Sprout Creek Farm
Request for Proposal

BACKGROUND AND INFORMATION
For several decades, Sprout Creek Farm has served as a treasured agricultural institution in Dutchess County. Officially incorporated in 2010 as an 501c(3), independent, non-profit entity, the property at Sprout Creek Farm includes a 200 acre farm, commercial kitchen and meeting space, dairy barn, sleeping cabins, creamery, and other ancillary spaces.

To preserve this regional asset, the Board of Directors of Sprout Creek Farm, Inc. is seeking a third-party individual or organization to take control of the Farm and continue its legacy of educational and agricultural programming in the Hudson Valley. For profit and not for profit entities are encouraged to respond to the Request for Proposal.

With a mission to educate people to understand and appreciate our connection to the earth and our responsibility for its care, Sprout Creek Farm operations has previously included a working farm, creamery, educational center, and retail market. Educational offerings have historically included single day educational programs offered throughout the year, and weekend and overnight camp programs offered in the spring through early fall.

To fulfill its educational mission, the Farm has benefitted from partnerships with educational institutions including local schools such as Poughkeepsie Day School and Noxon Elementary, non-profit organizations including the Girl Scouts, and national affiliates such as schools within the Society of Sacred Heart Network.

PROPERTY DESCRIPTION
The 200 acre Sprout Creek Farm is located on Lauer Road in Poughkeepsie, NY, approximately 90 minutes north of New York City. The property consists of eight structures, including a commercial kitchen, barns, sleeping cabins, and a newly renovated creamery.

Sprout Creek Farm has recently benefitted from several enhancements and improvements. For example, in the past three years, over $1 million has been invested in the property to build a state of the art creamery and an improved retail marketplace. Numerous safety upgrades have also been implemented to the various farm buildings and structures for enhanced use.

In addition, the most recent real property appraisal report by McGrath & Company, dated 11/20/2017 states the market value of the property as $1,900,000. Specifically, the appraisal describes two distinct sections of the property that are similar in size. Of note, the appraisal describes one of the two parcels as having potential for future commercial development because it allows for buildings and structures for varied uses. A copy of the appraisal report may be made available upon request.

Sprout Creek Farm is subject to agricultural conservation easements restricting non-agricultural development of the property. Easement documents attached.

Proposers are encouraged to visit the site and may contact Justin Butwell at info@sproutcreekfarm.org to arrange a tour of the facilities.
SELECTION PROCESS
Selection of an individual or organization will include an analysis of the following:

- Demonstrated agricultural experience
- Capacity to operate farm-based educational programs or hire staff to do so.
- Capacity to operate or repurpose the existing dairy farm and creamery.
- Vision for the farm is: a) well-suited to the size, soils, configuration, and infrastructure of the farm; b) well-suited to the agricultural structure of the local community; and c) likely to result in a viable, long-term farm operation on the property.
- Degree to which the proposed farm operation will complement or support other farm operations, including its educational mission.

No preference will be given to For Profit or Not for Profit entities, and both are encouraged to submit a response to this Request for Proposal.

PROPOSAL SUBMISSION REQUIREMENTS

- Operational Approach. Provide a narrative outlining your approach to the future operation of Sprout Creek Farm.
- Organization experience. Describe any training and experience within your organization that demonstrates your ability to successfully operate the farming and educational aspects of Sprout Creek Farm.
- Team Experience. Provide resumes and references for key personnel, especially, but not limited to those who would directly manage Sprout Creek Farm.
- Staffing. Include a staffing plan and organizational chart that you would propose for Sprout Creek Farm.
- Evidence of appropriate financial stability. Please submit your most recent audited financial statement.
- Purchase or Lease Requirements
  - If a submitted proposal includes the purchase or subdivision of the farm’s real estate assets, it must include clear maps of the proposal, with the associated purchase price offers and any related contingencies.
    - If a submitted proposal includes the leasing of the farm’s real estate assets, it must include clear maps of the proposal, with the associated lease terms and conditions

SUBMISSION INFORMATION

Individuals /Companies / Institutions must respond to this RFP by 5:00 p.m. Wednesday, December 16th. In addition to a cover letter signed by an authorized representative, the proposal must include the following:

- All items listed in the proposal submission requirements paragraph above.
- Individual/corporate information including a federal tax ID number and names of principal owners.
- Certificate of non-collusion or equivalent
- Responder’s proposed agreement with general terms and conditions if applicable.
CONDITIONS
Sprout Creek Farm reserves the right to reject any and all proposals received in response to this RFP, terminate negotiations with a selected respondent and select the next most responsive respondent, or take any other actions regarding the selection of an individual or organization, if it is in the best interests of Sprout Creek Farm to do so.

GENERAL TERMS
- All responses to this RFP are the sole property of Sprout Creek Farm. Organizations are encouraged not to include in their proposals any information that is proprietary.
- Proposals will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- Sprout Creek Farm may amend or cancel this RFP prior to or after the due date, if deemed necessary, appropriate or otherwise in the best interest of the Sprout Creek Farm.
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Comment: AMENDED EASEMENT #02 2017 1584

Date: 3/3/2017

Related Index Numbers:
0220171584
Dutchess County Clerk Recording Page

Record & Return To:

DUTCHESS LAND CONSERVANCY INC
PO BOX 138
MILLBROOK, NY 12545

Date Recorded: 3/2/2017
Time Recorded: 3:13 PM
Document #: 02 2017 1584

Received From: RIVER CITY ABSTRACT

Grantor: SPROUT CREEK FARM INC
Grantee: DUTCHESS LAND CONSERVANCY INC

Recorded In: Deed
Instrument Type: AMEND

Tax District: La Grange

Examined and Charged As Follows:

Recording Charge: $90.00
Transfer Tax Amount: $0.00
Includes Mansion Tax: $0.00
Transfer Tax Number: 4959
Red Hook Transfer Tax: 

Number of Pages: 9

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

County Clerk By: cca
Receipt #: 7025
Batch Record: 44

Bradford Kendall
County Clerk
CONSERVATION EASEMENT AMENDMENT

This CONSERVATION EASEMENT is entered into this 26th day of February, 2017, between SPROUT CREEK FARM, INC., with an address of 34 Lauer Road, Poughkeepsie, New York 12603, as Grantor (the "Landowner"), and DUTCHESS LAND CONSERVANCY, INC., a New York not-for-profit corporation with an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy").

Recitals

WHEREAS, the Landowner is the sole owner in fee of real property (the "Property"), more fully described in Revised Exhibit A attached hereto and incorporated by reference.

WHEREAS, the Property consists of approximately 105 acres, improved with one principal residence, one cottage, one trailer, two cabins, three bunk houses, one educational building with two staff apartments, one barn with a silo, one goat barn, one goat shed, one small barn, five sheds, two run-in sheds, two duck/chicken coops, two hoophouses, one outhouse, and one dairy barn with a classroom and farm market on Lauer Road in the Town of LaGrange, Dutchess County, New York.

WHEREAS, the Property is subject to a Conservation Easement (the "Original Easement") granted to the Conservancy by John B. Kinkel, Robert T.H. Davidson, and United States Trust Company of New York, as co-executors of the Estate of Elise Kinkel on February 16, 1990 and recorded in the office of the Dutchess County Clerk on February 27, 1990 at Liber 1859, Page 246.

WHEREAS, John B. Kinkel, Robert T.H. Davidson, and United States Trust Company of New York, as co-executors of the Estate of Elise Kinkel, conveyed the Property to the Religious of the Sacred Heart New York Province by deed dated February 20, 1990 and recorded in the office of the Dutchess County Clerk on February 27, 1990 at Liber 1859, Page 239.

WHEREAS, the Religious of the Sacred Heart New York Province conveyed the Property to Sprout Creek Farm, Inc. by deed dated August 25, 2011, recorded in the office of the Dutchess County Clerk on October 3, 2011 at Document Number 02-2011-4552. (This deed also includes other lands not protected by the Original Easement, but protected by another conservation easement granted to the Conservancy in 2006.)

WHEREAS, the Religious of the Sacred Heart New York Province also recorded a corrective deed to correct the legal description of the Property, dated December 9, 2015 and recorded in the Dutchess County Clerk's office on December 16, 2015 at Document Number 02-2015-8346.

WHEREAS, the Original Easement divided the Property into two specified areas, Area A and Area B, with stipulations as to the future use of each area. Area A was intended to be primarily for agricultural and educational use as an educational farm. Area B was intended to be available for limited development under specified conditions to ensure conservation of open space.
resources. The Original Easement explicitly provided that portions of Area A could be redesignated as Area B and vice versa.

WHEREAS, Landowner wishes to amend the Original Easement by modifying the location and boundaries of Areas A and B. This modification will allow more flexible use of a 1.84-acre portion of Area A by redesignating it as Area B1, and will also conserve more farmland on an additional 8 acres currently located in Area B, by redesignating it as part of Area A. These redesignations are shown on "Revised Exhibit B" attached hereto and made a part hereof. Revised Exhibit B is intended to supersede the Exhibit B attached to the Original Easement.

WHEREAS, the Conservancy’s Board of Directors approved this amendment and determined that it complies with the Conservancy’s Conservation Easement Amendment policy, is consistent with the conservation purposes of the Original Easement, confers no private benefit on Landowner, is consistent with the purposes of Section 170(h) of the Internal Revenue Code and applicable IRS regulations, and provides a net conservation benefit to the Conservancy.

WHEREAS, this Conservation Easement Amendment is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 et seq., of the Code of Federal Regulations, as amended.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code.

WHEREAS, the Landowner and the Conservancy intend that this Conservation Easement Amendment shall not otherwise modify the provisions of the Original Easement except as expressly provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to the following modifications to the Original Easement:

1. Paragraph 1 on page 2 of the Original Easement is hereby amended to read as follows:

"WHEREAS, the Property is shown on the map attached hereto as "Revised Exhibit B: Conservation Easement Amendment Map, and incorporated by reference."

2. Exhibit A attached to the Original Easement, is hereby deleted and replaced by "Revised Exhibit A: Property Description," attached hereto and made a part hereof.

3. Exhibit B: Conservation Easement Map, attached to the Original Easement, is hereby amended and superseded by "Revised Exhibit B: Conservation Easement Amendment Map," attached hereto and made a part hereof.

4. Paragraph 3.2 (c) of the Original Easement is hereby amended to read as follows:

"(c) In addition to the restrictions set forth in paragraph 3.2(a), development in Easement Area B shall be restricted to the extent that impervious surface area (e.g. paved roadways, driveways, sidewalks, foundations, and buildings) shall be limited to an aggregate total of 90,000 square feet. Area B1 shall be permitted a maximum impervious surface area of 85,000 square feet and Area B2 shall be permitted a maximum impervious surface area of 5,000 square feet, inclusive of all existing impervious surfaces at the time that this Conservation Easement Amendment is granted. In the event that any portion of Easement Area B1 is subdivided and sold as a separate building lot or lots, the owner-seller of the undivided portion of Easement Area B1 may, in its sole discretion, allocate a portion of the 85,000 square feet of impervious surface area permitted hereunder to the subdivided lot or lots. After such allocation is made with respect to any subdivided lot, that allocation may not be reduced without the consent of the current owner of that lot. Any such allocation may be increased by the Owner of the undivided portion of Easement Area B1 as such Owner, in its sole discretion, may deem appropriate."

Ratification of Original Easement. In all other respects not explicitly described above, the parties hereto ratify and confirm the Original Easement. This Conservation Easement Amendment shall be recorded in the office of the County Clerk of Dutchess County in the same manner as a deed.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNER

SPROUT CREEK FARM, INC.

By /s/ Paul G. Callery

Paul G. Callery
Secretary, Bd. of Directors, Sprout Creek Farm, Inc.

DUTCHESS LAND CONSERVANCY, INC.

By /s/ Rebecca E. C. Thornton

Rebecca E. C. Thornton
President
STATE OF NEW YORK

SS.

DUTCHESS COUNTY

On the 24th day of February, in the year 2017 before me, the undersigned, personally appeared Paul C. Callagy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

ROSAARIA BARRONE
Notary Public of New York State
Residing in Dutchess County
# 018A/003418
Commission Expires June 2, 2019

STATE OF NEW YORK

SS.

DUTCHESS COUNTY

On the 8th day of February, in the year 2017 before me, the undersigned, personally appeared Rebecca E. C. Thorsell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

KAREN M. KARP
Notary Public, State of New York
No. 260A2588144
Qualified in Dutchess County
Commission Expires 11/30/2019
REVISED EXHIBIT A

Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of LaGrange, Dutchess County, New York, designated as Lots No. 1 and 2 as shown on a map entitled "Subdivision Plat Prepared for Sprout Creek Farm, Inc." prepared by Brian Franks, L.S. and filed at the Dutchess County Clerk's Office on February 2, 2017, as Filed Map No. 12559, more particularly described as follows:

Lot No. 1
BEGINNING at an iron rod set in the easterly road line of Lauer Road, said iron rod marking the southwest corner of the herein described parcel; thence northeasterly along said road line N 12° 03' W 239.15 feet to an iron rod set; thence leaving said road line and along Lot No. 2 as shown on a map entitled "Subdivision Plat Prepared For Sprout Creek Farm, Inc." and filed at the Dutchess County Clerk's Office on February 2, 2017 as Filed Map No. 12559, N 62° 36' E 55.60 feet to an iron rod set, N 75° 09' E 240.00 feet, S 73° 23' E 321.15 feet to an iron pipe set and S 89° 28' 41" W 272.70 feet to the point or place of beginning, CONTAINING: 1.84 acres of land.

Lot No. 2
BEGINNING at a stone wall corner on the north side of Lauer Road, said point marking the northeast corner of the herein described parcel and the southeast corner of David L. Dean as described in Liber 1443 of Deeds at Page 644; thence crossing said Lauer Road southerly, S 10° 47' 00" E 40.43 feet to a wood fence post bound at the northerly end of an old stone wall; thence along the road face an old stone wall along the southerly side of said Lauer Road, S 48° 36' 14" W 104.15 feet to a point marking the northeast corner of lands of Todd Kara as described in Document 2 2064 at Page 1297; thence continuing along said face of stone wall and along the south side of Lauer Road, S 48° 37' 31" W 84.34 feet to end of said road face of stone wall; thence on lines of no physical bounds along the southerly side of Lauer Road in part and along the lands of Kara in part, S 54° 51' 03" W 127.16 feet, S 59° 40' 10" W 84.25 feet, S 29° 01' 54" E 188.24 feet, N 68° 33' 17" E 209.55 feet, and N 17° 03' 12" W 212.81 feet to a point in the southerly side of Lauer Road marked by the road face of stone wall; thence northeasterly along the same, N 46° 36' 14" E 104.15 feet to said fence post; thence along the lands of Noe Velovic and Fiske Velovic as described in Liber 1994 of Deeds at Page 332 in part and along the lands of Covered Bridge Farm, Inc. as described in Doc. 2 2013, Page 1182 in part and following an old stone wall, S 12° 43' 00" E 378.30 feet, S 13° 04' 00" E 218.68 feet, S 11° 56' 00" E 634.00 feet, S 13° 17' 00" E 114.80 feet, S 11° 36' 00" E 125.30 feet, S 11° 46' 00" E 325.00 feet to a stone wall corner, continuing along said stone wall, S 3° 52' 00" E 16.00 feet, S 18° 29' 00" E 34.40 feet, S 12° 35' 00" E 117.00 feet, S 9° 35' 00"
CONSERVATION EASEMENT AMENDMENT

Between

SPROUT CREEK FARM, INC.
as Grantees

and

DUTCHESS LAND CONSERVANCY, INC.,
as Grantee

Record and Return to:
Dutchess Land Conservancy
P.O. Box 138
Millbrook, New York 12545
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Comment

AMENDED EASEMENT #02 2017 1584

Date Liber Page

3/3/2017

Related Index Numbers

0220171584
CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT AGREEMENT is made and entered into this 14th day of February, 1990 between John R. Kinkead, residing at 693 Montcalm Place, St. Paul, MN 55116, Robert T. H. Davidson, residing at 63 Parker Hill Road Extension, Killingworth, CT 06441, and United States Trust Company, 114 West 47th Street, New York, New York 10036, as co-Executors of the Estate of Elise Kinkead, hereinafter called "Grantor", and Dutchess Land Conservancy, Inc., a New York not-for-profit corporation with its office located at Rt. 82, Stanfordville, New York, hereinafter called "Grantee".

PREAMBLE

A. Grantor is the owner in fee of real property (the "Property") consisting of approximately 100 acres, improved with residences and farm buildings, located in the Town of LaGrange, Dutchess County, New York, more particularly described in Exhibit A annexed hereto and made a part hereof.

B. The Property is characterized by scenic views, open space and natural beauty, and is in view from Lauer Road, Stringham Road, and Noxon Road, all public highways. Maintaining the Property's agricultural character, forestland, and environmental resources, and permitting only limited development compatible with the natural surroundings, are important to the conservation of the open, scenic, and natural character and beauty of the area.

C. Subdivision and development pressure threaten the continued rural, scenic, and open space character of the Property and the scenic view in the surrounding area.

D. Grantee has determined that limiting further development on the Property through acquisition of a conservation easement will further its charitable purposes of protecting areas of rural, scenic, and relatively natural character in Dutchess County.

E. Grantor shares the land conservation goals of Grantee and desires to ensure that the rural and scenic characteristics of the Property will be preserved for the benefit of future generations.

RECORD AND RETURN TO:
Dutchess Land Conservancy, Inc.
Route 82
Stanfordville, NY 12581
F. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (the "Conservation Law").

G. The parties desire to preserve the scenic, open and natural character of the Property in perpetuity, while providing for limited development consistent with the conservation purposes of Grantee, by entering into a Conservation Easement Agreement pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

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

1. Grant of Easement. Grantor grants to Grantee a perpetual conservation easement (the "Conservation Easement") over the Property as herein set forth. Exhibit B hereto identifies which portion of the Property lies within "Easement Area A" and which portion lies within "Easement Area B".

1.1 Purpose. The purpose of the Conservation Easement is to conserve the scenic, open, and natural character of the Property while providing for its limited development consistent with the conservation purposes of this Easement.

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

2. Reserved Rights. Grantor reserves all rights with respect to the Property, including without limitation the right of exclusive use, possession, and enjoyment thereof and the right to sell, transfer, lease, mortgage, or otherwise encumber the Property subject to the restrictions and covenants set forth in this Conservation Easement. Nothing herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

3. Restrictions. The following restrictions shall apply:

3.1 Restrictions on Use. (a) No commercial or industrial use shall be permitted on any portion of the Property unless related to (i) agriculture and/or forestry conducted in accordance with sound conservation practices, (ii) an educational facility with studies in agriculture or ecology, or (iii) professional, business or artistic facilities related to education, agriculture or ecology.
(b) In addition to the restrictions set forth in paragraph 3.1(a), no residential use shall be permitted on Easement Area A unless it relates directly or indirectly to educational, agricultural or ecological activities conducted or to be conducted on the Property.

3.2 Restrictions on Development. (a) In order to protect the rural, scenic and open character of the Property, all construction shall be performed in a manner which preserves to the extent possible the natural beauty of the Property and protects the ecologically sensitive areas. No development shall occur within any areas designated as state or federal wetlands or floodplains; provided, however, that access roadways may be constructed by bridging over the wetlands provided adequate safeguards are taken to protect the wildlife and preserve the natural state of the wetlands. Preliminary estimations of the existing wetlands and floodplains are indicated on Exhibit B. The exact location of those areas can be established from time to time by on-site examinations by qualified experts. Any improvements shall be sited, constructed, and landscaped so as to be aesthetically compatible with the surrounding natural landscape, and shall comply with the following:

(i) all roofing and exterior surfaces (except for glass) shall be non-reflective;

(ii) any antenna, satellite dish, outdoor fixture, swimming pool, tennis court or similar structure shall be as unobtrusive as possible, shall be constructed and landscaped so as to be aesthetically compatible with the surroundings, and shall be finished and maintained so that it blends in to the extent practicable with the natural landscape; and

(iii) any residential or agricultural structures which are visible in the summer months from Lauer Road, Stringham Road or Noxon Road shall, to the extent practicable, be architecturally compatible with traditional architectural styles of the area, as exemplified by those structures built before 1920 that currently exist in the surrounding area.

(b) In addition to the restrictions set forth in paragraph 3.2(a), any improvements constructed within Easement Area A shall be directly or indirectly related to education, agriculture and/or ecology, and by way of example may include, but shall not be limited to, farm buildings (e.g., barns, stables, hay lofts, silos, greenhouses, road-side "farm stands" selling produce and sundry items, equipment storage sheds and garages), student, staff and guest housing, classrooms, administration buildings, cafeteria facilities, athletic facilities (e.g., athletic fields, tennis courts and swimming pools), buildings related to the operation of a summer-camp or retreat and any accessory structures. Other improvements which do not
directly or indirectly relate to education, agriculture or ecology, shall be permitted upon the written approval of Grantee (which approval is subject to the provisions of paragraph 3.4(b) hereof), provided they do not violate the conservation purposes of this Conservation Easement. Insofar as practicable, no improvements within Easement Area A shall be constructed on those areas indicated on Exhibit B hereto as "Best Agricultural Land."

(c) In addition to the restrictions set forth in paragraph 3.2(a), development in Easement Area B shall be restricted to the extent that impervious surface area (e.g., paved roadways, driveways and sidewalks and foundations or buildings) shall be limited to an aggregate of 90,000 square feet. In the event that any portion of Easement Area B is subdivided and sold as a separate building lot or lots, the Owner-seller of the undivided portion of Easement Area B may, in its sole discretion, allocate a portion of the 90,000 square feet of impervious surface area permitted hereunder to the subdivided lot or lots. After such allocation is made with respect to any subdivided lot, that allocation may not be reduced without the consent of the current owner of that lot. Any such allocation may be increased by the Owner of the undivided portion of Easement Area B as such Owner, in its sole discretion, may deem appropriate.

3.3 Other Limitations.

(a) Chemicals. Insofar as practicable, no pesticide, herbicide, or other chemical treatment for land, vegetation, or animals shall be used. In no event shall such chemicals be used unless such use has proven to be safe for humans, and not harmful to Sprout Creek or any source of drinking water.

(b) Timber. No cutting or removing of trees shall be permitted, except: (i) forestry and selective cutting for firewood done in accordance with sound conservation practices, (ii) to remove those trees which are fallen, dead, diseased, or dangerous, (iii) to provide for the construction of structures, improvements, roadways, and driveways allowed under this Conservation Easement, (iv) to maintain trails, roads, and existing open spaces, (v) trees planted for harvesting and (vi) to create new open spaces and views, subject to the approval of Grantee.

(c) Mining. No quarry, gravel pit, surface or subsurface mining, or drilling shall be permitted.

(d) Roadways and Driveways. New roadways and driveways may be constructed for ingress and egress to and from permitted structures, and for farm vehicle use.
(e) Streams and Ponds. No diversion or damming of springs or streams shall be permitted except as approved by Grantee (which approval shall be subject to the provisions of paragraph 3.4(b) hereof).

3.4 Prior Approval. (a) No construction of a new improvement or substantial change to an existing improvement located in the Easement Area A (excluding, without limitation, minor construction, such as repairs and maintenance and any construction or additions of less than one thousand square feet of floor space) shall be made and no land shall be cleared in order for work to be commenced, until a set of plans for the work (a "Proposal") have been submitted to and approved in writing by Grantee (which approval is subject to the provisions of paragraph 3.4(b) hereof) as to compliance with the restrictions imposed in paragraph 3.2 hereof. Such approval shall also be required for any residential structures to be constructed on Easement Area B if such improvements are located within 200 feet of Lauer Road. Upon receipt of a Proposal, Grantee shall have 30 days to respond. If additional information is reasonably required by Grantee to make a determination, Grantee may make a request for same, provided such request is made within 10 days of receipt of the Proposal, in which event the 30 day period shall commence upon receipt of the additional information. In the event Grantee fails to respond within said period of 30 days, Grantee will be deemed to have approved the Proposal and will have no further right to disapprove same. The actual clearing of land and the completed improvement shall conform to the approved plans in all respects. Any material changes in the location, height, size, design or landscaping in the plans after receipt of approval shall be submitted to Grantee for its further approval in accordance with the provisions of this paragraph 3.4.

(b) Any approval of Grantee hereunder shall not be unreasonably withheld or delayed, but may be granted subject to reasonable conditions. Any disapproval will be submitted in writing stating the reasons therefore. In the event of a dispute between the beneficial owner of the affected portion of the Property (the "Owner") as to whether or not Grantee has unreasonably withheld, conditioned or delayed its approval, the dispute shall be submitted to arbitration as hereinafter provided.

3.5 Sale or Transfer. This Conservation Easement shall not restrict or affect the rights of Grantor or any Owner to sell, lease, transfer, convey, mortgage, or otherwise further encumber the Property or part thereof. Grantee shall, upon the request of an Owner of any portion of the Property located in Easement Area B, execute and deliver a certificate, acknowledgment or estoppel, in recordable form, which contains language sufficient to enable any title insurer which is a Member of the New York Board of Title Underwriters (or successor organization) to insure, without any special premium or charge therefor, that
such portion of the Property is free of, and unencumbered by, those restrictions contained in this Conservation Easement which apply only to Easement Area A. Any dispute as to whether or not the portion of the Property in question lies within Easement Area B shall be submitted to arbitration.


4.1 Arbitration. In each instance where this Conservation Easement provides for the determination of any matter by arbitration, the same shall be settled and finally determined in accordance with the Rules of the American Arbitration Association, or its successor, except as otherwise provided herein, and the judgment upon the decision rendered therein may be entered in any court having jurisdiction thereof.

4.2 Appointment of Arbitrators: Final Determination. The party desiring arbitration shall give notice to that effect to the other party, specifying therein the name and address of the person designated to act as arbitrator on its behalf. Within 30 days after the service of such notice, the other party shall give notice to the first party specifying the name and address of the person designated to act as arbitrator on its behalf. If the second party fails to notify the first party of the appointment of its arbitrator within such 30 days, then the appointment of the second arbitrator shall be made in the same manner as hereinbelow provided for the appointment of a third arbitrator in a case where the arbitrators and the parties cannot agree as to the appointment of a third arbitrator. The arbitrators so chosen shall meet within 10 days after the second arbitrator is appointed and if, within 30 days after such first meeting, the two arbitrators are unable to agree upon the decision in question being arbitrated, they shall appoint a third arbitrator and in the event they are unable to agree upon such appointment within 15 days after the 30 day time limit, such third arbitrator shall be selected by the parties if they can agree thereon within a further period of 15 days. If the parties do not so agree, then either party, on behalf of both, may request such appointment by the then Chairman of the Board of Directors of the local Chamber of Commerce (or any organization successor thereto), or in his absence or failure, refusal or inability to act within 30 days, then either party, on behalf of both, may apply to the Presiding Justice of the highest court in the county in which the Property is located for the appointment of the third arbitrator, and the other party shall not raise any question as to the court's full power and jurisdiction to entertain the application and make the appointment. In the event of the failure, refusal or inability of any arbitrator to act, his successor shall be appointed within 10 days by the party who originally appointed him or if such party shall fail to appoint such successor, or in the case of the
third arbitrator, his successor shall be appointed as herein-before provided. Arbitrators acting hereunder need not have any special qualifications. All arbitrators chosen or appointed pursuant to this paragraph 4.2 shall be sworn fairly and impartially to perform their duties as arbitrators. Within 60 days after the appointment of the third arbitrator, a determination shall be made based upon the decision of two out of the three arbitrators. Any determination shall be binding and conclusive upon the parties and judgment upon the decision may be entered in any court having jurisdiction. Each party shall pay the fees and expenses of its respective arbitrator and both shall pay one-half of the fees and expenses of the third arbitrator.

5. Inspection: Enforcement.

5.1 Periodic Inspection. Grantee and its duly authorized representatives shall have the right to enter the Property at reasonable times, in a reasonable manner, and, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

5.2 Annual Inspection. During the month of April of each year, Grantee shall have the duty to inspect the Undivided Property (as hereinafter defined) for compliance with the terms of this Conservation Easement (the "Annual Inspection"). For purposes hereof, "Undivided Property" shall mean all of the Property except such portion as may from time to time be subdivided and sold as a separate building lot or lots. During the Annual Inspections, and subject to reasonable notice requirements, Grantee shall have access to the Undivided Property. Grantee shall, on or before the 10th day of May of each year, notify Owner in writing of any violation of this Conservation Easement noted during the Annual Inspection (the "Annual Notice"). Grantee shall have the right to enforce only those violations cited in the Annual Notice. Failure to list any violation existing at the time of the Annual Inspection in the Annual Notice shall constitute a waiver of Grantee's right to claim, allege or otherwise enforce this Conservation Easement as to such violation. In the event of a dispute, Owner shall bear the burden of proving that a violation existed at the time of a prior Annual Inspection.

5.3 Enforcement. Grantee may enforce this Conservation Easement in law or equity pursuant to the provisions of Article 49, Title 3 of the Conservation Law against the Owner. Upon receipt of a notice of a violation, such Owner shall promptly cure the violation by ceasing the violation, and/or restoring the affected Property to its condition before the violation. If the violation continues, Grantee shall have the right, but not the obligation, to cure it by direct action and Owner shall reimburse Grantee for all expenses reasonably
incurred to enforce the Conservation Easement and to cure the violation.

6. Additional Covenants.

6.1 Amendment. This Conservation Easement may be amended upon the written consent of Grantee. Any such amendment shall be consistent with the basic purpose of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, or any regulations promulgated pursuant thereto. Such an amendment may include, without limitation, the reclassification of any portion of "Easement Area A" as "Easement Area B".

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

"This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc., dated ______________ , 19__ , in the office of the Clerk of Dutchess County at Liber ________ of Deeds at Page ________ ."

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

6.3 Assignment. This Conservation Easement may be assigned by Grantee, provided, however, that an assignment may be made only to a not-for-profit conservation organization or otherwise as provided in Article 49, Title 3 of the Conservation Law.

6.4 Severability. Invalidation of any provision of this Conservation Easement, by court judgment, order, statute, or otherwise, shall not affect any other provisions, which shall be and remain in force and effect.

6.5 Binding Effect. The provisions of this Conservation Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is the owner or entitled to possession or use thereof.

7. Qualified Conservation Contribution Covenants.

7.1 Continuity. Grantee agrees that it will assign this Conservation Easement only to an assignee which agrees to
continue to carry out the conservation purposes of this Conservation Easement. This Conservation Easement may only be assigned to an assignee which is a qualified organization as defined in Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement, having purposes similar to those of the Grantee which encompass those of this Conservation Easement.

7.2 Notice. Grantor agrees to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement.

7.3 Extinguishment. Grantor and Grantee acknowledge that the granting of this Conservation Easement constitutes the donation to Grantee of a fully vested interest in the Property. If and when the restrictions contained in this Conservation Easement are extinguished by eminent domain taking or otherwise, Grantor and Grantee agree that the proceeds shall be divided as follows: (a) first, the Owner of the Property shall be entitled to the portion of the award attributable to the improvements made on the Property since the date of execution of this Conservation Easement belonging to such Owner, and (b) second, the balance of the award, if any, shall be divided between the Owner and the Grantee in proportion to the fair market value of their respective interests in the Property as of the date of execution of this Conservation Easement, unless the laws of New York provide that the Owner is entitled to the entire proceeds without regard to the terms of this Conservation Easement. Grantor and Grantee agree that the value of the Grantee's interest on the date of execution of this Conservation Easement shall equal the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. Grantee agrees to devote its share of the proceeds in a manner consistent with the conservation purposes inherent in this Conservation Easement.
IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

DUTCHESS LAND CONSERVANCY, INC.
   a New York not-for-profit corporation

By: ___________________________
   Signature
   Title

ATTACHMENTS: Exhibit A -- Property Description
               Exhibit B -- Conservation Easement Map
STATE OF __________

COUNTY OF __________

On the __________ day of __________, 1994 before me personally came John R. Kinkead, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledge that he executed the same.

[Signature]
Notary Public

STATE OF __________

COUNTY OF __________

On the __________ day of __________, 1990, before me personally came Robert T. H. Davidson, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledge that he executed the same.

[Signature]
Notary Public

BARBARA H. WYSOPAL
Notary Public State of Connecticut
Commission Expires March 31, 1991
STATE OF NEW YORK  
COUNTY OF NEW YORK  

On the 21st day of February, 1990, before me personally came George F. Lippert, to me known who, being by me duly sworn, did depose and say that he resides at 42 ANDREW AVE OAKLAND, NEW JERSEY, that he is the Vice President of the United States Trust Company, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

STATE OF NEW YORK  
COUNTY of DUTCHESS  

On the 16th day of February, 1990, before me personally came Glenn Hoagland, to me known who, being by me duly sworn, did depose and say that he resides at Germantown, NY, that he is the Executive Director of the Dutchess Land Conservancy, Inc., the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said corporation.

[Signature]
Notary Public

Liber 1559, Page 257
ALL that certain piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York which in a survey thereof made in the year 1837 by Samuel M. Thurston is bounded and described as follows, viz:

BEGINNING at a white oak tree marked at the northwest corner of said farm and runs thence S 21 degrees E 64 chains 53 links to a locust stake set at the corner of John A. Montfort's farm, thence S 17 degrees W 8 chains 10 links to a white oak tree westward of the Bridge over Sprout Creek; thence N 66 degrees E 5 chains 21 links to a corner at the fence on the north side of the Beekman Town Road; thence S 21 degrees E 20 chains (incorrectly specified as 90 chains on the previous deed) 95 links to a point in a rock south of the wall and 17 links S of a walnut sapling marked north of said wall; thence N 54 degrees 15' E 18 Chains 50 links to a stone set for the corner which is 53 links south of an elm tree and 56 links eastward of a red oak tree and from said stone N 21 degrees 30' W 92 chains 55 links to a willow tree; thence S 53 degrees 30' W 17 chains 65 links to the place of beginning.

EXCEPTING, however, all that certain triangular piece of land heretofore granted to Phillip Lower by the Executors of Tunis Ackerman, deceased, as follows, viz:

BEGINNING at the east gate post of a gateway at the northwest corner of Richard Jones' land and in the south line of the road leading from Sprout Creek to Arthursburg; thence along the west line of said Jones' land S 4 degrees 60 links; thence S 19 degrees 30' E 3 chains 75 links to a point on a rocky knoll 2 links east of the center of a chestnut tree; thence S 21 degrees 30' E 2 chains 53 links to a locust sapling in the southwest corner of said Jones' land standing 56 links easterly of a red oak tree and 59 links southerly of a white oak tree which stands 6 links northerly of an elm stump; thence along William Storms north line S 56 degrees 30' W 5 chains 13 links to the northeast corner of the south farm of said Ackerman (as described in said conveyance to said Lower) thence along the same course as last named 19 links to the west gate post and a gateway leading from the Ackerman Homestead farm to the south farm; thence N 12 degrees E 9 chains 75 links to a stake set one foot west of the west gate post of the first named gateway; thence S 57 degrees 65' E 20 links to the place of beginning.

BEING the same premises conveyed by Clarence Lown to Elise H. Kinkead and Jennie H. Kinkead by deed dated August 30, 1926 and recorded in the Dutchess County Clerk's Office on August 31, 1926 in Liber 469 of Deeds at Page 312. The said Jennie Hamilton Kinkead died a resident of Dutchess County, New York, on September 21, 1958. Article Second of her Last Will and Testament, admitted to probate by the Dutchess County Surrogate on December 22, 1958, devised all real estate and interests in real estate owned by her to Elise Hamilton Kinkead.

EXCEPTING and reserving therefrom all those certain plots, pieces or parcels of land situate in the Town of LaGrange, County of Dutchess and State of New York, more particularly bounded and described as follows:

Exception No. 1:

BEGINNING at a point marked by a steel pin set at the intersection of stonewall fences, being the northwesterly corner of the herein described parcel, said point also marking the northwesterly corner of lands of Marsh, described in Liber 565 of Deeds at page 362, an angle in the easterly line of lands of Sleight, described in Liber 964 of Deeds at page 315, and the southwesterly corner of lands of Elise Kinkead, described in Liber 1172 of Deeds at page 454; thence along a stonewall and lands of Kinkead, N 59 degrees 40' 30" E 145.35 feet to a steel pin; thence along lines of no physical bounds and through other
lands of Kinkead, S 34 degrees 08' 30" E 119.71 feet to a steel pin, S 4 degrees 43' W 94.71 feet to a steel pin, S 74 degrees 12' W 98.15 feet to a steel pin, and S 15 degrees 18' 06" E 805.31 feet to a point at the northwesterly line of Lauer Road; thence along the same S 22 degrees 40' W 98.38 feet to a steel pin; thence along a stonewall fence and lands of Margaret L. Marsh, described in Liber 565 of Deeds at page 362, N 6 degrees 15' W 55.67 feet N 14 degrees 31' 25" W 439.55 feet and N 16 degrees 03' 20" W 543.23 feet to the point or place of beginning; Containing 1.61 Acres of Land.

Exception No. 2:

BEGINNING at a point on the Northerly line of Lauer Road, said point being the intersection of the Northerly line of Lauer Road, with the Easterly line of Lands now or formerly Rendes (Liber 1400, CP-720); thence along lands now or formerly Rendes (Liber 1400, CP-720), N 15 degrees 00' 37" W 805.29 feet, N 74 degrees 29' 30" W 98.15, N 05 degrees 00' 30" E 94.71 feet, and N 33 degrees 51' W 119.71 feet to a point; thence along lands now or formerly Kinkead, N 58 degrees 57' E 222.85 feet to a point; thence over and through lands of Elise H. Kinkead, S 23 degrees 47' 10" E 588.24 feet to a point; thence along the Northerly line of Lauer Road the following: S 39 degrees 33' W 37.67 feet, S 30 degrees 57' W 94.90 feet, S 19' 56" W 305.70 feet, S 20 degrees 38' W 110.30 feet and S 28 degrees 30' 30" W 83.58 feet to the point or place of beginning. Containing 6.00 acres of land, more or less.

Exception No. 3:

BEGINNING at a point on the Northerly line of Lauer Road, said point being the intersection of the Northerly line of Lauer Road, with the Westerly line of lands now or formerly Dean (Liber 1443, CP-644); thence along lands the Northerly line of Lauer Road, the following: S 53 degrees 01' W 91.70 feet, S 60 degrees 08' W 102.70 feet, S 62 degrees 12' W 76.40 feet, S 49 degrees 50' W 148.90 feet, and S 39 degrees 33' W 119.13 feet to a point; thence along lands of Kinkead, N 23 degrees 47' 10" W 588.24 feet to a point; thence along lands now or formerly Kinkead (Liber 1172, CP-454), and lands now or formerly Brinckerhoff (Liber 1163, CP-481), N 58 degrees 57' E 121.95 feet, N 59 degrees 48' E 189.80 feet, and N 59 degrees 22' 42" E 476.03 feet to a point; thence along lands now or formerly Smith (Liber 1611, CP-436), S 16 degrees 31' 53" E 52.35 feet to a point; thence along lands now or formerly Dean (Liber 1443, CP-644), S 59 degrees 15' 02" W 248.84 feet, S 61 degrees 15' 10" W 46.54 feet, and S 26 degrees 50' 26" E 454.71 feet to the point or place of beginning. Containing 6.56 acres of land, more or less.

Exception No. 4:

BEGINNING at a point in the northwesterly line of Lauer Road at a wall junction marking the southerly corner of lands now or formerly of Croft, as described in Liber 566, page 393; thence, from said point of beginning, along said road line, S 33 degrees 22' 45" W 193.82 feet said course being in part along a wall, and along a fence in range with said wall; thence along said fence, S 41 degrees 34' 11" W 38.21 to the southerly most corner of this parcel; thence leaving said road line, along other lands of Kinkead, N 36 degrees 10' 26" W 464.71 feet to the westerly corner of this parcel; thence parallel with and 50 feet southeasterly from a wall N 51 degrees 55' 10" E 46.54 feet and N 49 degrees 55' 01" E 248.84 feet to the wall marking the southwesterly line of the above mentioned lands of Croft; thence 16 degrees 15' E 201.74 feet to a corner; thence S 63 degrees 30' 48" W 4.64 feet to a corner thence along same, S 26 degrees 36' 35" E 63.72 feet to a fence; S 24 degrees 57' 25" E 116.66 feet to another wall, and S 30 degrees 21' 03" E 32.35 feet to the point of beginning. Being 2.534 acres of land, more or less.
Exception No. 5:

BEGINNING at a point in the southeasterly boundary of the existing Noxon Road, C.R. 21, said point being 65 feet distant northerly measured at right angles from Station S43 + 65.5 of the survey base line of the proposed reconstruction of said Noxon Road; thence along the easterly boundary of said Noxon Road the following courses and distances: N 42 degrees 22' E 131.85 feet to a point and N 42 degrees 40' E 200.00 feet to a point; thence leaving said Noxon Road and running through lands of Elise H. Kinkade S 46 degrees 14' 40" W 203.02 feet to a point on the easterly boundary of said Noxon Road; thence along the easterly boundary of said Noxon Road the following courses and distances: N 38 degrees 24' 30" E 48.62 feet to a point; N 35 degrees 56' 30" E 90.14 feet to a point; N 40 degrees 11' 40" E 166.84 feet to a point; N 51 degrees 12' 10" E 107.41 feet to a point; thence along the southerly boundary of said Noxon Road the following courses and distances: N 89 degrees 20' E 134.75 feet to a point; S 89 degrees 33' 40" E 11.01 feet to a point; S 68 degrees 04' 50" E 34.80 feet to a point; S 41 degrees 13' 30" E 60.48 feet to a point and S 29 degrees 32' 40" E 12.82 feet to a point; thence continuing along the westerly boundary of said Noxon Road the following courses and distances: S 23 degrees 32' 10" E 24.97 feet to a point; S 18 degrees 37' 40" E 35.53 feet to a point; S 18 degrees 02' 00" E 303.39 feet to a point; S 24 degrees 00' 30" E 118.86 feet to a point; S 33 degrees 03' 30" E 95.58 feet to a point; and S 20 degrees 04' 50" E 331.76 feet to a point, said point being 27 feet distant northerly measured at right angles from Station S56 + 05.5 of the County Survey baseline for the proposed reconstruction of Noxon Road; thence along the northerly boundary of the proposed relocation of said Noxon Road the following courses and distances: N 87 degrees 42' W 301.59 feet to a point; N 89 degrees 41' W 151.60 feet to a point; N 84 degrees 38' W 150.16 feet to a point; N 80 degrees 25' W 199.28 feet to a point; N 78 degrees 37' W 201.10 feet to a point; N 80 degrees 20' W 200.50 feet to a point; and N 33 degrees 07' W 56.22 feet to the point or place of beginning. Containing 14.01 acres.

Exception No. 6:

BEGINNING at a point on the southerly boundary of the Right-of-Way taking for the proposed reconstruction of County Road No. 21 at the intersection of said boundary with the westerly boundary of lands of Elise H. Kinkade, said point being 51 feet distant southerly measured at right angles from station 43 + 39.5 of the survey base line for the proposed reconstruction of Noxon Road (C.R. No. 21); thence along the southerly line of the proposed reconstruction of Noxon Road the following courses and distances: S 82 degrees 52' E 261.1 feet to a point; S 79 degrees 45' E 200.72 feet to a point; S 80 degrees 40' E 196.43 feet to a point; S 85 degrees 24' E 150.27 feet to a point; S 87 degrees 45' E 252.43 feet to a point and N 88 degrees 51' E 207.62 feet to a point in the westerly line of the lands now or formerly of Ehmer; thence along the westerly line of said Ehmer property S 14 degrees 12' 40" W 629.54 feet to a point; thence along the northerly line of the lands now or formerly of Ehmer S 57 degrees 55' 10" W 152.15 feet to a point in the center of a stone wall; thence along the stone wall and along the northerly line of the lands of Ehmer the following courses and distances: S 56 degrees 43' 30" W 97.05 feet to a point; N 88 degrees 14' 20" W 45.22 feet to a point; S 49 degrees 08' 50" W 193.46 feet to a point; S 58 degrees 34' 30" W 189.84 feet to a point; S 57 degrees 29' 40" W 146.66 feet to a point and S 63 degrees 07' W 55.66 feet to a junction of stone walls; thence along the easterly line of James Callahan and following a stone wall the following courses and distances: N 16 degrees 54' W 222.62 feet to a point; N 19 degrees 04' 10" W 106.58 feet to a point and N 17 degrees 03' 50" W 916.04 feet to the point or place of beginning. Containing 20.44 acres.
Exception No. 7:

BEGINNING at an iron stake on the southerly side of Lauer Road and distant S 37 degrees 45' 43" W 104.15 feet from a fence post in a stone wall fence dividing lands of Elise H. Kinkead on the west and lands now or formerly of Andros on the east; running thence along other lands of said Kinkead S 25 degrees 53' 42" E 212.81 feet to an iron pipe; thence S 49 degrees 42' 47" W 209.55 feet to an iron pipe; thence N 37 degrees 52' 24" W 188.24 feet to an iron stake on the southerly side of said Lauer Road; thence along said road N 50 degrees 49' 40" E 64.26 feet, N 46 degrees 00' 33" E 127.16 feet and N 39 degrees 47' 03" E 64.34 feet to the point or place of beginning. Containing 1.016 acres of land, more or less.

Exception No. 8:

BEGINNING at a point on the easterly boundary of Noxon Road, C.R. 21, which said point is N 42° 22' E 131.85 feet and N 42° 40' 40" E 250.39 feet along the easterly boundary of said Noxon Road from a point being 65 feet northerly, measured at right angles, from Station 543+65 feet +/- of the survey base line of the proposed reconstruction of said Noxon Road;

THENCE from said point of beginning, leaving said Noxon Road and running along the line of lands now or formerly of John B. Kinkead and Judith R. Perkins Kinkead S 46° 14' 40" E 200.00 feet to a point; N 43° 45' 20" E 200.00 feet to a point and N 46° 14' 40" W 203.02 feet to a point on the easterly boundary of Noxon Road thence southerly along the easterly boundary of Noxon Road S 38° 24' 30" W 32.28 feet and S 43° 45' 20" W 167.76 feet to the point or place of beginning.

THAT PORTION of Noxon Road hereinabove referenced, subsequent to the realignment of Noxon Road, C.R. 21, is now known as Stringham Road.

ALSO EXCEPTING that portion of the original premises (L 469, cp 312) acquired by the County of Dutchess for the realignment of Noxon Road.

SUBJECT to the rights of the public over Lauer Road.

SUBJECT to covenants, conditions, easements, restrictions and rights of way of record, if any.

The herein conveyed premises being and intended to be Parcel 08-6460-03-252180-00 and -99 as shown on the Tax Map of the Town of LaGrange.
<table>
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<th>Party Type</th>
<th>Error / Correction</th>
<th>Name</th>
<th>Date Filed</th>
</tr>
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DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

DUTCHESS LAND CONSERVANCY
2908 RTE 44
FISHKILL NY 12524

RECEIVED FROM: DUTCHESS LAND CONSERVANCY

GRANTOR: RELIGIOUS OF THE SACRED HEART
GRANTEE: DUTCHESS LAND CONSERVANCY

RECORDED IN: DEED
INSTRUMENT TYPE: EASE

RECORDED: 03/03/2006
AT: 14:22:16
DOCUMENT #: 02 2006 1925

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 102.00
TRANSFER TAX AMOUNT:
TRANSFER TAX NUMBER: 005615

TRANSF: N
TP-584: Y

COUNTY CLERK BY: LKD /____________________
RECEIPT NO: R26198
BATCH RECORD: C00258

Colette M. Lafuente
County Clerk
CONSERVATION EASEMENT DEED

This CONSERVATION EASEMENT DEED is entered into this 1st day of March, 2006, between Religious of the Sacred Heart, New York Province, Inc. d/b/a Sprout Creek Farm, a New York not-for-profit corporation with a mailing address of 34 Lauer Road, Poughkeepsie, New York 12603, as Grantor (the "Landowner"), and DUTCHESS LAND CONSERVANCY, INC., a New York not-for-profit corporation with an office at 2908 Route 44, Millbrook, New York 12545, as Grantee (the "Conservancy").

Recitals

WHEREAS, the Landowner is the owner in fee of real property (the "Property") described in Exhibit A attached hereto and incorporated by reference:

1. The Property consists of approximately 96.42 acres, unimproved in the Town of La Grange, Dutchess County, New York.

2. The Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law") and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

WHEREAS, the Conservancy holds an easement on the Landowner's adjacent property across Lauer Road shown as "Other lands of Sprout Creek Farm" on the Conservation Easement Map attached hereto as Exhibit B.

WHEREAS, the Landowner is a not-for-profit corporation exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended.

WHEREAS, the parties recognize the following:

1. The Property is characterized by scenic views, open farmlands, woodlands, wetlands and natural beauty, and is visible from Lauer Road and Noxon Road (County Route 21), both public highways.

2. It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's open fields and forest lands while restricting development so that it is compatible with the natural surroundings.

3. The Property meets the Criteria for Acceptance of Conservation Easements of the
Conservancy and is in close proximity and shares a common boundary with private land, which is already permanently protected by the Conservancy.

4 The Comprehensive Plan of the Town of La Grange, adopted by its Town Board in November, 1987 (the "Master Plan"), includes in its goals and objectives the retention of the Town's rural character and environmental quality by preserving open space through nature sanctuaries and greenspace buffer areas and the protection of wetland areas.

5 The Dutchess County Legislature, in the County Master Plan, Directions, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which streams, stream headwaters and wetlands should be preserved. Directions emphasizes the preservation of prime agricultural soils, wetlands and wetland buffers, encourages open space land uses and the protection of scenic resources and discourages residential, commercial and industrial uses that do not preserve floodplain and wetland values. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas to provide recreational space, wildlife habitat, natural buffers and aquifer protection.

6 The Property is included in Certified Agricultural District No. 22, established by Dutchess County pursuant to Article 25AA of the New York Agricultural and Markets Law, encouraging the continuation and protection of agriculture.

7 The Property contains approximately thirty-six acres of prime farmland soils and approximately fifteen acres of farmland soils of statewide importance, which are important for the production of food, feed, forage and fiber crops, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

8 The Property is in the watershed of the Sprout Creek, a tributary of the Fish Kill, which is a tributary of the Hudson River. The Property contains approximately fourteen acres of Freshwater Wetland No. PW-47, designated pursuant to Article 24 of the New York Environmental Conservation Law, for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately eleven acres of wetlands designated on the National Wetlands Inventory by the US Department of the Interior.

9 A portion of the Property, approximately twenty-five acres, is part of a "Zone I" Aquifer as defined by the Dutchess County Water Supply Protection Program Report prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

10 The Property contains approximately thirty-nine acres of woodland.
Subdivision and development pressure threatens the continued rural, scenic, ecological, forested, and open space character of the Property and the scenic view along Lauer and Noxon Roads.

WHEREAS, the Landowner shares the land conservation goals of the Conservancy and desires to ensure that the rural, scenic and ecological characteristics of the Property will be preserved for the benefit of future generations.

WHEREAS, the parties desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement Deed pursuant to the provisions of Article 49, Title 3, of the Conservation Law.

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

1 Grant of Easement. The Landowner grants to the Conservancy a perpetual conservation easement over the Property on the terms contained in this Conservation Easement Deed (the "Conservation Easement"). The Conservation Easement shall encumber the Property.

2 Purpose. The purpose of the easement granted hereby is to conserve the open, scenic, wooded and natural character of the Property and to protect the quality of its agricultural lands, prime and important farmland soils, streams and wetlands, forest lands, steep slopes, habitats, and scenic quality by restricting development and use of the Property, especially the areas designated as Preservation Areas on Exhibit B.

3 Reserved Rights. The Landowner reserves for itself and its successors in interest all rights with respect to the Property or any part thereof, including without limitation the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement. This Conservation Easement does not grant the general public any right to enter upon any part of the Property. This Conservation Easement does not restrict an owner of the Property or part thereof in imposing further restrictions upon conveyance or otherwise.

4 Restrictions Applicable to the Property. By this Conservation Easement, the Landowner agrees to restrictions that apply to the entire Property and additional restrictions that apply only to the Preservation Areas, as set forth in this Section 4. The Landowner may take certain actions relating to the Property only after giving the Conservancy prior notice or obtaining the Conservancy's prior consent, as set forth in Sections 4 and 5. The procedure for giving such notice and seeking such consent, and the standards governing the Conservancy's decision whether to grant or withhold such consent, are set forth in Section 5. No structure or other improvement shall hereafter be placed on the Property except as specifically provided in this Section 4.
4.1 Use of Property. The Property shall be used solely for educational, agricultural and non-commercial residential and recreational purposes, including, without limitation, the occupancy and use by owners or tenants of permitted structures or other improvements built upon the Property in accordance with this Conservation Easement, and customary home occupations compatible with the rural and agricultural character of the Property. As used in this Conservation Easement, the terms "agricultural purposes" or "agricultural uses" shall mean: planting, raising, harvesting and producing agricultural, aquacultural, horticultural and forestry crops and products of every nature and description; breeding, raising, training, pasturing, grazing, boarding and sale of horses and livestock of every nature and description; equestrian activities (including horseback riding instruction, husbandry and other non-commercial equestrian activities); breeding and raising bees, fish, poultry and other fowl; and the primary processing, storage and sale, including direct retail sale to the public, of crops and products a substantial proportion of which are harvested and produced on the Property. Permitted recreational uses shall include the right to shoot with or without dogs, hunt, fish, trap, hike, camp, horseback ride, conduct field trials, mounted foxhunting with hounds in the traditional manner, and other non-commercial outdoor recreational activities. No non-agricultural commercial, industrial, or institutional use of the Property or any part thereof shall be permitted; provided, however, that the Property may continue to be used for educational and camp purposes consistent with teaching individuals about agriculture and the rural environment.

4.2 Restrictions Applicable to Preservation Areas. The "Preservation Areas" are all areas of the Property indicated as such and shown on Exhibit B. No structures or other improvements shall be built in the Preservation Areas except for run-in sheds for horses and other livestock, wood sheds, lean-tos and other agricultural structures and other improvements having in each case a footprint area, as such term is defined in Section 4.4(g) hereof, not exceeding 500 square feet, signs permitted by Section 4.6, fences and road-side accessory structures and other improvements permitted by Section 4.8 and driveways, farm roads, utilities and drainage ways permitted by Section 4.9. All new agricultural structures and other improvements shall be sited at the edge of fields or in wooded areas and at least 100 feet from any watercourse, pond or wetland located on the Property.

4.3 Structures to be Located Outside of Preservation Areas. All residential, agricultural and accessory structures and other improvements shall be located outside of the Preservation Areas (except as expressly permitted by Section 4.2).

4.4 Residential and Agricultural Structures and Other Improvements. No residential, agricultural or accessory structures or other improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Section. All existing and new structures and other improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged or destroyed. As used in this Conservation Easement, the terms "floor area", "footprint area" and "height" have the meanings given to them in Section 4.4(g) herein.

4.4(a) Principal Residences. No more than one (1) single family principal residence shall be permitted on the Property. The principal residence shall not exceed
5,000 square feet in floor area or 35 feet in height.

4.4 (b) Farm Employee/Staff Houses. No more than three (3) detached farm employee/staff houses shall be permitted on the Property. Each farm employee/staff house shall not exceed 2,000 square feet in floor area or 25 feet in height.

4.4 (c) Seasonal Camp Cabins. No more than six (6) detached seasonal camp cabins to seasonally house students, visitors or employees shall be permitted on the Property. Each seasonal camp cabin shall not exceed 600 square feet in floor area or 25 feet in height.

4.4 (d) Accessory Apartments. One accessory apartment may be constructed on the Property as an alternative to constructing a seasonal camp cabin/farm employee house. The accessory apartment may be located within the permitted residence, barn or garage as long as the total square feet of floor area does not exceed the limits described under Sections 4.4(a), 4.4(b), 4.4(c) and 4.4(d) hereof.

4.4 (e) Accessory Structures and Other Improvements. Normal and customary accessory structures and other improvements, such as swimming pools, related changing facilities, garages and tennis courts, may be built. All such accessory structures and other improvements in the aggregate shall not have a floor area exceeding 3,000 square feet unless the Conservancy otherwise consents. Swimming pools or tennis courts shall be of customary size.

4.4 (f) Agricultural Structures and Other Improvements. Customary barns, sheds, greenhouses and other customary agricultural structures and other improvements may be constructed on the Property if in each case such structures or other improvements have a footprint area not exceeding 3,000 square feet. All such structures and other improvements in the aggregate shall not have a footprint area exceeding 30,000 square feet unless the Conservancy otherwise consents.

4.4 (g) Measurement of Floor Area, Footprint Area and Height. The "floor area" of a structure or other improvement means the gross floor area of all interior floors of the structure or other improvement, as measured to the exterior walls, excluding garages attached to principal residences and tenant/guest houses only, cellars, attics and basements. Floor area calculations shall not apply to swimming pools, outdoor/enclosed-in tennis courts, patios, decks, and unenclosed porches. The "footprint area" of a structure or other improvement means the gross footprint of the structure or other improvement as measured to the exterior walls. The "height" of a structure or other improvement means the height as measured from the natural mean grade to the top of the roof line.

4.4 (h) Waiver of Size and Location Restrictions. The Conservancy may waive the restrictions on size of residential and agricultural structures and other improvements and the location of agricultural structures and other improvements pursuant to Section 7.2 herein, provided that:

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(i) The Conservancy finds that such structures or other improvements comply with the provisions of Section 4.5; and

(ii) The Conservancy finds that the size and location of such structure or other improvement will have no greater adverse impact on the conservation purpose of this Conservation Easement than would structures or other improvements which fully comply with the size and location requirements herein; and

(iii) The Landowner submits a plan to the Conservancy including the location, size, bulk, and height of the proposed structure(s) or other improvement(s), or expansion of structure(s) or other improvements(s), as well as plans for cutting trees and alteration of landscape features. Landowner shall also provide a visual analysis of the proposed site and structure(s) or other improvement(s) showing the effect of the proposal on scenic panoramas and describing any measures which will be taken to protect such scenic panoramas as well as any additional plans or analyses as requested by the Conservancy, to determine the impacts on the proposed site. Upon review of all applicable information, the Conservancy may approve the proposal, either specifically as proposed or contingent upon plan amendments, or reject the proposal.

4.4 (l) Mobile Homes. No mobile homes or house trailers shall be permitted on the Property, except temporarily, with the consent of the Conservancy, during the construction of a residential structure for a maximum term of twelve months after the issuance of a building permit.

4.5 Exterior Appearance. No construction, repair, replacement or other alteration of a structure or other improvement of the Property shall be constructed or performed in a manner inconsistent with the scenic preservation and conservation purposes of this Conservation Easement. Structures and other improvements newly constructed after the date of this Conservation Easement, and alterations and additions to existing structures and other improvements, shall be subject to architectural review as required by Section 5.2. To the extent buildings are visible in winter from offshore or from public roads, they shall comply with the following design standards:

4.5 (a) Siting. All residential, agricultural and accessory structures, built landscape features and other improvements newly constructed after the date of this Conservation Easement shall be located on the Property to reduce or minimize visibility from public roads. Except with the consent of the Conservancy, all residential, agricultural and accessory structures and other improvements shall be sited at the edges of fields or in wooded areas and at least 100 feet from any watercourse, pond or wetland on the Property.
4.5 (b) Architecture. The exterior of all new structures and other improvements shall be of designs that are indigenous to the surrounding rural area and shall be architecturally sensitive and respectful of the immediate site and surrounding sites. The exterior of buildings shall be harmonious with the site and with traditional buildings found in the vicinity, utilizing natural materials wherever possible, and all primary materials shall be chosen to minimize the visual prominence of buildings and to create architecture that is a result of the site rather than being forced upon the site. All roofing and exterior surfaces (except window glass) shall be non-reflective, but this sentence shall not preclude the use of metal as a roofing material or the inclusion in roof design of non-reflective solar panels.

4.5 (e) Color. Paint shall be non-reflective.

4.5 (d) Landscape. Changes to the landscape and existing site features in connection with new construction shall be minimal, and shall encourage the preservation of mature trees, rock outcroppings, watercourses, and other significant natural amenities. Landscape designs shall make every effort to diminish the visual impact of all buildings from public roads and shall be harmonious with the existing site in concept and detail. Any ground antenna, satellite dish, outdoor fixture, swimming pool, or tennis court visible from public roads shall be screened with wood fencing or vegetation.

4.6 Signs. No signs shall be permitted except to state the name and address of the Property and the name of persons living on the Property, to advertise an on-site activity permitted by this Conservation Easement, to advertise the Property for sale or rent, to mark roadways, to announce that the Property is subject to a conservation easement and identify the holder of the easement, and to post the Property to control unauthorized entry or use. Such signs shall be of professional quality and their size, placement, number and design shall not significantly diminish the scenic and rural character of the Property.

4.7 Lighting. Outdoor lighting shall not result in glare visible from off the Property, which is inconsistent with the rural character or the natural environment. Outdoor light fixtures shall control the light output so that it shines only where needed and is directed towards the ground and not into a neighbor’s yard or windows or into the sky. Outdoor lighting shall be controlled by sensors and/or timers to minimize its use so that it is turned on only when necessary. Lighting inappropriate for a rural setting such as post lights along the drive shall not be allowed.

4.8 Fences and Road-side Structures and Other Improvements. Fences of a style normal and customary in the immediate vicinity such as wire, three/four board or post and rail, and other fencing that does not impair the views of the Property, may be erected, repaired or replaced. Road-side mail boxes and newspaper boxes of a style normal and customary in the immediate vicinity may be erected, repaired and replaced on the Property. Additional types of fencing or road side structures or other improvements shall require the consent of the Conservancy.
4.9 Driveways, Trails, Farm Roads, Utilities and Drainage Ways. Driveways, trails, utilities and drainage ways may be located anywhere on the Property provided that they are constructed and located in a manner which is compatible with agricultural and forested use of the Property and which minimizes erosion and adverse effect on scenic landscape quality. Trails, driveways and roads shall be constructed and maintained to minimize erosion and shall not be paved without the prior consent of the Conservancy upon a showing that paving is necessary to correct, control or prevent erosion. Roads and driveways shall be located along old roads or along edges of fields where feasible. Utility lines serving permitted structures or other improvements shall be installed underground where feasible. No roads shall be constructed that traverse the Property to gain access to neighboring lands not protected by this Conservation Easement except with the consent of the Conservancy.

4.10 Chemicals. No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used on the Property unless its use is legal and in accordance with all applicable laws and regulations and the manufacturer's directions.

4.11 Dumping of Waste. No dumping or release of non-composted organic waste, sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly or offensive materials shall be allowed on the Property, except that which is generated by activities permitted by this Conservation Easement and then only in accordance with applicable law and in a manner that is consistent with the conservation purposes of this Conservation Easement provided, however, that no liquid manure storage shall be permitted on the Property.

4.12 Clearing of Trees. There shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

4.12 (a) Trees may be removed which endanger public safety, are diseased, damaged or fallen, or need to be cleared to ensure the health of other trees, or in connection with the construction of permitted structures and other improvements, utility lines, roads or driveways. New clearings in connection with the construction of permitted structures or other improvements shall not exceed three acres.

4.12 (b) New open spaces for agriculture and views may be created with the prior consent of the Conservancy.

4.12 (c) Commercial logging may be conducted with the prior consent of the Conservancy if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources. All logging shall be done based on a management plan prepared by a forester approved by the Conservancy. Such management plan shall conform to 1) accepted NYS sustainable forestry guidelines; 2) any applicable guidelines of the Natural Resource Conservation Service of the U.S. Department of Agriculture (or successor governmental departments or agencies), and 3) NYS forest tax program logging guidelines as conducted
under a forest management plan approved by the New York State Department of Environmental Conservation.

4.12 (d) All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources.

4.12 (e) The Landowner may harvest firewood or timber for use on the Property.

4.13 Mailing, Transmission Lines, Pipelines and Landfills. There shall be no surface or subsurface mining or quarrying on the Property. No wireless telecommunications towers or associated antennas may be placed on the Property except with the prior consent of the Conservancy. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the structures and other improvements allowed by this Conservation Easement. This Section shall not preclude excavation of materials for the construction of driveways and other improvements on the Property.

4.14 Waterways. No waterways on the Property shall be polluted by sedimentation, siltation, agricultural run-off or otherwise by action of the owners. This does not preclude customary agricultural practices. No change to any existing ponds, streams or wetlands, and no construction or alteration of any structure or other improvement (including septic disposal systems) within 100 feet of any existing streams, shall be permitted except with the consent of the Conservancy. Any on-site septic disposal systems shall be maintained in good repair and proper operating condition.

4.15 Trail Maintenance, Construction and Management. The Landowner may construct, manage, use and maintain trails on the Property to support a regional trail system, for purposes of equestrian use, walking, cross-country skiing or other non-motorized recreational use. Except with the Conservancy’s consent, structures, fencing and other improvements shall be sited so as not to obstruct any existing trail system on the Property, but this Conservation Easement does not grant the general public any right to enter upon any part of the Property.

4.16 Subdivision. There shall be no subdivision of the Property into parcels or lots for the purpose of conveyance into separate ownership except with the consent of the Conservancy. The Conservancy shall consent to subdivision of the Property into no more than two (2) lots if the Landowner requests said subdivision in order to convey the principal residence permitted under Section 4.4(a). Where local law requires a subdivision in order to build a farm employee house permitted under Section 4.4(b) herein, such subdivision shall be permitted, provided, however, that such subdivided property shall not be conveyed into separate ownership from that of the entire Property or the larger parcel if the Property has been subdivided for conveyance of the principal residence as permitted herein. Lot line adjustments, which do not create additional building lots are permitted. No such subdivision or lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the number or character
of structures and other improvements permitted by this Conservation Easement.

5 Notice to Conservancy and Required Prior Consent.

5.1 Notice of Construction. In order to facilitate the monitoring of this Conservation Easement, the Landowner shall give the Conservancy at least 35 days' prior written notice prior to a change to the Property, including commencement of construction of any new structure or other improvement or addition to an existing structure or other improvement, or excavation or clearing for any new structure or other improvement. Prior to clearing and construction, the Landowner shall submit survey information, or shall physically mark the boundaries of the proposed structure or other improvement, to confirm that the structures or other improvements proposed for construction and the locations of such structures or other improvements are permitted by this Conservation Easement.

5.2 Improvements and Changes Requiring Conservancy's Prior Consent. Notwithstanding the terms of Section 5.1, if the proposed change to the Property is a substantial change, then the change shall not be made, and no land shall be excavated or cleared or work commenced in connection therewith, until the Landowner has received the prior consent of the Conservancy. A substantial change includes a) construction of a residence, b) construction of a barn or accessory structure or other improvement greater than 2,000 square feet in floor space, c) an addition greater than 600 square feet in floor area to an existing structure or other improvement, or d) a substantial change in the exterior of a structure or other improvement. Section 4 specifies other actions that may require the prior consent of the Conservancy. The procedure for such consent is specified in Section 5.3.

5.3 Procedure for Requesting Consent. To request a consent of the Conservancy that is required by this Conservation Easement, the Landowner shall submit plans or a description of its proposal. The Landowner shall reimburse the Conservancy for reasonable costs incurred in connection with review of any proposals. The Conservancy may waive review of and consent to any change which it deems to be in substance.

5.4 Standards and Timetable for the Conservancy's Decision. Where the Conservancy's consent is required, the Conservancy shall grant or withhold its consent in writing within 35 days of the Landowner's request for consent accompanied by plans and other materials the Conservancy deems sufficient for its review. The Conservancy may withhold consent only upon a reasonable determination by the Conservancy that the Landowner's proposal would be inconsistent with the purposes or specific provisions of this Conservation Easement. The Conservancy may grant its consent subject to reasonable conditions which must be satisfied. If the Conservancy fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Landowner consents to a longer period of time for review and discussion with the Conservancy. The actual clearing of land and the completed structure or other improvement shall conform in all material respects to the plans that receive the consent of the Conservancy.

6 Conservancy's Remedies for Violation of Easement
6.1 Notice of Violation; Corrective Action. If the Conservancy determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the Conservancy shall give written notice to the Landowner of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Conservancy.

6.2 Injunctive Relief. If the Landowner fails to cure the violation within 30 days after receipt of notice thereof from the Conservancy, or under circumstances where the violation cannot reasonably be cured within the 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, the Conservancy may bring an action at law or suit in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such an injury.

6.3 Damages. The Conservancy shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.

6.4 Emergency Enforcement. If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the Conservancy may pursue its remedies under this Section 6 without prior notice to the Landowner or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. The Conservancy's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Landowner agrees that the Conservancy's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the Conservancy shall be entitled to the injunctive relief described in Section 6.2, both prohibitive and mandatory, in addition to such other relief to which the Conservancy shall be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Conservancy's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity or pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

6.6 Costs of Enforcement. All reasonable costs incurred by the Conservancy in enforcing the terms of this Conservation Easement against the Landowner, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by the Landowner's violation of the terms of this Conservation Easement, shall be
borne by the Landowner; provided, however, that if the Landowner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

6.7 Forbearance. Forbearance by the Conservancy to exercise its rights under this Conservation Easement in the event of any breach of any term by the Landowner shall not be deemed or construed to be a waiver by the Conservancy of such term or of any of the Conservancy’s rights under this Conservation Easement or at law or in equity. No delay or omission by the Conservancy in the exercise of any right or remedy upon a breach by the Landowner shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. The Landowner hereby waives any defense of laches, estoppel or prescription.

6.9 Effect of Lot Line Adjustment or Subdivision. After any lot line adjustment or subdivision of the Property permitted by Section 4.16 into parcels having differing ownership, references in this Section 6 to the Landowner shall mean any or all of the owners of the parcel that is the subject of the violation, but the Conservancy shall use reasonable efforts to give notice of the violation to the owners of all of the parcels comprising the Property.

7 Amendment and Waiver

7.1 Amendment. This Conservation Easement may be amended by a recorded instrument signed by the then owner of the Property (or of the parcel of the Property affected by such amendment) and by the Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law, Section 170(b) of the Internal Revenue Code, and any regulations promulgated pursuant thereto. The Conservancy shall have no right or power to agree to any amendment that would result in this Conservation Easement failing to qualify as a valid conservation easement under Article 49, Title 3 of the Conservation Law.

7.2 Waiver. The Conservancy may on a case-by-case basis waive any provision of this Conservation Easement that it deems not to be essential in fulfilling this Conservation Easement’s conservation purposes. Such waivers may not be granted with respect to the number of residences that may be built. Any such waiver must be supported by a written finding in the minutes of the meeting of the Conservancy at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the conservation purposes of this Conservation Easement. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(b) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Conservancy’s board of directors approving such waivers shall be kept in the Conservancy’s permanent file with this Conservation Easement. The Conservancy shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to
this Section was undertaken pursuant to an approved waiver of this Conservation Easement.

8 Costs, Liabilities, Taxes and Environmental Compliance

8.1 Owner to Pay Taxes and Assessments. Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills or other evidence of payment to the Conservancy upon request.

8.2 Representations and Warranties. The Landowner represents and warrants that after reasonable investigation and to the best of its knowledge:

8.2 (a) Any handling, transportation, storage, treatment or use of any substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, that has occurred on the Property prior to the date of this Conservation Easement has been in compliance with all applicable federal, state and local laws.

8.2 (b) The Landowner and the Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Property and its use.

8.2 (c) There is no pending or threatened litigation in any way affecting, involving or relating to the Property.

8.2 (d) No civil or criminal proceedings or investigations are now pending, and no notices, demands or claims have been received that are now pending, arising out of any violation or alleged violation of any federal, state or local law applicable to the Property or its use.

8.3 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") or other applicable law.

8.4 Hold Harmless. The Landowner shall hold harmless, indemnify and defend the Conservancy and its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively, "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation reasonable attorneys' fees, arising from or in any way connected with (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused by the negligence of any of
the Indemnified Parties, (b) claims arising out of or in any way related to the existence or administration, performed in good faith, of this Conservation Easement, except to the extent caused by the negligence of any of the Indemnified Parties, and (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties. In the event any claim is asserted which may give rise to liability under the foregoing indemnity, (a) the Conservancy shall give the Landowner prompt notice thereof, (b) the Landowner may defend the same with counsel selected by the Landowner, subject to the Conservancy's reasonable approval, (c) the Conservancy shall cooperate with the Landowner in the defense thereof, and (d) the Conservancy shall not settle any such claim without having received the Landowner's prior written consent therefor.

9 Sale, Transfer and Subdivision of the Property

9.1 Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance of any interest in the Property, including without limitation any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Conservation Easement Deed dated 20 and recorded in the Dutchess County Clerk's Office on 20, Document #________. The failure to include such language shall not affect the validity or applicability of this Conservation Easement.

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

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

9.4 Notice and Effect of Lot Line Adjustment or Subdivision. Upon a lot line adjustment or subdivision of the Property (permitted by the terms of this Conservation Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Conservancy. Regardless of whether such notice is given, after any such subdivision this Conservation Easement shall be deemed to create separate
easements on each such parcel, references in this Conservation Easement to the Property shall be
deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to
each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any
parcel shall have any responsibility or liability to the Conservancy for any violation of this
Conservation Easement which may occur on any other parcel of the Property.

9.5 Allocation of Permitted Structures. In any deed of conveyance of a portion of
the Property, the Landowner thereof shall, if appropriate, allocate to the portion being conveyed
the right to build a specified number of structures and other improvements whose total number is
limited by this Conservation Easement. If such deed fails to so allocate, then no right to build
shall be allocated to the portion conveyed. In no event shall there be allocated to the portion
being conveyed a greater number of structures and other improvements than the number allowed
on the portion of the Property owned by such Landowner immediately prior to such conveyance.

10 Miscellaneous Provisions

10.1 Assignment by Conservancy to Another Organization. This Conservation
Easement may be assigned by the Conservancy by a written instrument duly executed by the
Conservancy and recorded in the Dutchess County Clerk’s Office, provided, however, that an
assignment may be made only after at least 20 days’ prior written notice to the owner or owners
of the Property and only to a not-for-profit conservation organization (or, with the consent of the
Landowner, a public body) within the meaning of Article 49, Title 3 of the Conservation Law
that is qualified to be the grantee of tax-deductible conservation easements pursuant to Section
170(h) of the United States Internal Revenue Code of 1986, as amended.

10.2 Acts Beyond the Landowner’s Control. The Landowner and the Conservancy
shall not be under any duty to prevent, and shall not be liable for, any violations of this
Conservation Easement caused by natural processes, by disasters, by force majeure, including,
without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the
Landowner under emergency conditions to prevent, abate or mitigate significant injury to the
Property resulting from such causes, or by third parties whose presence on the Property has not
been authorized by the Landowner or the Conservancy. The Conservancy may enter the Property
to remedy any third-party violation that has not been remedied by the Landowner, with
reasonable prior notice to the Landowner and at the Conservancy’s sole cost and expense.

10.3 Extinction of Development Rights. The parties agree that all development
rights not reserved herein are extinguished and that the Property’s acreage may not be used to
calculate permissible density or lot yield for any other land.

10.4 Estoppel Certificates. Within 20 days after any request by the Landowner, the
Conservancy shall execute and deliver to the Landowner any document, including an estoppel
certificate, that may be requested by the Landowner which certifies, to the best of the
Conservancy’s knowledge, the Landowner’s compliance with any obligation of the Landowner
contained in this Conservation Easement or otherwise evidence the status of this Conservation
Easement. Such certification shall be limited to the condition of the Property as of the
Conservancy's most recent inspection. If the Landowner requests a more current certification, the Conservancy shall conduct an inspection at the Landowner's expense, within 30 days of receipt of the Landowner's request for it.

10.5 Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid (or by such other means as the parties may agree), addressed as set forth in the first paragraph of this Conservation Easement, or to such other address as either party may from time to time designate by written notice to the other.

10.6 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of Article 49, Title 3 of the Conservation Law. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement shall be favored over any interpretation that would render it invalid.

10.7 Severability. Invalidation of any provision of this Conservation Easement, by court judgment or order, statute or otherwise, shall not affect the validity of any other provisions, which shall be and remain in full force and effect.

10.8 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

10.9 Joint Obligations. The obligations imposed by this Conservation Easement upon the Landowner's shall be joint and several.

10.10 Successors. The covenants, terms, conditions and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereof and their respective personal representatives, heirs and assigns. All references to the Landowner shall include the above-named Landowner and its personal representatives, heirs, successors and assigns. All references to the Conservancy includes the above-named Conservancy and its successors and assigns.

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

10.12 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
11 Qualified Conservation Contribution Covenants.

11.1 Continuity. The Conservancy agrees that it will assign this Conservation Easement only to an assignee which agrees to continue to carry out the conservation purposes of this Conservation Easement. This Conservation Easement may only be assigned to an assignee which is a qualified organization as defined in Section 170(b) of the Code, or any successor provisions then in effect, and the regulations thereunder. Any assignee other than a governmental unit must be an entity authorized to acquire and hold conservation easements under New York law, able to enforce this Conservation Easement, having purposes similar to those of the Conservancy which encompass those of this Conservation Easement.

11.2 Notice of Exercise of Certain Rights. Landowner agrees to give the Conservancy written notice before exercising any right reserved hereby, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement.

11.3 Inspection. The Conservancy, by its duly authorized representatives, shall have the right to enter the Property at reasonable times, in a reasonable manner, and, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.

11.4 Extinguishment.

11.4 (a) The Landowner and the Conservancy acknowledge that the granting of this Conservation Easement constitutes the donation to the Conservancy of a fully vested interest in the Property.

11.4 (b) If and when the restrictions contained in this Conservation Easement are involuntarily extinguished by eminent domain taking or otherwise, the Landowner and the Conservancy agree to divide any proceeds paid for the fair market value of the land in proportion to the fair market values of their interests in the property as of the date of delivery of this conservation easement deed, unless the laws of New York provide otherwise. The Landowner and the Conservancy shall define their proportionate interests as follows: the value of the easement shall be the numerator and the value of the unimproved land prior to granting the easement shall be the denominator. At the time of extinguishment, this fraction shall be applied to the value of the land only and not to the value of any improvements made by the Landowner. For purposes of this Section, the Landowner and the Conservancy agree that the value of the Conservancy’s interest on the date of delivery of this Conservation Easement shall equal the amount by which the fair market value of the Property immediately prior to the delivery of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. The Conservancy agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Conservation Easement.

11.4 (c) If this Conservation Easement is extinguished pursuant to a judicial proceeding initiated by the Landowner or its successors, the Landowner shall pay to the Conservancy the greater of the amount specified in Section 11.4 (b) and the fair market
value of the Conservation Easement on the date of judicial extinguishment, as determined by independent appraisal, the cost of which shall be divided equally between the Landowner and the Conservancy.

11.5 Existing Conditions. This Conservation Easement is granted subject to any existing conditions shown on the Conservation Easement Map or on photographs or other materials agreed upon in writing as baseline documentation by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNER
Religious of the Sacred Heart, New York
Province, Inc. D/B/A Sprout Creek Farm

By __________________________
Name: Jean Ford
Title: Secretary

DUTCHESS LAND CONSERVANCY,
INC.

By __________________________
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
SS.
DUTCHESS COUNTY )

On the 1st day of March, in the year 2006 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

______________________________
Kristen L. Anderson
Notary Public

KIRSTEN L. ANDERSON
Notary Public, State of New York
No. 01A6501016
Qualified in Dutchess County
Commission Expires 11/14/2025
STATE OF NEW YORK

SS:
DUTCHESS COUNTY

On the 16th day of March, in the year 2006 before me, the undersigned, personally appeared Rebecca E. C. Theriault, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

KRISTEN L. ANDERSON
Notary Public, State of New York
No. 01AN0091016
Qualified in Dutchess County
Commission Expires 11/13/06
EXHIBIT A

Description of the Property

ALL that tract or parcel of land situate in the Town of LaGrange, County of Dutchess, State of New York bounded and described as follows:

BEGINNING at a point on the Westerly line of Lauer Road, said point being the intersection of the Southerly line of lands of Richard Marsh (Liber 1878 cp 587) with the said Westerly line of Lauer Road, and running thence along said Westerly line of Lauer Road Southeasterly 1000 feet more or less to lands now or formerly Somsberg; thence along the Northerly line of said lands of Somsberg Westerly 540 feet more or less to lands now or formerly the Arlington Central School District #1; thence along the Northerly line of said Arlington Central School District #1 Northwesterly 1050 feet to lands now or formerly Sams (Liber 1481 cp 30); thence along the Northwesterly line of said Sams Northwesterly 225 feet more or less to the Easterly line of Old Naxon Road; thence along said Easterly line of Old Naxon Road Northerly 60 feet more or less to lands now or formerly Hamish (Liber 887 cp 290); thence along the Easterly and Northerly line of said Hamish Northerly and Westerly 950 feet more or less to lands now or formerly Ribbinowitz (Liber 1914 cp 304); thence along the Easterly line of said Ribbinowitz Northerly 250 feet more or less to said lands of Richard Marsh (Liber 1878 cp 58); thence along the Southerly line of said Richard Marsh Easterly 150 feet more or less to the point of beginning.

Containing 22.9 acres of land, more or less.

ALL that tract or parcel of land situate in the Town of LaGrange, County of Dutchess, State of New York described as follows:

GRID NO. 133400-6459-01-253974-0000

ALL that tract or parcel of land situate in the Town of LaGrange, County of Dutchess, State of New York bounded and described as follows:

BEGINNING at a point on the westerly line of Lauer Road, said point being the intersection of the northerly line of lands now or formerly Defino (Liber 1814 cp 41) with the westerly line of Lauer Road, and running thence along the northerly line of Defino and the northerly line of lands now or formerly Richard Marsh (Liber 1878 cp 587) westerly 1240 feet more or less to lands now or formerly Ribbinowitz (Liber 1914 cp 304); thence along the easterly line of said lands of Ribbinowitz and the easterly line of Lot #1 & #2 filed Map #5467; Northwesterly 1775 feet more or less to lands now or formerly Steight (Liber 1964 cp 392); thence along the southerly line of said lands of Steight Easterly 1350 feet to lands now or formerly Rendles (Liber 1400 cp 720) thence along the westerly line of said lands of Rendles southerly 1100 feet to Lauer Road; thence along the westerly line of said Lauer Road southerly 250 feet more or less to lands now or formerly Lovell (Liber 1895 cp 61); thence along the northerly line of said Lovell westerly 250 feet more or less; thence along the westerly line of said Lovell and the westerly line of Reed (Liber 1703 cp 172), and Ferrai (Liber 1118 cp 674) southerly 700 feet more or less to the southwest corner of said lands of Ferrai; thence along the southerly line of said lands of Ferrai Easterly 250 feet more or less to the westerly line of Laura Road; thence along the said westerly line of Laura Road southerly 50 feet more or less to the point of beginning.

Containing 52 acres of land, more or less.
ALL that certain lot, piece or parcel of land situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York being more particularly bounded and described as follows:

Beginning at a point on the westerly bounds of Lauer Road, where the same is intersected by the common division line between the premises herein described on the south (Lot #2) and Lot #1 on the north, all as shown on the survey map referenced may; thence along said common division line South 89° 21' 03" West, 506.43 feet to a point; thence along the westerly bounds of Lot #1 North 08° 17' 00" West, 454.12 feet to a 40" Maple tree; thence along a portion of the northerly bounds of Lot #1 North 79° 53' 59" East, 220.42 feet to an iron pin; thence along lands now or formerly of Joseph and Maryrose Defino, Jr. North 14° 22' 11" West, 250.18 feet to an iron pin; thence along lands now or formerly of Margery Marsh, South 79° 53' 59" West, 348.45 feet; thence continuing along lands now or formerly of Margery Marsh South 59° 20' 38" West, 388.84 feet and South 63° 04' 23" West, 269.71 feet to a point; thence along lands now or formerly of Sarah Rabinowitz, South 15° 38' 22" East, 475.39 feet to a point; thence along lands now or formerly of Margery Marsh, South 87° 49' 56" East, 1,335.80 feet to a point on the westerly bounds of Lauer Road; thence along the westerly bounds of Lauer Road the following four (4) courses and distances: 1) North 18° 09' 00" West, 119.32 feet; 2) North 22° 08' 43" West, 143.02 feet; 3) North 18° 13' 57" West, 89.49 feet and 4) North 12° 49' 44" West, 30.38 feet to the point and place of beginning.

BEDROG Lot 2 as shown on map entitled “Map Of Subdivision for Richard L. & Patricia C. Marsh, Town of LaGrange, Dutchess Co., N.Y.” made by Peter R. Hartis, L.L.S dated February 16, 2000 and revised April 25, 2000 and filed in the Dutchess County Clerk’s Office on June 27, 2000 as Map No. 1102B.

Containing 16.72 acres of land more or less.
Legend
Property Boundary
10 Foot Contour
50 Foot Contour
Road
Farm Road
Powerline
Treatline
Stream
Pond
Wetland

Shading indicates Preservation Area

Exhibit B:
Conservation Easement Map
Sprout Creek Farm
96-Acre Property
Lazar, Nason, and Old Nason Roads, Town of LaGrange
Dutchess County, NY
Scale: 1 inch = 500 feet
0.42 Acres +/-
CONSERVATION EASEMENT DEED

Between

RELIGIOUS OF THE SACRED HEART, NEW YORK PROVINCE, INC. D/B/A
SPROUT CREEK FARM

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

March 1, 2006

Record and Return To:
Dutchess Land Conservancy
2908 Route 44
Millbrook, New York 12545