale. Contributory value of barns of $20,000. Indicated land sale price of $1,580,000. Grantee previously purchased the associated farmhouse at 575 Academy Hill Road (30.34 acres) in November of 2020 for $1,250,000. Grantee purchased below asking price, no premium as an adjoining property owner was paid.



Property Coverage	
Flood Zones:	0.0%
NWI Wetlands:	2.5%
DEC Wetlands:	0.0%
Total Wet	2.5%
Steep Slopes:	32.0%

Subject Property | DEC Wetlands | 1% Annual Flood | 10ft Contour | 0.2% Annual Flood | Slopes 15 - 25% | NWI Wetlands | Slopes 25% or more

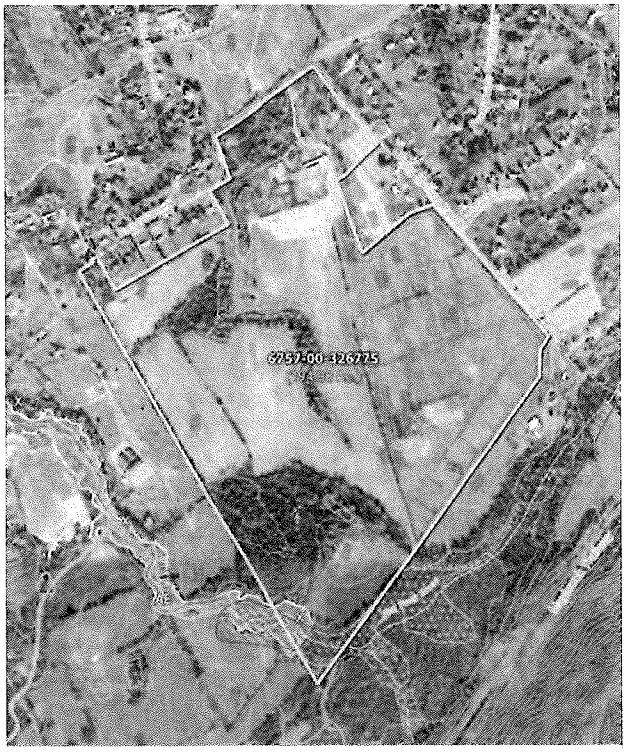


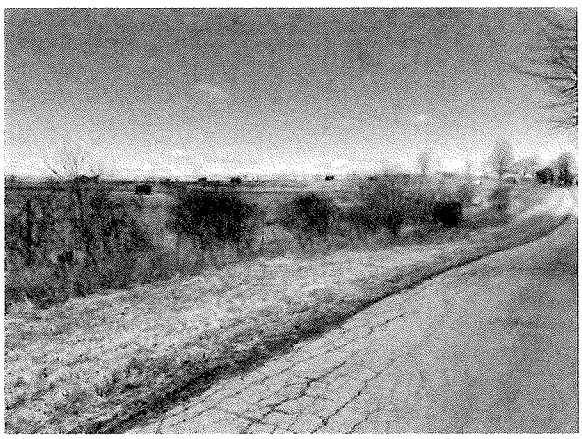


AFTER THE EASEMENT

Comparable Land Sale #5 – 6-12 Frog Hollow Road, Beekman

Property Name	6-12 Frog Hollow Road
Tax ID	6757-00-326775
Address	6-12 Frog Hollow Road
Post Office	Poughquag
Town/County	Beekman, Dutchess
Property Rights	Fee simple
Arm's Length	Yes
Sale Price	$1,170,000
Financing	Cash
Date of Sale	04/25/2023
Grantor	Ferme Farm LLC
Grantee	The Farm NY LLC
Liber/Page	2023 / 1343
Acreage	194.98
Floodplain	1% FEMA Flood zone
DEC Wetlands	1% DEC Wetlands
NWI Wetlands	8% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	29% Prime Farmland Soils
Statewide Soil	43% Statewide Important Soils
Land Cover	85% Fields
Topography	5% Steep Slopes
Water Character	None
View	Of Countryside
Abuts Conserved Land	
Zoning	R-45, Residential (45,000 sq ft)
Road Frontage	3,650 feet
Utilities	Private Utilities
Easements	None Noted
Improvements	Farmstead with 2-family residence (2,432 SF) in fair condition and 10,000 SF pole barn (1981)
Verification	Paul Herrington, Farm Credit East, appraiser
Price/Acre	$4,821
Highest & Best Use	Farm
Comments	Rolling farmland with a high percentage of fields in active agricultural use. Grantor and Grantee are related entities, but the sale price was established by appraisal and agreeable to both parties. Restricted by a DLC conservation easement to a single 16.39-acre farmstead building envelope with development limited to one primary residence, accessory residential and farm related structures (including farm labor housing). Subdivision is not permitted. As of right 2% impervious cap. The contributory value of the improvements was estimated by the appraiser at $230,000, indicating a sale price of the land of $940,000.







Comparable Vacant Land Sale # – 7610 North Broadway, Red Hook

Property Name	7610 North Broadway
Tax ID	6272-00-737990 & 795956, 6273-00-674036 and 6272-07-635943
Address	7610 North Broadway
Municipality	Town & Village of Red Hook
County	Dutchess
Arm's Length	Yes
Sale Price	$730,000
Financing	Cash or Cash Equivalent
Date of Sale	12/14/2023
Grantor	Town of Red Hook
Grantee	Hearty Roots Community Farm
Liber/Page	2024 / 50083
Acreage	96.723
Floodplains	None
DEC Wetlands	0.0% DEC Wetlands
NWI Wetlands	10.0% NWI Wetlands
Timber	
Prime Farm Soil	65% Prime Farmland Soils
Statewide Soil	5% Statewide Important Soils
Land Cover	60% Fields
Topography	5% Steep Slopes
Water Character	Sawkill
View	Similar
Abuts Conserved Land	Proposed easement land west of Rt. 9
Zoning	R40 and Agricultural Business
Road Frontage	3,240 feet
Utilities	Village Water, Sewer in Proximity
Easements	None Noted
Improvements	Two SFR & Office Building
Verification	Erin Hoagland, DLC, Mike Knutson Scenic Hudson, Robert McKeon, Town Supervisor, Ken Migliorelli, low bidder, Paul Herrington, Farm Credit East and appraisal report.
Price/Acre	$6,203
Highest & Best Use	Agriculture
Comments	Resale of a portion of the 108.81 acres purchased by the Town of Red Hook (sale #3). Sold by sealed bid. There were two bids, the second came in at $705,000. Restricted by a conservation easement held by the Dutchess Land Conservancy (DLC) that permits a single farmstead building envelope (3.5 acres) and an Agricultural Operations Complex (3.5 acres) that allows only agricultural buildings. 51.9-acre Farm Area, the remainder is Resource Protection and Stewardship Area. The terms of the easement included a preemptive purchase right with a covenant to farm that was not in effect for the town, but would be in effect in any future sale of the property.

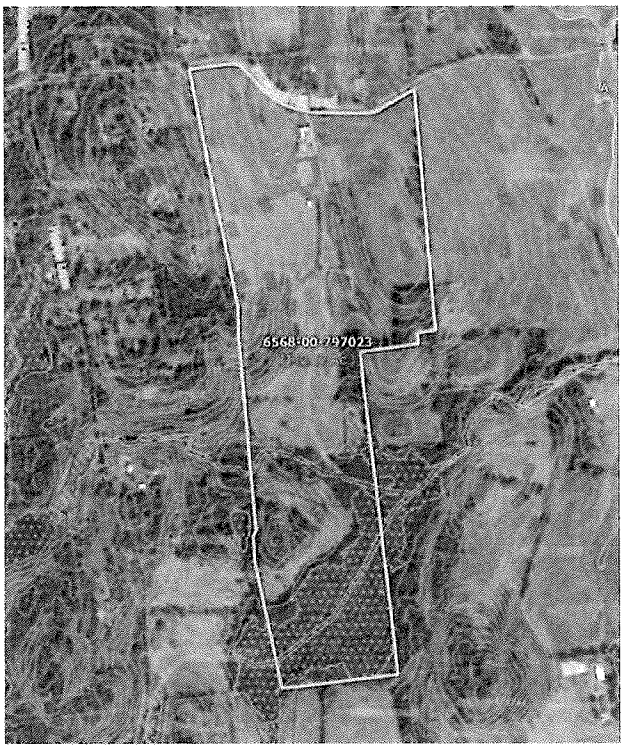






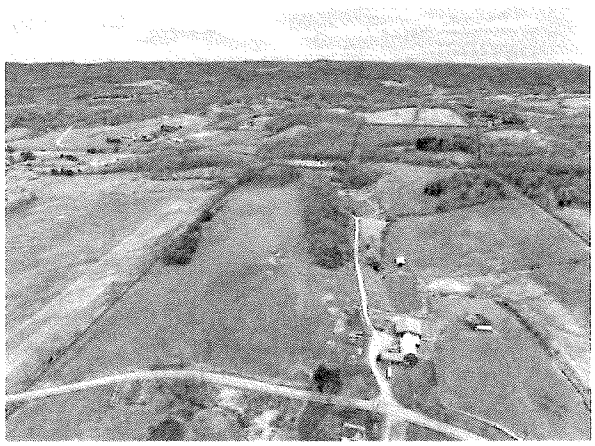
Comparable Land Sale #7 – 152-158 Prospect Hill Road

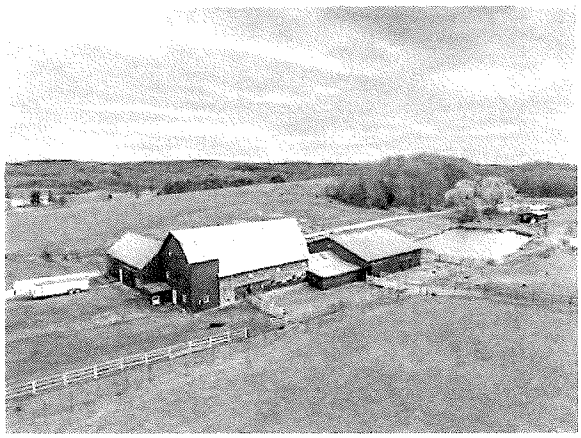
Property Name	Highfield Farm
Tax ID	6568-00-797023
Address	152-158 Prospect Hill Road
Town/County	Stanford, Dutchess
Arm's Length	Dutchess
Sale Price	$825,000
Financing	Cash
Date of Sale	01/11/2024
Grantor	Jonathan H. Kagan
Grantee	U-Park U-Pick, LLC
Liber/Page	22024/724
Acreage	112.18
Floodplains	None
DEC Wetlands	21% DEC Wetlands
NWI Wetlands	17% NWI Wetlands
Timber	Not known, minor contribution
Prime Farm Soil	3% Prime Farmland Soils
Statewide Soil	45% Statewide Important Soils
Land Cover	45% Fields and Clearings
Topography	17% Steep Slopes
Water Character	Streams and Ponds
View	Of Countryside
Abuts Conserved Land	None known
Zoning	RR5 (five-acre minimum lot)
Road Frontage	1,802 feet
Utilities	Private Utilities
Easements	None Noted except typical power lines
Improvements	Large barn complex with a show ring, stalls, room for hay and an office – 6,570 SF. Run-in sheds. 1993 modular residence in fair condition.
Verification	Paula Redmond, Listing Agent, Corcoran Country Living,
Price/Acre	$6,775 net of improvements
Highest & Best Use	Farm
Comments	Sold as a working farm with sheep and cattle. Split 6.9-acre farmstead building envelope with two choices for a residence, limited to 3,500 SF. Upon selection, the second site terminates. Subject to a 48,000 SF property cap and maximum agricultural structure size of 5,000 SF. Can be subdivided for agricultural use with prior approval of the conservancy. Contributory value of the barns estimated at $8/SF, or $50,000 (R). $15,000 contributory value of modular. Total value of improvements is $65,000, indicating a land sale price of $760,000.



Property Coverage	
Flood Zones	0.0%
NWI Wetlands	17.2%
DEC Wetlands	21.0%
Total Wet	24.1%
Steep Slopes	17.2%

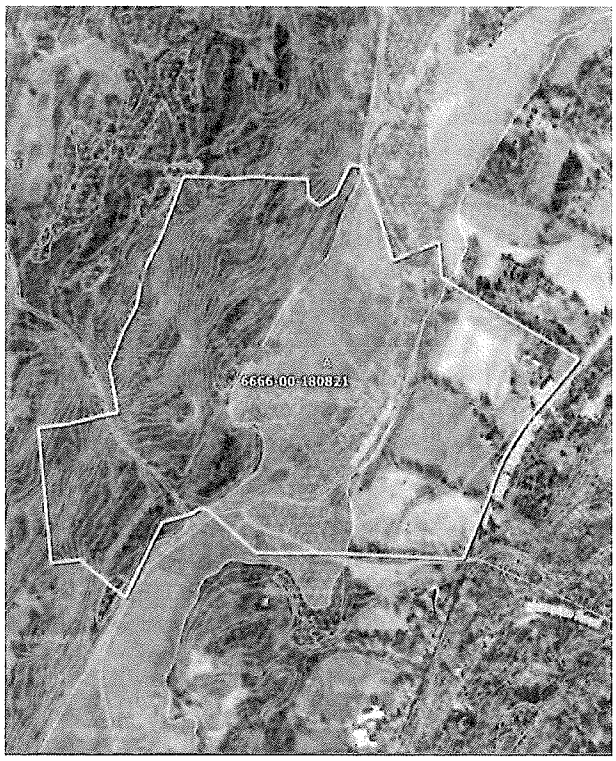
Subject Property
1% Annual Flood
0.2% Annual Flood
NWI Wetlands
DEC Wetlands
10ft Contour
Slopes 15 - 25%
Slopes 25% or more





Comparable Land Sale #8 – 5427 Route 82

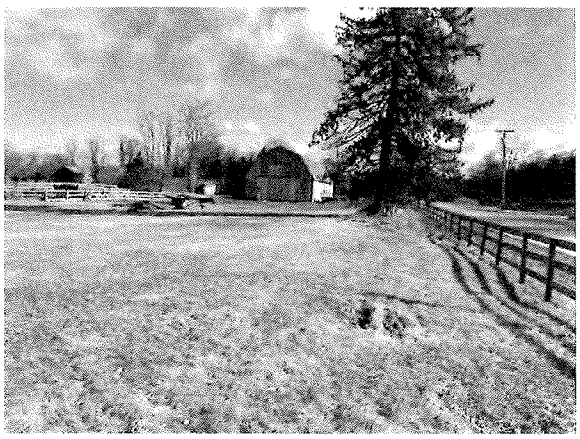
Property Name	5427 Route 82
Tax ID	6666-00-180821
Address	5427 Route 82
Town	Washington
County	Dutchess
Arm's Length	Yes
Sale Price	$705,000
Financing	Cash
Date of Sale	12/17/2021
Grantor	Dutchess Land Conservancy, Inc.
Grantee	Christina Megill & Daniel Zelman
Liber/Page	22021/54912
Acreage	109.72
Floodplains	33% FEMA Flood zone
DEC Wetlands	0% DEC Wetlands
NWI Wetlands	11% NWI Wetlands
Timber	Not known
Prime Farm Soil	14% Prime Farmland Soils
Statewide Soil	31% Statewide Important Soils
Land Cover	33% Fields
Topography	40% Steep Slopes
Water Character	Wappinger Creek
View	Of Countryside
Abuts Conserved Land	None known
Zoning	RL-5, Low Density Residential
Road Frontage	1,365 feet
Utilities	Private Utilities
Easements	None Noted
Improvements	3,024 SF pole barn in avg. condition, several machine sheds in fair condition
Verification	Rebecca Thornton, Executive Director, Dutchess Land Conservancy
Price/Acre	$6,289 net of improvements
Highest & Best Use	Estate farm
Comments	Sale of an endowed property to the Dutchess Land Conservancy. Sold for continued farm use and forestry subject to a conservation easement. Easement allows two building envelopes to be selected by the grantee within a larger designated area. 48,000 SF property cap. Principal residence cap of 4,500 SF. Subdivision not permitted. Contributory value of barn/shed estimated at $15,000 indicating a sale price of the land of $690,000.



Property Coverage	
Flood Zones:	32.9%
NWI Wetlands:	11.3%
DEC Wetlands:	0.0%
Total Wet:	33.8%
Steep Slopes:	39.8%

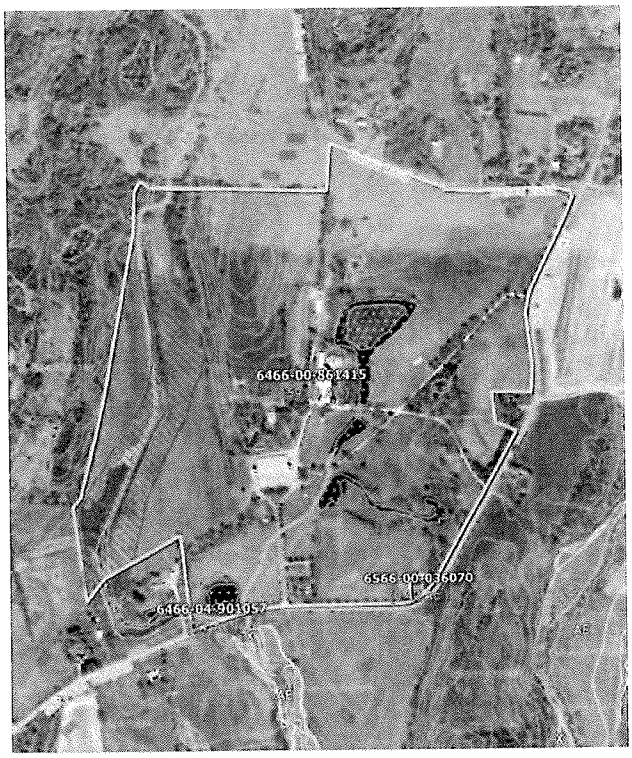
Subject Property
DEC Wetlands
1% Annual Flood
10ft Contour
0.2% Annual Flood
Slopes 15 - 25%
NWI Wetlands
Slopes 25% or more





Comparable Land Sale #X – 2039 Salt Point Turnpike, Clinton

Property Name	2039 Salt Point Turnpike
Tax ID	6466-00-861415 6466-04-901057 6566-00-036070
Address	2039 Salt Point Turnpike
Town	Clinton and Pleasant Valley
County	Dutchess
Sale Price	$1,650,000
Financing	Cash
Date of Sale	06/14/2023
Grantor	Glenmore Farm, Inc. & Patrick F. O'Leary
Grantee	2039 Salt Point Turnpike LLC
Liber/Page	2023/1886 and 1887
Acreage	160.88
Floodplain	None
DEC Wetlands	9% DEC Wetlands
NWI Wetlands	5% NWI Wetlands
Timber	Not known, minor
Prime Farm Soil	5% Prime Farmland Soils
Statewide Soil	69% Statewide Important Soils
Land Cover	80% Fields
Topography	8% Steep Slopes
Water Character	Streams
View	Of Countryside
Abuts Conserved Land	None known
Zoning	RA-5 and AR5, Very Low Density Agricultural
Road Frontage	5,560 feet
Utilities	Private Utilities
Easements	None noted other than typical power line easements
Improvements	Farmstead with two residences,
Verification	
Price/Acre	$6,340
Comments	



Property Coverage	
Flood Zones:	0.0%
NWI Wetlands:	5.5%
DEC Wetlands:	9.1%
Total Wet:	14.1%
Steep Slopes:	7.6%

Subject Property
1% Annual Flood
0.2% Annual Flood
NWI Wetlands
DEC Wetlands
10ft Contour
Slopes 15 - 25%
Slopes 25% or more

Photo Not Available

Photo Not Available

PROFESSIONAL QUALIFICATIONS

ALLAN ROBERT DEKREY, MAI

State Certified General Real Estate Appraiser No. 46-8839

Senior Vice-President McGrath & Company

Business	845-896-5777	1028 Main Street P.O. Box 514 Fishkill, NY 12524
E-Mail	al mcgrathandco.com	
Home	6 Huntington Road, Rhinebeck, NY 12572	

Work History

Real estate appraiser and analyst specializing in valuations, market and feasibility studies and related consulting activities in the Mid-Hudson, Catskill, Central Adirondack and eastern New York regions. Background in community planning.

2002 - 2024	Appraiser - McGrath & Company, Inc., Fishkill, New York
1992 - 2002	Appraiser - McGrath, Basciani & Associates, East Fishkill, New York
1987 - 1992	Appraiser - L.T. Bookhout, Inc., Rhinebeck, New York
1984 - 1987	Appraiser - Hines, Price & Hage, Fairbanks, Alaska
1981 - 1984	Assistant Planning Director - Fairbanks Development Authority, Fairbanks, Alaska
1981	Assistant Planning Director - Fairbanks North Star Borough, Fairbanks, Alaska
1977 - 1980	City Planner - Mercer County Energy Development Board and City of Hazen, Hazen, North Dakota

Education

MAI, Chicago, Illinois, 1993

Master's Degree - Graduate Program in Community and Regional Planning, North Dakota State University, Fargo, North Dakota, 1977

Bachelor of Science - Sociology with concentrations in economics and mathematics, University of North Dakota, Grand Forks, North Dakota, 1974

Specialty

Appraisals of
Natural resource and conservation lands
Conservation easements

Professional Memberships and Advisory Boards

Appraisal Related

Appraisal Institute	1991 - 2024
American Institute of Real Estate Appraisers	1985 - 1990
President, Mid-Hudson Chapter	1997
Lawrence D. Benton Award for Exceptional Chapter Service, Mid-Hudson Chapter	1995
Mid-Hudson Chapter Education Committee Chair	1995 - 1996
Board of Directors, Mid-Hudson Chapter	1995 – 1999 2005 – 2006 2013 - 2014
Regional Ethics and Counseling Panel	1993 - 1995

Planning Related

Rhinebeck Village Zoning Board of Appeals	1995 - 2019
Rhinebeck Village Zoning Review Committee	2014 - 2017
Rhinebeck Town Open Space & Affordable Housing Committee	2006 - 2008
Rhinebeck Village Zoning Revision Committee	2004 - 2006
Rhinebeck Village Zoning Revision Committee	1998 - 2001
Rhinebeck Village Master Plan Committee	1988 - 1991
Rhinebeck CAC/Greenway Committee	2001 - 2002
Alaska Planning Association	1982 - 1986
Northern Region President	1984 - 1985
Governor's Recreation Advisory Committee, State of Alaska	1983 - 1986
Fairbanks North Star Borough (FNSB) Transition Team	1985
FNSB Comprehensive Plan Technical Advisory Committee	1983
FNSB Industrial Site Selection Committee	1981
Hazen Recreation Committee	1978 - 1980

LIST OF COMPANY CLIENTS

ENVIRONMENTAL AGENCIES AND LAND TRUSTS

Agricultural Stewardship Association
American Farmland Trust
Audubon Society
Beaverkill Conservancy
Black Rock Forest Consortium
Butternut Association
Champlain Area Trails
Columbia Land Conservancy
Croton Land Conservancy
Delaware Highlands Conservancy
Dutchess Land Conservancy
Friends of the Great Swamp
Hershey Trust
Hudson Highlands Land Trust
Hudson Preserve
Manitoga
Mohonk Preserve
NYC Dept. of Environmental Protection
NY-NJ Trail Conference
NYS Dept. of Environmental Conservation
NYS Office of Parks Recreation & Historic Preservation
Open Space Institute
Orange County Land Trust
Putnam County Land Trust
Saratoga Plan
Scenic Hudson Land Trust
Storm King Art Center
The Conservation Fund
The Nature Conservancy
Trust for Public Land
Wallkill Valley Land Trust
Watershed Agricultural Council
Westchester Land Trust
Winnakee Land Trust
Woodstock Land Conservancy

FINANCIAL INSTITUTIONS

Allied Irish Bank
Astoria Federal Savings Loan Assoc.
Bank Leumi
Bank of America
Bank of New York
Bankers Trust Co.
Barclays Bank of New York
Bayview Financial
Broadway National Bank
Chase Manhattan Bank
Chemical Bank
Citibank, N.A.
CIT Small Business Lending Corp.
Dime Savings Bank
Empire State Bank
European American Bank
FDIC
Fiduciary Trust International
First Pioneer Farm Credit
First Boston Capital Group
First National Bank of New England
First Vermont
Fleet Bank
Fleet Boston Financial
Fleet Capital
Flushing Savings Bank
Fourth Federal Savings Bank
GE Mortgage Group
GMAC
Greater New York Savings Bank
Greenpoint Savings Bank
Greystone Financial
HSBC
Home & City Savings Bank
Hudson United Bank
Hudson Valley National Bank
Independence Bank
Intervest National Bank
JP Morgan Chase
Key Bank of New York
Legg Mason
Lloyds International
Mahopac National Bank
Mellon Bank
Metro Bank
Mid Hudson Valley Savings Bank
Morgan Guaranty Trust Co.
Morgan Stanley
M&T Bank
National Westminster Bank
Park Avenue Bank
PNC Bank
PMC Commercial Trust
Peoples United Bank
Provident Savings Bank
Putnam County Savings Bank
Reliance Bank
Reilly Mortgage Group
Resource Funding Corp.
Riverside Bank
Rhinebeck Savings Bank
Silo Financial
Sleepy Hollow Bank
South Trust Bank, NA
Staten Island Savings Bank
TEG Federal Credit Union
Ulster Savings Bank
Union Savings Bank
Union State Bank
United North Federal Savings & Loan
USA Bank
Valley View Bank
Wachovia Bank
Walden Federal Bank
Warwick Savings Bank
Washington Mutual Bank
Wells Fargo Bank
West Point Credit Union
Westminster Mortgage
Whitehall Capital
Yonkers Savings & Loan

COMMERCIAL & INDUSTRIAL

Adams Fair Acre Farms
All State Insurance
American Cancer Society
American Tack & Hardware
Appraisers & Planners, Inc.
Aries Development, LLC
Baright Enterprises
Bell Atlantic
Big V Corp. (Shoprite)
Carl Zeiss, Inc.
Charisma Holding Corp.
Chrysler Corporation
Consolidated Edison Company of NY Inc
Contrail, Inc.
CS Real Property
Davis Advisors
Durst Organization
Dyson Foundation
Emerald Fund
Entergy Services, Inc.
Enap, Inc.
Exxon Corporation
GDC
Gasho of Japan
General Electric Company
General Foods Corp.
Guardian Self Storage
Gulf Western Industries, Inc.
Helmes Group
Herb Redl Properties
HO Penn
Hipotronics, Inc.
Hoe Ventures
Howard Johnson Company
Hudson Heritage, LLC
Hyatt Hotels
International Tractor
KPMG Peat Marwick, LLP
Laerdal Medical
Lumelite Corp.
Lyme Timber Company
McDonalds Corporation
Melville Corporation
Metropolitan Transportation Authority
Mobil Oil Corporation
NYS Electric & Gas
NYNE Properties
Orange & Rockland Utilities
Henry Page Development, Ltd.
Penn Mutual
Pepsico
Phelps Dodge Industries
Pizza Hut
Precision Valve Corporation
Prudential Serls Realty
Readers Digest
Reichold Chemical
Royal Insurance
Saratoga Wealth Advisors
Shell Oil
Star Industries
Suburban Propane
Suburban Energy Services
Tallix Inc.
Tennessee Gas
Travelers Insurance
Ukranian National Association
Union Carbide Corporation
United Water Corp.
Verizon
W. W. Grainger
WSH Realty Group
Woodstock Resort Corp.

CONSULTING SERVICE TO DEVELOPERS

Alfred Weissman Real Estate Inc.
Baker Properties
Banta Management
Bayswater Development
Cappelli Enterprises
Carlyle Associates
Cedar Hill Development Corp.
Chazen Companies
Corbetta Construction Corp.
Continental Wingate Nursing Home
East Fishkill Developers
Fuller Development Co.
Development Corp.
Grubb & Ellis Hudson Valley Hospital
Heritage Development Co.
William A. Kelly Company, Inc.
Kirchoff-Consigli Construction, Mgt., Inc.
LaSala Investment Company
Lennar Home Builders
Loewen Development Corp.
McNamee Construction
Midland Construction Company
NYNE Properties
Page Development Corp.
Pawling Properties
Peckham Industries
Pizzagalli Development Corp.
Richman Group
Simone Development Company
Sparrow Construction
Thylan Associates
Toll Brothers
Unicorn Developers
Westchester Modular Homes
Wilder-Balter Partners
Yonkers Contracting Corp.

INSTITUTIONAL

Archdiocese of New York
Arlington Central School District
Bard College
Beacon City School District
Benedictine Hospital
Beth Abraham Health Services
Brewster Central School District
Bruderhof Communities in NY, Inc.
Cardinal Hayes Home for Children
Community of the Holy Spirit
Dover Central School District
Fordham University Ginsburg
Green Chimneys, Inc.
Jewish Community Center of Poughkeepsie
Kingston Hospital
Knights of Columbus
Laerdal Medical
Lincoln Hall
Manhattanville College
Marist College
Marymount College
Mid Hudson Library
Mid Hudson Medical ORP
Missionary Oblates of Mary Immaculate
Mount St. Mary College
New York Catholic Diocese
Northern Dutchess Hospital
Pace University
Putnam County Hospital
Saint Lukes Cornwall Hospital
Saint Frances Hospital
Salvation Army
Sloan-Kettering
Vassar Brothers Hospital
Vassar College
Wappingers Central School District

LEGAL

Anderson, Banks, Moore & Curran
Aronauer, Goldfarb, Sills & Re, LLP
Banks, Curran & Schwam, LLP
Banks, Shapiro & Gettinger, LLC
Bleakley, Platt and Schmidt, P.C
Neal Brown, Esq..
Robert Butts, Esq.
Corbally, Gartland & Rappleyea
Cuddy, Feder & Worby
Daniels & Porco, LLP
Danziger, Markoff
Deckert, Price & Rhoads
Edward Doyle, Esq.
Dickover, Donnelly, Donovan & Biagi
Goherty, Geba & Rodd, PLLC
Fair, Fitzgerald & Hershaft , PC
Fullbright & Jaworski
Epstein, Epstein & Epstein
Farrauto, Berman & Fontana
Finger & Finger, P.C.
Fink, Weinberger, Fredman, Berman & Lowell
Gellert & uartarano, P.C.
Gellert & Rodner, PC
Gerstman, Kelson & Coffill
Goodhue Banks & Arons
Griffin, Coogan, Blose & Sulzer, P.C.
Hanig, Hankin, Stall & Caplicki
Hogan & Rossi
Hinman & Carmichael, LLP
Huff & Wilkes
Herman, Katz, Cangemi & Clyne, LLP
Keane & Beane
Bernard Kessler
Levine & Levine
Loeb & Loeb
Berle, Kass and Case
McCabe & Mack
Meiselman, Farber, Stella & Eberz
Millbank, Tweed, Hadley & McCloy
Alan Moeller, Esq.
Morganthau & Green, LLP
Robert Morgenthau
Nourse & Bowles, LLP
Pagones & Cross
Paul, Weiss, Rifkin & Wharton
Joel Russell, Esq.
Joseph St. Onge, Esq.
Shamberg, Marwell Cherneff & Hockerman, P.C.
Satz & Kirshon
Richard M. Sussman, P.C.
Teahan & Constantino
Thatcher, Proffitt & Wood
Van DeWater & Van DeWater
Vergilis, Stenger, Roberts & Pergament
Wallace & Wallace, LLP
Wallace, Wall, Longdore & Jacobs
Warburg, Dillon & Read
John E. Watkins, Esq.
Wiggin & Dana
Wilder Balter
Robert Wolper, Esq.
Wormser, Kiely, Galef & Jacobs, LLP

MUNICIPAL AGENCIES

City of Beacon
City of Mount Vernon
City of Newburgh
City of New York
City of Peekskill
City of Poughkeepsie
City of Rye
City of White Plains
County of Dutchess
County of Putnam
County of Rockland
County of Westchester
Town of Bedford
Town of Blooming Grove
Town of Clinton
Town of Cortlandt
Town of Eastchester
Town of East Fishkill
Town of Esopus
Town of Fishkill
Town of Goshen
Town of Greenburgh
Town of Harrison
Town of Hyde Park
Town of Kent
Town of Lloyd
Town of Monroe
Town of Mount Kisco
Town of Mount Pleasant
Town of New Castle
Town of North Castle
Town of North Salem
Town of Orangetown
Town of Ossining
Town of Patterson
Town of Pawling
Town of Philipstown
Town of Poughkeepsie
Town of Ramapo
Town of Rhinebeck
Town of Rosendale
Town of Rye
Town of Southeast
Town of Somers
Town of Ulster
Town of Wallkill
Town of Wappinger
Village of Ardsley
Village of Brewster
Village of Briarcliff
Village of Bronxville
Village of Irvington
Village of Mount Kisco
Village of Nyack
Village of Pleasantville
Village of Port Chester
Village of Tarrytown
Village of Wappingers Falls
White Plains Urban Renewal
United States Postal Service
NYS Housing Finance

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 7 - Hyde Park and Pleasant Valley	Truitt*	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston*		
District 3 - LaGrange	Polasek*		
District 16 - Fishkill and Beacon	Valdés Smith*		
District 9 - City of Poughkeepsie	Atkins*		
District 1 - Town of Poughkeepsie	Gorman		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 5 - Town of Poughkeepsie	D'Aquanni (C)	Absent	
District 6 - Town of Poughkeepsie	Kaul		
District 13 - East Fishkill and Wappinger	Paoloni (VC)		
District 18 - City of Beacon and Fishkill	Page		
District 24 - Dover and Pawling	House		

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 (Yes) 0 (No)
Abstentions: 0

2025154 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DOMIN FARM IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

OCTOBER 9, 2025

Roll Call Sheets

District	Last Name	YES	NO
District 7 - Hyde Park and Pleasant Valley	Truitt	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston		
District 3 - LaGrange	Polasek		
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 1 - Town of Poughkeepsie	Gorman		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 6 - Town of Poughkeepsie	Kaul		
District 8 - City and Town of Poughkeepsie	Brendli	Absent	
District 10 - City of Poughkeepsie	Johnson	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page	Absent	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison	Absent	
District 24 - Dover and Pawling	House		

Present: 19 **Absent:** 6 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 19 (Yes) 0 (No)

Abstentions: 0

2025154 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DOMIN FARM IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

OCTOBER 14, 2025