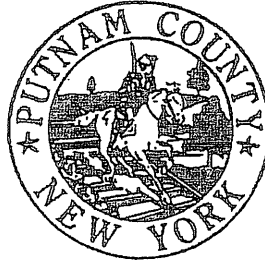


THE PUTNAM COUNTY LEGISLATURE

40 Gleneida Avenue  
Carmel, New York 10512  
(845) 808-1020 Fax (845) 808-1933

Paul E. Jonke *Chairman*  
Amy E. Sayegh *Deputy Chair*  
Diane Schonfeld *Clerk*  
Robert Firriolo *Counsel*



Nancy Montgomery Dist. 1  
William Gouldman Dist. 2  
Toni E. Addonizio Dist. 3  
Ginny Nacerino Dist. 4  
Greg E. Ellner Dist. 5  
Paul E. Jonke Dist. 6  
Joseph Castellano Dist. 7  
Amy E. Sayegh Dist. 8  
Erin L. Crowley Dist. 9

**AGENDA**

**PHYSICAL SERVICES COMMITTEE**

**TO BE HELD IN ROOM 318**

**PUTNAM COUNTY OFFICE BUILDING**

**CARMEL, NEW YORK 10512**

**(Chairman Gouldman, Legislators Castellano, & Montgomery)**

**Tuesday 6:00p.m. July 18, 2023**

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Acceptance/ Physical Services Meeting Minutes/ June 12, 2023**
- 4. Approval/ Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement/ Sr. Deputy County Attorney Conor McKiernan**
  - a. Correspondence from Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm**
- 5. Approval/ Renewal- Putnam County Veterans’ Residence Leases/ Sr. Deputy County Attorney Conor McKiernan**
- 6. Approval/ Reappointment & Appointment Putnam County Agricultural and Farmland Protection Board (AFPB)/ Planning Department Acting Administrator John Tully**
- 7. Approval/ Budgetary Amendment 23A045/ Funding to Respond to Recent Storm Events and Associated Flood Damage Throughout Putnam County/ Administrative Director Department of Public Works Thomas Feighery**
- 8. Approval/ Budgetary Transfer 23T153/ Close Out Various CP Projects and Transfer to the Capital Projects Reserve to Fund Future Projects/ Acting Deputy Commissioner Joseph Bellucci**
- 9. Other Business**
- 10. Adjournment**

July Prep  
7-18  
#3

**PHYSICAL SERVICES COMMITTEE MEETING  
40 Gleneida Avenue Room #318  
Carmel, NY 10512**

**Committee Members: Chairman Gouldman Legislators Castellano & Montgomery**

**Monday**

**June 13, 2023**

The meeting was called to order at 6:30p.m. by Chairman Gouldman and he led in the Pledge of Allegiance. Upon roll call, Legislators Castellano, Montgomery, and Chairman Gouldman were present.

**Item #3 - Acceptance/ Physical Services Meeting Minutes/ May 16, 2023**

Chairman Gouldman stated the minutes were accepted as submitted.

**Item #4 - Approval/ 2023 Agricultural District Inclusion Recommendations/ Interim Director Putnam County Soil & Water District Neal Tomann**

Chairman Gouldman stated Interim Director Putnam County Soil & Water District Neal Tomann was present to speak to the recommendations for the 2023 Agricultural District.

Interim Director Putnam County Soil & Water District Neal Tomann stated for the record, last year there were no applicants. He stated this year they received two (2) applications. He stated the Putnam County Agriculture & Farmland Protection Board (AFPB) voted "no" on both of the applicants this year. He stated the first application was from BarnDog LLC located in the Town of Southeast. He stated it was basically a wood lot, they had very little in terms of a plan. He stated the second application from Hollister Hills Farm in the Town of Putnam Valley did not have a farm infrastructure. He stated it was a lot that had been cleared, but there were no barns or animals. He stated they plan to raise alpacas and chickens, but they did not have anything in the way to demonstrate how they would do that. He stated the AFPB Members had a close vote, it was 5 nays vs 4 ayes to recommend the parcel for inclusion in 2023. He continued to speak to their review of the applicants. He stated that the AFPB Members believe they need to be thorough in their reviews because once they are approved in the Agricultural District the applicant receives some protection from sights, sounds, smells of farming and the operation.

Chairman Gouldman questioned if recommendations were given to the applicants in terms of actions, they would need to take in order to qualify.

Interim Director Putnam County Soil & Water District Neal Tomann stated they did give each of the applicants several recommendations. He stated the AFPB believes each of the applicants will apply again.

Chairman Gouldman stated the business of farming is important throughout New York and the Country.

Legislator Montgomery stated the Legislators can contact the members of the AFPB to discuss their vote. She questioned if Interim Director of Putnam County Soil & Water District Tomann believes the law needs to be revised. She stated there is a lot of leeway in the current law. She questioned if there was opposition from the neighbors and were they in fact informed there was an application submitted.

Interim Director Putnam County Soil & Water District Neal Tomann stated the message they spread is if people are interested in making an application to the AFPB for Inclusion into the Agricultural District they need to begin by working with the municipality, which in that process the neighbors would be notified. He stated when the application is made to the AFPB they want to make sure the local municipality is aware of the intention of the applicant.

Legislator Montgomery recommended that a revision to the law could be to require that the recommendation of the Town Planning Board would need to be provided before it comes to the County.

Interim Director Putnam County Soil & Water District Neal Tomann stated he agrees with that recommendation. He stated he agrees there is room to tailor the existing law.

Legislator Sayegh stated she did consult with Putnam Valley Supervisor Annabi regarding the Hollister Hills Farm. She stated Supervisor Annabi is in agreement that said farm should not be approved to be in the Agricultural District at this time.

Legislator Nacerino stated she was the Legislative liaison to the AFPB for several years. She stated although the applicants have potential, there is more to be done. She stated there should be a plan that demonstrates the need. She stated in the past there has been adamant difference of opinion between the AFPB and the municipality. She stated the AFPB needs to do their due diligence even if the municipality disagrees. She stated the responsibility to make the decision is on the County and the onerous is on the AFPB.

Legislator Crowley stated she would be in favor of tailoring the language in the law moving forward. She expressed that she believes the law needs to be updated. She spoke to the example of having a horseback riding business. She stated it is her opinion that needs to be looked at,

because there are organizations such as Guardian Revival, Pegasus, etc. that offer horseback riding as a form of therapy, giving back to the community and they are making money.

Legislator Montgomery stated that Legislator Sayegh stated she spoke to Supervisor Annabi and reported that the Town is not in favor. She questioned if the Legislature has any formal record of that such as minutes from their meeting, a resolution, etc. anything. She stated the Town Supervisor is not recommending it but was there a democratic process.

Legislator Nacerino stated the Town Board sends a recommendation or non-recommendation to the AFPB. She stated the final decision does not rest with the Town Board. She stated they do not dictate which parcels are accepted into the Agricultural District, the onerous to make the final decision falls on the AFPB.

Legislator Crowley spoke as the Legislative liaison to the Putnam County AFPB, the submission of paperwork, in terms of their plans with their property, differed from that which was sent to the Town and that which was sent to the AFPB.

Chairman Gouldman made a motion to Approve/ 2023 Agricultural District Inclusion Recommendations; Seconded by Legislator Montgomery. All in favor.

**Item #5 – Approval/ Budgetary Amendment - 23A033/NY Metropolitan Transportation Council (NYMTC) Unified Planning Work Program (UPWP) Funds- Putnam County Intersection Planning and Feasibility Study/ Acting Administrator of Planning John Tully**

Acting Administrator of Planning John Tully stated this is a follow up to the Budgetary Amendment 23A027 last month and was passed by the Full Legislature at the June 6<sup>th</sup> meeting in the amount of \$400,000. He stated the County has received an additional \$200,000 which is reflected in Agenda Items #5 and #6. He explained the UPWP funding is from the New York State Metropolitan Transportation Council. He stated feasibility studies help the County plan for projects. He stated the areas that will be included in the Intersection Planning and Feasibility Study are: areas along Milltown Road, New York State Route 52 near Fair Street, Cornwall Hill Road, Fishkill Road and Route 301, Lower Station Road, and Route 9D. He stated the studies will include but will not be limited to these areas. He referenced 2018 when the County was awarded similar funding. He stated the study was done on Ludingtonville Road and Route 52. He explained the information helped the County petition NYMTC to secure funding and redesign said intersection. He stated that would be the plan with this, if similar information is obtained.

Legislator Nacerino questioned if the area to be studied in Patterson on Cornwall Hill Road will be the intersection at Route 311.

Acting Administrator of Planning John Tully stated he believes that is correct. He stated also in Patterson near the monuments and Haviland Drive and Fairfield Drive the crosswalks may be studied. He stated if it is not done under this program, it may be able to be done under the NY Metropolitan Transportation Council Unified Planning Work Program.

Anne Campbell, resident of Town of Kent, stated she was unaware that funding had been obtained for the redesign of Route 52 and Ludingtonville Road.

Acting Administrator of Planning John Tully stated the County secured funding through brokering sessions. He stated the funding is not funding the County can use until, he believes 2027.

Chairman Gouldman made a motion to Approve/ Budgetary Amendment - 23A033/NY Metropolitan Transportation Council (NYMTC) Unified Planning Work Program (UPWP) Funds- Putnam County Intersection Planning and Feasibility Study; Seconded by Legislator Castellano. All in favor.

**Item #6 - Approval/ Budgetary Amendment - 23A034/NY Metropolitan Transportation Council (NYMTC) Unified Planning Work Program (UPWP) Funds- Putnam County Complete Streets Initiative/ Acting Administrator of Planning John Tully**

Acting Administrator of Planning John Tully stated this is similar funding, as in agenda item #5. He stated this funding will be put towards studying Complete Streets Initiatives in areas that the County identified may need it. He stated they listed the following but are not limited to them: Towners Road and Hill and Dale Road intersection, Fairfield Drive and Haviland Drive intersection, Baldwin Place Road and Myrtle Avenue near the schools, Oscawana Lake Road in Putnam Valley, and Peaceable Hill Road in Brewster. He stated they are the ones currently on the plan to be evaluated. Per the request of Legislator Montgomery he read the mission of the Complete Streets Program. He stated in summary Complete Streets is about roadway safety.

Legislator Montgomery stated for the record she did try to get the County to adopt a Complete Streets Policy, which would have been accepted by the State. She stated she tried to get that done along with the Climate Smart Initiative.

Acting Administrator of Planning John Tully stated there is approximately in total \$70 million that Putnam County will receive. He spoke to that projection.

Chairman Gouldman made a motion to Approve/ Budgetary Amendment - 23A034/NY Metropolitan Transportation Council (NYMTC) Unified Planning Work Program (UPWP)

Funds- Putnam County Complete Streets Initiative; Seconded by Legislator Castellano. All in favor.

**Item #7 - Approval/ SEQR Determination/ Type II/ Tilly Foster Farm Cantina Replacement Building #6/ Acting Administrator of Planning John Tully**

Acting Administrator of Planning John Tully stated the review was conducted by the County and determined this is a Type II Action.

Chairman Gouldman requested confirmation that this is the building that Cornell Cooperative is going to be using.

Acting Administrator of Planning John Tully stated that is correct, to the extent that there may be other participants in the project. He stated before any action for this project can move forward there, it will require Legislative approval in the future.

Legislator Montgomery stated she is in support of Cornell Cooperative and their goal to secure funding for this project. She stated she has been critical of the amount of funding that has been put into Tilly Foster Farm in past years. She stated she will support this because of Cornell Cooperative.

Chairman Gouldman stated he too is a strong supporter of Cornell Cooperative and the fine work that they do.

Chairman Gouldman made a motion to Approve/ SEQR Determination/ Type II/ Tilly Foster Farm Cantina Replacement Building #6; Seconded by Legislator Montgomery. All in favor.

**Item #8 - Approval/ Ratification of Applications Submitted for Grant Funding- 2023 Consolidated Funding Application Program/ Acting Administrator of Planning John Tully**

Acting Administrator of Planning John Tully stated the application is due July 17<sup>th</sup>. He stated with that said not all of the criteria has been vetted on the projects that are listed. He stated they reviewed the Capital Projects list and selected them to conduct a review to see if they meet the criteria in the Consolidated Funding Application (CFA). He stated the ones listed in the proposed resolution are viable candidates for funding and most of them do not compete against each other. He stated that means the County could submit multiple applications and potentially receive multiple awards. He stated that he did clear this list with County Executive Byrne.

Chairman Gouldman stated upon his review of the proposed resolution with the projects listed, he agrees they are all very important projects.

Legislator Montgomery requested clarification that there will be separate grant application for each of the proposed projects.

Acting Administrator of Planning John Tully confirmed that was correct.

Legislator Montgomery questioned if there is an award on an application does it require County contribution.

Acting Administrator of Planning John Tully stated that the amount of contribution would vary between the different projects. He stated on the proposed resolution you will see the title of the project, the location of the project, the estimated cost of the project and the CFA award, the difference between the amounts is what the County would have to cover.

Legislator Montgomery wanted to split the vote to address each project listed, because she is not in favor of all of them.

Legislator Montgomery made a motion to split the question; No Second, Motion Failed.

Legislator Castellano stated he is in support of applying for the CFA funding as the proposed resolution has been presented. He stated if the County is rewarded CFA funding for a project, to approve the receipt of the funding it would come in front of the Legislature for approval. He stated then we can determine at the time if the project and funding details, at that time, are in alignment with the County. He stated he is in full support of making this application for the CFA.

Acting Administrator of Planning John Tully clarified, once the County has fully vetted all of the projects, it may be determined based on the criteria that certain projects are not a good fit, and it would then be removed from the list.

Legislator Montgomery stated that she is in support of most of the projects on this list, but does not support the Golf Course Maintenance and Cart Storage facility project that is listed.

Acting Administrator of Planning John Tully spoke to that project briefly.

Anne Campbell, resident of Town of Kent requested which Dams in the Town of Kent are they looking to apply for.

Acting Administrator of Planning John Tully stated they are Dams related to a request from the Town of Kent Highway Supervisor based on a project they have going on. He confirmed the County's application is for improvements to the South Lake Dams.

Chairman Gouldman made a motion to Approve/ Ratification of Applications Submitted for Grant Funding- 2023 Consolidated Funding Application Program/ Seconded by Legislator Castellano. All in favor.

**Item #9 - Discussion/ Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement/ Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm**

Chairman Gouldman introduced Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm, who was present representing the Town of Kent.

Attorney Jamie Spillane stated also present was Attorney Jennifer Gray, with Keene & Beane Law Firm, representing Sunberry Properties LLC. and Anne Campbell is present and is a member of the Town of Kent Board. She stated this project has been in front of this Legislature in other iterations. She provided a brief overview, the Town of Kent owns Ray Singer Court which is the home of the Town of Kent Recycling Center. She stated behind that property there are 135 acres of un-development land that has an access issue. She briefly reflected on the past times they came to the Legislature with this similar request. She explained Ray Singer Court was deeded to the Town of Kent by the County with a reversionary clause that states if the property is not used for a public use, then it reverts back to the County. She stated in order for the Town to grant an easement over Ray Singer Court drive, they need the County to sign off on that. She stated at this time there are no plans for the 135 acres because of the access issues. She stated for clarification that any plans to develop the land will need to go through the Town of Kent Planning process.

Attorney Jennifer Gray stated Keene & Beane Law Firm represents the property owner of the 135 acres. She stated they appeared before the Town Board, back in September of 2022 and they have met with representatives from the Kent Recycling Center. She stated as a result of said discussions they have made adjustments to the proposed easements. She stated now they are looking for the County's consent to enter into the easement agreement.

Chairman Gouldman questioned what kind of development will be constructed on the 135-acre parcel.

Attorney Jennifer Gray stated Keene & Beane Law Firm stated her client, the Principal of Sunberry Properties LLC is not a developer. She stated he is looking to sell the parcel to a developer. She stated any developer who would want the property for a use that is consistent



with the current residential zoning, or the business park overlay zoning would also need to go through the Town of Kent's process.

Chairman Gouldman questioned if this has all been discussed with the Town of Kent Board.

Attorney Jamie Spillane stated yes, the Town Board is aware and understands there is not a specific plan for the use of the property at this time. She stated and, in the future, based on what is proposed for the parcel the appropriate and thorough Town of Kent process would be carried out.

County Attorney Compton Spain and Deputy Attorney Connor McKiernan were present and requested to speak. County Attorney Spain stated he does not believe the County Law Department has all of the facts regarding this matter. He questioned what the said parcel is zoned for at this time. He presented several questions to Attorney Gray. County Attorney Spain stated relative to the easement it is complicated.

Deputy Attorney Connor McKiernan spoke to some wording on a draft proposed easement document sent to the Town of Kent in 2022. He stated there were some provisions he wanted to clarify. He briefly spoke to them.

County Attorney Compton Spain stated his office reached out to the Keene & Beane Law Firm last week and there has not been a return phone call. He stated there have been some threats of litigation from Keene & Beane Law Firm relative to this matter. He requested confirmation that there has been no transaction of funds to the Town of Kent relative to this matter.

Attorney Jamie Spillane stated no the Town of Kent has not received any funding.

Legislator Jonke stated the finer points of this matter can be debated outside of this room. He stated there is no alternate way to get to the 135 parcel. He stated as a former Assessor of the Town of Kent, he was part of researching if there are other access locations and there were none found. He stated he is a big fan of whatever development goes back there. He stated he knows that the possibility of commercial industrial use has been discussed. He stated he believes that would be a perfect location for something like that and would be beneficial to the Town of Kent taxpayers. He stated he would encourage the Attorneys meet to discuss all of the pending matters and bring this forward in the near future. He stated the Town of Kent Planning Process will take a long time. He stated the property owner addressed the Town of Kent almost one year ago. He stated if the finer points could be ironed out, then the Legislature will be able to consider it in the near future.

County Attorney Compton Spain stated he wants to make sure that it is crystal clear and that the Legislature is made fully aware of what is being proposed. He stated as the County Attorney he wants to make sure he is fully aware and understands what is being proposed so he can inform the Legislature.

Legislative Counsel Robert Firriolo requested clarification on a statement regarding the easement in the proposed agreement “shall deem to run with the land”.

Attorney Jamie Spillane stated it means if a subsequent owner were to buy the property, the easement would continue to the subsequent owner. She stated the easement would run independent of who the owner is.

Legislative Counsel Robert Firriolo stated to be clear the Town of Kent is requesting that the Legislature give written permission for an easement to the current owner, but that permission will inure to the benefit of future owners without any further permission required from Putnam County. He stated he wants to make sure the Committee is clear that once the permission is given now, there would be no further opportunity for Putnam County to give permission or withdraw permission for future use of the property.

Attorney Jamie Spillane stated that is correct. She stated to be clear the Town of Kent approval process would still need to be followed.

Legislator Crowley stated that she believes it to be premature to bring this matter to the Legislature. She stated for the Legislature to have no information on the proposed infrastructure, whether it would be commercial or not, and how it will impact the Town of Kent and its current infrastructure. She stated she would like more detailed information prior to her giving consideration and review of this project.

Susan Kotzur, Chairperson of the Commission of the Kent Recycling Center. She stated this is the third or fourth time that a request has come for this easement from different developers. She stated she has a lot of paperwork related to the past requests, if anyone is interested in reviewing it. She stated the Kent’s Recycling Center Commission Committee (KRCC) does not believe this will help the KRCC. She stated the KRCC provides a free service to the Town. She clarified they do not receive any funding from the Town of Kent. She thanked County Attorney Spain in stating this is a very confusing matter. She stated again the members of the KRCC do not believe this will help their mission. She stated to give permission for a business to use a driveway that was paid for with private monies. She stated it cost the KRCC \$105,000 to build a culvert, a concrete prefab culvert that was put into the stream. She stated she has suggested that the businesses that look at the parcel should also look at getting a couple of culverts and go down the road a bit and enter the Town of Kent property.

Legislator Nacerino stated she would like to reiterate that this is just the start of the process. She stated there is a very stringent review process by the Town and their Home Rule, before any industrial, residential, or business property is entertained.

Chairman Gouldman stated this item was on the agenda as a discussion. He thanked the Attorneys for being present. He encouraged that they meet with the County Attorney and his Attorneys to clear up any and all pending questions and confusion.

**Item #10 – FYI/ County Facility Renovations Capital Reserve/ Interim Commissioner of Finance Michael Lewis**

Purchasing Director John Tully stated he noted that Interim Commissioner of Finance Lewis was not present. He stated he is aware of this. He stated the Finance Department worked with the Highways & Facilities Department in listing these Capital Projects that are now being closed and the surplus funding will be transferred to the Capital Improvement Fund.

**Item #11– Other Business - None**

**Item #12 - Adjournment**

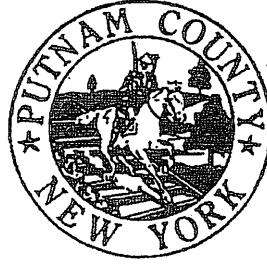
There being no further business at 7:27 P.M. Chairman Gouldman made a motion to adjourn; Seconded by Legislator Castellano. All in favor.

Respectfully submitted by Deputy Clerk Diane Trabulsky.

THE PUTNAM COUNTY LEGISLATURE

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AGENDA

PHYSICAL SERVICES COMMITTEE  
TO BE HELD IN ROOM 318  
PUTNAM COUNTY OFFICE BUILDING  
CARMEL, NEW YORK 10512

(Chairman Gouldman, Legislators Castellano, & Montgomery)

Monday

6:30p.m.

June 12, 2023

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2. Roll Call
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8. Approval/ Ratification of Applications Submitted for Grant Funding- 2023 Consolidated Funding Application Program/ Acting Administrator of Planning John Tully

9. Discussion/ Town of Kent with Sunberry Properties LLC Tax Map Section 22, Block 1, Lot 23.2, Town of Kent – County Approval to Grant Easement/ Attorney Jamie Spillane of Hogan, Rossi & Liguori Law Firm
10. FYI/ County Facility Renovations Capital Reserve/ Interim Commissioner of Finance Michael Lewis
11. Other Business
12. Adjournment

APPROVED  
#4  
Phys.  
7/18/23

RESOLUTION

APPROVAL/LIMITED WAIVER/DEED RESTRICTION/TOWN OF KENT TM NO.: 22.-1-23.2

WHEREAS, by deed dated December 12, 1990, which was recorded in the Office of the Putnam County Clerk on December 18, 1990 in Liber 1111 at Page 110, the County of Putnam conveyed a certain parcel of real property designated and described as Town of Kent TM No.: 22.-1-23.2 to the Town of Kent; and

WHEREAS, the County previously acquired Town of Kent TM No.: 22.-1-23.2 through a tax foreclosure proceeding; and

WHEREAS, said deed contains a reversionary interest requiring the County's express written consent in the event that the property is used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, or in the event that the property is used for other than a public purpose and benefit; and

WHEREAS, Sunberry Properties LLC is seeking to develop adjoining parcels of real property, identified as Town of Kent TM No. 22.-1-21; and

WHEREAS, it is expected that such project will result in economic development and job creation in the Town and the County; and

WHEREAS, in furtherance of this project, Sunberry Properties LLC has requested that the Town provide it with an easement across a certain portion of Town of Kent TM No.: 22.-1-23.2, for the purposes of accessing Town of Kent TM No.: 22.-1-21, from NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances therein to serve Town of Kent TM No.: 22.-1-21; and

WHEREAS, the Town of Kent is desirous of conveying such easement to Sunberry Properties LLC; and

WHEREAS, the Town of Kent has requested that the County of Putnam grant a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110 for such purpose; and

WHEREAS, Sunberry Properties LLC has agreed to pay the County of Putnam valuable consideration in the amount of sixty-five thousand dollars (\$65,000) for the County's consent to the easement; and

WHEREAS, the Physical Services Committee has reviewed and approved this matter; now therefore be it

RESOLVED, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein; and be it further

RESOLVED, that the County of Putnam consents to and approves an easement across Town of Kent TM No.: 22.-1-23.2, which shall be in the substantial form and content contained in the attached Exhibit "A"; and be it further

RESOLVED, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM No.: 22.-1-21 would not be deemed uses of Town of Kent TM No.: 22.-1-23.2 for "other than a public use"; and be it further

RESOLVED, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect; and be it further

RESOLVED, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", Sunberry Properties LLC shall pay to the County the sum of \$65,000; and be it further

RESOLVED, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein, and be it further

RESOLVED, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution; and be it further

RESOLVED, this Resolution shall take effect immediately.

EXHIBIT "A"



## EASEMENT AGREEMENT

**EASEMENT AGREEMENT** (this "Easement Agreement") made the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the TOWN OF KENT, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "**Town**") and SUNBERRY PROPERTIES LLC, having an office address of 1834 Route 376, Poughkeepsie, New York 12603 ("Sunberry").

### WITNESSETH

**WHEREAS**, the Town is owner of a certain parcel of land located in the Town of Kent, County of Putnam and State of New York, shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described on **Schedule "A"** which is attached hereto and made a part hereof (the "Town Parcel"); and

**WHEREAS**, Sunberry is owner of a certain parcel of land located in the Town of Kent, County of Putnam and State of New York, shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 21, and being more fully described on **Schedule "B"** which is attached hereto and made a part hereof (the "**Sunberry Parcel**" which together with the Town Parcel are collectively called herein the "Subject Parcels" and each of which Subject Parcels are sometimes referred to as a "Subject Parcel"); and

**WHEREAS**, to gain adequate access to the Sunberry Parcel for the purposes of future economic development, Sunberry seeks a permanent easement and right of way for all purposes of ingress to and egress from the Sunberry Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances,

upon, over, under and across a certain portion of the Town Parcel as more fully described in **Schedule “C”** which is attached hereto and made a part hereof (the “**Easement Area**”); and

**WHEREAS**, the County of Putnam (the “**County**”) granted and conveyed the Town Parcel to the Town by a deed dated December 12, 1990 and recorded in the Putnam County Clerk’s Office on December 18, 1990 (the “**County Deed**”, a copy of which is attached hereto and made a part hereof as **Schedule “D”**), wherein the County (i) reserved a right-of-way and easement across the Town Parcel, (ii) granted a right-of-way and easement to the Town across the Town Parcel; and (iii) created a reversionary interest for the County’s benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County’s express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit; and

**WHEREAS**, the Town Parcel is the site of the *Kent Recycling Center*, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for in this Easement Agreement subject to the conditions below; and

**WHEREAS**, on August 7, 2018, by Resolution No. 191 of 2018 (“**Resolution No.191**”, a copy of which is attached hereto and made a part hereof as **Schedule “E”**), the County of Putnam Legislature consented to and approved the grant of an easement and right-of-way on terms similar to the terms in this Easement Agreement, and confirmed that the construction and use of a driveway thereon to provide access to the Sunberry Parcel, would not be deemed uses of the Town Parcel for “other than a public purpose”; and

**WHEREAS**, on August 14, 2018, by Resolution No. 316 (“**Resolution No. 316**”, a copy of which is attached hereto and made a part hereof as **Schedule “F”**), the Town of Kent Town Board approved the grant of the easement and right-of-way on terms similar to the terms in this Easement Agreement as memorialized in the proposed agreement between the prior owner of the Sunberry Parcel (the “**Prior Sunberry Parcel Owner**”) and the Town (the “**Resolution No. 316 Easement Agreement**,” a copy of which is attached hereto and made a part hereof as **Schedule G**; and

**WHEREAS**, the grant of easement and right of way approved by the Town of Kent Town Board by Resolution No. 316 and as reflected in the Resolution No. 316 Easement Agreement was terminated by the Prior Sunberry Parcel Owner pursuant to Paragraph 7 of the Resolution No. 316 Easement Agreement by a termination document recorded in the Office of the Putnam County Clerk (the “**Termination**”, a copy of such Termination is annexed hereto and made a part hereof as **Schedule H**; and

**NOW THEREFORE**, the Town, in consideration of the premises and other good and valuable consideration received from Sunberry, the receipt of which is acknowledged, does hereby establish for the benefit of the Sunberry Parcel and any present and future owners of the Sunberry Parcel (each a “**Sunberry Parcel Owner**” and collectively the “**Sunberry Parcel Owners**”), and gives and grants unto each Sunberry Parcel Owner and such Sunberry Parcel Owner’s heirs, executors, administrators, legal representatives, successors and assignees forever, a permanent easement and right-of-way (collectively the “**Easement**”) upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Sunberry Parcel from and to NYS Route 52, and (ii) the installation, use, repair and

replacement and maintenance of utility lines and appurtenances to serve the Sunberry Parcel, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in **Paragraph 7** of this Easement Agreement:

**1. The Easement.**

The Easement shall run with the land in perpetuity for the benefit of the Sunberry Parcel and the Sunberry Parcel Owners, but the Easement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

The Town reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere with or cause physical damage or injury to the Easement Area. The Town shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved non-exclusively to the Sunberry Parcel Owners. In addition, the Town shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express prior written approval of the Sunberry Parcel Owner at the time of such landscape work, and in such Sunberry Parcel Owner's sole discretion, with regard to the location and species of said trees, bushes or shrubs. The County of Putnam's rights provided for in the County Deed, including the County's right of way over the Town Parcel, shall be in no way limited, restricted or fettered by this Easement Agreement.

**2. Installation, Maintenance and Repair.**

The Sunberry Parcel Owner shall bear all costs and expenses for the installation of any and all improvements made by Sunberry Parcel Owner to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's established standards as well as all applicable building and other governmental codes, regulations and permits.

The Sunberry Parcel Owner (always to be read as inclusive of its successors and assigns) shall have the responsibility upon issuance of a building permit for construction pursuant to a site plan approval granted by the Town of Kent, to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously (but subject to force majeure delays), so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area.

The Sunberry Parcel Owner shall have the responsibility upon issuance of a building permit for construction pursuant to a site plan approval granted by the Town of Kent, to construct and install improvements to the Kent Recycling Center to improve ingress and egress to and from the Kent Recycling Center. Such improvements shall be vetted during the Town of Kent's review of the site plan application for future development of the Sunberry Parcel and shall include, as determined appropriate by the Town of Kent, the following elements or suitable alternatives: (1) improved access, including a queue lane, (2) landscape

screening from the Easement Area, and (3) secondary means of ingress and egress for the Kent Recycling Center.

The Town hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by the Sunberry Parcel Owner within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued (but subject to force majeure delays), and so long as customary insurance is maintained protecting the Town from the risks involved.

### **3. Insurance.**

The Sunberry Parcel Owner shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Town as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the Town at the address as set forth above or such other address as the Town shall specify. Certificates of insurance shall be provided to the Town within fifteen (15) days of a written request.

Prior to the Sunberry Parcel Owner commencing any construction work within the Easement Area, the Sunberry Parcel Owner shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of construction work in on or about the Easement Area, general liability insurance in a commercially reasonable amount

naming the Town as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

#### **4. Damage and Default.**

Regardless of availability of insurance proceeds, the Sunberry Parcel Owner shall promptly repair any damage to the Easement Area caused by the Sunberry Parcel Owner or Sunberry Parcel Owner's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Sunberry Parcel Owner fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently and commencing and continuing to perform the necessary work, the Town may make such repairs and the Sunberry Parcel Owner shall reimburse the Town for the cost thereof within thirty (30) days of presentation of documentation to Sunberry Parcel Owner which reasonably details such costs. In the event damage to the Easement Area occurs by casualty at no fault of the Town or the Sunberry Parcel Owner, the Town and the Sunberry Parcel Owner shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, the Town and the Sunberry Parcel Owner shall cooperate to the fullest extent reasonably required to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Sunberry Parcel Owner, the lien must

be bonded, satisfied or removed by the Sunberry Parcel Owner within thirty (30) days following the receipt of notice of the filing thereof.

**5. Indemnity.**

The Sunberry Parcel Owner shall indemnify, defend and save the Town harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Sunberry Parcel Owner and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Sunberry Parcel Owner or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

**6. Notices.**

All notices, requests, claims, demands, and other communications (together "Notices") hereunder shall be in writing and shall be sent by (i) overnight delivery using a nationally recognized overnight courier, (ii) personally delivered, or (iii) mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same as its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery. All Notices under this agreement shall be provided to the County of Putnam, in the care of the County Attorney, at 48 Gleneida Ave, Carmel Hamlet, NY 10512.

**7. Effective Date, Duration, Modification, Cancellation.**



This Easement Agreement is intended to be recorded by the Sunberry Parcel Owner following its full execution and delivery to the Sunberry Parcel Owner. Sunberry shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Sunberry Parcel and the Sunberry Parcel Owner shall not be exercised or deemed effective until and unless the Sunbury Parcel Owner receives the approval from the Town Board of the Town of Kent and from the County of Putnam and this Easement Agreement is recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Town or the Sunberry Parcel Owner. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the Town and the Sunberry Parcel Owner and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Sunberry Parcel Owner unilaterally by a written instrument executed and acknowledged by the Sunberry Parcel Owner releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office. The Sunberry Parcel Owner shall provide the Town with notice of such termination cancellation within fourteen (14) business days following such termination.

**8. Binding: Assignment.**

This Easement Agreement shall be binding upon and inure to the benefit of and be enforceable by the Town and its successors and assigns; and by Sunberry and the Sunberry Parcel Owner's heirs, executors, administrators, legal representatives, successors and assigns.

The Sunberry Parcel Owner may freely assign its rights hereunder to any person, firm or entity acquiring title to the Sunbury Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all the assignor's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to the Town, the assignor shall be released from all of its obligations thereafter arising hereunder.

**9. Non-Waiver.**

No waiver by a party hereto of any provision of this Easement Agreement shall constitute a waiver by such party of any other provision. No failure to insist upon or to enforce any provision of this Easement Agreement shall constitute or be interpreted as a waiver thereof.

**10. Governing Law.**

This Easement Agreement shall be governed by the laws of the State of New York.

**11. Severability.**

If any term or provisions of this Easement Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

**12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Sunberry Parcels shall at all times be subordinate to the terms of this Easement Agreement and to the County of Putnam's interests contained in the County Deed and any party foreclosing any

such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement Agreement.

**13. Reference to Agreement in Deeds.**

This Easement Agreement shall run with the land, and each and every owner of the Sunberry Parcel by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Easement Agreement, covenants and agrees to observe, perform and be bound by this Easement Agreement and to incorporate the same by reference in any deed or other conveyance of any portion of the Sunberry Parcel Owner but failure to incorporate this Easement Agreement by reference shall have no bearing on the effectiveness of this Easement Agreement.

**14. Interpretation**

The singular number as used in this Easement Agreement shall be read as the plural number, and *vice versa*, the masculine gender shall be read as the feminine or neuter gender, and *vice versa*, whenever necessary to give full effect to the terms and provisions hereof.

**15. Recording.**

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Easement Agreement and the Easement created hereby shall run with the land in perpetuity.

**16. Consent of Putnam County.**

The County of Putnam shall be required to execute this Agreement for the limited purposes of confirming County of Putnam's consent to the grant of the Easement as herein

provided and that it does not consider the use of the Easement Area for access to the Sunberry Parcel Owner's Parcel to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

**17. Consent of Owners of the Sunberry Parcel.**

Sunberry, owner of the Sunbury Parcel, is executing this Easement Agreement for the purposes of consenting to the terms and provisions hereof and the recording of this Easement Agreement in the Putnam County Clerk's Office.

**18. Additional Consideration for Grant of Easement.**

Sunbury, in order to facilitate consideration of the grant by the County of its consent to the grant of the Easement provided for in this Easement Agreement, hereby agrees to pay to the County the sum of \$65,000 by official bank check drawn to the County's order, or by such other method as the County and Sunberry shall otherwise agree, to be delivered to the County immediately following the recording of this Easement Agreement.

**IN WITNESS WHEREOF**, the undersigned have signed this Easement Agreement as of the date first above written.

**TOWN OF KENT**

**SUNBERRY PROPERTIES LLC**

By: \_\_\_\_\_  
Name  
Title:

By: \_\_\_\_\_  
Name:  
Title

**Consented to and Confirmed By:**

THE COUNTY OF PUTNAM

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

Name:

Title:

**ACKNOWLEDGMENTS FOLLOW**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared JAMIE McGLASSON, 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 person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared STEPHEN HOARE, 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 person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared \_\_\_\_\_, 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/she** executed the same in **his/her** capacity, and that by **his/her** signature on the instrument, the person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Schedule A**

Description of Town Parcel



SCHEDULE "A"

LINES 1111 = 111

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE, 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 06°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 85°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 580.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 85°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.186 acres within said bounds.

**Schedule B**

Description of the Sunbury Parcel

Tax Parcel Section 22. Block 1 Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at the corner formed by the intersection of the southwesterly side of SH 503 - Route 84 and the westerly side of Lorne Road;

RUNNING THENCE along the westerly side of Lorne Road, the following courses and distances:

South 14° 17' 35" West 12.51 feet;  
South 6° 46' 20" West 35.47 feet;  
South 13° 19' 50" West 90.89 feet;  
South 13° 22' West 340.98 feet;  
South 13° 48' 40" West 211.31 feet;  
South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

RUNNING THENCE along lands now or formerly of Thomas and Mary A. Brogan, and lands now or formerly of Johns and lands now or formerly of Hickey and lands now or formerly of Lawson and lands now or formerly of Joseph and Antoinette Czaha and lands now or formerly of Vincent and Genoveffa Fouchet and lands now or formerly of Joseph and Aura Galli and lands now or formerly of Patrick F. and Angela M. Gartlan, the following courses and distances:

North 87° 31' 10" West 106.34 feet;  
North 89° 01' 20" West 280.46 feet;  
North 87° 14' West 255 feet;  
North 88° 31' West 165 feet;  
South 13° 05' 10" West 207.31 feet;  
South 17° 25' 50" West 82.40 feet;  
South 4° 13' 50" West 147.60 feet;  
South 11° 18' 30" West 94.60 feet;  
South 6° 59' 20" West 258.51 feet;  
South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FF; and

RUNNING THENCE along said last mentioned lands, North 76° 40' 20" West 463.68 feet to lands now or formerly of Kent Development Company, Inc.; and

RUNNING THENCE along last mentioned lands, the following courses and distances:

North 76° 35' West 214.49 feet;  
North 78° 37' 10" West 205.98 feet;  
North 6° 41' 30" West 173.63 feet;  
North 72° 03' 50" West 45.33 feet;  
North 68° 44' 30" West 92.41 feet;  
North 9° 46' 10" West 24.02 feet;  
Due North 114.82 feet;  
North 65° 33' West 440.61 feet;  
South 14° 18' West 191.57 feet;  
South 15° 13' 40" West 248.92 feet;  
North 73° 00' 50" West 201.57 feet;  
North 75° 42' 30 seconds West 70.94 feet;  
North 82° 28' 30" West 42.43 feet;  
South 80° 34' 40" West 72.49 feet;  
South 88° 34' 40" West 53.19 feet;  
North 62° 22' 10" West 73.01 feet;  
North 64° 14' 40" West 91.76 feet;  
North 69° 14' West 37.03 feet;  
North 82° 56' 50" West 52.75 feet;  
North 77° 30' 50" West 94.17 feet;  
North 69° 10' 30" West 122.45 feet;  
North 74° 58' 40" West 69.12 feet;  
North 9° 35' East 291.76 feet;  
North 3° 43' East 1119.25 feet;  
North 5° 24' 10" East 304.16 feet;  
South 88° 13' 50" East 43.75 feet;  
North 3° 43' 10" East 114.94 feet;  
North 5° 03' 20" East 80 feet to lands now or formerly of Mildred Sells; and

RUNNING THENCE along the last mentioned lands, the following courses and distances:

North 66° 38' 40" East 341.70 feet;  
North 8° 08' 40" East 269.23 feet;  
North 55° 36' 40" East 229.39 feet to lands now or formerly of Mays Ware, Inc.; and

RUNNING THENCE along last mentioned lands, South 70° 16' 10" East 56.95 feet and  
South 84° 37' 20" East 528.02 feet to lands now or formerly of Rachel Palley Panken; and

RUNNING THENCE along said last mentioned lands, the following courses and distances:

South 21° 33' West 798.19 feet;  
South 84° 30' 30" East 90.96 feet;  
North 81° 26' 40" East 75.99 feet;  
South 83° 20' 50" East 298.51 feet;  
South 85° 08' 20" East 339.42 feet;  
South 83° 07' 40" East 106.50 feet;  
South 85° 45' 30 seconds East 41.95 feet;  
South 84° 24' 10 seconds East 354.39 feet;  
South 85° 24' 20 seconds East 184.72 feet;  
South 83° 38' 50" East 109.90 feet;  
South 85° 40' 30" East 97.35 feet;  
South 83° 47' 20" East 145.01 feet;  
South 84° 40' 20" East 305.23 feet;  
South 85° 00' 20" East 250.34 feet to the southwesterly side of SH 503 - Route 84; and

RUNNING THENCE along said road, South 36° 32' East 213.15 feet to the point or place or  
BEGINNING.

TOGETHER with an easement of ingress and egress to and from the above described premises over the  
road known as "Old Bowen Road" to the highway known as Bowen Road.

TOGETHER with all the right, title and interest of the party of the first part, of, in  
and to the land lying in the street in front of and adjoining said premises.

**Schedule C**

Description of the Easement Area

**Description of Proposed Easement  
over Lands of the Town of Kent**

BEGINNING AT A POINT located S 25° 39' 11" E 112.15 feet from a point formed by the intersection of the northerly line of lands of the grantor herein as described in Liber 1111, Cp 110, and further shown on a survey by Kayler Geoscience, Ltd., dated October 26, 2001, with the easterly line of New York State Route 52; thence from said point of beginning through lands of the grantor herein N 69° 41' 58" E 85.91 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 07° 09' 57" and distance of 37.52 feet to a point of tangency; thence N 76° 51' 55" E 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 26° 46' 50" and distance of 116.85 feet to a point of tangency; thence N 50° 05' 05" E 166.21' to a point in the westerly line of lands now or formerly of Foursome Partnership; thence along same S 03° 03' 52" E 62.48 feet to a point being the southwesterly corner of lands of said Foursome Partnership; thence through lands of the grantor herein S 50° 05' 05" W 128.73 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 26° 46' 50" and distance of 140.22 feet to a point of tangency; thence S 76° 51' 55" W 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 07° 09' 57" and distance of 31.27 feet to a point of tangency; thence S 69° 41' 58" W 81.23 feet to a point in the easterly line of New York State Route 52; thence along same N 25° 39' 11" W 50.22 feet to the point and place of beginning. Being intended to describe an easement fifty (50) feet in width over lands of the grantor for the purpose of ingress and egress.

**Schedule D**

County Deed to Town of Kent

WCB4

Standard N.Y.S.T. U. Form 1091

Quitclaim Deed-Individuals or Corporations (with deed)

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

1111 - 1110  
THIS INDENTURE made the 22<sup>nd</sup> day of December, nineteen hundred and ninety  
BETWEEN THE COUNTY OF PUTNAM, a municipal corporation of the State of New York,  
at Two County Center, Carmel, New York 10512

party of the first part, and THE TOWN OF KENT, a Municipal Corporation of the State of  
New York having its principal offices at Kent Town Hall, 290 Smadbeck Avenue,  
Carmel, New York 10512

party of the second part,  
WITNESSETH, that the party of the first part, in consideration ~~thereof~~ paid by the party of the second  
part, does hereby remise, release and quitclaim 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 Kent, County of Putnam, State of New York, more  
particularly described in Schedule "A" attached hereto.

SUBJECT TO and reserving to the County of Putnam a right of way and easement over  
those lands described in Schedule "B" attached hereto.

FURTHER granting to the Town of Kent a right of way and easement over those  
lands described in Schedule "C" attached hereto.

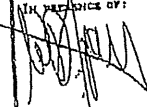
The premises conveyed herein shall REVERT to the County of Putnam in the event the  
premises are used to provide a right of way or other access to any other lands  
other than those owned by the County of Putnam, except with the express written  
consent by the County of Putnam or in the event the premises conveyed is used for  
other than for a public purpose and benefit.

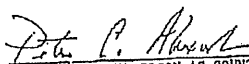
As Per Resolution R0554 of the year 1990

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, in compliance with Section 13 of the Lien Law, hereby covenants that the party  
of the first part will receive the consideration for this conveyance and will hold the right to receive such consid-  
eration 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, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN PRESENCE OF:  


  
PETER C. ALEXANDERSON AS COUNTY EXECUTIVE

11390



SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/E Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" N. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-48", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" N. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.87 feet to a point,

thence N. 12°-08'-46" N. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 589.64 feet to a point in the easterly boundary of lands N/E Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" N. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-18'-58" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-56'-49" N. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

SCHEDULE "B"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, whose said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 83-32-08 W. to its radius point, having a radius of 912.00 feet, a delta of 4-34-43, and an arc length of 72.88 feet to a point,

thence: N. 31-02-35 W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1807.00 feet, a delta of 18-55-50, and an arc length of 530.96 feet to a point,

thence: N. 12-06-45 W. 800.00 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N. 77-53-15 E. 193.61 feet to a point,

thence: through lands to be conveyed to The Town of Kent, S. 74-05-06 E. 367.30 feet to a point in the easterly boundary of lands to be conveyed to the Town of Kent;

thence: along the easterly boundary of lands to be conveyed to the Town of Kent S. 19-13-59 E. 61.15 feet to a point,

thence: through lands to be conveyed to the Town of Kent the following three courses:

- 1). N. 74-05-06 W. 340.11 to a point,
- 2). on a curve to the left with a radius of 200.00 feet, a delta of 28-01-39, and an arc length of 87.83 feet to a point,
- 3). S. 77-53-15 W. 131.21 feet to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 N. 12-06-45 W. 50.00 feet to the Point or Place of Beginning.

LIBER 1111 - 113

SCHEDULE "C"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 53°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.58 feet to a point,

thence: N. 31°-02'-35" W. 78.42 feet to The Point or Place of Beginning.

thence: the following two courses through lands of Putnam County,

- 1). N. 55°-57'-25" E. 141.76 feet to a point,
- 2). along a curve to the left with a radius of 450.00 feet, a delta of 80°-00'-00", and an arc length of 705.86 feet, to a point in the southerly boundary of lands to be conveyed to the Town of Kent.

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 65°-55'-49" W. 50.42 feet to a point,

thence: the following two courses through lands of Putnam County,

- 1). along a curve to the right with a bearing of S. 58°-04'-49" W to its radius point, a radius of 400 feet, a delta of 90°-52'-37", and an arc length of 634.44 feet to a point,
- 2). S. 58°-57'-25" W. 141.76 to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 S. 31°-02'-35" E. 50.00 feet to the Point or Place of Beginning.

STATE OF NEW YORK, COUNTY OF PUTNAM  
On the 13th day of December 1990, 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 PUTNAM  
On the 13th day of December 1990, before me personally came Peter C. Alexander  
to me known, who, being by me duly sworn, did depose and say that he resides at 215 Brewster, New York

that he is the County Executive of Putnam County, 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 he is a duly sworn officer of the State of New York; and that he is duly sworn and came was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

*Marilyn LaSpalluto*  
(Notary Public)

STATE OF NEW YORK, COUNTY OF PUTNAM  
On the 13th day of December 1990, 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 PUTNAM  
On the 13th day of December 1990, 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 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 his name as witness thereto.

MARILYN LaSPALLUTO  
NOTARY PUBLIC, State of New York  
No. 475658  
Qualified in Putnam County  
Commission Expires July 31, 1992

Quitclaim Deed

TITLE No.  
The COUNTY OF PUTNAM

SECTION 43  
BLOCK 2  
LOT p/o 2  
COUNTY OR TOWN PUTNAM COUNTY  
Town of Kent

TO  
THE TOWN OF KENT

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:



WILLIAM D. SPAIN, JR.  
Putnam County Attorney  
County Office Building  
Two County Center  
Carmel, New York 10512  
Tel: (914) 225-3641  
Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

25.00

1048

RECEIVED  
REAL ESTATE  
DEC 18 1990  
TRANSFER TAX  
PUTNAM COUNTY

PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 15 DAY OF DEC 1990  
AT 2 11 43 P.M. RECORDED IN  
BOOK No. 111 OF 111  
AT PAGE 110 AND EXAMINED

DEC 18 1990  
PUTNAM COUNTY CLERK'S OFFICE

**Schedule E**

Certified Copy of Resolution 191 of Putnam County Legislature

PUNNAM COUNTY LEGISLATURE

Resolution #191

Introduced by Legislator Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 7, 2018.

page 2

RESOLVED, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein, and be it further

RESOLVED, that the County of Putnam consents to and approves an easement across Town of Kent TM No. 22-1-23-2, which shall be in the substantial form and content contained in the attached Exhibit "A", and be it further

RESOLVED, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM Nos. 22-1-21, 12-3-74, and 22-1-22, would not be deemed uses of Town of Kent TM No. 22-1-23-2 for "other than a public use" and be it further

RESOLVED, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect, and be it further

RESOLVED, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", John Clardy shall pay to the County the sum of \$65,000; and be it further

RESOLVED, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein, and be it further

RESOLVED, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution, and be it further

RESOLVED, this Resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES, ONE ABSTENTION - LEGISLATOR JONKE. LEGISLATORS NAGERING & SOUGGIMARRA WERE ABSENT. MOTION CARRIES.



Voter  
State of New York

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 7, 2018.

Dated: August 9, 2018

Signed: *John Clardy*

John Clardy  
Clerk of the Legislature of Putnam County

**Schedule F**

Resolution No. 316 of the Town of Kent Town Board

YOLANDA CAPPELLI  
*Town Clerk*



Lauren Louderback  
*Deputy Town Clerk*

Lucy Pirro  
*Deputy Town Clerk*

**Town Clerk's Office  
Town of Kent**

**RESOLUTION**

**Resolution #316 - Amended Resolution Authorizing Supervisor To Execute Access Easement & Maintenance Agreement**

On a motion by Councilman Denbaum  
Seconded by Councilwoman Woolley

WHEREAS, the Town Board of the Town of Kent has received a proposed Access Easement and Maintenance Agreement from John Clancy ("Clancy") showing a proposed Easement upon, under and across premises shown on the Tax Map of the Town of Kent as 22.-1-23.2 ("Town Parcel"); and

WHEREAS, Clancy is the contract vendee of three (3) parcels of land located in the Town of Kent shown on the Tax Map of the Town of Kent as 22.-1-21, 12.-3-74 and 22.-1-22 ("Grantee Parcels"); and

WHEREAS, said Access Easement and Maintenance Agreement would grant Clancy permission to gain access to the Grantee Parcels, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, ingress to and egress from the Grantee Parcels from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel; and

WHEREAS, the said Access Easement and Maintenance Agreement would obligate Clancy to maintain the easement area granted therein;

WHEREAS, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Town of Kent by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County's express written consent, or in the event that



the Town Parcel is used for other than a public purpose and benefit.

WHEREAS, by Resolution No. 191 of 2018 of the Putnam County Legislature, the County of Putnam Legislature consented to and approved the Access Easement and Maintenance Agreement; and

WHEREAS, the Town Board wishes to grant the easement memorialized by the Access Easement and Maintenance Agreement;

WHEREAS, the Town Board passed a resolution on August 14, 2018 authorizing the action contained herein which this resolution is intended to amend;

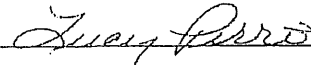
NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute the Access Easement and Maintenance Agreement, and all other documents necessary to give effect to this Resolution, consistent with the terms hereof and in such form as is satisfactory to the Town Planner and Town Attorney; and be it further

RESOLVED that this resolution is subject to Permissive Referendum as provided by New York State Town Law.

Motion carried unanimously

I Lucy Pirro, Deputy Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a resolution adopted by the town board of the Town of Kent at a meeting of said board on September 4th, 2018.

October 12th, 2018



Lucy Pirro, Deputy Town Clerk

State of New York  
County of Putnam

I, DON HALL

being duly sworn, says that the attached legal notice was published in the PUTNAM COUNTY PRESS newspaper in the Town of Carmel, in said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

[Signature]

Sworn to before me, this 12<sup>th</sup>

day of September 2018

[Signature]

ALBERT M. OSTEN  
JURORIAL PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
#14-0240760  
COMMISSION EXPIRES 6/15/2019

PUBLIC NOTICE

PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.

PLEASE TAKE NOTICE that the Town Board of the Town of Kent adopted a Resolution authorizing the adoption of a Memorandum of Understanding with John Clancy memorializing the parties' intent that in consideration of a certain easement granted by the Town to Clancy pursuant to the Access Easement and Maintenance Agreement considered and approved in conjunction herewith, and in the event Clancy proceeds with the purchase and development of certain parcels adjacent to the Town Center, (i) the Town and Clancy will each convey and exchange portions of their respective Parcels to the other as described in the Memorandum of Understanding; and (ii) Clancy will grant to the Town an access easement over the Town Parcel to be conveyed to Clancy for access to the existing Town Center property;

PLEASE TAKE FURTHER NOTICE that the aforesaid Resolution was adopted on August 14, 2018, and was amended by Resolution adopted on September 4, 2018, and is subject to a permissive referendum as set forth in Article 4, Section 64(2) and Article 7, Section 90 of the Town Law of the State of New York. Full and complete copies of the Memorandum of Understanding and the Resolution, as amended, are available at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent

## Schedule G

Access Easement and Maintenance Agreement between Prior Property Owner and  
the Town (the Resolution No. 316 Easement Agreement)

**ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

**THIS INDENTURE OF ACCESS AND MAINTENANCE AGREEMENT** (the "Easement") made the 29<sup>th</sup> day of OCTOBER, 2018, by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Grantor") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Grantee).

**WITNESSETH**

**WHEREAS**, the Grantor is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule "A" which is attached hereto and incorporated herein (the "Town Parcel"); and

**WHEREAS**, the Grantee is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the "Grantee Parcels"):

Parcel I – owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22., Block 1, Lot 21, and being more fully described in Schedule "B" which is attached hereto and incorporated herein;

Parcel II – owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12., Block 3, Lot 74, and being more fully described in Schedule "C" which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22., Block 1, Lot 22, and being more fully described in Schedule "D" which is attached hereto and incorporated herein ; and

**WHEREAS**, the Grantee currently intends to develop the Grantee Parcels as a warehouse and storage facility (the "Facility") for the furtherance of its business of moving and storage logistics throughout the County of Putnam and beyond; and

**WHEREAS**, to gain adequate access to the Grantee Parcels for the purposes of constructing the facility, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, the Grantee seeks a permanent easement and right of way for all purposes of ingress to and egress from the Grantee Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described in Schedule "E" which is attached hereto and incorporated herein (the "Easement Area"); and

**WHEREAS**, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Grantor by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i)

reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County' express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

**WHEREAS**, the Town Parcel is the site of the Town of Kent Recycling Center, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for herein; and

**WHEREAS**, on August 7, 2018 by Resolution No. 191 of 2018, the County of Putnam Legislature consented to and approved the grant of the easement and right-of-way established hereby, and confirmed that the construction and use of a driveway thereon to provide access to the Grantee Parcels, and the installation therein of utility lines and appurtenances to serve the Grantee Parcels, would not be deemed uses of the Town Parcel for "other than a public purpose". A copy of Resolution No. 191 of the Putnam County Legislature is attached hereto as Schedule "G"; and incorporated herein; and

**WHEREAS**, on August 14, 2018 Resolution No.316 the Town of Kent Town Board approved the grant of the easement and right-of-way provided for herein, and the terms and conditions hereof, and the Grantor desires to enter into this Agreement in accordance with said resolution. A copy of Resolution No. 316 is attached hereto as Schedule "H" and incorporated herein; and

**NOW THEREFORE**, Grantor, in consideration of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, received from the Grantee, the receipt of which is acknowledged, does hereby establish for the benefit of the Grantee Parcels, and gives and grants unto Grantee, his heirs, executors, administrators, legal representatives, successors and assigns forever, a permanent easement and right-of-way (collectively, the "Easement") upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Grantee Parcels from and to NYS Route 52, and (ii) the installation, use, repair, replacement and maintenance of utility lines and appurtenances to serve the Grantee Parcels, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in Paragraph 7, below:

**1. The Easement.**

The Easement granted herein shall be deemed to run with the land in perpetuity for the benefit of the Grantee Parcels, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

Grantor, its successors and assigns, reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere with or

cause physical damage or injury to the Easement Area. The Grantor shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved exclusively to the Grantee. In addition, the Grantor shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express written approval of the Grantee, in its sole discretion, with regard to the location and species of said trees, bushes or shrubs.

## **2. Installation, Maintenance and Repair.**

The Grantee shall bear all costs and expenses for the installation, repair and maintenance of any and all improvements made by Grantee to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's standards as well as all applicable building and other governmental codes, regulations and permits.

The Grantee shall have the responsibility to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area .

The Grantor hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by Grantee within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Grantor from the risks involved.

## **3. Insurance.**

The Grantee shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Grantor as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at the address as set forth above or such other address as the additional insured shall specify. Certificates of insurance shall be provided to the Grantor within fifteen (15) days of a written request.

Prior to the Grantee commencing any construction work within the Easement Area, the Grantee shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their construction work, in on or about the Easement Area, general liability insurance in a commercially reasonable amount naming the Grantor as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and

non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

#### **4. Damage and Default.**

Regardless of availability of insurance proceeds, the Grantee shall promptly repair any damage to the Easement Area caused by the Grantee or Grantee's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Grantee fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently commencing and continuing to perform the necessary work, the Grantor may make such repairs and the Grantee shall reimburse the Grantor for the cost thereof within thirty (30) days of presentation of an invoice. In the event damage to the Easement Area occurs by casualty at no fault of the Grantor or the Grantee, the Grantor and Grantee shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, Grantor and Grantee shall cooperate to the fullest extent to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Grantee, the lien must be bonded, satisfied or removed by the Grantee within thirty (30) days following the filing thereof.

#### **5. Indemnity.**

The Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Grantee and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Grantee or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

#### **6. Notices.**

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same at its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery.

#### **7. Effective Date, Duration, Modifications, Cancellation.**

This Easement Agreement is intended to be recorded by the Grantee following its full execution and delivery to the Grantee. Grantee shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Grantee Parcels shall not be exercised or deemed effective until and unless the Grantee becomes the owner of the

Grantee Parcels as evidenced by a deed or deeds duly recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Grantor or the Grantee. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the parties and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Grantee unilaterally by a written instrument executed and acknowledged by Grantee releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office; or (ii) the Grantor unilaterally by a written instrument executed and acknowledged by the Grantor following its receipt of notice from the Grantee that the contracts of sale between Grantee and the owners of the Grantee Parcels have been cancelled. Grantee agrees to provide Grantor of notice of such cancellation within fourteen (14) business days following such cancellation.

#### **8. Binding; Assignment.**

This Easement shall be binding upon and inure to the benefit of and be enforceable by the Grantor and its successors and assigns; and by the Grantee and his heirs, executors, administrators, legal representatives, successors and assigns.

Grantee may freely assign its rights hereunder to any person, firm or entity acquiring title to the Grantee Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all of Grantee's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to Grantor, Grantee shall be released from all of its obligations thereafter arising hereunder.

#### **9. Non-Waiver.**

No waiver by the Grantor of any provision of this Easement shall constitute a waiver by the Grantor of such provision on any other. No failure to insist upon or to enforce any provision of this Easement shall constitute or be interpreted as a waiver thereof.

#### **10. Governing Law.**

This Easement shall be governed by the laws of the State of New York.

#### **11. Severability.**

If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

#### **12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Grantee Parcels shall at all times be subordinate to the terms of this Easement and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement.



**13. Reference to Agreement in Deeds.**

This Agreement shall run with the land, and each and every owner of the Grantee Parcels, by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Agreement, covenants and agrees to observe, perform and be bound by this Agreement and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any such Lot.

**14. Miscellaneous.**

A. The singular number as used in this Agreement shall be read as the plural number, and *vice versa*, the masculine gender shall be read as the feminine or neuter gender, and *vice versa*, whenever necessary to give full effect to the terms and provisions hereof.

B. Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

C. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute one single Agreement among the parties.

**15. Recording.**

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Agreement and the easement created hereby shall run with the land in perpetuity.

**16. Consent of Putnam County.**

The County of Putnam is executing this Agreement for the limited purposes of confirming its consent to the grant of the Easement as herein provided and that it does not consider the use of the Easement Area for access to the Grantee Parcels to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

**17. Consent of Owners of the Grantee Parcels.**

Newburgh Boxing Club, Inc., owner of the Grantee Parcel described in Schedule "B" hereof, and Real Holding Corp., owner of the Grantee Parcels described in Schedule C and D, are executing this Agreement for the purposes of (i) consenting to the terms and provisions hereof and the recording of this Agreement in the Putnam County Clerk's Office in order to facilitate the sale of the grantee Parcels to the Grantee and for no other purpose.

18. **Additional Consideration for Grant of Easement.**


The Grantee, in order to facilitate his purchase of the Grantee Parcels and in consideration of the grant by the County of its consent to the grant of the Easement provided for herein, hereby agrees to pay to the County the sum of \$65,000. Grantee shall pay same to the County by official bank check drawn to the County's order, or by such other method as the County and the Grantee shall otherwise agree, to be delivered to the County at or immediately following the closing of the transfer to the Grantee of fee simple title to the Grantee Parcels pursuant to and in accordance with said contracts of sale.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand as of the date first above written.


GRANTOR:

Town of Kent, New York

By:

  
Maureen Fleming, Supervisor

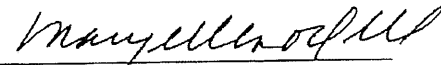
GRANTEE:

  
John Clancy

Consented to and Confirmed:

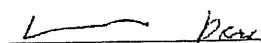
The County of Putnam, New York

By:

  
Mary Ellen Odell, County Executive

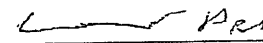
Newburgh Boxing Club, Inc.

By:

  
Vincent Cappelletti, President

Real Holding Corp.

By:

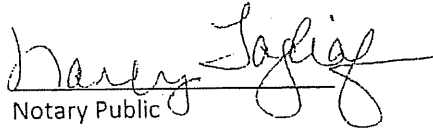
  
Vincent Cappelletti, President

**ACKNOWLEDGMENTS FOLLOW**

STATE OF NEW YORK  
COUNTY OF Putnam ss.:


On the 26 day of OCTOBER in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared MAUREEN FLEMING, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

NANCY TAGLIAFIERRO  
Notary Public, State of New York  
No. 02TA6277617  
Qualified in Dutchess County  
Commission Expires April 21, 2021

  
Notary Public

STATE OF NEW YORK  
COUNTY OF Putnam ss.:

On the 29<sup>th</sup> day of OCTOBER in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN CLANCY, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

**PATRICIA E. GUNN**  
Notary Public, State of New York  
No. 01G16101725  
Qualified in Dutchess County  
Commission Expires Nov 17, 20 19

STATE OF NEW YORK  
COUNTY OF Putnam ss.:

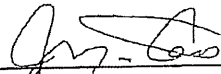
On the 24<sup>th</sup> day of OCTOBER in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared MARY ELLEN ODELL, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

ANDREW W. NEGRO  
Notary Public, State of New York  
No. 02NE6070549  
Qualified in Putnam County  
Commission Expires March 4, 20 22

STATE OF NEW YORK  
COUNTY OF Westchester, ss.:

On the 5<sup>th</sup> day of ~~August~~ <sup>October</sup> in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared VINCENT CAPPELLETTI, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Anthony J Centone  
Notary Public, State of New York  
Registration No. 02CE4892119  
Qualified in Westchester County  
My Commission Expires April 13, 2019

**Schedule A to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**Town Parcel**  
**Dated: October      ,2018**

SCHEDULE "A"

LINER 1111 = 111

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 589.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" N. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

**Schedule B to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**Clancy Property – Parcel I**  
**Dated: October ,2018**

Tax Parcel Section 22. Block 1 Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at the corner formed by the intersection of the southwesterly side of SH 503 - Route 84 and the westerly side of Lorne Road;

RUNNING THENCE along the westerly side of Lorne Road, the following courses and distances:

South 14° 17' 35" West 12.51 feet;  
South 6° 46' 20" West 35.47 feet;  
South 13° 19' 50" West 90.89 feet;  
South 13° 22' West 340.98 feet;  
South 13° 48' 40" West 211.31 feet;  
South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

RUNNING THENCE along lands now or formerly of Thomas and Mary A. Brogan, and lands now or formerly of Johns and lands now or formerly of Hickey and lands now or formerly of Lawson and lands now or formerly of Joseph and Antoinette Czaha and lands now or formerly of Vincent and Genoveffa Fouchet and lands now or formerly of Joseph and Aura Galli and lands now or formerly of Patrick F. and Angela M. Gartlan, the following courses and distances:

North 87° 31' 10" West 106.34 feet;  
North 89° 01' 20" West 280.46 feet;  
North 87° 14' West 255 feet;  
North 88° 31' West 165 feet;  
South 13° 05' 10" West 207.31 feet;  
South 17° 25' 50" West 82.40 feet;  
South 4° 13' 50" West 147.60 feet;  
South 11° 18' 30" West 94.60 feet;  
South 6° 59' 20" West 258.51 feet;  
South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FF; and

RUNNING THENCE along said last mentioned lands, North 76° 40' 20" West 463.68 feet to lands now or formerly of Kent Development Company, Inc.; and



RUNNING THENCE along last mentioned lands, the following courses and distances:

North 76° 35' West 214.49 feet;  
North 78° 37' 10" West 205.98 feet;  
North 6° 41' 30" West 173.63 feet;  
North 72° 03' 50" West 45.33 feet;  
North 68° 44' 30" West 92.41 feet;  
North 9° 46' 10" West 24.02 feet;  
Due North 114.82 feet;  
North 65° 33' West 440.61 feet;  
South 14° 18' West 191.57 feet;  
South 15° 13' 40" West 248.92 feet;  
North 73° 00' 50" West 201.57 feet;  
North 75° 42' 30 seconds West 70.94 feet;  
North 82° 28' 30" West 42.43 feet;  
South 80° 34' 40" West 72.49 feet;  
South 88° 34' 40" West 53.19 feet;  
North 62° 22' 10" West 73.01 feet;  
North 64° 14' 40" West 91.76 feet;  
North 69° 14' West 37.03 feet;  
North 82° 56' 50" West 52.75 feet;  
North 77° 30' 50" West 94.17 feet;  
North 69° 10' 30" West 122.45 feet;  
North 74° 58' 40" West 69.12 feet;  
North 9° 35' East 291.76 feet;  
North 3° 43' East 1119.25 feet;  
North 5° 24' 10" East 304.16 feet;  
South 88° 13' 50" East 43.75 feet;  
North 3° 43' 10" East 114.94 feet;  
North 5° 03' 20" East 80 feet to lands now or formerly of Mildred Sells; and

RUNNING THENCE along the last mentioned lands, the following courses and distances:

North 66° 38' 40" East 341.70 feet;  
North 8° 08' 40" East 269.23 feet;  
North 55° 36' 40" East 229.39 feet to lands now or formerly of Mays Ware, Inc.; and

RUNNING THENCE along last mentioned lands, South 70° 16' 10" East 56.95 feet and  
South 84° 37' 20" East 528.02 feet to lands now or formerly of Rachel Palley Panken; and

RUNNING THENCE along said last mentioned lands, the following courses and distances:

South 21° 33' West 798.19 feet;  
South 84° 30' 30" East 90.96 feet;  
North 81° 26' 40" East 75.99 feet;  
South 83° 20' 50" East 298.51 feet;  
South 85° 08' 20" East 339.42 feet;  
South 83° 07' 40" East 106.50 feet;  
South 85° 45' 30 seconds East 41.95 feet;  
South 84° 24' 10 seconds East 354.39 feet;  
South 85° 24' 20 seconds East 184.72 feet;  
South 83° 38' 50" East 109.90 feet;  
South 85° 40' 30" East 97.35 feet;  
South 83° 47' 20" East 145.01 feet;  
South 84° 40' 20" East 305.23 feet;  
South 85° 00' 20" East 250.34 feet to the southwesterly side of SH 503 - Route 84; and

RUNNING THENCE along said road, South 36° 32' East 213.15 feet to the point or place or  
BEGINNING.

TOGETHER with an easement of ingress and egress to and from the above described premises over the  
road known as "Old Bowen Road" to the highway known as Bowen Road.

TOGETHER with all the right, title and interest of the party of the first part, of, in  
and to the land lying in the street in front of and adjoining said premises.

**Schedule C to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**Clancy Property – Parcel II**  
**Dated: October ,2018**

Tax Parcel Section 12, Block 3 Lot 74

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at a point on the westerly aide of New Route 84 (Road 503-3-1.2) where the same is intersected by the southerly line of land formerly of Dolan, now or formerly of Eva Schnaudigel;

RUNNING THENCE along the westerly aide of Route 84 (Road 503-3-1.2) the following courses and distances:

South 14° 13' 00" East, 520.55 feet;  
South 22° 29' 10" East, 687.48 feet; and  
South 25° 52' 10" East, 492.66 feet to a point in the center line of a stone wall and land now formerly or Panken;

RUNNING THENCE along said land of Panken and along the center line of a stone wall, South 10° 13' 00" West, 268.13 feet; and  
South 9° 04' 00" West, 388.50 feet to a corner;

THENCE westerly, along said land of Panken, and continuing along land now or formerly of Knapp and along land now or formerly of Sands and part of the way along wire strung on trees and part of the way along the center line of a stone wall, the following courses and distances:

North 83° 28' 10" West, 106.31 feet;  
South 84° 51' 20" West, 181.48 feet;  
North 86° 21' 10" West, 96.67 feet;  
South 86° 19' 00" West, 87.80 feet;  
North 89° 30' 30" West, 17.48 feet;  
North 75° 01' 40" West, 91.85 feet;  
North 60° 53' 00" West, 63.79 feet;  
North 41° 16' 40" West, 20.15 feet;  
North 11° 46' 50" West, 34.38 feet;  
North 0° 50' 00" East, 34.38 feet;  
North 2° 54' 30" West, 20.11 feet;  
North 2° 34' 30" East, 72.32 feet;  
North 4° 21' 50" East, 104.84 feet;  
North 8° 20' 00" East, 50.03 feet to beginning of stone wall;  
North 3° 38' 20" East, 188.42 feet;  
North 5° 18' 00" East, 136.97 feet;  
North 5° 43' 50" East, 106.74 feet; and  
North 2° 34' 50" East, 31.31 feet to a stone wall corner;

THENCE westerly along the center line of a stone wall and still along land of Sands;  
South 76° 29' 10" West, 186.25 feet,  
South 72° 06' 40" West, 103.03 feet, and  
South 84° 55' 10" West, 11.40 feet to a stone wall corner;

THENCE northerly, along the center line of a stone wall and along land now or formerly of Irene Sands,

the following courses and distances:

North 6° 41' 40 seconds East, 254.21 feet;  
North 9° 58' 10" East, 92.35 feet;  
North 5° 24 minutes 40 seconds East, 171.56 feet;  
North 15° 19' 00" East, 21.80 feet;  
North 5° 20' 40" East, 64.21 feet;  
North 78° 38' 10" East, 69.40 feet;  
North 1° 26' 50" East, 168.44 feet;  
North 1° 08' 10" East, 194.73 feet;  
Due North, 29.75 feet;  
North 1° 51' 10" East, 169.40 feet;  
Due East, 46.68 feet;  
North 10° 21' 30" West, 142.76 feet;  
North 15° 16' 10" West, 17.77 feet; and  
North 11° 03' 50" West, 117.81 feet to land formerly of Dolan, now or formerly of Eva Schnaudigel;

RUNNING THENCE along the same, North 81° 43' 50" East, 247.31 feet to the point of BEGINNING.

**Schedule D to Access Easement and Maintenance Agreement  
By and Between  
The Town of Kent, New York  
and  
John Clancy  
Clancy Property – Parcel III  
Dated: October ,2018**

Tax Parcel Section 22. Block 1 Lot 22

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at a point on the westerly side of Interstate Route No. 84 where it intersects with the subject premises and lands now or formerly Foursome Partnership (formerly Duncan, formerly sells);

RUNNING THENCE along the division line of said properties in a westerly direction in the following courses and distances:

North 82° 16' 07" West 135.03 feet;  
North 82° 49' 05" West 1151.53 feet;  
North 81° 30' 05" West 147.58 feet;  
North 83° 06' 30" West 383.95 feet;  
North 81° 35' 40" West 414.02 feet;  
South 83° 24' 40" West 75.99 feet;  
North 82° 32' 30" West 90.96 feet to a point;

RUNNING THENCE North 24° 41' 00" East 840.18 feet; North 17° 56' East 87.78 feet to a point and lands now or formerly of MacGregor;

RUNNING THENCE along said last mentioned lands and lands now or formerly Bare Hills Corp. the following courses and distances:

South 72° 28' 25" East 933.06 feet;  
North 23° 53' 50" East 354.43 feet;  
North 24° 25' 10" East 229.31 feet;  
North 27° 04' 20" East 62.58 feet;  
South 83° 09' 28" East 4.71 feet to a point and former southerly line of lands of Tampane and Macchio as recited in Liber 475 cp 238 and the westerly side of Interstate Route 84; and

RUNNING THENCE along the westerly side of said Interstate Route 84 the following courses and distances:

South 30° 52' 25" East 411.95 feet;  
South 29° 09' 00" East 1084.19 feet;  
South 34° 12' 36" East 177.90 feet to the point and place of BEGINNING.

**Schedule E to Access Easement and Maintenance Agreement  
By and Between  
The Town of Kent, New York  
and  
John Clancy  
Easement Area  
Dated: October ,2018**

**Description of Proposed Easement  
over Lands of the Town of Kent**

BEGINNING AT A POINT located S 25° 39' 11" E 112.15 feet from a point formed by the intersection of the northerly line of lands of the grantor herein as described in Liber 1111, Cp 110, and further shown on a survey by Kayler Geoscience, Ltd., dated October 26, 2001, with the easterly line of New York State Route 52; thence from said point of beginning through lands of the grantor herein N 69° 41' 58" E 85.91 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 07° 09' 57" and distance of 37.52 feet to a point of tangency; thence N 76° 51' 55" E 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 26° 46' 50" and distance of 116.85 feet to a point of tangency; thence N 50° 05' 05" E 166.21' to a point in the westerly line of lands now or formerly of Foursome Partnership; thence along same S 03° 03' 52" E 62.48 feet to a point being the southwesterly corner of lands of said Foursome Partnership; thence through lands of the grantor herein S 50° 05' 05" W 128.73 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 26° 46' 50" and distance of 140.22 feet to a point of tangency; thence S 76° 51' 55" W 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 07° 09' 57" and distance of 31.27 feet to a point of tangency; thence S 69° 41' 58" W 81.23 feet to a point in the easterly line of New York State Route 52; thence along same N 25° 39' 11" W 50.22 feet to the point and place of beginning. Being intended to describe an easement fifty (50) feet in width over lands of the grantor for the purpose of ingress and egress.

**Schedule F to Access Easement and Maintenance Agreement**  
**By and Between**  
**The Town of Kent, New York**  
**and**  
**John Clancy**  
**County Deed to Town of Kent**  
**Dated: October ,2018**



**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

THIS INDENTURE made the 11th day of December, nineteen hundred and ninety 1991  
BETWEEN The COUNTY OF PUTNAM, a municipal corporation of the State of New York,  
at Two County Center, Carmel, New York 10512

party of the first part, and THE TOWN OF KENT, a Municipal Corporation of the State of  
New York having its principal offices at Kent Town Hall, 290 Snodbeck Avenue,  
Carmel, New York 10512

party of the second part,

WITNESSETH, that the party of the first part, in consideration ~~thereof~~ paid by the party of the second  
part, does hereby remise, release and quitclaim 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 Kent, County of Putnam, State of New York, more  
particularly described in Schedule "A" attached hereto.

SUBJECT TO and reserving to the County of Putnam a right of way and easement over  
those lands described in Schedule "B" attached hereto.

FURTHER granting to the Town of Kent a right of way and easement over those  
lands described in Schedule "C" attached hereto.

The premises conveyed herein shall REVERT to the County of Putnam in the event the  
premises are used to provide a right of way or other access to any other lands  
other than those owned by the County of Putnam, except with the express written  
consent by the County of Putnam or in the event the premises conveyed is used for  
other than for a public purpose and benefit.

As Per Resolution R8554 of the year 1990

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, in compliance with Section 13 of the Lien Law, hereby covenants that the party  
of the first part will receive the consideration for this conveyance and will hold the right to receive such consid-  
eration 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, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN PRESENCE OF:

Peter C. Alexander  
PETER C. ALEXANDERSON AS COUNTY EXECUTIVE

SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4'-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 185.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 336.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 589.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

1111 - 112

SCHEDULE "B"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 18°-55'-50", and an arc length of 530.96 feet to a point,

thence: N. 12°-06'-45" W. 600.00 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N. 77°-53'-15" E. 193.61 feet to a point,

thence: through lands to be conveyed to The Town of Kent, S. 74°-05'-06" E. 367.30 feet to a point in the easterly boundary of lands to be conveyed to the Town of Kent,

thence: along the easterly boundary of lands to be conveyed to the Town of Kent S. 19°-13'-59" E. 61.15 feet to a point,

thence: through lands to be conveyed to the Town of Kent the following three courses:

- 1). N. 74°-05'-06" W. 340.11 to a point,
- 2). on a curve to the left with a radius of 200.00 feet, a delta of 28°-01'-39", and an arc length of 97.83 feet to a point,
- 3). S. 77°-53'-15" W. 131.21 feet to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 N. 12°-06'-45" W. 50.00 feet to the Point or Place of Beginning.

SCHEDULE "C"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 78.42 feet to The Point or Place of Beginning.

thence: the following two courses through lands of Putnam County,

- 1). N. 58°-57'-25" E. 141.76 feet to a point,
- 2). along a curve to the left with a radius of 450.00 feet, a delta of 90°-00'-00", and an arc length of 706.86 feet, to a point in the southerly boundary of lands to be conveyed to the Town of Kent,

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 65°-55'-49" W. 50.42 feet to a point,

thence: the following two courses through lands of Putnam County,

- 1). along a curve to the right with a bearing of S. 58°-04'-49" W to its radius point, a radius of 400 feet, a delta of 90°-52'-37", and an arc length of 834.44 feet to a point,
- 2). S. 58°-57'-25" W. 141.76 to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 S. 31°-02'-35" E. 50.00 feet to the Point or Place of Beginning.

114  
114

STATE OF NEW YORK, COUNTY OF Putnam  
On the 12 day of December 19 90, 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 Putnam  
On the 12 day of December 19 90, before me personally came Peter C. Alexanderson to me known, who, being by me duly sworn, did depose and say that he resides at No. Brewster, New York

that he is the County Executive of Putnam County, 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 he knows the contents of the instrument and that he knows the contents of the instrument and same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

Marilyn LaSpaluto  
(Notary Public)

STATE OF NEW YORK, COUNTY OF Putnam  
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 Putnam  
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 his name as witness thereto.

MARILYN LaSPALUTO  
NOTARY PUBLIC, State of New York  
No. 475658  
Qualified in Putnam County  
Commission Expires July 31, 1992

SECTION 43  
BLOCK 2  
LOT p/o 2  
COUNTY OR TOWN PUTNAM COUNTY  
Town of Kent

Guilhelm Weid  
TITLE No.  
The COUNTY OF PUTNAM

TO  
THE TOWN OF KENT

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:



WILLIAM D. SPAIN, JR.  
Putnam County Attorney  
County Office Building  
Two County Center  
Carmel, New York 10512  
Tel: (914) 225-3641  
Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

2500

J.P. Exempt.

1048

RECEIVED  
\$...  
REAL ESTATE  
DEC 18 1990  
TRANSFER TAX  
PUTNAM  
COUNTY

PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 18 DAY OF Dec 1990  
AT 2 11 43 P.M. RECORDED IN  
BOOK No 111 OF 2000  
AT PAGE 110 AND EXAMINED

Dec 18 2 49 PM '90  
PUTNAM COUNTY  
CLERK'S OFFICE

*[Signature]*

**Schedule G to Access Easement and Maintenance Agreement  
By and Between**

**The Town of Kent, New York**

**and**

**John Clancy**

**Certified Copy of Resolution 191 of Putnam County Legislature**

**Dated: October ,2018**

PUTNAM COUNTY LEGISLATURE

Resolution #191

Introduced by Legislator: Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 7, 2018.

page 2

**RESOLVED**, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein, and be it further

**RESOLVED**, that the County of Putnam consents to and approves an easement across Town of Kent TM No.: 22-1-23.2, which shall be in the substantial form and content contained in the attached Exhibit "A", and be it further

**RESOLVED**, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM Nos.: 22-1-21, 12-3-74, and 22-1-22, would not be deemed uses of Town of Kent TM No.: 22-1-23.2 for "other than a public use", and be it further

**RESOLVED**, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111 at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect, and be it further

**RESOLVED**, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", John Clancy shall pay to the County the sum of \$65,000; and be it further

**RESOLVED**, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein; and be it further

**RESOLVED**, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution; and be it further

**RESOLVED**, this Resolution shall take effect immediately.

**BY ROLL CALL VOTE: SIX AYES, ONE ABSTENTION - LEGISLATOR JONKE. LEGISLATORS NACERINO & SCUCCIMARRA WERE ABSENT. MOTION CARRIES.**



Voter:  
State Of New York

County of Putnam

Thereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 7, 2018.

Dated: August 9, 2018

Signed: *Diane Schönfeld*

Diane Schönfeld  
Clerk Of The Legislature Of Putnam County

**ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

**THIS INDENTURE OF ACCESS AND MAINTENANCE AGREEMENT** (the "Easement") made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Grantor") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Grantee").

**WITNESSETH**

**WHEREAS**, the Grantor is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule "A" which is attached hereto and incorporated herein (the "Town Parcel"); and

**WHEREAS**, the Grantee is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the "Grantee Parcels"):

Parcel I - owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22, Block 1, Lot 21, and being more fully described in Schedule "B" which is attached hereto and incorporated herein;

Parcel II - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12, Block 3, Lot 74, and being more fully described in Schedule "C" which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22, Block 1, Lot 22, and being more fully described in Schedule "D" which is attached hereto and incorporated herein; and

**WHEREAS**, the Grantee currently intends to develop the Grantee Parcels as a warehouse and storage facility (the "Facility") for the furtherance of its business of moving and storage logistics throughout the County of Putnam and beyond; and

**WHEREAS**, to gain adequate access to the Grantee Parcels for the purposes of constructing the facility, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, the Grantee seeks a permanent easement and right of way for all purposes of ingress to and egress from the Grantee Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described in Schedule "E" which is attached hereto and incorporated herein (the "Easement Area"); and

**WHEREAS**, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Grantor by a deed dated December 12, 1990 and recorded in the Putnam County



Clerk's Office on December 18, 1999 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County's express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

**WHEREAS**, the Town Parcel is the site of the Town of Kent Recycling Center, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for herein; and

**WHEREAS**, on \_\_\_\_\_ by Resolution No. \_\_\_\_\_, the County of Putnam Legislature consented to and approved the grant of the easement and right-of-way established hereby, and confirmed that the construction and use of a driveway thereon to provide access to the Grantee Parcels, and the installation therein of utility lines and appurtenances to serve the Grantee Parcels, would not be deemed uses of the Town Parcel for "other than a public purpose". A copy of Resolution No. \_\_\_\_\_ is attached hereto as Schedule "G" and incorporated herein; and

**WHEREAS**, on \_\_\_\_\_ by Resolution No. \_\_\_\_\_, the Town of Kent Town Board approved the grant of the easement and right-of-way provided for herein, and the terms and conditions hereof, and the Grantor desires to enter into this Agreement in accordance with said resolution. A copy of Resolution No. \_\_\_\_\_ is attached hereto as Schedule "H" and incorporated herein; and

**NOW THEREFORE**, Grantor, in consideration of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, received from the Grantee, the receipt of which is acknowledged, does hereby establish for the benefit of the Grantee Parcels, and gives and grants unto Grantee, his heirs, executors, administrators, legal representatives, successors and assigns, forever, a permanent easement and right-of-way (collectively, the "Easement") upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Grantee Parcels from and to NYS Route 52, and (ii) the installation, use, repair, replacement and maintenance of utility lines and appurtenances to serve the Grantee Parcels, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in Paragraph 7, below:

#### 1. The Easement.

The Easement granted herein shall be deemed to run with the land in perpetuity for the benefit of the Grantee Parcels, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

Grantor, its successors and assigns, reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges

herein established, and further provided that in no event shall such use or enjoyment interfere with or cause physical damage or injury to the Easement Area. The Grantor shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved exclusively to the Grantee. In addition, the Grantor shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express written approval of the Grantee, in its sole discretion, with regard to the location and species of said trees, bushes or shrubs.

### 2. Installation, Maintenance and Repair.

The Grantee shall bear all costs and expenses for the installation, repair and maintenance of any and all improvements made by Grantee to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Keat's standards as well as all applicable building and other governmental codes, regulations and permits.

The Grantee shall have the responsibility to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area.

The Grantor hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by Grantee within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Grantor from the risks involved.

### 3. Insurance.

The Grantee shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Grantor as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at the address as set forth above or such other address as the additional insured shall specify. Certificates of insurance shall be provided to the Grantor within fifteen (15) days of a written request.

Prior to the Grantee commencing any construction work within the Easement Area, the Grantee shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their construction work, in or on or about the Easement Area, general liability insurance in a commercially reasonable amount naming the Grantor as additional

insured, automobile insurance, including contractual liability coverage for all owned, hired and non-owned autos, and workers' compensation coverage for its employees or contractors within statutory limits.

#### 4. Damage and Default.

Regardless of availability of insurance proceeds, the Grantee shall promptly repair any damage to the Easement Area caused by the Grantee or Grantee's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Grantee fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently commencing and continuing to perform the necessary work, the Grantor may make such repairs and the Grantee shall reimburse the Grantor for the cost thereof within thirty (30) days of presentation of an invoice. In the event damage to the Easement Area occurs by casualty at no fault of the Grantor or the Grantee, the Grantor and Grantee shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, Grantor and Grantee shall cooperate to the fullest extent to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Grantee, the lien must be bonded, satisfied or removed by the Grantee within thirty (30) days following the filing thereof.

#### 5. Indemnity.

The Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Grantee and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Grantee or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

#### 6. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same at its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery.

#### 7. Effective Date, Duration, Modifications, Cancellation.

This Easement Agreement is intended to be recorded by the Grantee following its full execution and delivery to the Grantor. Grantee shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Grantee Parcels shall

not be exercised or deemed effective until and unless the Grantee becomes the owner of the Grantee Parcels as evidenced by a deed or deeds duly recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Grantor or the Grantee. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the parties and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Grantee unilaterally by a written instrument executed and acknowledged by Grantee releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office; or (ii) the Grantor unilaterally by a written instrument executed and acknowledged by the Grantor following its receipt of notice from the Grantee that the contracts of sale between Grantee and the owners of the Grantee Parcels have been cancelled. Grantee agrees to provide Grantor of notice of such cancellation within fourteen (14) business days following such cancellation.

#### **8. Binding; Assignment.**

This Easement shall be binding upon and inure to the benefit of and be enforceable by the Grantor and its successors and assigns; and by the Grantee and his heirs, executors, administrators, legal representatives, successors and assigns.

Grantee may freely assign its rights hereunder to any person, firm or entity acquiring title to the Grantee Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all of Grantee's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to Grantor, Grantee shall be released from all of its obligations thereafter arising hereunder.

#### **9. Non-Waiver.**

No waiver by the Grantor of any provision of this Easement shall constitute a waiver by the Grantor of such provision on any other. No failure to insist upon or to enforce any provision of this Easement shall constitute or be interpreted as a waiver thereof.

#### **10. Governing Law.**

This Easement shall be governed by the laws of the State of New York.

#### **11. Severability.**

If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

#### **12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Grantee Parcels shall at all times be subordinate to the terms of this Easement and any party

foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement.

### 13. Reference to Agreement in Deeds.

This Agreement shall run with the land, and each and every owner of the Grantee Parcels, by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Agreement, covenants and agrees to observe, perform and be bound by this Agreement and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any such Lot.

### 14. Miscellaneous.

A. The singular number as used in this Agreement shall be read as the plural number, and vice versa; the masculine gender shall be read as the feminine or neuter gender, and vice versa, whenever necessary to give full effect to the terms and provisions hereof.

B. Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

C. This Agreement may be executed in one or more counterparts, all of which when taken together will constitute one single Agreement among the parties.

### 15. Recording.

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Agreement and the easement created hereby shall run with the land in perpetuity.

### 16. Consent of Putnam County.

The County of Putnam is executing this Agreement for the limited purposes of confirming its consent to the grant of the Easement as herein provided and that it does not consider the use of the Easement Area for access to the Grantee Parcels to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

### 17. Consent of Owners of the Grantee Parcels.

Newburgh Boxing Club, Inc., owner of the Grantee Parcel described in Schedule "B" hereof, and Real Holding Corp., owner of the Grantee Parcels described in Schedule "C" and "D", are executing this Agreement for the purposes of (i) consenting to the terms and provisions hereof and the recording of this Agreement in the Putnam County Clerk's Office in order to facilitate the sale of the grantee Parcels to the Grantee and for no other purpose.

**18. Additional Consideration for Grant of Easement.**

The Grantee, in order to facilitate his purchase of the Grantee Parcels and in consideration of the grant by the County of its consent to the grant of the Easement provided for herein, hereby agrees to pay to the County the sum of \$65,000. Grantee shall pay same to the County by official bank check drawn to the County's order, or by such other method as the County and the Grantee shall otherwise agree, to be delivered to the County at or immediately following the closing of the transfer to the Grantee of fee simple title to the Grantee Parcels pursuant to and in accordance with said contracts of sale.

**IN WITNESS WHEREOF**, the undersigned has hereunto set its hand as of the date first above written.

**GRANTOR:**  
Town of Kent, New York.

**GRANTEE:**

By: \_\_\_\_\_  
Maureen Fleming, Supervisor.

John Clancy

**Consented to and Confirmed:**

The County of Putnam, New York

By: \_\_\_\_\_  
Mary Ellen Odell, County Executive

Newburgh Boxing Club, Inc.

By: \_\_\_\_\_  
Name and Title:

Real Holding Corp.

By: \_\_\_\_\_  
Name and Title:

**ADD ACKNOWLEDGMENTS**

**Schedule H to Access Easement and Maintenance Agreement**

**By and Between**

**The Town of Kent, New York**

**and**

**John Clancy**

**Copy of Resolution # 316 of Town of Kent**

**Dated: October ,2018**

YOLANDA CAPPELLI  
*Town Clerk*



Lauren Louderback  
*Deputy Town Clerk*

Lucy Pirro  
*Deputy Town Clerk*

**Town Clerk's Office  
Town of Kent**

**RESOLUTION**

**Resolution #316 - Amended Resolution Authorizing Supervisor To Execute Access Easement & Maintenance Agreement**

On a motion by Councilman Denbaum  
Seconded by Councilwoman Woolley

**WHEREAS**, the Town Board of the Town of Kent has received a proposed Access Easement and Maintenance Agreement from John Clancy ("Clancy") showing a proposed Easement upon, under and across premises shown on the Tax Map of the Town of Kent as 22.-1-23.2 ("Town Parcel"); and

**WHEREAS**, Clancy is the contract vendee of three (3) parcels of land located in the Town of Kent shown on the Tax Map of the Town of Kent as 22.-1-21, 12.-3-74 and 22.-1-22 ("Grantee Parcels"); and

**WHEREAS**, said Access Easement and Maintenance Agreement would grant Clancy permission to gain access to the Grantee Parcels, including without limitation the construction and installation of all Improvements necessary or convenient thereto, and conducting its business thereon, ingress to and egress from the Grantee Parcels from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel; and

**WHEREAS**, the said Access Easement and Maintenance Agreement would obligate Clancy to maintain the easement area granted therein;

**WHEREAS**, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Town of Kent by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County' express written consent, or in the event that



the Town Parcel is used for other than a public purpose and benefit.

WHEREAS, by Resolution No. 191 of 2018 of the Putnam County Legislature, the County of Putnam Legislature consented to and approved the Access Easement and Maintenance Agreement; and

WHEREAS, the Town Board wishes to grant the easement memorialized by the Access Easement and Maintenance Agreement;

WHEREAS, the Town Board passed a resolution on August 14, 2018 authorizing the action contained herein which this resolution is intended to amend;

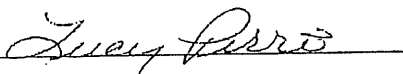
NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute the Access Easement and Maintenance Agreement, and all other documents necessary to give effect to this Resolution, consistent with the terms hereof and in such form as is satisfactory to the Town Planner and Town Attorney; and be it further

RESOLVED that this resolution is subject to Permissive Referendum as provided by New York State Town Law.

Motion carried unanimously

I Lucy Pirro, Deputy Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a resolution adopted by the town board of the Town of Kent at a meeting of said board on September 4th, 2018.

October 12th, 2018



Lucy Pirro, Deputy Town Clerk

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall  
Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN BUTCHERS COUNTY  
#34-8240780  
COMMISSION EXPIRES

6/15/2019

**PUBLIC NOTICE**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.**

PLEASE TAKE NOTICE that the Town Board of the Town of Kent adopted a Resolution authorizing the adoption of a Memorandum of Understanding with John Clancy memorializing the parties' intent that in consideration of a certain easement granted by the Town to Clancy pursuant to the Access Easement and Maintenance Agreement considered and approved in conjunction herewith, and in the event Clancy proceeds with the purchase and development of certain parcels adjacent to the Town Center, (i) the Town and Clancy will each convey and exchange portions of their respective Parcels to the other as described in the Memorandum of Understanding; and (ii) Clancy will grant to the Town an access easement over the Town Parcel to be conveyed to Clancy for access to the existing Town Center property.

PLEASE TAKE FURTHER NOTICE that the aforesaid Resolution was adopted on August 14, 2018, and was amended by Resolution adopted on September 4, 2018, and is subject to a permissive referendum as set forth in Article 4, Section 64(2) and Article 7, Section 90 of the Town Law of the State of New York. Full and complete copies of the Memorandum of Understanding and the Resolution, as amended, are available at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall  
Sworn to before me, this 12<sup>th</sup>

day of September 2018

*Albert M. Osten*

ALBERT M. OSTEN  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN PUTNAM COUNTY  
#14-824078D  
COMMISSION EXPIRES 6/15/2019

PUBLIC NOTICE

**Kent**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT**

**COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.**

PLEASE TAKE NOTICE  
that the Town Board of the Town  
of Kent has adopted a Resolution  
approving a certain Access Ease-  
ment and Maintenance Agreement  
between the Town and John Clancy  
("Clancy"), as Contract Vendée  
of premises shown on the Tax Map  
of the Town of Kent as Section  
22., Block 1, Lot 21, Section 12.,  
Block 3, Lot 74, and Section 22.,  
Block 1, Lot 22 (the "Benefitted  
Parcels"), establishing an ease-  
ment and right-of-way upon, over,  
under and across premises owned  
by the Town of Kent and shown on  
the Tax Map of the Town of Kent  
as 22.-1-23.2.. The Access Ease-  
ment and Maintenance Agree-  
ment will provide Clancy, upon  
his purchase of the Benefitted  
Parcels, with permission to cross  
the Town's parcel for ingress and  
egress and to install utility lines to  
serve the Benefitted Parcels, and  
obligates Clancy to maintain the  
easement area established thereby.

PLEASE TAKE FURTHER  
NOTICE that the aforesaid Reso-  
lution was adopted on August  
14, 2018, and was amended by  
Resolution adopted on September  
4, 2018, and is subject to a per-  
missive referendum as set forth  
in Article 4, Section 64(2) and  
Article 7, Section 90 of the Town  
Law of the State of New York.  
Full and complete copies of the  
Access Easement Agreement and  
the Resolution, as amended, are  
available at Town Hall, 25 Sybil's  
Crossing, Kent Lakes, New York  
10512

September 5, 2018  
Yolanda D. Cappelli, Town  
Clerk, Town of Kent

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal notice was published in the PUTNAM COUNTY PRESS newspaper in the Town of Carmel, in said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall

Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
SHERIFF PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
#24-82407#0  
COMMISSION EXPIRES 6/15/2019

**PUBLIC NOTICE**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018**

PLEASE TAKE NOTICE that the Town Board of the Town of Kent adopted a Resolution authorizing the adoption of a Memorandum of Understanding with John Clancy memorializing the parties' intent that in consideration of a certain easement granted by the Town to Clancy pursuant to the Access Easement and Maintenance Agreement considered and approved in conjunction herewith, and in the event Clancy proceeds with the purchase and development of certain parcels adjacent to the Town Center, (i) the Town and Clancy will each convey and exchange portions of their respective Parcels to the other as described in the Memorandum of Understanding; and (ii) Clancy will grant to the Town an access easement over the Town Parcel to be conveyed to Clancy for access to the existing Town Center property;

PLEASE TAKE FURTHER NOTICE that the aforesaid Resolution was adopted on August 14, 2018, and was amended by Resolution adopted on September 4, 2018, and is subject to a permissive referendum as set forth in Article 4, Section 64(2) and Article 7, Section 90 of the Town Law of the State of New York. Full and complete copies of the Memorandum of Understanding and the Resolution, as amended, are available at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent

State of New York  
County of Putnam

I, DON HALL

being duly sworn, says that the attached legal notice was published in the PUTNAM COUNTY PRESS newspaper in the Town of Carmel, in said County of Putnam for 1

weeks commencing on 9-12-2018

and ending same

Don Hall

Sworn to before me, this 12<sup>th</sup>

day of September 2018

Albert M. Osten

ALBERT M. OSTEN  
SHERIFF PUBLIC, STATE OF NEW YORK  
QUALIFIED IN PUTNAM COUNTY  
#14-6240780  
COMMISSION EXPIRES

6/15/2019

PUBLIC NOTICE

Kent

PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT

COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.

PLEASE TAKE NOTICE

that the Town Board of the Town of Kent has adopted a Resolution approving a certain Access Easement and Maintenance Agreement between the Town and John Clancy ("Clancy"), as Contract Vendee of premises shown on the Tax Map of the Town of Kent as Section 22., Block 1, Lot 21, Section 12., Block 3, Lot 74, and Section 22., Block 1, Lot 22 (the "Benefitted Parcels"), establishing an easement and right-of-way upon, over, under and across premises owned by the Town of Kent and shown on the Tax Map of the Town of Kent as 22.-1-23.2. The Access Easement and Maintenance Agreement will provide Clancy, upon his purchase of the Benefitted Parcels, with permission to cross the Town's parcel for ingress and egress and to install utility lines to serve the Benefitted Parcels, and obligates Clancy to maintain the easement area established thereby.

PLEASE TAKE FURTHER NOTICE that the aforesaid Resolution was adopted on August 14, 2018, and was amended by Resolution adopted on September 4, 2018, and is subject to a permissive referendum as set forth in Article 4, Section 64(2) and Article 7, Section 90 of the Town Law of the State of New York. Full and complete copies of the Access Easement Agreement and the Resolution, as amended, are available at Town Hall, 25 Sybil's Crossing, Kent Lakes, New York 10512.

September 5, 2018  
Yolanda D. Cappelli, Town Clerk, Town of Kent

## Schedule H

Termination (of Resolution No. 316 Easement Agreement)

TERMINATION  
OF  
ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS TERMINATION OF ACCESS EASEMENT AND MAINTENANCE AGREEMENT is made this 20<sup>th</sup> day of May, 2019 by JOHN CLANCY, having an office at 2963 Route 22, Patterson, New York 12563.

WITNESSETH:

WHEREAS, the Town of Kent, New York (hereinafter referred to as the "Grantor") is the owner of a parcel of land shown and designated on the Town of Kent Tax Maps as Section 22, Block 1 and Lot 23.2 (the "Grantor Parcel"); and

WHEREAS, John Clancy (hereinafter referred to as the "Grantee") was the contract vendee of three (3) certain parcels of land located in the Town of Kent shown and designated on the Town of Kent Tax Maps as Section 22., Block 1, Lot 21, Section 12., Block 3, Lot 74 and Section 22., Block 1, Lot 22 (collectively, the "Grantee Parcels"); and


WHEREAS, the parties executed a certain Access Easement and Maintenance Agreement dated October 29, 2018 and recorded in the Office of the Putnam County Clerk on November 19, 2018 in Liber 2095 Page 453 (the "Agreement") which, *inter alia*, established a permanent easement and right-of-way for the benefit of the Grantee Parcels upon, over, under and across the Grantor Parcel; and

WHEREAS, the Agreement specifically provided that the Easement would not become effective until and unless the Grantee became the owner of the Grantee Parcels, and that either the Grantor or the Grantee could, unilaterally, terminate the Agreement if the Contracts of Sale between the Grantee and the owners of the Grantee Parcels were terminated; and

WHEREAS, both Contracts of Sale were terminated by notices dated January 19, 2019, and Grantee, consistent with the provisions of Paragraph 7 of the Agreement, desires to formally terminate the Agreement of record;

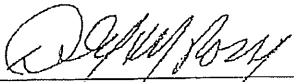
NOW, THEREFORE, the Grantee hereby unilaterally declares that the Agreement is hereby terminated and consents that this instrument be recorded in the Office of the Clerk of the County of Putnam.

IN WITNESS WHEREOF, the Grantee has executed this instrument as of the date and year first above written.

  
\_\_\_\_\_  
John Clancy

STATE OF NEW YORK  
COUNTY OF PUTNAM

On the 20<sup>th</sup> day of May in the year 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared John Clancy, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 persons, or the entity upon behalf of which the person acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

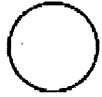
DONALD M. ROSSI  
Notary Public State of New York  
#02RO4714664  
Qualified in Westchester County  
Commission Expires October 31, 2022



**Patrick J. O'Sullivan**

---

**From:** proofpoint-pps@websterbank.com  
**Sent:** Tuesday, November 29, 2022 12:40 PM  
**To:** Patrick J. O'Sullivan  
**Subject:** Welcome to Proofpoint



**Webster**

Welcome to Proofpoint  
For Patrick O SULLIVAN pjosullivan@kblaw.com

---

An account has been created for you to manage your personal safe senders and blocked senders lists and to manage your personal quarantine

Your temporary password is **S8ggXsvmM4**



cc: ALL  
PHYS. 7/18

John J. Hogan  
Donald M. Rossi  
Michael T.  
Liguori\*

Nancy Tagliaferro\*  
Jamie Spillane\*†  
Scott J. Steiner  
Bonnie N. Feinzig  
Adriana Nolan†  
Brendan J. Liberati\*  
Of Counsel  
Mary Jane

#4a

July 13, 2023

**VIA FEDERAL EXPRESS OVERNIGHT  
COURIER AND EMAIL TO**

**Edward.Gordon@putnamcountyny.gov**

Hon. William Gouldman, Chairman  
Physical Services Committee  
Putnam County Legislature  
40 Gleneida Avenue  
Carmel, New York 10512

2023 JUL 13 PM 2:04  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

Re: Town of Kent with Sunberry Properties LLC  
Tax Map Section 22, Block 1, Lot 23.2, Town of Kent

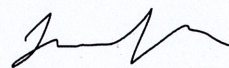
Dear Chairman Gouldman:

As you are aware, this office is counsel to the Town of Kent. The above referenced matter was in front of the Physical Service Committee on June 12, 2023, in order to renew the Town of Kent's request for consent from the County of Putnam to grant an easement over to above referenced property. Attached hereto as Schedule "A", please find my letter dated June 1, 2023, outlining the proposed action, a map showing the areas involved, and a copy of the December 12, 1990 Deed whereby the County conveyed the property to the Town of Kent subject to a certain reversionary interest.

Since the June 12, 2023, Physical Service Committee meeting, we have discussed the easement with the County Law Department and incorporated changes presented by them. I have annexed the updated Easement Agreement and all attachments thereto to this letter as Schedule "B".

Accordingly, we respectfully request written consent from the County for the Town to grant an easement to the private party. As previously discussed, this consent was previously granted by the County for an identical transaction, albeit with a different purchaser, John Clancy. Unfortunately, that transaction was never completed, and the Town requests that consent be granted for the same easement and right of way to Sunberry Properties LLC, and for the same consideration of \$65,000.00. Thank you for your consideration of this request.

Respectfully submitted,

  
Jamie Spillane, Esq.

**SCHEDULE A**



John J. Hogan  
Donald M. Rossi  
Michael T. Liguori\*

Nancy Tagliaferro\*  
Jamie Spillane\*†  
Scott J. Steiner  
Bonnie N. Feinzig  
Adriana Nolan†  
Brendan J. Liberati\*

Of Counsel  
Mary Jane MacCrae

\* Also Admitted in CT  
† Also Admitted in NJ

June 1, 2023

**VIA FEDERAL EXPRESS**

Hon. William Gouldman, Chairman  
Physical Services Committee  
Putnam County Legislature  
40 Gleneida Avenue  
Carmel, New York 10512

Re: Town of Kent with Sunberry Properties LLC  
Tax Map Section 22, Block 1, Lot 23.2, Town of Kent

Dear Chairman Gouldman:

This office is counsel to the Town of Kent. We write to renew the Town of Kent's request for consent from the County of Putnam to grant an easement over to above referenced property. Consent was previously granted by the County in 2018, but the transaction was never consummated. A new owner is interested in the same transaction which is why the Town is renewing its previously approved request.

The Town of Kent is contemplating a proposed land swap transaction with Sunberry Properties LLC. The transaction contemplates a swap of 4.7 acres of vacant land owned by the Town for 6.7 acres of adjoining in kind property owned by a private landowner. The transaction also contemplates the Town granting a fifty foot wide easement for fair market value to the private party. The easement would be over the real property commonly known as Ray Singer Court, Kent Lakes, New York. This property is the site of the Town's recycling facility.

The Town is considering undertaking the land swap with easement to effectuate the orderly development of a large vacant tract of land that borders the land that will be swapped. The proposed easement would provide the most direct access to the larger tract of land. For your convenience, enclosed please find an aerial map of the subject real property. The real property to be swapped by the Town is outlined in green. The real property to be swapped by the private party is outlined in red. The proposed easement is highlighted in yellow. The physical improvements appearing on the map by the "swap" property are the Town of Kent's municipal buildings.

The real property that would be burdened by the easement was conveyed to the Town by the County under deed, dated December 12, 1990. Attached please find a copy of the deed. The deed contains a reversionary interest in favor of the County. Specifically, the deed states that:

**HOGAN, ROSSI & LIGUORI**  
Attorneys at Law

The premises conveyed herein shall REVERT to the County of Putnam in the event the premises are used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, except with the express written consent by the County of Putnam or in the event the premises conveyed is used for other than a public purpose and benefit.

Accordingly, we write to request written consent from the County for the Town to grant an easement to the private party. This consent was previously granted by the County for an identical transaction, albeit with a different purchaser, John Clancy. On August 7, 2018, by Resolution No. 191 of 2018, the County of Putnam previously consented to and approved the grant of the same easement and right of way being requested to John Clancy. Unfortunately, that transaction was never completed, and the Town now requests that consent be granted for the same easement and right of way to Sunberry Properties LLC, and for \$65,000 consideration.

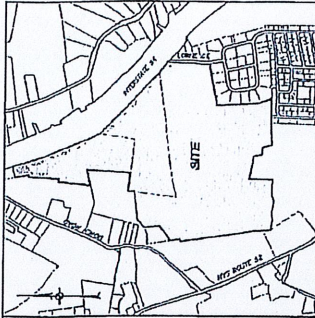
Thank you for your consideration of this request.

Respectfully submitted,

  
Jamie Spillane, Esq.

Encls.

cc: Jamie McGlasson, Town Supervisor



LOCATION MAP  
SCALE: 1" = 100'

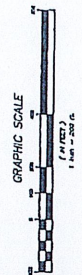
**APPLICANT:**  
CLANCY RELOCATION, R. LOGGETTS  
1000 W. 10TH ST.  
SPRINGFIELD, MA 01102

**SITE DATA:**  
ACRES: 2.14  
ZONING: R-1  
TAX MAP NO.: 22-1-102

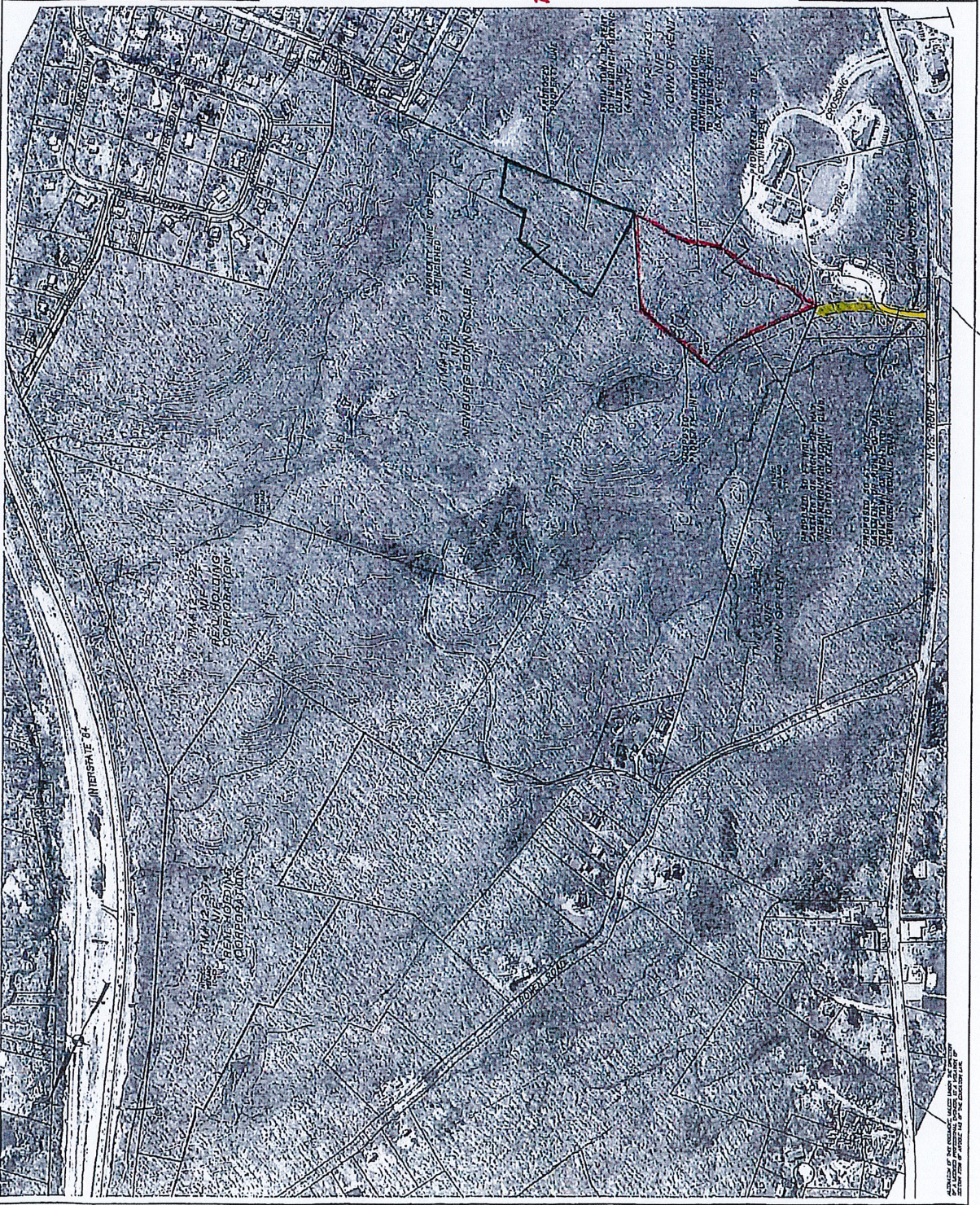
**GENERAL NOTES:**  
1. Project boundaries shown herein shall have been taken from the most recent aerial photograph available.  
2. Aerial photograph shown herein taken from AVIS 602 EarthSystems, dated 2011.  
3. Survey data shown herein based on a survey performed by the applicant or its authorized representative, P.C. Sawyer, Inc.  
4. The location of the site is shown on the location map.

*green - existing town prop. to be swapped*

*Red - adjoining private property to be swapped with town property.*



NO.	SITE	PROJECT	DATE
1	1000 W. 10TH ST.	CLANCY RELOCATION, R. LOGGETTS	10/1/11
<p><b>PROJECT:</b> CLANCY RELOCATION, R. LOGGETTS 1000 W. 10TH ST., SPRINGFIELD, MA 01102</p> <p><b>DESIGNER:</b> CLANCY RELOCATION, R. LOGGETTS 1000 W. 10TH ST., SPRINGFIELD, MA 01102</p>			
DATE	BY	SCALE	PROJECT NO.
10/1/11	RL	1" = 20'	LLA-1



*proposed easement*

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

THIS INDENTURE made the 12<sup>th</sup> day of December, nineteen hundred and ninety BETWEEN The COUNTY OF PUTNAM, a municipal corporation of the State of New York, at Two County Center, Carmel, New York 10512

party of the first part, and THE TOWN OF KENT, a Municipal Corporation of the State of New York having its principal offices at Kent Town Hall, 290 Smadbeck Avenue, Carmel, New York 10512

party of the second part,

WITNESSETH, that the party of the first part, in consideration ~~of~~ paid by the party of the second part, does hereby remise, release and quitclaim 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 Kent, County of Putnam, State of New York, more particularly described in Schedule "A" attached hereto.

SUBJECT TO and reserving to the County of Putnam a right of way and easement over those lands described in Schedule "B" attached hereto.

FURTHER granting to the Town of Kent a right of way and easement over those lands described in Schedule "C" attached hereto.

The premises conveyed herein shall REVERT to the County of Putnam in the event the premises are used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, except with the express written consent by the County of Putnam or in the event the premises conveyed is used for other than for a public purpose and benefit.

As Per Resolution R#554 of the year 1990

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, in compliance with Section 13 of the Lien Law, hereby 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, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN PRESENCE OF:

*[Handwritten signature]*

*Peter G. Alexanderson*  
PETER G. ALEXANDERSON AS COUNTY EXECUTIVE

SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 06°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 85°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 589.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.



Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S.  $63^{\circ}32'08''$  W. to its radius point, having a radius of 912.00 feet, a delta of  $4^{\circ}34'43''$ , and an arc length of 72.88 feet to a point,

thence: N.  $31^{\circ}02'35''$  W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of  $18^{\circ}55'50''$ , and an arc length of 530.96 feet to a point,

thence: N.  $12^{\circ}06'45''$  W. 600.00 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N.  $77^{\circ}53'15''$  E. 193.61 feet to a point,

thence: through lands to be conveyed to The Town of Kent, S.  $74^{\circ}06'06''$  E. 367.30 feet to a point in the easterly boundary of lands to be conveyed to the Town of Kent,

thence: along the easterly boundary of lands to be conveyed to the Town of Kent S.  $19^{\circ}13'59''$  E. 61.15 feet to a point,

thence: through lands to be conveyed to the Town of Kent the following three courses:

- 1). N.  $74^{\circ}05'06''$  W. 340.11 to a point,
- 2). on a curve to the left with a radius of 200.00 feet, a delta of  $28^{\circ}01'39''$ , and an arc length of 97.83 feet to a point,
- 3). S.  $77^{\circ}53'15''$  W. 131.21 feet to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 N.  $12^{\circ}06'45''$  W. 30.00 feet to the Point or Place of Beginning.

SCHEDULE "C"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 83-32-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4-34-43", and an arc length of 72.88 feet to a point,

thence: N. 31-02-35" W. 78.42 feet to The Point or Place of Beginning,

thence: the following two courses through lands of Putnam County,

- 1). N. 58-57-25" E. 141.76 feet to a point,
- 2). along a curve to the left with a radius of 450.00 feet, a delta of 90-00-00", and an arc length of 706.86 feet, to a point in the southerly boundary of lands to be conveyed to the Town of Kent,

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 65-55-49" W. 50.42 feet to a point,

thence: the following two courses through lands of Putnam County,

- 1). along a curve to the right with a bearing of S. 58-04-49" W to its radius point, a radius of 400 feet, a delta of 90-52-37", and an arc length of 634.44 feet to a point,
- 2). S. 58-57-25" W. 141.76 to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 S. 31-02-35" E. 50.00 feet to the Point or Place of Beginning.

LIBER 111 - 114

STATE OF NEW YORK, COUNTY OF Putnam  
On the 12 day of December 1990, 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 Putnam  
On the 12 day of December 1990, before me personally came Peter C. Alexanderson to me known, who, being by me duly sworn, did depose and say that he resides at No. Brewster, New York

that he is the County Executive of Putnam County, 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 he is duly sworn, did depose and say that he, said witness, and same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the same authority.

*Marilyn LaSpalluto*  
(Notary Public)

STATE OF NEW YORK, COUNTY OF Putnam  
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 Putnam  
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 his name as witness thereto.

MARILYN LaSPALLUTO  
NOTARY PUBLIC, State of New York  
No. 475658  
Qualified in Putnam County, NY  
Commission Expires July 31, 1992

SECTION 43  
BLOCK 2  
LOT p/o 2  
COUNTY OR TOWN PUTNAM COUNTY  
Town of Kent

Quitclaim Deed

TITLE No.  
The COUNTY OF PUTNAM

TO  
THE TOWN OF KENT

Recorded At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:



WILLIAM D. SPAIN, JR.  
Putnam County Attorney  
County Office Building  
Two County Center  
Carmel, New York 10512  
Tel: (914) 225-3641  
Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

25.00  
S.T. Exempt.  
PUTNAM COUNTY CLERK'S OFFICE  
RECEIVED ON THE 16 DAY OF Dec 1990  
AT 2 43 M P.M. RECORDED IN  
BOOK No. 1111 OF 1100  
AT PAGE 110 AND EXAMINED  
*[Signature]*

1048

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**SCHEDULE B**

## EASEMENT AGREEMENT

**EASEMENT AGREEMENT** (this "**Easement Agreement**") made the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the TOWN OF KENT, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "**Town**") and SUNBERRY PROPERTIES LLC, having an office address of 1834 Route 376, Poughkeepsie, New York 12603 ("**Sunberry**").

### WITNESSETH

**WHEREAS**, the Town is owner of a certain parcel of land located in the Town of Kent, County of Putnam and State of New York, shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described on **Schedule "A"** which is attached hereto and made a part hereof (the "**Town Parcel**"); and

**WHEREAS**, Sunberry is owner of a certain parcel of land located in the Town of Kent, County of Putnam and State of New York, shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 21, and being more fully described on **Schedule "B"** which is attached hereto and made a part hereof (the "**Sunberry Parcel**" which together with the Town Parcel are collectively called herein the "**Subject Parcels**" and each of which Subject Parcels are sometimes referred to as a "**Subject Parcel**"); and

**WHEREAS**, to gain adequate access to the Sunberry Parcel for the purposes of future economic development, Sunberry seeks a permanent easement and right of way for all purposes of ingress to and egress from the Sunberry Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances,

upon, over, under and across a certain portion of the Town Parcel as more fully described in **Schedule “C”** which is attached hereto and made a part hereof (the “**Easement Area**”); and

**WHEREAS**, the County of Putnam (the “**County**”) granted and conveyed the Town Parcel to the Town by a deed dated December 12, 1990 and recorded in the Putnam County Clerk’s Office on December 18, 1990 (the “**County Deed**”, a copy of which is attached hereto and made a part hereof as **Schedule “D”**), wherein the County (i) reserved a right-of-way and easement across the Town Parcel, (ii) granted a right-of-way and easement to the Town across the Town Parcel; and (iii) created a reversionary interest for the County’s benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County’s express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit; and

**WHEREAS**, the Town Parcel is the site of the *Kent Recycling Center*, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for in this Easement Agreement subject to the conditions below; and

**WHEREAS**, on August 7, 2018, by Resolution No. 191 of 2018 (“**Resolution No.191**”), a copy of which is attached hereto and made a part hereof as **Schedule “E”**), the County of Putnam Legislature consented to and approved the grant of an easement and right-of-way on terms similar to the terms in this Easement Agreement, and confirmed that the construction and use of a driveway thereon to provide access to the Sunberry Parcel, would not be deemed uses of the Town Parcel for “other than a public purpose”; and

**WHEREAS**, on August 14, 2018, by Resolution No. 316 (“**Resolution No. 316**”, a copy of which is attached hereto and made a part hereof as **Schedule “F”**), the Town of Kent Town Board approved the grant of the easement and right-of-way on terms similar to the terms in this Easement Agreement as memorialized in the proposed agreement between the prior owner of the Sunberry Parcel (the “**Prior Sunberry Parcel Owner**”) and the Town (the “**Resolution No. 316 Easement Agreement**,” a copy of which is attached hereto and made a part hereof as **Schedule G**; and

**WHEREAS**, the grant of easement and right of way approved by the Town of Kent Town Board by Resolution No. 316 and as reflected in the Resolution No. 316 Easement Agreement was terminated by the Prior Sunberry Parcel Owner pursuant to Paragraph 7 of the Resolution No. 316 Easement Agreement by a termination document recorded in the Office of the Putnam County Clerk (the “**Termination**”, a copy of such Termination is annexed hereto and made a part hereof as **Schedule H**; and

**NOW THEREFORE**, the Town, in consideration of the premises and other good and valuable consideration received from Sunberry, the receipt of which is acknowledged, does hereby establish for the benefit of the Sunberry Parcel and any present and future owners of the Sunberry Parcel (each a “**Sunberry Parcel Owner**” and collectively the “**Sunberry Parcel Owners**”), and gives and grants unto each Sunberry Parcel Owner and such Sunberry Parcel Owner’s heirs, executors, administrators, legal representatives, successors and assignees forever, a permanent easement and right-of-way (collectively the “**Easement**”) upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Sunberry Parcel from and to NYS Route 52, and (ii) the installation, use, repair and

replacement and maintenance of utility lines and appurtenances to serve the Sunberry Parcel, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in **Paragraph 7** of this Easement Agreement:

**1. The Easement.**

The Easement shall run with the land in perpetuity for the benefit of the Sunberry Parcel and the Sunberry Parcel Owners, but the Easement is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

The Town reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere with or cause physical damage or injury to the Easement Area. The Town shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved non-exclusively to the Sunberry Parcel Owners. In addition, the Town shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express prior written approval of the Sunberry Parcel Owner at the time of such landscape work, and in such Sunberry Parcel Owner's sole discretion, with regard to the location and species of said trees, bushes or shrubs. The County of Putnam's rights provided for in the County Deed, including the County's right of way over the Town Parcel, shall be in no way limited, restricted or fettered by this Easement Agreement.

**2. Installation, Maintenance and Repair.**



The Sunberry Parcel Owner shall bear all costs and expenses for the installation of any and all improvements made by Sunberry Parcel Owner to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's established standards as well as all applicable building and other governmental codes, regulations and permits.

The Sunberry Parcel Owner (always to be read as inclusive of its successors and assigns) shall have the responsibility upon issuance of a building permit for construction pursuant to a site plan approval granted by the Town of Kent, to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously (but subject to force majeure delays), so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area.

The Sunberry Parcel Owner shall have the responsibility upon issuance of a building permit for construction pursuant to a site plan approval granted by the Town of Kent, to construct and install improvements to the Kent Recycling Center to improve ingress and egress to and from the Kent Recycling Center. Such improvements shall be vetted during the Town of Kent's review of the site plan application for future development of the Sunberry Parcel and shall include, as determined appropriate by the Town of Kent, the following elements or suitable alternatives: (1) improved access, including a queue lane, (2) landscape

screening from the Easement Area, and (3) secondary means of ingress and egress for the Kent Recycling Center.

The Town hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by the Sunberry Parcel Owner within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued (but subject to force majeure delays), and so long as customary insurance is maintained protecting the Town from the risks involved.

### **3. Insurance.**

The Sunberry Parcel Owner shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Town as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the Town at the address as set forth above or such other address as the Town shall specify. Certificates of insurance shall be provided to the Town within fifteen (15) days of a written request.

Prior to the Sunberry Parcel Owner commencing any construction work within the Easement Area, the Sunberry Parcel Owner shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of construction work in on or about the Easement Area, general liability insurance in a commercially reasonable amount

naming the Town as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and non-owned autos; and workers' compensation coverage for its employees or contractors within statutory limits.

#### **4. Damage and Default.**

Regardless of availability of insurance proceeds, the Sunberry Parcel Owner shall promptly repair any damage to the Easement Area caused by the Sunberry Parcel Owner or Sunberry Parcel Owner's employees, contractors, tenants, subtenants, invitees, agents or representatives. In the event the Sunberry Parcel Owner fails to make the repairs, or to commence diligent efforts to do so within thirty (30) days after receiving notice of the damage event and thereafter diligently and commencing and continuing to perform the necessary work, the Town may make such repairs and the Sunberry Parcel Owner shall reimburse the Town for the cost thereof within thirty (30) days of presentation of documentation to Sunberry Parcel Owner which reasonably details such costs. In the event damage to the Easement Area occurs by casualty at no fault of the Town or the Sunberry Parcel Owner, the Town and the Sunberry Parcel Owner shall make the necessary repairs and the cost of such repairs shall be borne equally. If caused by fault of a third party, the Town and the Sunberry Parcel Owner shall cooperate to the fullest extent reasonably required to recover from said third party all costs incurred as a result of such damage.

In the event a lien is filed against all or any portion of the Town Parcel in connection with any construction or installation of improvements within the Easement Area, or the maintenance of any of same, by or at the request of the Sunberry Parcel Owner, the lien must

be bonded, satisfied or removed by the Sunberry Parcel Owner within thirty (30) days following the receipt of notice of the filing thereof.

**5. Indemnity.**

The Sunberry Parcel Owner shall indemnify, defend and save the Town harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs and expenses, including reasonable attorney's fees, that arise out of the acts or omissions of the Sunberry Parcel Owner and its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives, as the case may be, or the use of the Easement Area by the Sunberry Parcel Owner or any of its employees, contractors, tenants, subtenants, utility providers, invitees, agents or representatives.

**6. Notices.**

All notices, requests, claims, demands, and other communications (together "Notices") hereunder shall be in writing and shall be sent by (i) overnight delivery using a nationally recognized overnight courier, (ii) personally delivered, or (iii) mailed (registered or certified mail, postage prepaid, return receipt requested) to the party to receive same as its address as set forth above, or such other address as either party may have furnished to the other by notice in accordance herewith. All notices shall only be effective upon delivery. All Notices under this agreement shall be provided to the County of Putnam, in the care of the County Attorney, at 48 Glencida Ave, Carmel Hamlet, NY 10512.

**7. Effective Date, Duration, Modification, Cancellation.**

This Easement Agreement is intended to be recorded by the Sunberry Parcel Owner following its full execution and delivery to the Sunberry Parcel Owner. Sunberry shall pay all recording charges, if any.

It is specifically provided, however, that the rights benefitting the Sunberry Parcel and the Sunberry Parcel Owner shall not be exercised or deemed effective until and unless the Sunbury Parcel Owner receives the approval from the Town Board of the Town of Kent and from the County of Putnam and this Easement Agreement is recorded in the Putnam County Clerk's Office. Upon such recording, the rights hereby established shall be self-operative without the need for any other or further instrument by the Town or the Sunberry Parcel Owner. This Easement Agreement shall continue in perpetuity and shall not be changed, amended, modified, canceled or terminated except by a written instrument executed and acknowledged by the Town and the Sunberry Parcel Owner and duly recorded in the Putnam County Clerk's Office, except that it may be terminated by (i) the Sunberry Parcel Owner unilaterally by a written instrument executed and acknowledged by the Sunberry Parcel Owner releasing its rights hereunder and duly recorded in the Putnam County Clerk's Office. The Sunberry Parcel Owner shall provide the Town with notice of such termination cancellation within fourteen (14) business days following such termination.

**8. Binding: Assignment.**

This Easement Agreement shall be binding upon and inure to the benefit of and be enforceable by the Town and its successors and assigns; and by Sunberry and the Sunberry Parcel Owner's heirs, executors, administrators, legal representatives, successors and assigns.

The Sunberry Parcel Owner may freely assign its rights hereunder to any person, firm or entity acquiring title to the Sunbury Parcels. Any assignment hereunder shall be by written instrument, signed by the assignee, which provides for the assumption by the assignee of all the assignor's obligations hereunder. In the event of an assignment, upon the delivery of the instrument of assignment to the Town, the assignor shall be released from all of its obligations thereafter arising hereunder.

**9. Non-Waiver.**

No waiver by a party hereto of any provision of this Easement Agreement shall constitute a waiver by such party of any other provision. No failure to insist upon or to enforce any provision of this Easement Agreement shall constitute or be interpreted as a waiver thereof.

**10. Governing Law.**

This Easement Agreement shall be governed by the laws of the State of New York.

**11. Severability.**

If any term or provisions of this Easement Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

**12. Mortgages.**

Any mortgages encumbering all or any portion of the Town Parcel or the Sunberry Parcels shall at all times be subordinate to the terms of this Easement Agreement and to the County of Putnam's interests contained in the County Deed and any party foreclosing any

such mortgage, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement Agreement.

**13. Reference to Agreement in Deeds.**

This Easement Agreement shall run with the land, and each and every owner of the Sunberry Parcel by accepting a deed or any other conveyance to same and regardless of whether said deed or other conveyance incorporates, by reference or otherwise, or refers to, this Easement Agreement, covenants and agrees to observe, perform and be bound by this Easement Agreement and to incorporate the same by reference in any deed or other conveyance of any portion of the Sunberry Parcel Owner but failure to incorporate this Easement Agreement by reference shall have no bearing on the effectiveness of this Easement Agreement.

**14. Interpretation**

The singular number as used in this Easement Agreement shall be read as the plural number, and *vice versa*, the masculine gender shall be read as the feminine or neuter gender, and *vice versa*, whenever necessary to give full effect to the terms and provisions hereof.

**15. Recording.**

This Agreement shall be recorded in the Putnam County Clerk's Office, and it is the intention of the parties hereto that this Easement Agreement and the Easement created hereby shall run with the land in perpetuity.

**16. Consent of Putnam County.**

The County of Putnam shall be required to execute this Agreement for the limited purposes of confirming County of Putnam's consent to the grant of the Easement as herein

provided and that it does not consider the use of the Easement Area for access to the Sunberry Parcel Owner's Parcel to constitute a use of the Town Parcel "for other than a public purpose and benefit" as that phrase is used in the County Deed referred to herein.

**17. Consent of Owners of the Sunberry Parcel.**

Sunberry, owner of the Sunbury Parcel, is executing this Easement Agreement for the purposes of consenting to the terms and provisions hereof and the recording of this Easement Agreement in the Putnam County Clerk's Office.

**18. Additional Consideration for Grant of Easement.**

Sunbury, in order to facilitate consideration of the grant by the County of its consent to the grant of the Easement provided for in this Easement Agreement, hereby agrees to pay to the County the sum of \$65,000 by official bank check drawn to the County's order, or by such other method as the County and Sunberry shall otherwise agree, to be delivered to the County immediately following the recording of this Easement Agreement.

**IN WITNESS WHEREOF**, the undersigned have signed this Easement Agreement as of the date first above written.

**TOWN OF KENT**

By: \_\_\_\_\_  
Name  
Title:

**SUNBERRY PROPERTIES LLC**

By: \_\_\_\_\_  
Name:  
Title



**Consented to and Confirmed By:**

THE COUNTY OF PUTNAM

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

Name:

Title:

**ACKNOWLEDGMENTS FOLLOW**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared JAMIE McGLASSON, 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 person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared STEPHEN HOARE, 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 person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022 before me, the undersigned, personally appeared \_\_\_\_\_, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Schedule A**

Description of Town Parcel

## SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 195.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-48" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 580.54 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.93 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

1. S. 19°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-55'-48" W. 504.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

**Schedule B**

Description of the Sunbury Parcel

Tax Parcel Section 22. Block 1 Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, State of New York:

BEGINNING at the corner formed by the intersection of the southwesterly side of SH 503 - Route 84 and the westerly side of Lorne Road;

RUNNING THENCE along the westerly side of Lorne Road, the following courses and distances:

South 14° 17' 35" West 12.51 feet;  
South 6° 46' 20" West 35.47 feet;  
South 13° 19' 50" West 90.89 feet;  
South 13° 22' West 340.98 feet;  
South 13° 48' 40" West 211.31 feet;  
South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

RUNNING THENCE along lands now or formerly of Thomas and Mary A. Brogan, and lands now or formerly of Johns and lands now or formerly of Hickey and lands now or formerly of Lawson and lands now or formerly of Joseph and Antoinette Czaha and lands now or formerly of Vincent and Genoveffa Fouchet and lands now or formerly of Joseph and Aura Galli and lands now or formerly of Patrick F. and Angela M. Gartlan, the following courses and distances:

North 87° 31' 10" West 106.34 feet;  
North 89° 01' 20" West 280.46 feet;  
North 87° 14' West 255 feet;  
North 88° 31' West 165 feet;  
South 13° 05' 10" West 207.31 feet;  
South 17° 25' 50" West 82.40 feet;  
South 4° 13' 50" West 147.60 feet;  
South 11° 18' 30" West 94.60 feet;  
South 6° 59' 20" West 258.51 feet;  
South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FF; and

RUNNING THENCE along said last mentioned lands, North 76° 40' 20" West 463.68 feet to lands now or formerly of Kent Development Company, Inc.; and

RUNNING THENCE along last mentioned lands, the following courses and distances:

North 76° 35' West 214.49 feet;  
North 78° 37' 10" West 205.98 feet;  
North 6° 41' 30" West 173.63 feet;  
North 72° 03' 50" West 45.33 feet;  
North 68° 44' 30" West 92.41 feet;  
North 9° 46' 10" West 24.02 feet;  
Due North 114.82 feet;  
North 65° 33' West 440.61 feet;  
South 14° 18' West 191.57 feet;  
South 15° 13' 40" West 248.92 feet;  
North 73° 00' 50" West 201.57 feet;  
North 75° 42' 30 seconds West 70.94 feet;  
North 82° 28' 30" West 42.43 feet;  
South 80° 34' 40" West 72.49 feet;  
South 88° 34' 40" West 53.19 feet;  
North 62° 22' 10" West 73.01 feet;  
North 64° 14' 40" West 91.76 feet;  
North 69° 14' West 37.03 feet;  
North 82° 56' 50" West 52.75 feet;  
North 77° 30' 50" West 94.17 feet;  
North 69° 10' 30" West 122.45 feet;  
North 74° 58' 40" West 69.12 feet;  
North 9° 35' East 291.76 feet;  
North 3° 43' East 1119.25 feet;  
North 5° 24' 10" East 304.16 feet;  
South 88° 13' 50" East 43.75 feet;  
North 3° 43' 10" East 114.94 feet;  
North 5° 03' 20" East 80 feet to lands now or formerly of Mildred Sells; and

RUNNING THENCE along the last mentioned lands, the following courses and distances:

North 66° 38' 40" East 341.70 feet;  
North 8° 08' 40" East 269.23 feet;  
North 55° 36' 40" East 229.39 feet to lands now or formerly of Mays Ware, Inc.; and

RUNNING THENCE along last mentioned lands, South 70° 16' 10" East 56.95 feet and  
South 84° 37' 20" East 528.02 feet to lands now or formerly of Rachel Palley Panken; and

RUNNING THENCE along said last mentioned lands, the following courses and distances:

South 21° 33' West 798.19 feet;  
South 84° 30' 30" East 90.96 feet;  
North 81° 26' 40" East 75.99 feet;  
South 83° 20' 50" East 298.51 feet;  
South 85° 08' 20" East 339.42 feet;  
South 83° 07' 40" East 106.50 feet;  
South 85° 45' 30 seconds East 41.95 feet;  
South 84° 24' 10 seconds East 354.39 feet;  
South 85° 24' 20 seconds East 184.72 feet;  
South 83° 38' 50" East 109.90 feet;  
South 85° 40' 30" East 97.35 feet;  
South 83° 47' 20" East 145.01 feet;  
South 84° 40' 20" East 305.23 feet;  
South 85° 00' 20" East 250.34 feet to the southwesterly side of SH 503 - Route 84; and

RUNNING THENCE along said road, South 36° 32' East 213.15 feet to the point or place or  
BEGINNING.

TOGETHER with an easement of ingress and egress to and from the above described premises over the  
road known as "Old Bowen Road" to the highway known as Bowen Road.

TOGETHER with all the right, title and interest of the party of the first part, of, in  
and to the land lying in the street in front of and adjoining said premises.



Schedule C

Description of the Easement Area

**Description of Proposed Easement  
over Lands of the Town of Kent**

BEGINNING AT A POINT located S 25° 39' 11" E 112.15 feet from a point formed by the intersection of the northerly line of lands of the grantor herein as described in Liber 1111, Cp 110, and further shown on a survey by Kayler Geoscience, Ltd., dated October 26, 2001, with the easterly line of New York State Route 52; thence from said point of beginning through lands of the grantor herein N 69° 41' 58" E 85.91 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 07° 09' 57" and distance of 37.52 feet to a point of tangency; thence N 76° 51' 55" E 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 26° 46' 50" and distance of 116.85 feet to a point of tangency; thence N 50° 05' 05" E 166.21' to a point in the westerly line of lands now or formerly of Foursome Partnership; thence along same S 03° 03' 52" E 62.48 feet to a point being the southwesterly corner of lands of said Foursome Partnership; thence through lands of the grantor herein S 50° 05' 05" W 128.73 feet to a point of curvature; thence along a curve to the right having radius of 300.00 feet, a central angle of 26° 46' 50" and distance of 140.22 feet to a point of tangency; thence S 76° 51' 55" W 145.87 feet to a point of curvature; thence along a curve to the left having radius of 250.00 feet, a central angle of 07° 09' 57" and distance of 31.27 feet to a point of tangency; thence S 69° 41' 58" W 81.23 feet to a point in the easterly line of New York State Route 52; thence along same N 25° 39' 11" W 50.22 feet to the point and place of beginning. Being intended to describe an easement fifty (50) feet in width over lands of the grantor for the purpose of ingress and egress.

**Schedule D**

County Deed to Town of Kent

WCS4

State of N.Y. S.S. 7 U. Form 1081

Question Dated-Indefinite or Expires (if fixed)

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

THIS INDENTURE made the 12th day of December, 1911, between The County of Putnam, a municipal corporation of the State of New York, at The County Center, Carmel, New York 10512

party of the first part, and THE TOWN OF KENT, a Municipal Corporation of the State of New York having its principal offices at Kent Town Hall, 290 Sandbeck Avenue, Carmel, New York 10512

party of the second part,

WITNESSETH, that the party of the first part, in consideration ~~thereof~~ paid by the party of the second part, does hereby remise, release and quitclaim 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 Kent, County of Putnam, State of New York, more particularly described in Schedule "A" attached hereto.

SUBJECT TO and reserving to the County of Putnam a right of way and easement over those lands described in Schedule "B" attached hereto.

FURTHER granting to the Town of Kent a right of way and easement over those lands described in Schedule "C" attached hereto.

The premises conveyed herein shall REVERT to the County of Putnam in the event the premises are used to provide a right of way or other access to any other lands other than those owned by the County of Putnam, except with the express written consent by the County of Putnam or in the event the premises conveyed is used for other than for a public purpose and benefit.

As Per Resolution R0554 of the year 1990

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, in compliance with Section 13 of the Lien Law, hereby 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 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, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN WITNESS OF:

*[Handwritten signature]*

*Peter C. Alexander*  
PETER C. ALEXANDERSON AS COUNTY EXECUTIVE

11390

SCHEDULE "A"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/E Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

on a curve to the left with a bearing of E. 63°-32'-08" N. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1607.00 feet, a delta of 08°-58'-24", and an arc length of 196.59 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 65°-55'-49" E. to its radius point, with a radius of 1607.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-08'-46" W. 600.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 588.84 feet to a point in the easterly boundary of lands N/E Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-28'-34" W. 186.03 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

thence: through the lands of Putnam County the following three courses,

- 1. S. 19°-13'-59" E. 585.98 feet to a point,
- 2. S. 27°-30'-00" E. 60.00 feet to a point,
- 3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

SCHEDULE "B"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.88 feet to a point,

thence: N. 31°-02'-35" W. 404.24 feet to a point,

thence: on a tangent curve to the right, with a radius of 1807.00 feet, a delta of 18°-55'-50", and an arc length of 538.86 feet to a point,

thence: N. 12°-06'-45" W. 600.00 feet to the Point or Place of Beginning,

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N. 77°-53'-15" E. 198.61 feet to a point,

thence: through lands to be conveyed to The Town of Kent, S. 74°-05'-06" E. 367.30 feet to a point in the easterly boundary of lands to be conveyed to the Town of Kent,

thence: along the easterly boundary of lands to be conveyed to the Town of Kent S. 19°-13'-59" E. 61.15 feet to a point,

thence: through lands to be conveyed to the Town of Kent the following three courses:

- 1). N. 74°-05'-06" W. 340.11 to a point,
- 2). on a curve to the left with a radius of 200.00 feet, a delta of 28°-01'-39", and an arc length of 97.83 feet to a point,
- 3). S. 77°-53'-16" W. 131.21 feet to a point on the easterly boundary of NYS RTE. 52,

thence: along the easterly boundary of NYS RTE. 52 N. 12°-06'-45" W. 50.00 feet to the Point or Place of Beginning.

SCHEDULE "C"

Commencing at a point in the Town of Kent, Putnam County, State of New York, on the easterly boundary of NYS RTE. 52, where said boundary is intersected by the line dividing lands N/F Sacer on the south, and lands of Putnam County on the north, thence the following courses along the easterly boundary of NYS RTE. 52:

On a curve to the left with a bearing of S. 63-32-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4-34-43", and an arc length of 72.88 feet to a point,

thence: N. 31-02-35" W. 78.42 feet to The Point or Place of Beginning,

thence: the following two courses through lands of Putnam County,

- 1). N. 56-57-25" E. 141.78 feet to a point,
- 2). along a curve to the left with a radius of 450.00 feet, a delta of 90-00-00", and an arc length of 705.86 feet, to a point in the southerly boundary of lands to be conveyed to the Town of Kent,

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 65-55-49" W. 50.42 feet to a point,

thence: the following two courses through lands of Putnam County,

- 1). along a curve to the right with a bearing of S. 58-04-48" N to its radius point, a radius of 400 feet, a delta of 90-52-37", and an arc length of 534.44 feet to a point,
- 2). S. 56-57-25" W. 141.78 to a point on the easterly boundary of NYS RTE. 52.

thence: along the easterly boundary of NYS RTE. 52 S. 31-02-35" E. 50.00 feet to the Point or Place of Beginning.

STATE OF NEW YORK, COUNTY OF Putnam  
On the 19 day of December 1990, 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 Putnam  
On the 19 day of December 1990, before me personally came Peter C. Alexander  
to me known, who, being by me duly sworn, did depose and say that he resides at No. Drawer, New York

that he is the County Executive of Putnam County, 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 he is duly sworn, did depose and say that he resides at No. Drawer, New York and same was affixed to said instrument under authority of the Putnam County Charter and that he signed his name thereto under the name authority.

Marilyn LaPaluto  
(Notary Public)

STATE OF NEW YORK, COUNTY OF Putnam  
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 Putnam  
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 his name as witness thereto.

Marilyn LaPaluto  
Notary Public, State of New York  
No. 425538  
Qualified in Putnam County  
Commission Expires July 31, 1992

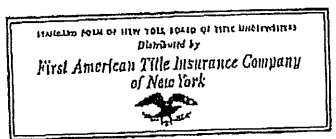
Quitclaim Deed

TITLE No.  
The COUNTY OF PUTNAM

SECTION 43  
BLOCK 2  
LOT p/a 2  
COUNTY OR TOWN PUTNAM COUNTY  
Town of Kent

TO  
THE TOWN OF KENT

Remitted At Request of  
First American Title Insurance Company of New York  
RETURN BY MAIL TO:



WILLIAM D. SPAIN, JR.  
Putnam County Attorney  
County Office Building  
Two County Center  
Carmel, New York 10512  
Tel: (914) 225-3641

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

25.00

V.T. Exempt

1048

RECEIVED ON THE 15 DAY OF DEC 1990  
AT 11:43 A.M. RECORDED IN  
BOOK No. 1111 OF 1100  
AT PAGE 110 AND EXAMINED

RECEIVED  
\$ 25.00  
REAL ESTATE  
DEC 18 1990  
TRANSFER TAX  
PUTNAM COUNTY

06 11 64 7 01 33  
PUTNAM COUNTY  
CLERK'S OFFICE



**Schedule E**

Certified Copy of Resolution 191 of Putnam County Legislature

PUTNAM COUNTY LEGISLATURE

Resolution #191

Introduced by Legislator Carl L. Albano on behalf of the Physical Services Committee at a Regular Meeting held on August 7, 2018.

page 2

RESOLVED, that the County of Putnam hereby grants to the Town of Kent, a limited waiver of the reverter contained in the deed in Liber 1111 at Page 110, as specifically provided herein, and be it further

RESOLVED, that the County of Putnam consents to and approves an easement across Town of Kent TM No. 22-1-23-2, which shall be in the substantial form and content contained in the attached Exhibit "A", and be it further

RESOLVED, that the County of Putnam hereby confirms that the construction and use of a driveway in the easement area and the installation therein of utility lines and appurtenances to serve of Town of Kent TM Nos. 22-1-21, 12-3-73, and 22-1-22, would not be deemed uses of Town of Kent TM No. 22-1-23-2 for "other than a public use", and be it further

RESOLVED, that the limited waiver provided herein shall in no way be construed to waive and/or release the reverter contained in the deed in Liber 1111, at Page 110 for any other purpose, and that such reverter shall otherwise remain in full force and effect, and be it further

RESOLVED, that in consideration of the within waiver and consent, and in accordance with the terms of the easement contained in the attached as Exhibit "A", John Ciancy shall pay to this County the sum of \$65,000, and be it further

RESOLVED, that the County Executive is hereby authorized, with the advice and assistance of the County Attorney, to execute any documentation necessary to effectuate the limited waiver provided herein, and be it further

RESOLVED, that the County Attorney is hereby authorized to take whatever action is necessary in order to effectuate this Resolution, and be it further

RESOLVED, this Resolution shall take effect immediately.

BY ROLL CALL VOTE: SIX AYES, ONE ABSTENTION - LEGISLATOR JONKE, LEGISLATORS NAGERINO & SUGGIMARRA WERE ABSENT. MOTION CARRIES.



Voter:  
State of New York

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 7, 2018.

Dated: August 9, 2018

Signed: *Don Scarpato*

Don Scarpato  
Clerk of the Legislature of Putnam County

**Schedule F**

Resolution No. 316 of the Town of Kent Town Board

YOLANDA CAPPELLI  
Town Clerk



Lauren Louderback  
Deputy Town Clerk

Lucy Pirro  
Deputy Town Clerk

Town Clerk's Office  
Town of Kent

RESOLUTION

Resolution #316 - Amended Resolution Authorizing Supervisor To Execute Access Easement & Maintenance Agreement

On a motion by Councilman Denbaum  
Seconded by Councilwoman Woolley

WHEREAS, the Town Board of the Town of Kent has received a proposed Access Easement and Maintenance Agreement from John Clancy ("Clancy") showing a proposed Easement upon, under and across premises shown on the Tax Map of the Town of Kent as 22.-1-23.2 ("Town Parcel"); and

WHEREAS, Clancy is the contract vendee of three (3) parcels of land located in the Town of Kent shown on the Tax Map of the Town of Kent as 22.-1-21, 12.-3-74 and 22.-1-22 ("Grantee Parcels"); and

WHEREAS, said Access Easement and Maintenance Agreement would grant Clancy permission to gain access to the Grantee Parcels, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, ingress to and egress from the Grantee Parcels from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel; and

WHEREAS, the said Access Easement and Maintenance Agreement would obligate Clancy to maintain the easement area granted therein;

WHEREAS, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Town of Kent by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County's express written consent, or in the event that

the Town Parcel is used for other than a public purpose and benefit.

WHEREAS, by Resolution No. 191 of 2018 of the Putnam County Legislature, the County of Putnam Legislature consented to and approved the Access Easement and Maintenance Agreement; and

WHEREAS, the Town Board wishes to grant the easement memorialized by the Access Easement and Maintenance Agreement;

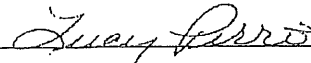
WHEREAS, the Town Board passed a resolution on August 14, 2018 authorizing the action contained herein which this resolution is intended to amend;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute the Access Easement and Maintenance Agreement, and all other documents necessary to give effect to this Resolution, consistent with the terms hereof and in such form as is satisfactory to the Town Planner and Town Attorney; and be it further

RESOLVED that this resolution is subject to Permissive Referendum as provided by New York State Town Law.

Motion carried unanimously

I Lucy Pirro, Deputy Town Clerk of the Town of Kent, do hereby certify that the above is a true and exact copy of a resolution adopted by the town board of the Town of Kent at a meeting of said board on September 4th, 2018.

October 12th, 2018 

Lucy Pirro, Deputy Town Clerk

State of New York  
County of Putnam

I, DON HALL  
being duly sworn, says that the attached legal  
notice was published in the PUTNAM COUNTY  
PRESS newspaper in the Town of Carmel, in  
said County of Putnam for \_\_\_\_\_

weeks commencing on 9-12-2018

and ending same

[Signature]

Sworn to before me, this 12<sup>th</sup>

day of September 2018

[Signature]

ALBERT M. OSTEN  
JEREMY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN DUTCHESS COUNTY  
#24-0240780  
COMMISSION EXPIRES 6/15/2019

**PUBLIC NOTICE**

**PUBLIC NOTICE  
NOTICE OF  
ADOPTION OF AMENDED  
RESOLUTION SUBJECT TO  
PERMISSIVE REFERENDUM  
TOWN OF KENT  
COUNTY OF PUTNAM,  
STATE OF NEW YORK  
DATE OF ADOPTION:  
SEPTEMBER 4, 2018.**

PLEASE TAKE NOTICE  
that the Town Board of the Town  
of Kent adopted a Resolution  
authorizing the adoption of a  
Memorandum of Understanding  
with John Clancy memorializing  
the parties' intent that in consider-  
ation of a certain easement granted  
by the Town to Clancy pursuant to  
the Access Easement and Mainte-  
nance Agreement considered and  
approved in conjunction herewith,  
and in the event Clancy proceeds  
with the purchase and develop-  
ment of certain parcels adjacent to  
the Town Center, (i) the Town and  
Clancy will each convey and ex-  
change portions of their respective  
Parcels to the other as described in  
the Memorandum of Understand-  
ing; and (ii) Clancy will grant to  
the Town an access easement over  
the Town Parcel to be conveyed to  
Clancy for access to the existing  
Town Center property.

PLEASE TAKE FURTHER  
NOTICE that the aforesaid Reso-  
lution was adopted on August  
14, 2018, and was amended by  
Resolution adopted on September  
4, 2018, and is subject to a per-  
missive referendum as set forth  
in Article 4, Section 64(2) and  
Article 7, Section 90 of the Town  
Law of the State of New York.  
Full and complete copies of the  
Memorandum of Understanding  
and the Resolution, as amended,  
are available at Town Hall, 25  
Sybil's Crossing, Kent Lakes,  
New York 10512.

Dated: September 5, 2018  
Yolanda D. Cappelli  
Town Clerk, Town of Kent

**Schedule G**

Access Easement and Maintenance Agreement between Prior Property Owner and  
the Town (the Resolution No. 316 Easement Agreement)

**ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

**THIS INDENTURE OF ACCESS AND MAINTENANCE AGREEMENT** (the "Easement") made the 29<sup>th</sup> day of OCTOBER, 2018, by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Grantor") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Grantee).

**WITNESSETH**

**WHEREAS**, the Grantor is seized of a parcel of land located in the Town of Kent, County of Putnam and State of New York shown and designated on the Town of Kent Tax Maps as Section 22, Block 1, Lot 23.2, and being more fully described in Schedule "A" which is attached hereto and incorporated herein (the "Town Parcel"); and

**WHEREAS**, the Grantee is the contract vendee of three (3) certain parcels of land located in the Town of Kent, County of Putnam and State of New York, the owners and descriptions of which are as follows (collectively, the "Grantee Parcels"):

Parcel I – owned by Newburgh Boxing Club, Inc., being shown and designated on the Kent Tax Maps as Section 22., Block 1, Lot 21, and being more fully described in Schedule "B" which is attached hereto and incorporated herein;

Parcel II – owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps as Section 12., Block 3, Lot 74, and being more fully described in Schedule "C" which is attached hereto and incorporated herein; and

Parcel III - owned by Real Holding Corp., being shown and designated on the Town of Kent Tax Maps Section 22., Block 1, Lot 22, and being more fully described in Schedule "D" which is attached hereto and incorporated herein ; and

**WHEREAS**, the Grantee currently intends to develop the Grantee Parcels as a warehouse and storage facility (the "Facility") for the furtherance of its business of moving and storage logistics throughout the County of Putnam and beyond; and

**WHEREAS**, to gain adequate access to the Grantee Parcels for the purposes of constructing the facility, including without limitation the construction and installation of all improvements necessary or convenient thereto, and conducting its business thereon, the Grantee seeks a permanent easement and right of way for all purposes of ingress to and egress from the Grantee Parcel from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described in Schedule "E" which is attached hereto and incorporated herein (the "Easement Area"); and

**WHEREAS**, the County of Putnam (the "County") granted and conveyed the Town Parcel to the Grantor by a deed dated December 12, 1990 and recorded in the Putnam County Clerk's Office on December 18, 1990 (the "County Deed"), and in said Deed the County (i)



reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County without the County' express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

**WHEREAS**, the Town Parcel is the site of the Town of Kent Recycling Center, a public use, which will continue unaffected by the establishment of the easement and right-of-way provided for herein; and

**WHEREAS**, on August 7, 2018 by Resolution No. 191 of 2018, the County of Putnam Legislature consented to and approved the grant of the easement and right-of-way established hereby, and confirmed that the construction and use of a driveway thereon to provide access to the Grantee Parcels, and the installation therein of utility lines and appurtenances to serve the Grantee Parcels, would not be deemed uses of the Town Parcel for "other than a public purpose". A copy of Resolution No. 191 of the Putnam County Legislature is attached hereto as Schedule "G"; and incorporated herein; and

**WHEREAS**, on August 14, 2018 Resolution No.316 the Town of Kent Town Board approved the grant of the easement and right-of-way provided for herein, and the terms and conditions hereof, and the Grantor desires to enter into this Agreement in accordance with said resolution. A copy of Resolution No. 316 is attached hereto as Schedule "H" and incorporated herein; and

**NOW THEREFORE**, Grantor, in consideration of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, received from the Grantee, the receipt of which is acknowledged, does hereby establish for the benefit of the Grantee Parcels, and gives and grants unto Grantee, his heirs, executors, administrators, legal representatives, successors and assigns forever, a permanent easement and right-of-way (collectively, the "Easement") upon, over, under and across the Easement Area for (i) all purposes of ingress and egress to and from the Grantee Parcels from and to NYS Route 52, and (ii) the installation, use, repair, replacement and maintenance of utility lines and appurtenances to serve the Grantee Parcels, subject only to the terms and conditions hereof, including, without limitation, the condition subsequent described in Paragraph 7, below:

**1. The Easement.**

The Easement granted herein shall be deemed to run with the land in perpetuity for the benefit of the Grantee Parcels, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Easement Area except as provided for herein.

Grantor, its successors and assigns, reserve the right to use and enjoy the Town Parcel, to the extent that said use and enjoyment does not interfere with the rights and privileges herein established, and further provided that in no event shall such use or enjoyment interfere with or

cause physical damage or injury to the Easement Area. The Grantor shall not construct or erect any type of permanent structure, building or improvement over or within the Easement Area, the use of which is reserved exclusively to the Grantee. In addition, the Grantor shall not landscape, or place or plant any trees, bushes or shrubs within the Easement Area without first having obtained the express written approval of the Grantee, in its sole discretion, with regard to the location and species of said trees, bushes or shrubs.

## **2. Installation, Maintenance and Repair.**

The Grantee shall bear all costs and expenses for the installation, repair and maintenance of any and all improvements made by Grantee to the Easement Area. All installation, repairs, maintenance and future improvements shall be constructed and installed in a good, workmanlike manner, in full compliance with the Town of Kent's standards as well as all applicable building and other governmental codes, regulations and permits.

The Grantee shall have the responsibility to keep the Easement Area in a safe, good and functional condition at all times, including without limitation the following: snow and ice removal, and paving, striping and replacing markings on the surface from time to time as and when necessary so as to provide for the orderly flow of vehicles. All work done in connection with maintenance, repair or replacement work in the Easement Area shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of those portions of the Town Parcel outside the Easement Area .

The Grantor hereby grants and establishes temporary easements for incidental encroachments upon those portions of the Town Parcel outside the Easement Area to the extent necessary for the construction and installation of any improvements by Grantee within the Easement Area, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Grantor from the risks involved.

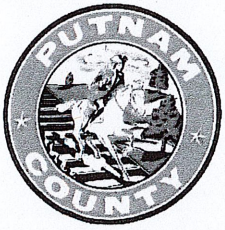
## **3. Insurance.**

The Grantee shall obtain and maintain general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the Grantor as an additional insured on a primary and noncontributing basis. The insurance shall contain a provision that coverage may not be canceled or materially changed in scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at the address as set forth above or such other address as the additional insured shall specify. Certificates of insurance shall be provided to the Grantor within fifteen (15) days of a written request.

Prior to the Grantee commencing any construction work within the Easement Area, the Grantee shall purchase and cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their construction work, in on or about the Easement Area, general liability insurance in a commercially reasonable amount naming the Grantor as additional insured; automobile insurance, including contractual liability coverage for all owned, hired and

**Physical Services Committee Mtg.**  
**July 18, 2023**  
**#5**

**#5. Approval/ Renewal- Putnam County Veterans' Residence Leases/ Sr.  
Deputy County Attorney Conor McKiernan**



Putnam County  
Department of Planning, Development,  
and Public Transportation

*cc: all  
phys*

[www.putnamcountyny.com](http://www.putnamcountyny.com)

841 Fair Street  
Carmel, NY 10512

John G. Tully  
Acting Administrator

*Approved  
#6*

Phone: (845) 878-3480  
Fax: (845) 808-1948

Memorandum

To: Diane Schonfeld, Clerk of the Legislature  
From: John Tully, Planning Dept. Acting Administrator  
Date: July 7, 2023

Please forward the following to the Physical Services Committee for consideration of reappointment and appointment to the Putnam County Agricultural and Farmland Protection Board (AFPB). Attached are the appropriate Letters of Intent and Resumes/CVs. Terms should be staggered as the Legislature deems reasonable. Thank you again for your assistance.

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2023 JUL 12 AM 10:36

Cc: Erin Crowley / Legislator – 9<sup>th</sup> District  
Patricia McLoughlin / Real Property Tax Director  
Neal Tomann / Acting S&W District Director  
Jocelyn Apicello / AFPB Chairperson  
Ilona Campo / Planning Assistant/Board Secretary

**Putnam County  
Agriculture and Farmland Protection Board (AFPB)  
Legislative Appointments  
11 Members / 4 Year Terms**

Members	Position	Reso. #	Expiration Current/Recommended	Address	Email
Erin Crowley	Legislative Rep.	#14 of 2022	12/31/23 *coterminal with term in office*	N/A	erin.crowley@putnamcountyny.gov
Patricia McLoughlin	Real Property / Tax Director		*coterminal with term in office*	N/A	patricia.mcloughlin@putnamcountyny.gov
John Tully	Planning Dept. Acting Admin.		*coterminal with term in office*	N/A	john.tully@putnamcountyny.gov
Neal Tomann	Acting S&W District Director		*coterminal with term in office*	N/A	neal.tomann@putnamcountyny.gov
Ruby Kooh-Feinberg	Cornell Cooperative Extension Rep.		12/31/27	N/A	rek247@cornell.edu
Jocelyn Apicello	Chairperson/Farmer Rep.		12/31/27	69 South Mountain Pass, Garrison, NY 10524	longhaulny@gmail.com
Dave Vickery	Farmer Rep.	#58 of 2020	12/31/23	3 Horseman Trail, Cold Spring, NY 10516	davevickery122@icloud.com
Brian Bergen	Farmer Rep.	#58 of 2020	12/31/24	53 Bell Hollow Rd., Putnam Valley, NY 10579	bbergen67@yahoo.com
Ervin Raboy	Farmer Rep.		12/31/27	2-20 West Wind Lane, Brewster, NY 10509	pvtile@gmail.com
Nicole Scott	Farmer Rep.		12/31/26	PO Box 157 Cold Spring, NY 10516	nscott@glynwood.org
Christine Nastasi	Farmer Rep.		12/31/26	187 Prospect Hill Road Brewster, NY 10509	talloaksNY@gmail.com

\*Recommended terms correspond to NY Ag. and Markets Law (<https://www.nysenate.gov/legislation/laws/AGM/302>) but are subject to change as the Legislature deems reasonable. "The chairperson of the county legislative body shall appoint to it two qualified persons for terms of two years each, two qualified persons for terms of three years each and two qualified persons for a term of four years. Thereafter, the appointment of each member shall be for a term of four years."

Dear Physical Services Committee,

I would like to request consideration for reappointment to the Putnam County Agriculture and Farmland Protection Board for another 3-year term. I have volunteered as a Board member since 2019 and am currently serving as the chair of the Board, succeeding Marge Thorpe. I continue to farm in Garrison, NY, with my husband and two young children on Longhaul Farm. We established the farm in 2011 and currently offer a 50-member vegetable CSA and raise small livestock. We practice natural growing techniques, using human-power and organic and mineral amendments. In 2015, I co-founded the Ecological Citizen's Project, also with my husband, a non-profit in Garrison, NY, which promotes citizen-led campaigns to build a more equitable, healthy, democratic, and regenerative way-of-life. Our primary programming revolves around training new, diverse farmers in regenerative agriculture techniques and then supporting them through a year-of-service at a local public food garden. I am also a public health professor, currently teaching courses in biostatistics, epidemiology, evaluation design, research methods, community engagement, and food sovereignty at William Paterson University and in the New York State prison system through Bard College's Prison Initiative. I supervise my students working in vegetable gardens in three correctional facilities and network with urban farms and other farming operations throughout New York State in order to connect formerly incarcerated individuals with the land upon release.

I value civic participation and the opportunity to help keep Putnam farming through my work on the Ag Board. Thank you for your consideration.

Sincerely,  
Jocelyn Apicello

enc: Jocelyn Apicello CV 2023

## Jocelyn L. Apicello

69 South Mountain Pass, Garrison, NY 10524  
Tel: (845) 424.6277 / Email: jocelyn.apicello@gmail.com

### EDUCATION

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#### **Mailman School of Public Health, Columbia University, New York, NY**

Dr.P.H., Sociomedical Sciences. Graduated February 2013.

Dissertation title: "Gentrification and healthy habitats in New York City: 1991 to 2008."

#### **Mailman School of Public Health, Columbia University, New York, NY**

M.P.H., Sociomedical Sciences, Health Promotion. Graduated October 2006.

#### **Brown University, Providence, RI**

B.S., Chemical Engineering. Graduated May 2000.

Spring 1999 semester at **Leeds University**, Leeds, England.

### TEACHING EXPERIENCE

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#### 09/12-present **Bard Prison Initiative, Bard College, Annandale-on-Hudson, NY**

*Adjunct professor, academic advisor & faculty advisor to the Urban Farming & Sustainability program*

- Design and instruct interactive undergraduate-level courses on biostatistics and research methods, with a focus on the intersection of public health practice, food justice issues, food culture and agriculture at New York State correctional facilities
- Provide academic and professional advisement to students enrolled in the BPI program
- Develop BPI's Urban Farming & Sustainability program, which includes structuring a fellowship program to engage BPI alumni/ae in work opportunities in the food, farming and sustainability fields upon student release

#### 01/14-present **Department of Public Health, William Paterson University, Wayne, NJ**

*Adjunct professor*

- Instruct interactive undergraduate-level course on food justice, environmental justice, environmental health and social determinants of health
- Administer a civic engagement project
- Advise and grade students' course performance

#### 09/11-12/15 **Community Health Education, Hunter School of Public Health, New York, NY**

*Adjunct instructor*

- Instructed interactive graduate-level course on program evaluation, research design, quantitative and qualitative research methods and community health assessments, focusing on urban health, health disparities and socioeconomic determinants of health
- Advised and grade students' course performance

#### 01/12-05/12 **Department of Sociomedical Sciences, Columbia University, New York, NY**

*Teaching assistant*

- Instructed graduate-level seminar and lab sessions on survey research methods, quantitative data collection techniques and quantitative data analysis
- Assisted course instructors with assessing students' course performance

#### 01/09-05/09 **Urban Public Health Program, Hunter College, New York, NY**

*Adjunct instructor*

- Developed and instructed interactive graduate-level course on urban health, health disparities, health promotion and socioeconomic determinants of health
- Advised and graded students' course performance

- 01/07-05/09 **Department of Sociomedical Sciences, Columbia University, New York, NY**  
*Teaching assistant*
- Developed and instructed graduate-level seminar and lab sessions on survey research methods, quantitative data collection techniques, and quantitative data analysis utilizing the Team-Based Learning (TBL) approach
  - Assisted graduate-level students with course material, use of SPSS and NVivo software, and development of mixed methods research projects
  - Assisted course instructors with grading assignments and assessing students' course performance
- 09/03-07/06 **Care for the Homeless, New York, NY**  
*Health Educator/Health Education Coordinator*
- Delivered classes on health promotion and disease prevention in homeless shelters, drop-in centers and soup kitchens across the five boroughs of New York City
  - Developed health education curriculum, particularly with respect to HIV/STI prevention, oral health care, mental health care and heart health care for adults experiencing homelessness
- 07/00-07/02 **Japan Exchange Teaching Program, Osaka, Japan**  
*English teacher*
- Created dynamic, original English language curriculum in two Japanese public high schools
  - Instructed first-year and third-year English courses for all high school students
  - Facilitated and participated in events to promote cultural exchange in the local community

## **AGRICULTURAL & FOOD EXPERIENCE**

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- 01/11-Present **Longhaul Farm, LLC, Garrison, NY**  
*Co-owner*
- Cultivate an organic fruit and vegetable farm that adheres to principles of ecological preservation, biodiversity, regenerative agriculture, natural growing practices and community development
  - Operate a community supported agriculture (CSA) program
  - Raise livestock, including chickens, turkeys and pigs
- 04/15-Present **Bard Prison Initiative, Bard College, Annandale-on-Hudson, NY**  
*Garden advisor*
- Supervise on-site gardening activities in correctional facilities, where students learn about organic practices and how to restore soil health, and are able to both nourish themselves and local food pantries through donations of produce
- 05/13-Present **The Cottage Supper Club at Longhaul Farm, Garrison, NY**  
*Co-owner*
- Host small community meals while practicing field-to-table, ecologically-conscious, multi-course, nutritious cooking

## **NON-PROFIT EXPERIENCE**

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- 01/15-Present **Ecological Citizen's Project, Garrison, NY**  
*Co-Founder, Program Director & Board Member*
- Engage with citizens on change campaigns that are committed to creating a more just, healthy, democratic and regenerative way-of-life
  - Facilitate community-wide convenings that address issues of social, racial, economic and environmental justice
  - Educate the public on regenerative agricultural practices, nutrition, soil health and climate change
  - Train new farmers and place them on land in the communities they come from to address issues of food sovereignty/security
  - Manage daily operations, human resource and fiscal responsibilities of the organization



- 09/03-07/06 **Care for the Homeless, New York, NY**  
*Health Education Coordinator*
- Coordinated health education, outreach, and HIV rapid testing services at over 20 homeless service sites in NYC
  - Supervised full-time health education and part-time managed care disenrollment staff
  - Secured funding for two New York City Ryan White Care Act Title I prevention programs: HIV rapid testing and HIV treatment adherence
  - Designed and evaluated multi-level health promotion interventions
  - Conducted HIV counseling, rapid testing, and referral services in homeless service sites
- 11/02-09/03 **Church Avenue Merchants Block Association, Inc., Brooklyn, NY**  
*Program Coordinator*
- Implemented a first-year Even Start family literacy program by collaborating with local public schools and community-based organizations
  - Developed targeted adult education and parenting programs for low-income families
  - Compiled an extensive evaluation report of program

## RESEARCH EXPERIENCE

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- 01/08-10/09 **Department of Sociomedical Sciences, Columbia University, New York, NY**  
*Project Director, Drug Abuse, Mental Illness, Homelessness, and HIV: Evaluating Models of Care (NIDA R21DA021122-01A2)*
- Oversee all aspects of program evaluation implementation
  - Supervise research staff
- 05/08-10/09 **Department of Sociomedical Sciences, Columbia University, New York, NY**  
*Project Director, Frequent Users Service Enhancement (FUSE) Program Evaluation (Funding provided by Corporation for Supportive Housing and JEHT Foundation)*
- Oversee all aspects of program evaluation implementation
  - Supervise research staff
- 09/06-12/07 **Columbia Center for Homelessness Prevention Studies, New York, NY**  
*Graduate Research Assistant (NIMH P30MH0171430-01A1)*
- Provided research and grant preparation support to the Center's principal and co-investigators
- 06/07-08/07 **Homelessness Resource Center, Boston, MA**  
*Consulting Researcher (SAMHSA Contract No. HHSS280200600029C)*
- Conducted an extensive literature review and consulted with experts in the field of homelessness prevention
  - Prepared a manuscript for publication
- 05/98-12/99 **Department of Chemical Engineering, Brown University, Providence, RI**  
*Research Assistant*
- Conducted laboratory research in state-of-the-art chemical engineering facility

## VOLUNTEER EXPERIENCE

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- 2019-present **Garrison Union Free School District, Board Trustee; DEI comm. chair; Planning comm. chair.**
- 2019-present **Putnam County Agriculture and Farmland Protection Board, Member, Chair (2023).**
- 2018-present **Garrison Union Free School PTA, Member and volunteer.**
- 2018-present **Philipstown Climate Smart Community Task Force, Volunteer.**

## GRANTS & HONORS

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- 2019 **Cold Spring Chamber of Commerce**, *Collaboration of the Year Award*, co-awarded with Jason Angell and Philipstown Communities that Care.
- 2018 **Hudson Highlands Land Trust**, *Timothy Osborn Roberts 2018 Young Friends Conservation Award*, co-awarded with Jason Angell for our work on the Philipstown Community Congress.
- 2010-2012 **Department of Housing and Urban Development**, *Doctoral Dissertation Research Grant* to complete my dissertation on housing and urban development issues.
- 2007&2008 **National AIDS Housing Coalition**, *NIH Researcher Scholarship* to attend the annual National Housing and HIV/AIDS Research Summit.
- 2005 **American Public Health Association Caucus on Homelessness**, *Student Paper Award* for evaluation of HIV prevention and testing program: "Evaluating the feasibility of HIV rapid testing and health education program in a homeless service site in New York City."
- 1998 **Undergraduate Teaching and Research Assistantship**, *Research Collaboration Award* from Brown University Department of Chemical Engineering.

## PUBLICATIONS & PRESENTATIONS

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- 2020 Angell, J. & Apicello, J. "Sink, store, reduce, offset: An innovative GHG inventory and its implications for achieving carbon neutrality."
- 2019 Apicello, J. & Angell, J. "2019 community vote results and report: Peekskill Community Congress." Report presented to Peekskill residents and the Peekskill City Council, Ecological Citizen's Project, NY.
- 2017 Apicello, J. & Angell, J. "2017 community vote results and report: Philipstown Community Congress." Report presented to the Philipstown Community Congress community, Ecological Citizen's Project, NY.
- 2013 Apicello, J. "Healthy habitats and gentrification in New York City (1990 to present)." Dissertation submitted in partial fulfillment for the doctorate degree program, Mailman School of Public Health, Columbia University, New York, NY.
- 2011 Apicello, J. "Healthy habitats and gentrification in New York City (1990 to present)." Poster presented at the annual meeting of the American Public Health Association, Washington, DC
- 2011 Apicello, J. "Healthy habitats and gentrification in New York City (1990 to present)." Poster presented at the annual meeting of the American Planning Association, Boston, MA.
- 2011 Apicello, J, McAllister, W, O'Flaherty, B. "Homeless prevention." *International Encyclopedia of Housing and Home*, Amsterdam: Elsevier.
- 2010 Aidala, A, Moon-Howard, J, Caban, M, Apicello, J, Stefani, P. "Models of care for HIV-positive adults with co-occurring conditions: Homelessness, substance abuse and mental illness." Presented at the annual meeting of the National Housing and HIV/AIDS Research Summit, Toronto, ON.
- 2009 Apicello, J. "A paradigm shift in housing and homeless services: Applying the population and high-risk framework to preventing homelessness." *The Open Health Services and Policy Journal*, 3, 41-52.
- 2009 McAllister, W, Aidala, A, Apicello, J, Yomogida, M, Bozack, A. "FUSE New York City: Multiple and varied housing histories of a re-entry population." Presented at the annual meeting of the American Public Health Association, Philadelphia, PA.

- 2009 Aidala, A, Moon-Howard, J, Caban, M, Apicello, J, Kuang, L. "Models of care for HIV positive adults with co-occurring conditions: Homelessness, substance abuse and mental illness." Presented at the annual meeting of the American Public Health Association, Philadelphia, PA.
- 2008 Aidala, A, Siegler, A, Apicello, J, Pantin, M, West, B, Harris, K. "Housing is HIV prevention and health care: Research literature update." Presented at the annual meeting of the National Housing and HIV/AIDS Research Summit, Baltimore, MD.
- 2006 Apicello J. "HIV rapid testing services with individuals experiencing homelessness." Presented at the annual conference of the National Health Care for the Homeless Council, Portland, OR.
- 2005 Apicello J, Moore S, Watts B. "HIV prevention and testing: Using health education strategies and HIV rapid testing with individuals experiencing homelessness." Presented at the annual meeting of the American Public Health Association, Philadelphia, PA.
- 2005 Apicello J, Torres D. "Implementing partner counseling and referral services with individuals experiencing homelessness." Presented at the annual conference of the National Health Care for the Homeless Council, Washington, DC.
- 2005 Aidala A, Caban M, Apicello J. "Predictors of HIV testing and retention in care among Care for the Homeless clients." A report to Care for the Homeless, NYC.
- 2003 Calo, JM, Hu X, Logan T, Choi D, Apicello J. "Coal cleaning via liquid-fluidized bed classification (LFBC) with selective particle modification." *Journal of Separation Science*, 26, 1429-1435.

## **LANGUAGES**

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English (native); Spanish (advanced); Japanese (moderate)

## LETTER OF INTENT

To: Putnam County Physical Services Committee

From: David G. Vickery

Date: June 19,2023

Dear Physical Services Committee,

I would like to request consideration for re-appointment to the Putnam County Agriculture and Farmland Protection Board (AFPB) for a term staggered as the Legislature deems reasonable. My experience and interest in the agricultural landscape includes managing and co-owning Horseman's Trail Farm in Cold Spring NY for the last 22 years and 40 years in the contracting trades including agricultural buildings.

I value civic participation and look forward to the opportunity to help keep Putnam farming.

Thank you for your consideration.

Sincerely,

David G Vickery  
3 Horsemans Trail  
Cold Spring, NY 10516

**David Vickery  
3 Horsemens Trail  
Cold Spring, NY 10516**

Objective: Applying for reappointment to the Putnam County Agriculture and Farmland Protection Board.

**Qualifying Experience**

- Farm Manager, Horsemen Trail Farm 2001 - Present
  - Manage all farm operations.
  - Raise livestock such as sheep, goats, laying hens, broiler chickens, turkeys, rabbits, donkeys, llamas, and pigs.
  - Maintain pasture fencing.
  - Build in-mount maintenance of agricultural and animal buildings.
  - Grow barley grass feed.
  - Manage slaughter process and sale of animal products.

**Additional Experience**

- Owner, Dave Vickery Insulation 1980 - Present
  - Manage all operations including but not limited to: personnel, purchasing, sales, etc.

**Brian Bergen**  
53 Bell Hollow Road, Putnam Valley, NY 10579  
h 845 526-1931, c 845 787-6907, bbergen67@yahoo.com

**Education:**

**Horticultural Certificate in Sustainable Garden Design** from the New York Botanical Garden in 2018.

**Master of Arts** in Religion from Union Theological Seminary in 1992.

**Bachelor of Arts** in Anthropology/Sociology from Vassar College in 1989.

**Experience:**

**Board member**, Putnam County Agricultural and Farmland Protection Board, 2016 to present.

**Ecological Landscape Manager**, The Garrison, January 2022 to present.

**Landscape Manager**, PCW Management Center (Chris Buck and Dr. Schwarz), February 2020 to December 2021.

Responsible for all aspects of estate management: lawns, gardens, formal beds, containers, shrubs, trees, managing invasive species, and new installations. Managed seasonal crew and contractors.

**Horticulturalist**, Iroki Garden, April 2019 to July 2019. Propagated vegetable and annual starts, managed a greenhouse and a shade house, and planted, weeded and pruned in formal beds and woodland plantings.

**Landscape Manager**, Glynwood, 2015 to 2016. Oversaw activities related to formal beds and perennial plantings, invasive species eradication, silvopasture, wetland management, pasture restoration, lawns, trees, and shrubs. Collaborated with the livestock, vegetable, culinary, and site use departments on daily issues and long-term projects.

**Farm and Estate Assistant**, Glynwood, 2013 to 2015. Worked as part of the Livestock Crew with all animals. Managed landscape projects, materials, and compost. Extensive skid steer, front-loader, truck and tractor experience.

**Farmer**, The Garrison, 2007 to 2013. Designed, built, and operated Garrison Farm, including: raised beds, terraced garden, greenhouse, cold frame, and livestock pastures. Responsible for soil fertility, propagation, cultivation, harvesting, composting and livestock. Planted over two acres of native grass and wildflower meadows in out-of-play areas of The Garrisons' golf course.

**Organic Gardener**, Garrison Institute, 2006 growing season. Planned, planted and maintained an herb and vegetable garden that combined formal design elements with a productive resource for the kitchen.

**Owner/Operator**, Bell Hollow Farm and Forest, Putnam Valley, 2005 and 2006 growing seasons. Working with local landowners, I grew vegetables for farm stand and local restaurant distribution, with a focus on heirloom tomatoes and sweet corn.

**Assistant Grower**, Common Ground Farm CSA, Beacon NY. Spring 2004. Assisted with all aspects of propagation, cultivation, harvest and distribution of vegetables and herbs for the CSA.

**Event Coordinator**, Manitoga/the Russel Wright Design Center, June 2004 - June 2005. Organized the annual brunch/auction fundraiser and did numerous special projects, including rewriting the docent handbook and tour script.

**Assistant Nursery Manager**, Sussex County Botanical Garden, Lafayette, NJ, April - July 2003. Maintained the stock of a retail nursery, managed crews and assisted in landscape installations.

**Managing Director of Content Production**, VastVideo, Inc. Astoria, Queens, February 2000 - May 2002. Director and founding member of 10-person department responsible for producing over 14,000 web-ready video clips.

**Post Producer**, MTV's FANatic, June 1998 - April 1999. Responsible for editorial and creative decisions regarding content, pacing, coverage, B-roll, bed music, film clips, music videos, color correction and audio sweetening.

**Graduate Teaching Fellow**, John Jay College of Criminal Justice, September 1995 – May 1997. As a Doctoral candidate in Sociology at the CUNY Graduate center, I taught two "Introduction to Sociology" courses each semester for two academic years.

# Ervin Raboy

Brewster, NY 11510

Phone Number: (845) 330-1101 (Cell)

## Objective

To glean knowledge while accomplishing the task at hand.

A registered nurse, A farmer, A business owner, A dad

## Education

- **2021-Current**      **Western Governors University**      Salt Lake City, UT      B.S.N. Nursing – Finishing 2/2023
- **2018-2020**      **Westchester Community College**      Valhalla, NY      A.A.S. Nursing
- **1999-2003**      **Rensselaer Polytechnic Institute**      Troy, NY      B.S. Bioinformatics & Molecular Biology

## Work Experience

- **2022-current**      **Registered Nurse**      **Carmel, NY**
  - Nuvance Health – Putnam Hospital Center: Emergency Department  
620 Stoneleigh Ave
- **2021-2022**      **Registered Nurse**      **Danbury, CT**
  - Nuvance Health – Danbury Hospital: Cardiac/Telemetry  
24 Hospital Ave
- **2021**      **Community Health Center**      **Danbury, CT**
  - Covid-19 Vaccinator - Administered IM injections
- **2021**      **Patient Care Technician**      **White Plains, NY**
  - Montefiore - White Plains Hospital: Step Down/PCU  
41 E. Post Rd
- **2019-2020**      **Patient Care Technician**      **Danbury, CT**
  - Nuvance Health – Danbury Hospital: Telemetry  
24 Hospital Ave
- **2009-2016**      **Emergency Medical Technician- BLS**      **Brewster, NY**
  - Brewster Fire Department - 501 North Main Street
- **2003-current**      **Farmer**      **Brewster, NY**
  - Pleasant View Farm - 4 West Wind Lane  
Manager – 2022, Supervisor 2023-present
  - Pleasant View Harvest – 4 West Wind Lane  
Owner
  - Pleasant View Mushrooms – 4 West Wind Lane  
Owner

## Certifications & Licensures

- **2021-2024**      **Registered Nurse**      **Licensed NY (810253) and CT (178567)**
- **2020-2022**      **AHA BLS Provider**      **205417497203**
- **2021-2023**      **AHA ACLS Provider**      **215409212878**
- **2021-2023**      **AHA PALS Provider**      **215429212857**

## Professional Memberships

- **2005-2022**      **Brewster Fire Department**      **Retired EMT, Associate Member**
- **2010-2019**      **Putnam County Soil and Water Board**      **Appointed by County Legislature**
- **2008-2019**      **Putnam County Farmland and Protection Board**      **Appointed by County Legislature**
- **2007-2016**      **Dutchess Putnam Westchester Farm Bureau**      **Board of Directors**

## Skills

- **MS Office, C++, HTML, Kronos, ADP, Cerner, EPIC, Networks**
- **Communication and Training**
- **Management, Scheduling, Payroll**
- **Patient Care and Customer Satisfaction**
- **Time Management, Stamina and Endurance**
- **Safety and Liability**

## LETTER OF INTENT

To: Putnam County Physical Services Committee

From: Nicole Scott

Date: June 21, 2023

Dear Physical Services Committee,

I would like to request consideration for appointment to the Putnam County Agriculture and Farmland Protection Board for a term staggered as the Legislature deems reasonable. My experience and interest in the agricultural landscape started while studying Animal Science at Cornell University and has continued as I have worked on different livestock operations across New York and New Zealand. For the past four years, I have been the lead farmer of the livestock operation at the Glynwood Center for Regional Food & Farming. While at Glynwood, I have been able to experience the beauty of working in agriculture in Putnam County and I am passionate about sharing this work with others.

I value civic participation and look forward to the opportunity to help keep Putnam farming.

Thank you for your consideration.

Sincerely,

Nicole Scott



# NICOLE SCOTT

PO Box 157  
Cold Spring, New York 10516  
301-325-7323  
nscott@glynwood.org

## SUMMARY

Enthusiastic, young farmer with diverse experience within a variety of agricultural systems. Passionate about supporting local markets and providing food and economic security through land-based livelihoods.

## EDUCATION

**Cornell University, College of Agriculture and Life Sciences, Ithaca, NY**  
Bachelor of Science in Animal Science, January 2017

## EXPERIENCE

### **Associate Director, Livestock Operation**

January 2019 – Present

Glynwood, Cold Spring, NY

- Managing all aspects of herd health and nutrition on a 225-acre Animal Welfare Approved livestock operation
- Providing training and mentorship for 2 apprentices per year through in-field instruction and curriculum modules covering all aspects of managing a successful farm business
- Responsible for developing and managing production plans, grazing plans, and enterprise budgets for 6 livestock enterprises
- Co-managing a budget of \$475,000 and a team of 11 employees

### **Farmworker**

February 2018 – December 2018

Nick's Head Station, Gisborne, East Coast, New Zealand

Rees Valley Station, Glenorchy, Otago, New Zealand

Cathedral Peaks Station, Manapouri, Southland, New Zealand

- Worked on various sheep, beef, and deer stations throughout the North and South Islands of New Zealand. Properties ranged from 1,000-hectare lowland to 18,000-hectare high country stations
- Assisted shepherds and owner-operators with stock work such as drafting, drenching, dipping, crutching ewes and lambs, setting up and moving break fences, shifting mobs between paddocks, mustering, weighing and sorting stock, and monitoring stock condition along with overall animal health. Learned from general hands how to maintain fences and farm infrastructure
- Helped gardeners and landscapers with plantings of native species, pruning, hauling brush, raking and weeding

### **Livestock Apprentice**

February 2017 – December 2017

Glynwood, Cold Spring, NY

- Apprenticed on a diversified Animal Welfare Approved livestock operation
- Helped raise cattle, goats, sheep, hogs and poultry in a rotational pasture management system
- Cared for animals through lambing, kidding, farrowing, and calving
- Learned how to process chickens and turkeys on-farm
- Helped to install and maintain irrigation lines and permanent fencing
- Became skilled at operating a tractor with a rotary cutter and manure spreader
- Developed and maintained grazing plans and records

**Farmworker***July 2016 – December 2016**Van Noble Farm, Enfield, NY*

Helped to farrow and finish black Mulefoot hogs in a pasture-based system using non-GMO grains. Cared for pigs 5 days a week: fed, watered, and sorted pigs for market. Learned basic carpentry skills, became comfortable using various power tools and heavy equipment, and helped build a 40x30 pole-barn. Became skilled at operating a skid steer.

**Program Coordinator***June 2016 – September 2016**The Groundswell Center for Local Food and Farming, Ithaca, NY*

Worked with Director and course leaders to determine schedules and locations of programs. Facilitated CRAFT and Homesteading Network Tours and provided staff continuity in programs, supported hosts, and helped build relationships with attendees. Coordinated financial transactions for Groundswell's programs including invoices, expenditure forms, program revenues and expenses. Assisted with planning and organizing Groundswell's community events and fundraiser.

**Undergraduate Student Lab Assistant***May 2014 – December 2014**Cornell University Horticulture Department, Drinkwater Lab, Ithaca, New York*

Collected soil and crop samples for analysis. Gained experience using on-farm research methods and maintaining experimental plots. Developed collaborative and improved research skills through multiple projects focused on studying soil nutrient cycling processes in agroecosystems and investigating mechanisms within the plant-soil-microbial continuum that control ecosystem processes.

**Farm Intern***April 2013 – August 2013**Rockland Farm Alliance, Cropsey Community Farm, New City, New York*

Became highly skilled in practical farm operations while working on a farm that expands local food production in a densely populated suburban area. Grew vegetables, herbs, microgreens, and flowers for a 250-person CSA, local farmer markets, and restaurants. Developed skills including crop production, irrigation, composting, harvesting, biodynamic farming practices, and organic pest management. Managed and improved sales at farmer's market. Supervised team that prepared weekly CSA share pickup. Organized cultivation timeline for upcoming season and assisted in construction of a hoop house.

**SKILLS**

**Software:** Highly proficient in Microsoft Suite (advanced Excel), learning QGIS

**Communication:** Learning Spanish

**Machinery:** Can operate and maintain large farm tractors and implements, skid steers, mowers, chainsaws, weed and hedge trimmers

**Other:** Valid US driver's license; proficient in driving manual transmission vehicles, ATVs and UTVs; can tow gooseneck and rear hitch stock trailers; safe use of hand and power tools

## LETTER OF INTENT

To: Putnam County Physical Services Committee

From: Christine A. Nastasi

Date: Wednesday, June 21, 2023

Dear Physical Services Committee,

I would like to request consideration for appointment to the Putnam County Agriculture and Farmland Protection Board for a term staggered as the Legislature deems reasonable. My experience and interest in the agricultural landscape includes owner/manager/trainer of Tall Oaks, a horse breeding and training facility for over 30 years. Additionally, I raise and breed various species of poultry and gamebirds. I have a Bachelor of Science in Biology. I am a longtime Club Leader for the Putnam County 4-H.

I value civic participation and look forward to the opportunity to help keep Putnam farming.

Thank you for your consideration.

Sincerely,

Christine A. Nastasi



## Christine A. Nastasi

Owner/Manager/Head Trainer for Tall Oaks

Tall Oaks is a multi-species farm specializing in horses. It is primarily concerned with the breeding, training and sale of horses and horseback riding instruction.

Poultry and gamebirds are also bred and raised, as well as goats.

I belong to various Professions Equine Associations and have held office in said associations.

I am a 4-H Club Leader for over 10 years  
and host various Youth oriented **On The Farm** programs throughout the year.

Bachelor of Science in Biology from LIU/C. W. Post 1990

Non-farm related activities include:

Brand Manager for Marvel Entertainment Trading Card Division

Professional Sports Photographer

Goaltender coach for youth girls' ice hockey

187 Prospect Hill Road  
Brewster, NY 10509  
845-588-5333  
TallOaksNY@gmail.com

MICHAEL J. LEWIS  
Commissioner Of Finance



SHEILA BARRETT  
Deputy Commissioner Of Finance

cc-all  
phys. 7-18  
A+A

APPROVED  
Reso  
#7

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Commissioner of Finance  
RE: Budgetary Amendment - 23A045  
DATE: July 13, 2023

2023 JUL 13 PM 2:41  
LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

At the request of the Administrative Director of the Putnam County Department of Public Works (DPW), the following budgetary amendment is necessary.

General Fund:

Increase Appropriations:

10990100 59020 52309      Transfer Out - Capital      \$ 1,000,000

Increase Estimated Revenues:

10131000 424011      Interest and Earnings      \$ 1,000,000

Capital Fund:

Increase Appropriations:

55197000 53000 52309      State of Emergency Damage 7.9.23      \$ 1,000,000

Increase Estimated Revenues:

55197000 428601 52309      Transfer In - General      \$ 1,000,000

Fiscal Impact - 2023 - \$ 0  
Fiscal Impact - 2024 - \$ 0

As stated in the attached memorandum, the above funding of \$1,000,000 is deemed necessary to respond to the recent storm events and associated flood damage throughout the Hudson Valley that began on Sunday, July 9, 2023. Such conditions have threatened the public safety of the citizens of Putnam County. DPW has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic. Engineers (internal and external), the Bureau of Emergency Services, and other county departments have been working collaboratively by conducting a full damage assessment. DPW will be able to report to the committee once they have a more accurate and comprehensive report. It is anticipated however, that additional funding will be necessary.

Please forward to the appropriate committee.

Approved

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Kevin M. Byrne -County Executive

Joseph Bellucci  
Acting Deputy  
Commissioner



Thomas Feighery  
Administrative Director

TO: Paul Jonke, Chair of Putnam County Legislature  
FROM: Thomas Feighery, Administrative Director, PCDPW  
DATE: July 13, 2023  
RE: Storm Events/Budget

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Dear Chairman Jonke,

Due to the recent storm events and the associated flood damage throughout the Hudson Valley, The Putnam County DPW has implemented emergency measures to repair and reopen various County Roads to ensure the safety of vehicular traffic. In order to expedite these measures, DPW Administration authorized certain local contractors to assist in these endeavors. To cover the initial costs associated with said work, The Putnam County DPW, Finance and Purchasing Departments are requesting an initial allocation of \$1,000,000. Putnam County DPW has also assigned Engineers (internal and external) to conduct a full damage assessment, which is ongoing at this point. Once this assessment is complete, we will have a more comprehensive and accurate damage report along with the costs associated with the entirety of the required repair work. We anticipate the overall amount to exceed the original allocation and will request a Budgetary Amendment as such.

cc: All Putnam County Legislators  
John Tully, Purchasing Director  
Mike Lewis, Commissioner of Finance

MICHAEL J. LEWIS  
Interim Commissioner Of Finance



SHEILA BARRETT  
Deputy Commissioner Of Finance

cc: all  
Phys - July 18<sup>th</sup>  
A+A  
APPROVAL  
Reso  
#8

DEPARTMENT OF FINANCE

MEMORANDUM

TO: Diane Schonfeld, Legislative Clerk  
FROM: Michael J. Lewis, Interim Commissioner of Finance  
DATE: June 15, 2023  
RE: Budgetary Transfer - 23T153

LEGISLATURE  
PUTNAM COUNTY  
CARMEL, NY

2023 JUN 20 AM 9:57

At the request of the acting Commissioner of Highways & Facilities, the following budgetary transfer is required.

CAPITAL FUND:

Decrease Estimated Appropriations:

55197000 531901 51509	CP1901 Computer Upgrade - Highway	\$ 353.17
55197000 531902 51509	CP1902 Jail Lighting - Sheriff	\$ 115.00
55197000 531908 51509	CP1908 Demolish the Blue House	\$ 5,715.39
55197000 532101 51509	CP2101 Generators 121 Main	\$20,048.11
55197000 532102 51509	CP2102 Door Repl Sheriff, Jail	\$ 5,332.00
55197000 532104 51509	CP2104 Storm Debris	\$10,995.00
		<u>\$42,558.67</u>

Increase Estimated Appropriations:

55197000 53000 51509	County Facility Renovations	\$42,558.67
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Fiscal Impact - 2023 - \$0  
Fiscal Impact - 2024 - \$0

This resolution is required to close out various CP projects and transfer to the Capital Projects reserve to fund future projects.

Please forward to the appropriate committee.

Approved: \_\_\_\_\_  
Kevin M. Byrne, County Executive

23T153



Joseph Bellucci  
Acting Deputy  
Commissioner



Thomas Feighery  
Administrative Director

DEPARTMENT OF  
HIGHWAYS & FACILITIES

842 Fair Street  
Carmel, New York 10512  
Phone: 845-878-6331 Fax: 845-808-1908

TO: Michael Lewis, Commissioner of Finance  
CC: Michele Alfano-Sharkey, County Auditor; John Tully, Director of Purchasing  
Alexis Hawley, Assistant Supervisor of Planning & Design

FROM: Joseph Bellucci, Acting Deputy Commissioner

DATE: June 12, 2023

We would like to request the following individual CP projects to be closed. We understand these funds will be returned to account number 55197000.53000.51509.

55197000.531901.51509	CP1901 COMPUTER UPGRADE - HIGH	\$958.17
55197000.531902.51509	CP1902 JAIL LIGHTING - SHERIFF	\$115.00
55197000.531908.51509	CP1908 DEMOLISH THE BLUE HOUSE	\$3,715.39
55197000.532101.51509	CP2101 GENERATORS 121 MAIN, VT	\$20,048.11
55197000.532102.51509	CP2102 DOOR REPL SHERIFF JAIL	\$5,832.00
55197000.532104.51509	CP2104 STORM DEBRIS	\$10,995.00
		\$42,558.67

Thank you.