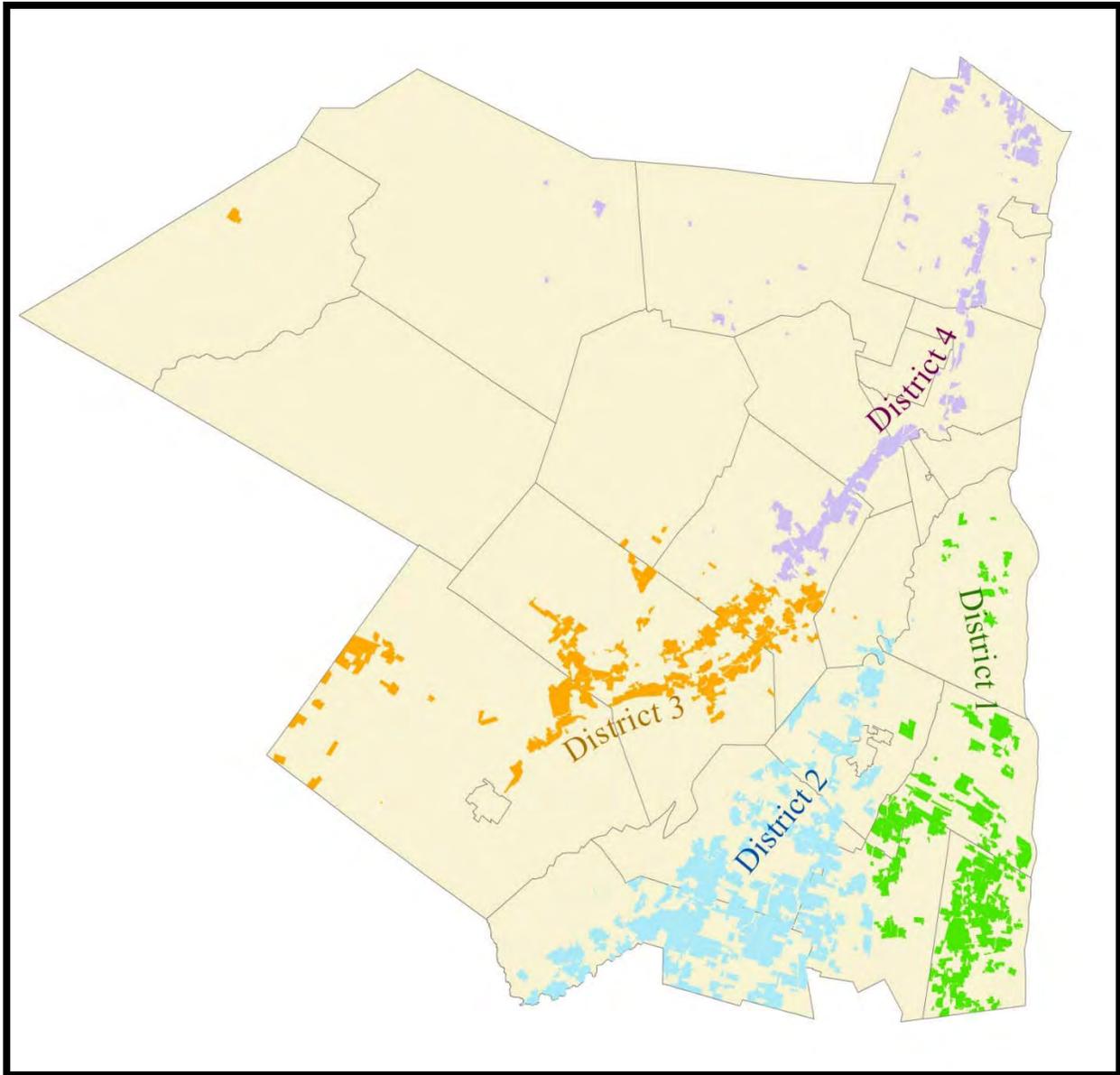


2013 Agricultural Districts Inclusions Report to the Ulster County Legislature

from the

Agricultural & Farmland Protection Board



Prepared by:
Ulster County Planning Dept.
July 12, 2013

Purpose

To provide the Ulster County Legislature with the requisite information to execute the legislative requirement concerning the inclusion of land into agricultural districts.

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Inclusion Applications and AFPB Slideshow
are filed with the Clerk of the Legislature

Acknowledgements

John Valk, Jr., *Chair*, Ulster County Agricultural & Farmland Protection Board

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John Valk

John Gill

Al Wegener

Hector Rodriguez

Background

Pursuant to NYS Agriculture & Markets Law (AML), Article 25 AA Section 303-b, directing county legislative bodies to designate an annual thirty-day period during which landowners may request inclusion of predominantly viable agricultural land into an existing certified agricultural district, the Ulster County Legislature adopted Resolution 322 on December 4, 2003, designating March 1 through March 30 as the specified annual period.

Accordingly, a Notice of 30 Day Review was issued to all Town/Village/City Clerks in Ulster County on February 15, 2013 to be posted in their respective municipal halls. A press release regarding the Annual Additions was also sent on February 15, 2013 to 58 newspapers, magazines, radio stations, television stations and internet publicity sites. The 30 Day Notice of Review was also published on the Ulster County Planning Department website.

During the time period of March 1 through 30, 2013, applications from 12 landowners were received requesting the inclusion of 19 parcels, totaling approximately 516 acres into three of the four existing certified agricultural districts in Ulster County. No applications for Agricultural District #1 were submitted this year. Staff from the Ulster County Planning Dept. (UCPD) reviewed the applications for completeness, current agricultural district status and legal ownership.

The applicants were notified of the date and time for a proposed site visit. All twelve sites were visited. Staff from Cornell Cooperative Extension (CCE) and Ulster County Planning (UCPD) made site visits to applicants' lands on May 2, 8, and 15, 2013.

Applications were formally transmitted by the Legislature to the Agricultural and Farmland Protection Board (AFPB) by letter on June 14, 2013. CCE and UCPD staff provided documentation of the site visits to the AFPB at its July 11, 2013 meeting. The AFPB is required to evaluate the applications as to conformance with Agriculture and Markets Law (AML) and make recommendations to the Ulster County Legislature. The AFPB after consideration of the applications in accordance with AML, recommends the inclusion of 18 of the 19 parcels submitted for a total addition of 503 acres into three of the four Certified Agricultural Districts in Ulster County. The AFPB voted on each application individually. The full report of the AFPB, actions and any correspondence it received is included as appendices to this report which is filed with the Clerk of the Legislature. Since the Annual Inclusion program began in 2004, Ulster County has added 178 parcels, 6,179 acres to its Ag. Districts.

Pursuant to the AML and Resolution 177 of the Ulster County Legislature adopted on June 18, 2013, a Public Hearing will be held on Tuesday, July 23, 2013 at 7:00 PM in the Legislative Chambers, Ulster County Office Building, 244 Fair Street, Kingston NY. The notice of the Public Hearing was published in the Saugerties Post Star and in the five editions of Ulster Publishing newspapers on July 11, 2013. Municipalities containing lands for which inclusion was applied for were notified of the Public Hearing by regular e-mail on July 10, 2013.

Action Required

The Ulster County Legislature is required to adopt a resolution regarding the inclusion of additional lands into Agricultural Districts. In so doing, the Legislature is free to accept, reject or modify the recommendations of the Agricultural and Farmland Protection Board.

Upon the adoption of the resolution, the Ulster County Legislature shall submit the resolution, the report of the AFPB, tax map ID numbers and tax maps for each parcel of land to be included to the Commissioner of Agriculture and Markets.

Within thirty days of receipt of the resolution, the Commissioner shall certify to the Ulster County Legislature whether the inclusion is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the district(s). If certified by the Commissioner, the land shall become part of the district(s) immediately.



Sunfrost Farms – Woodstock



ULSTER COUNTY

AGRICULTURAL AND FARMLAND PROTECTION BOARD

c/o Ulster County Planning Dept.
244 Fair St.
PO Box 1800
Kingston, N.Y. 12401

John Valk, Jr., Chair
(845) 895-2900
jvalkjr@hvc.rr.com

July 12, 2013

Ulster County Legislature
P.O. Box 1800
Kingston, NY 12401

Dear Legislators:

Subject: Agriculture and Markets Law (AML) Section 303-b; Land Owner
Requests for Inclusion of Predominantly Viable Agricultural Land in an
Existing Certified Agricultural District

In accordance with Section 303-b of the AML, the Ulster County Agriculture and Farmland Protection Board (AFPB) has reviewed 12 landowner requests for 2013 inclusion of 19 land parcels into existing Agricultural Districts at the AFPB meeting on July 11, 2013.

It is the recommendation of the AFPB that the legislature include 18 parcels noted "Include in District" in the attached report, into the specified agricultural district, as the AFPB has found that these parcels consist predominantly of viable agricultural land and the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry in these districts.

The AFPB has also recommended that 1 parcel not be included in the Agricultural Districts Program. This application is identified by the recommendation "Do Not Include" in the report.

Respectfully Submitted,

John Valk, Jr.
Chair, Ulster County Agriculture and Farmland Protection Board.

JV:vc
Enc. Details of AFPB Recommendations – 2013 Additions to UC Ag. Districts

2013 Inclusions to Ulster County Certified Agricultural Districts: Details of AFPB Recommendations

<u>Town</u>	<u>AFPB Recommendation</u>	<u>Applicant</u>	<u>District</u>	<u>Parcel ID #</u>	<u>Acres</u>
MARBLETOWN					
	Include in District				
		Ryan Bernholz and Ellen Paternoster	3	69.1-5-1.100	33.0
		Peter Buffett	4	54.4-3-60	45.1
		Peter Buffett	4	54.4-3-61	2.8
		Peter Buffett	4	54.4-3-62	2.2
		Arnold M. Elliott	4	62.3-2-23.100	50.0
		Michael McDonough	4	54.3-1-2	27.5
		Maryann Murphy	4	62.3-2-23.200	2.7
NEW PALTZ (TOWN)					
	Include in District				
		Vincent Woolsey	2	70.4-5-8.110	38.8
ROSENDALE					
	Include in District				
		H. Stephen and Robin Larsen	2	70.4-1-42.111	208.1
		H. Stephen and Robin Larsen	2	70.4-1-41.110	11.9
		H. Stephen and Robin Larsen	2	70.4-1-41.200	3.3
SHANDAKEN					
	Include in District				
		Kevin H. Lancaster	4	25.15-1-38.200	19.3
ULSTER					
	Do Not Include				
		Terri L. Valenti	4	48.13-2-1	13.4
WAWARSING					
	Include in District				
		Devin Blagbrough and Susan Griswold	3	81.1-2-17.2	10.6
		Devin Blagbrough and Susan Griswold	3	81.1-2-18.100	15.2
		Tim McInerney	3	81.1-2-19.100	18.1
		Tim McInerney	3	81.1-2-20	12.0
WOODSTOCK					
	Include in District				
		Matthew Ballister	4	27.13-1-2	1.0
		Matthew Ballister	4	27.13-1-5	1.5

Ulster County 2013 Agricultural Districts Inclusions

Summary by Agricultural District								
District	Current Data		2013 Applications		Recommend Inclusion		Prospective Total	
	Parcels	Acres	Parcels	Acres	Parcels	Acres	Parcels	Acres
1	741	14,927	0	-	0	-	741	14,927
2	629	27,684	4	262	4	262	633	27,946
3	483	16,236	5	89	5	89	488	16,325
4	329	10,319	10	165	9	152	338	10,471
Total	2,182	69,166	19	516	18	503	2,200	69,669

Summary by Municipality								
Municipality	Current Data		2013 Applications		Recommend Inclusion		Total w/Inclusions	
	Parcels	Acres	Parcels	Acres	Parcels	Acres	Parcels	Acres
Esopus	31	940					31	940
Gardiner	208	7,714					208	7,714
Hardenburgh	2	580					2	580
Hurley	30	1,221					30	1,221
Kingston (T)	1	9					1	9
Lloyd	190	5,001					190	5,001
Marbletown	207	6,329	7	163	7	163	214	6,492
Marlborough	412	6,856					412	6,856
New Paltz (T)	85	4,583	1	39	1	39	86	4,622
New Paltz (V)	4	39					4	39
Olive	7	264					7	264
Plattekill	170	5,326					170	5,326
Rochester	264	7,740					264	7,740
Rosendale	8	396	3	223	3	223	11	619
Saugerties	145	3,978					145	3,978
Shandaken	10	203	1	19	1	19	11	222
Shawangunk	265	11,828					265	11,828
Ulster (T)	56	1,454	1	13			56	1,454
Wawarsing	75	4,487	4	56	4	56	79	4,543
Woodstock	12	219	2	3	2	3	14	222
Total	2,182	69,166	19	516	18	503	2,200	69,669

Appendices

1. Correspondence
2. Voting Results on Agricultural District Inclusions from 7/11/2013 AFPB meeting

**RUSK
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July 11, 2013

Ulster County Agriculture and Farmland Protection Board
Ulster County Office Building
PO Box 1800
Kingston, NY 12402

**Re: Application of Terri Lynn Valenti
SBL: 48.13-2-1**

Dear Sir/Madam:

I write in my capacity as Attorney for the Town of Ulster to express various concerns of the Town of Ulster regarding the application of Terri Lynn Valenti for inclusion of the parcel identified as SBL: 48.13-2-1 into a certified agricultural district. There are too many unanswered questions about this application that suggest the application should be denied this year without prejudice.

The Board should be aware that the Town Board of the Town of Ulster held a public hearing on June 20 regarding the property. Nearly all of the neighboring property owners objected to the placement of a farm on the property in question. Please note that the property in question has been vacant for at least 40 or 50 years, and it borders approximately 5 or 6 houses.

More importantly, the property in question, which is identified as 158 Forest Hill Drive, does not actually have accessible road frontage on any public or private road. Therefore, the only way to gain access to the premises is through the property in which the applicant is living in, at 162 Forest Hill Road. Not only does this access not fall into compliance with the Town Code or Town Law Section 280-a, it is not appropriate to access a farm through the front yard of a residential subdivision plat. The issue of access can be best handled through the Town Board and Planning Board of the Town of Ulster, and I suggest that allowing the applicant to resolve this issue at the Town level is appropriate at this time before the issue of the agricultural district is resolved.

I further note that there is a restrictive covenant on the deed for 162 Forest Hill Drive which prohibits using this property as a roadway, right-of-way, or access easement to gain access to the proposed farm property. This is further support for the view that Ms. Valenti needs to resolve the issue of access to her property at the town level before inclusion in an agricultural district should be considered.

I have reviewed the application that is pending before the board, and I note that only two (2) owners of the property in question signed the application. The board should be aware that according to the deed to the property, which was recorded on March 5, 2013 with the Ulster County Clerk, there are five owners. I further note that the deed in question is a quitclaim deed, so the issue if the applicant has clean title to the property is an open question.

July 11, 2013

Page 2

Nearly all of the other applications that your Board is considering at your July 11 meeting are either full-fledged farms or farms are well into the planning process. The present application, while having great potential, has many unanswered questions about the scope of agricultural operations.

Since there are many issues regarding this property, I ask that the board delay making a decision on agricultural district status until these questions are answered. Thank you.

Very truly yours,

RUSK WADLIN HEPPNER & MARTUSCELLO, LLP



Jason J. Kovacs

JJK/mc

cc: Hon. James E. Quigley 3rd, Town Supervisor
James Maloney

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July 10, 2013

Ulster County Agriculture and Farmland Protection Board
Mr. John Valk, Chairman
c/o Ulster County Department of Planning
Mr. Dennis Doyle, Director
244 Fair Street
PO Box 1800
Kingston, New York 12402

RE: Farmland of Valenti, et. al. as Proposed for Inclusion
Within an Agricultural District Situate Within the
Town of Ulster: Memorandum

Dear Chairman Valk and Board Members:

I have been recently retained to represent Ms. Terri Valenti, d/b/a Toll Gate Farm 28, in connection with the above referenced matter and I submit this Memorandum for your consideration in making your recommendation as to the inclusion of my client's 14.3 acre parcel within Agricultural District #4 pursuant to Section 303-b of the Agriculture and Markets Law of New York State. [A copy of the relevant portion of the Town of Ulster Tax Map is annexed hereto as Exhibit "A".]

An examination of the relevant statutory authority shows that the standard for inclusion of agricultural lands within an existing Agricultural District primarily turns upon whether the land at issue is, "predominantly viable agricultural land". [See, Section 1303-b of the Agriculture and Markets Law of New York State.]

In this regard, I note that my client has been actively engaged in agriculture upon the densely wooded land at issue and there are no Building Code or Zoning Law Violations associated therewith. Currently, the farm consists of modest numbers of chickens and ducks, two (2) cows, four (4) pigs and a pony. The farm is not utilized for on-site processing or slaughter, no retail marketing is planned for the site and my client is a careful steward of the land.

It is further noted that my client's lands are situated within the R-60 Zoning District of the Town of Ulster, wherein agricultural uses ["farming operations" and "agricultural operations"] are permitted, "as of right". [A copy of the relevant portion of the Town of Ulster Table of Use Regulations is annexed hereto as Exhibit "B".] Accordingly, the Town of Ulster has recognized the importance of agricultural viability within the R-60 Zoning District and the inclusion of permitted use within a Zoning District is tantamount to a legislative finding that the use is in harmony with the existing neighborhood. WEOK Broadcasting Corp. v. Planning Board of the Town of Lloyd, 79 NY2d 373 (1993).

The foregoing is offered in order to address the opposition and attendant misinformation which is being forwarded to the Agricultural and Farmland Protection Board by opponents of my client's farm operation. Based upon my review of the applicable law, there is no legal pathway for the farm opponents to use the Town of Ulster Zoning Law to derail my client's lawful agricultural use of the 13.4 acre parcel. See also, Town of Lysander v. Hafner, 96 NY2d 558 (2001), Lewis Family Farm, Inc. v. New York State Adirondack Park Agency, 64 AD3d 1009 (3rd Dept, 2009).

Nor may the deed covenants and restrictions, which are applicable to the lands of Paul Newsome, [said lands of Newsome serving as the location of the current access to the agricultural parcel] serve as any kind of prohibition of the farming enterprise. [A copy of Mr. Newsome's Deed is annexed hereto as Exhibit "C".] Parenthetically, lands of Newsome are located within the R-30 Zoning District, wherein "agricultural uses" are also permitted, "as of right".

With respect to the deed covenants and restrictions, it is my understanding that the farm opponents have argued that the following Deed language [which is in the chain of title to the lands of Newsome], should be used by the Agricultural and Farmland Protection Board, as well as the Ulster County Legislature, to prohibit my client's farm from being included within the Agricultural District:

"Subject to the further covenant and restriction applicable to the premises hereby conveyed that no public road and no right of way or easement for a right of way shall be given, constructed or maintained upon the said premises. This shall not

prevent, however, the party of the first part from constructing or maintaining or granting to any proper public authority the right to construct and maintain public roads upon the remaining premises owned by the party of the first part." [A copy of the relevant portion of the predecessor in title Deed is annexed hereto as Exhibit "D".]

However, the project opponents are mistaken as a matter of law in their conclusion. This owes itself to several factors; to wit:

a) There is no "public road", "right of way" or "easement" being currently used to access the 13.4+/- acres over the lands of Newsome. The arrangement presently consists of an oral License, at this time, which is revocable at will by Mr. Newsome. A written Irrevocable License Agreement is planned to be entered into by Ms. Valenti and Mr. Newsome upon review by Mr. Newsome's attorney. [A copy of the draft version of this Agreement is annexed hereto as Exhibit "E".] A plain reading of the call of the Newsome Deed covenant and restriction aforesaid clearly evidences no prohibition upon the employment of an Irrevocable License in this manner.

b) A review of both the Town of Ulster Zoning Law and the Town of Ulster Subdivision Regulations shows that direct frontage upon a roadway is not required for access to the agricultural uses employed upon my client's lands. Section 190-4 of the Town of Ulster Zoning Law does require minimum frontage of 20 feet for a "residential use". Please note, my client currently resides in Mr. Newsome's house under a periodic (month to month) tenancy and at the location of the licensed access.

c) Upon information and belief, the 13.4+/- acres of lands owned by my client are part of the original Kingston Commons and possess deeded grants of easement(s) and right-of-way(s) which cannot be adversely affected, cut off or revoked by subsequent recorded instruments; most notably, Filed Map #7444A and Liber 1287 of Deeds, at Page 302. [A copy of my client's Deed is annexed hereto as Exhibit "F".]

d) The access prohibition which the project opponents are purportedly forwarding is not part of any legislatively enacted law, nor is the same operative as a result of the language of the Newsome Deed [see paragraph a above]. Accordingly, neither the Town of Ulster, the Agricultural and Farmland Protection Board, nor the Legislature, is charged with overseeing private

agreement review. Chamber v. Old Stone Hill Road Associates, 1 NY3d 424 (2004).

These several authorities are limited to determining whether the farm use complies with Local Zoning and the comportment of my client with statutory dictates of the relevant provisions of the Agriculture and Markets Law of New York State. Friends of the Shawangunks Inc. v. Knowlton, 101 AD2d 303 (3rd Dept, 1984), Your Money, Inc. v. Planning Board of the Town of Huntington, 5 Misc3d 1002 (2004). This owes itself to the fact that Zoning Laws and New York State Statutes are legislatively enacted and deeded easement recitals are a matter of private agreement. Chambers, supra, Gersten v. Cullen, 203 AD2d 744 (3rd Dept, 1994).

e) Anticipated efforts by the project opponents to have the Town of Ulster prohibit the use of my client's lands for the agricultural uses thereon would be violative of her vested rights to continue the lawfully established farm use. Ellington Construction Company v. Zoning Board of Appeals of North Hempstead, 77 NY2d 114 (1991).

Moreover, such efforts would be pre-empted and superceded by the New York State Department of Agriculture and Markets state wide statutory scheme, whether the farm operation is included within the Agricultural District or not. Village of Lacona v. New York State Department of Agriculture and Markets, 51 AD3d 1319 (3rd Dept, 2008).

It is clear to your writer that the farm opponents are seeking to assert political pressure to serve as the pretext for their real agenda; which is to prohibit the use of my client's lands for anything other than wooded open space. I have little doubt that if my client proposed a residential subdivision, or other development for the 13.4 acres, many of the same opponents would vehemently oppose the same.

Finally, the agricultural use at issue is classified as a Type II Action under SEQRA [6 NYCRR Part 617.5(c)(3)], and as such is precluded from environmental review. Therefore, farm opponent aphorisms as to the effect of the farm upon the character of the neighborhood, decline in property values, traffic and/or other like "environmental" and/or generalized community concerns, afford no probative value, beyond pure conjecture, addressing the determination of whether the parcel should be included within the Agricultural District. Kinderhook Development LLC v. City of Gloversville Planning Board, 88 AD3d

1207 (3rd Dept, 2011, lv. to app. den. 18 NY3d 805 (2012),
Frampton v. Town of Lloyd Zoning Board of Appeals, 114 AD2d 670
(3rd Dept, 1985).

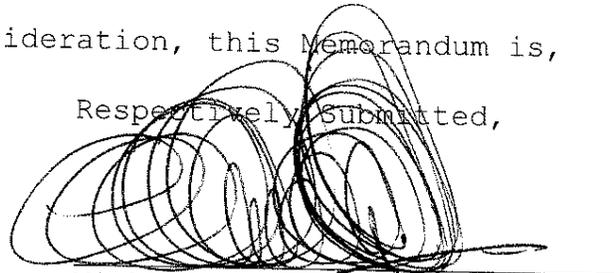
I urge the Agriculture and Farmland Protection Board not to bow to political pressure by farm opponents having no legal basis for their claims. The instant case classically demonstrates that the continued protection of agriculture in Ulster County depends, in large measure, upon the strength of local officials to resist precedent setting hyperbole in rendering Agricultural District inclusion decisions.

Unfortunately, I will be with other clients in Westchester at the time of the July 11, 2013 Agriculture and Farmland Protection Board Meeting. Accordingly, I would like this Memorandum entered into the Record on behalf of my client.

Should you wish to discuss this matter further, I will make myself available at the board's convenience.

Thanking you for your consideration, this Memorandum is,

Respectively Submitted,

A large, dense, and somewhat chaotic handwritten signature in black ink, consisting of many overlapping loops and swirls.

Michael A. Moriello

MAM:def

Enclosures

cc: Ms. Terri Valenti
Ms. Bette Maxson
Mr. Dennis Doyle
Ulster County Legislature
Jason Kovacs, Esq.
Robert Cook, Esq.

EXHIBIT "A"



EXHIBIT "B"

§190-69

§190-69

ZONING
TOWN OF ULSTER, NEW YORK

TABLE OF USE REGULATIONS

KEY	R Recommended additions to comply with the language and intent of Sec. 190-12.2									Overlay Districts		Notes
	R(E) Use permitted by right, exempt from Site Plan Approval									TND	ROD	
	S Recommended additions subject to Special Permit Approval by Town Board									§190-12.1	§190-12.2	
	R-60	R-30	R-10	LC	HC	RC	OM	I				
A. Agricultural uses												
Agricultural operations	R	R	R	R	R	R	R	R				
Farming operations	R	R		R	R	R	R	R				
Forestry operations	S				S	S	S	S			See §190-25 E	
Horse stables	S					S	S					
Livestock keeping (commercial)	R							R				
Riding academies	S					S	S					
Vineyard	S					S	S	S				
B. Residential uses												
Assisted living facility	S			S	S	S	S					
Bed & breakfast establishment	S	S	S	S	S				R		See §190-25 J	
Dwelling, 1-family (detached)	R(E)	R(E)	R(E)	R(E)	R(E)	R(E)	R(E)		R			
Dwelling, 2-family (duplex)	R(E)	R(E)	R(E)	S	S	S	S		R			
Dwelling, 3 family (triplex)	R	R	R									
Dwelling, live-work facility									R			
Dwelling, multi-family (4 or more units)	S					S	S		R	R	See §190-25F&12.2C9	
Dwelling, residence above non-residential				S	S	S	S		R	R	See §190-12.1 & 12.2	
Dwelling, townhouse (1-family attached)	S	S	S						R			
Group Home	S	S	S									
Manufactured homes (single-family)	S						S				See §190-25 A	
Manufactured home parks	S	S	S				S				See §190-25 H	
Nursing homes				S	S	S	S					
Senior citizen housing	S	S	S								See §190-25 I	
C. General Community Facilities												
Cemeteries	S	S	S				S	S				
College or university	S	S	S	S	S	S	S	S	R	R		
Conservation preserves	R	R	R	R	R	R	R	R				
Country clubs	R	R	R	R	R	R	R					
Cultural institution									R			
Eleemosynary	R	R	R	R	R	R	R					
Flooding and protective structures									S			
Golf course and clubs	R	R	R	R	R	R	R					
Government buildings	S	S	S	S	R	R	R			R		
Home occupation	R(E)	R(E)	R(E)						S		See §190-14A & 25.1	
Hospitals				R	R	R	R			S		
House of worship	S	S	S	R	R	R	R		R			
Library	S	S	R	R	R	R	R					
Mass transit									S		See §190-12.1 E	
Membership clubs, private not-for-profit									S		See §190-12.1	
Museums and galleries					R	R	R		R	R		
Parking facilities and structures										R	See §190-12.2	
Places of assembly				S	S	S	S					
Recreation facility	S	S	S	S	S	S	S		R	R		
School of learning	S	S	S	S	S	S	S			R		
D. Business Uses												
Adult Business							S				See §190-16.1	
Art galleries and workshops					R	R	R		R	R		
Automotive garage and service center				S	R	R	R	R				
Automotive gasoline sales/convenience store				S	R	R	R					
Automotive sales and service				S	R	R	S					
Banks and lending institutions				R	R	R	R		R	R		
Bowling alleys					R	R	R			R		
Cafeterias & catering facilities				R	R	R	R			R	Accessory to ROD	
Campground	S				S	S	S					
Carwash					R	R	R					
Conference centers and banquet facilities									R	R		

EXHIBIT "C"

LIBER 2578 PAGE 0134

403



ULSTER COUNTY CLERK
RECORDING PAGE

Type of Document:	DEED	Recorded:	4/19/1996
Recording Charge:	\$ 17.00	At:	10:02 AM
Location:	ulster	In Liber:	2578
		Of:	DEED
Control No:	9604190027	On Page:	0134

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	96,930.00	Mortgage Amount:	.00
Received Tax on Above Deed;		Received Tax on Above Mortgage:	
		Basic:	.00 Exempt NO
		Additional:	.00 NO
		Special:	.00 NO
Total:	388.00	Total:	.00
TT No.	00004165	MT No.	

(THIS PAGE IS A PART OF THE INSTRUMENT)

Party 1: CITIBANK NA
Party 2: NEWSOME, PAUL W&OR

Albert Spada
ALBERT SPADA
ULSTER COUNTY CLERK

BRENDA HAGEDORN
PO BOX 3635
KINGSTON NEW YORK 12401

T 691

Standard N.Y. B.T.C. Form 8002; Bargain & sale deed.
with reversion against grantor's heirs—Ind. or Corp.: single sheet

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

LIBER 2578 PAGE 0135

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

THIS INDENTURE, made the 17th day of February, nineteen hundred and ninety six

BETWEEN Citibank, N.A., with an address at
c/o CMI, 15851 Clayton Road, Mail Station 323
Ballwin, Mo. 63011

party of the first part, and Paul W. Newsome and Donna Wilkening Newsome, with an address at
797 Gilliams Mt. Road
Charlottesville, Virginia

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Ulster, County of Ulster and State of New York, commonly known as 162 Forest Hill Drive, Kingston, New York 12401 and more fully described in Schedule A annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF



Citibank, N.A.

By:

[Signature]

CITIBANK, N.A. **BARBARA MESSER**
Assistant Vice President

Memo

LIBER 2578 PAGE 0136

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me personally came

On the _____ day of _____ 19____, before me personally came

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

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

MISSOURI
STATE OF NEW YORK, COUNTY OF ST. LOUIS

STATE OF NEW YORK, COUNTY OF

On the 12 day of February, 1996, before me personally came

On the _____ day of _____ 19____, before me personally came

to me known, who, ~~being by me personally sworn~~, did depose and say that he ~~resides at~~ has an office at 15851 Clayton Road, M.S. 323, Ballwin, Mo. 63011; that he is the ASST. V.P. of Citibank, N.A.

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

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

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

Sheryl M. Stalter
Notary Public

SHERYL M. STALTER
Notary Public-Notary Seal
STATE OF MISSOURI
ST. CHARLES COUNTY
My Appointment Expires JAN 20, 1997

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. CI 03574

SECTION 48.13
BLOCK 3
LOT 32
COUNTY OR TOWN Ulster/Ulster

Citibank, N.A.
TO
Paul W. Newsome and Donna Wilkening Newsome

RETURN BY MAIL TO:

Barbara Hagedorn
PO Box 3635
Kingsport, TN
Zip No. 37701

Reserve this space for use of Recording Office.

LIBER 2578 PAGE 0137

SCHEDULE "A" DESCRIPTION

GAI-ULS-96123

Page 1

All that certain piece, parcel or tract of land situate in the Town of Ulster, County of Ulster and State of New York, and being Lot 12 on a subdivision map entitled "Forest Hill" Section #1, filed in the Ulster County Clerk's Office as Map #2043, and being more particularly bounded and described as follows:

Beginning at a point marked by a recovered iron rod set in the ground on the Westerly side of Forest Hill Drive, said point being the most Easterly corner of Lot 11 on the aforementioned subdivision map; thence N 63d 45m 00s W 172.35 feet along lot 11, lands now or formerly Henry & Janice L. Yeh, to a point marked by a recovered iron rod set in the ground at the base of a stone wall; thence N 28d 12m 00s E 158.08 feet along lands now or formerly of the Lucie Maxon Estate and in the range of the aforesaid stone wall to a point marked by a recovered iron rod set in said wall; thence S 61d 13m 00s E 166.80 feet along Lot 13, lands now or formerly Steven E. & Marise D. Shearer and Edward & Arlene Pfiefer to a point marked by a recovered iron rod set in the ground; thence along the Westerly side of Forest Hill Drive the following two directions: on a curve to the left having a radius of 584.64 feet and a length of arc of 73.12 feet to a point; thence S 24d 23m 00s W 77.63 feet to the point and place of beginning.

EXHIBIT "D"

FORM 603 N. Y. DEED - WARRANTY AND L.I.S. COPIES
ISSUED BY CH. CLERK'S OFFICE, JAN. 1, 1959

UTILEMAN ASSISTED BY PATRICK
TWINE LAW FIRM, Poughkeepsie, N.Y.

This Indenture,

Made the 31st day of May
Nineteen Hundred and sixty one.

Between ARNOLD S. RYNKEVITCH,
residing at Route 2, Box 222,
Kingston, Ulster County, New York,

Ulster County, N. Y.
Recorded on the 5 day

of June 1961 at 9:10

in Book 6 No. 1107

at Page 847

by Laurena V. Raft

party of the first part, and

WILLIAM J. SOPER and MARGUERITE L. SOPER, his wife, both
residing at 287 West Chestnut Street, Kingston, Ulster County, New
York,

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

-----ONE----- Dollar (\$1.00)

lawful money of the United States,
paid by the parties of the second part, do as hereby grant and release unto the
parties of the second part, their distributees
and assigns forever, all THAT TRACT, PIECE OR PARCEL OF LAND, situate at
Forest Hill, in the Town of Ulster, Ulster County, New York, and being
Lot No. 12, Block No. 1 as shown on "Map of Subdivision of Forest
Hill, Section No. 1, Town of Ulster, Ulster County, New York,"
made by Augustus S. Drinnier, P.E., L.L.S., dated March 9, 1959, and
filed in the Ulster County Clerk's Office on September 4, 1959 as
Map No. 2043, more specifically bounded and described as follows:

BEGINNING at a point on the westerly street line of Forest
Hill Drive said point being the northeast corner of Lot Number 11 as
shown on said map; running thence north 63 degrees 45 minutes west
172.35 feet to the bounds of lands now or formerly of Kennedy;
running thence north 28 degrees 12 minutes east a distance of 158.08
feet to the southwest corner of Lot No. 13 as shown on said map; run-
ning thence south 61 degrees 13 minutes east a distance of 166.80
feet to the westerly bounds of Forest Hill Drive; running thence
along the westerly bounds of Forest Hill Drive in a southerly direc-
tion upon a curve having a radius of 584.64 feet a distance of 73.12
feet; thence continuing along the bounds of Forest Hill Drive south
24 degrees 23 minutes west a distance of 77.63 feet to the point and
place of beginning.

BEING Lot No. 12, Block No. 1, as shown on Map of Forest Hill,
Section No. 1, in the Town of Ulster, Ulster County, New York, made
by Augustus S. Drinnier, P.E. and L.L.S., and dated March 9, 1959,
revised August 10, 1959 and filed in the Ulster County Clerk's
Office on September 4, 1959 as Map No. 2043.

BEING a portion of the premises conveyed by Edwin J. Smedes
and Jennie F. Smedes, his wife, to Arnold S. Rynkevitch by deed dated
May 25, 1956 and recorded in the Ulster County Clerk's Office in
Liber 966 of Deeds at Page 508 on May 25, 1956.

SUBJECT to the following covenants and restrictions, which
shall be covenants and restrictions running with the land:

1. Said premises shall be used only for residential purposes
and shall not be used for any trade, business or occupation whatever,
except that a doctor's, dentist's, or other professional office may be
maintained thereon.

ORC 1107 et. 848

2. No structure shall be erected, placed or permitted to remain on said premises other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage.

3. No dwelling shall be erected, placed or permitted upon any plot where the total ground floor area of the main structure exclusive of open porches and garages shall be less than 1100 square feet for a one- or one and one-half story dwelling, and in no case shall the dwelling value be less than \$16,000.00 based on value prevailing on September 1, 1959.

4. No part of any dwelling except eaves, bays, gutters, leaders, steps, exterior trim, stoops, terraces or chimneys shall be located nearer than 25 feet to the road line nor nearer than 7 feet to any adjoining parcel.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on said premises except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and do not become a nuisance.

6. No fences of any kind shall be erected, placed or permitted on any plot to exceed four(4) feet in height.

7. No signs of any kind shall be displayed to the public in or on or about any dwelling or plot, or part thereof, other than one professional sign.

8. All refuse, trash, debris and garbage shall be securely enclosed in metal containers and shall be kept in the rear of the house where it shall be least conspicuous to the public and in no event shall it be kept in the front of the house except that if collection of refuse, trash, debris and garbage is made from the curb, such refuse, trash, debris and garbage may be placed at the front of the house or curb on the morning of the day on which same is to be collected.

9. That no nuisance of anything obnoxious or detrimental to adjoining or adjacent property shall be maintained on any part of the property.

10. Invalidation of any one or more of these covenants or parts thereof by judgment or order of a court having jurisdiction shall in no wise affect any of the remaining provisions hereof and such remaining provisions shall continue in full force and effect.

11. That no house trailers or similar contrivances shall be parked upon or located on any of the premises herein conveyed.

These covenants are to run with the land and shall be binding on all of the parties herein and all persons claiming under them for a period of thirty years from the date these covenants are recorded.

Subject to the further covenant and restriction applicable to the premises hereby conveyed that no public road and no right of way or easement for a right of way shall be given, constructed or maintained upon the said premises. This shall not prevent, however, the party of the first part from constructing or maintaining or granting to any proper public authority the right to construct and maintain public roads upon the remaining premises owned by the party of the first part.

5/31/61

6/5/61

EXHIBIT "E"

IRREVOCABLE LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of July, 2013 between **PAUL NEWSOME**, with an address at 5 Kenaware Square, Delmar, New York, 12054, hereinafter referred to as the "Licensor", and the **TERRI VALENTI**, and **TERRI VALENTI, d/b/a TOLL GATE FARM 28**, collectively with an address at of 162 Forest Hill Drive, Kingston, New York, 12401, hereinafter referred to as the "Licensee".

RECITALS

WHEREAS, Licensor is the owner in fee of a parcel of land situate along Forest Hill Drive in the Town of Ulster and State of New York consisting of .75+/- acres as is more particularly depicted on a Map entitled "Survey Estate of Maxson", as prepared by Ingalls & Associates, LLP under date of June 23, 2013. The above parcel is depicted on the current Town of Ulster Tax Map as SBL #48.13-3-32. (Said premises is hereinafter referred to as the "Property"); and,

WHEREAS, annexed hereto and made a part hereof as **Exhibit "1"** is a copy of the relevant portion of the survey map aforesaid, which shows the approximated location of the License Area; and,

WHEREAS, the lands aforesaid are appurtenant to the lands of Licensee, which lands are comprised of 13.4+/- acres and utilized for agricultural and farming purposes; and,

WHEREAS, in order to access the Property for the purposes of farming and to continue to engage in all agricultural activities, the Licensee must temporarily cross and occupy the lands of the Licensor by both vehicular and pedestrian methods; and,

WHEREAS, the Licensor is agreeable to granting an irrevocable license for the use, occupancy and traversing of Licensor's lands by the Licensee in order to perform all farming and agricultural activities thereon pursuant the terms, conditions and covenants herein embodied.

NOW THEREFORE, in consideration of the sum of ONE (1.00) AND 00/100 DOLLAR, together with other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of License:** Upon the terms, conditions and covenants hereinafter set forth, the Licensor hereby grants to the Licensee a non-exclusive and Irrevocable License for the purposes of providing ingress, egress and utilities for the lands of the Licensee, including but not limited to the temporary use, occupancy and traversing of the Licensor's lands in order to perform all lawful farming and agricultural activities.

2. **Use of Licensor's Lands:** The lands of the Licensor are currently being rented by the Licensee in association with all farming and agricultural uses, as permitted at law, and the Licensee hereby acknowledges that its use of Licensor's lands is not exclusive and shall be shared by the Licensor, his agents, employees, invitees, licensees and/or others at all times. The Licensor's use of the Property shall take precedence over Licensee's use in the event of conflict concerning the same.

3. **Maintenance and Repair:** Licensee shall, at its expense, maintain and keep in repair the drive servicing the lands of the Licensee at all times at the Licensee's sole cost and expense.

4. **Authorizations:** Licensee shall be solely responsible for obtaining and maintaining, at Licensee's cost, any and all permits, approvals and other authorizations, if any, that are or may be required for the use of Licensee's lands for farming and agricultural purposes in association with the exercise of the license herein granted.

5. **Irrevocability:** This license is granted as an irrevocable license until such time as the parties hereto may determine that a Lot Line Revision shall be applied for and approved by the Town of Ulster Planning Board for the two parcels referenced herein. Said Lot Line Revision may be planned to be undertaken to render the Licensor's lands conforming as to bulk requirements under the Zoning Law of the Town of Ulster, as well as to connect certain frontage of Licensee's lands to a position which fronts Forest Hill Drive. In the event that said Lot Line Revision is pursued and obtained, the parties agree to a mutual transfer of lands by Deed and pursuant to separate written Agreement.

6. **Notice:** Any notice or other communication under this Agreement shall be sent to the Licensor or the Licensee at the addresses set forth herein, unless such address is changed by

written notice to the affected party, and all notices shall be made by registered or certified mail, properly addressed and postage prepaid. Notice shall be effective upon mailing.

7. **Insurance**: Prior to exercising the license herein granted, the Licensee shall deliver to Licensor a Broad Form Comprehensive General Liability Insurance Policy naming the Licensor as an additional insured. Said policy shall cover bodily injury and property damage resulting from the operations of the Licensee with limits of at least \$1,000,000.00/\$2,000,000.00. Said policy or policies shall include the operations of all personnel and employees, permittees, agents, representatives, invitees and guests of the Licensee. The Licensee shall pay all premiums and keep the policies in full force and effect while this Agreement is executory and at all times the Licensee is utilizing the Property, or portions thereof.

8. **Risk**: Licensee acknowledges the legal title of Licensor to the property and Licensee will exercise the license herein granted at Licensee's own risk, and excepting for any instance of gross negligence by the Licensor, the Licensee agrees that Licensee shall not claim any damage against Licensor for any injuries or damages suffered by Licensee on account of the exercise of the privileges herein embodied.

9. **Indemnity**: Licensee agrees to save, indemnify and hold harmless the Licensor against all liability for damages, costs, fines, penalties and expenses, including reasonable attorneys' fees, arising out of, or in any way connected with, the exercise of the license herein granted by the Licensor for the use, occupancy and traversing of the Property by the Licensee, its permittees, agents, employees, representatives, invitees, guests and any other persons entering or using the property at the invitation or consent of the Licensee. The above indemnity shall further include, but not be limited to, covering environmental damage as well as violations of any governmental rules, regulations, codes, permits or other authorizations relating to the Licensee's use and operation of the license herein granted. The Licensor shall also be entitled to reasonable attorney's fees in the successful enforcement of this Agreement.

10. **Further Assurances**: The parties each agree to do such other and further acts and things, and to execute and deliver such

instruments and documents as either may reasonably request, from time to time, in furtherance of the purposes of this Agreement.

11. **Representations of Licensee**: The person executing this Agreement represents that the signatory set forth herein is fully authorized to execute and deliver the same as an act of the Licensee doing business as Toll Gate Farm 28 and said Licensee is bound thereby.

12. **Recording**: The Licensee shall not record this License Agreement. Without the written assent of the Licensor which assent may be withheld in Licensor's sole, absolute and unfettered discretion.

13. **No Third Party Benefits**: This License is made for the sole benefit of Licensee and no other person or entity shall have any privilege of any kind by reason hereof.

14. **Entire Agreement**: This License Agreement and the Exhibit annexed hereto constitute the entire Agreement between the Licensor and Licensee with respect to the subject matter hereof, and all understandings and Agreements heretofore had between the parties are merged in and are contained in this Agreement.

15. **Waiver and Modifications**: The provisions of this Agreement may not be waived, changed, modified or discharge orally, but only by an agreement in writing signed by the party against which any waiver, change, ratification or discharge is sought.

16. **Applicable Law**: This Agreement shall be interpreted, construed and governed pursuant to New York State Law and the venue for all legal proceedings arising hereunder shall be Ulster County Supreme Court.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

PAUL NEWSOME, Licensor

TERRI VALENTI, Licensee

TERRI VALENTI, d/b/a
TOLL GATE FARM 28

By: _____
TERRI VALENTI

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

On the _____ day of _____, 2013, before me, the undersigned, personally appeared TERRI VALENTI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

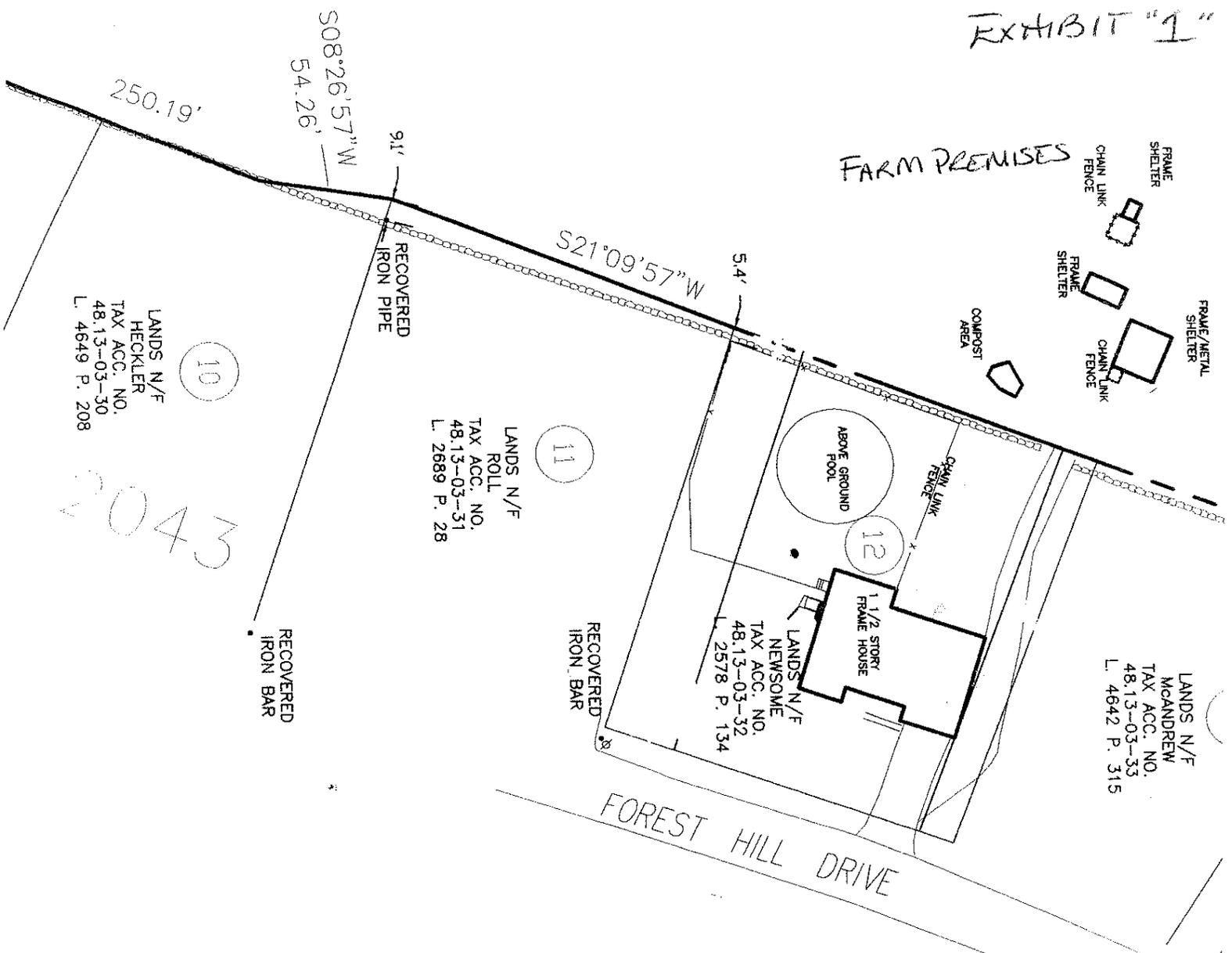
Notary Public

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

On the _____ day of _____, 2013, before me, the undersigned, personally appeared PAUL NEWSOME, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "1"



LANDS N/F
HECKLER
TAX ACC. NO.
48.13-03-30
L. 4649 P. 208

10

LANDS N/F
ROLL
TAX ACC. NO.
48.13-03-31
L. 2689 P. 28

11

LANDS N/F
NEWSOME
TAX ACC. NO.
48.13-03-32
L. 2578 P. 134

12

LANDS N/F
MCANDREW
TAX ACC. NO.
48.13-03-33
L. 4642 P. 315

2043

FARM PREMISES

FOREST HILL DRIVE

Ulster County
Nina Postupack
County Clerk
Kingston, NY 12401

EXHIBIT "F"



60 2013 00003669

Volm-5518 Pg-330

Instrument Number: 2013- 00003669

Recorded On: March 05, 2013

As
D01 - Deed

Parties: MAXSON ELIZABETH

To

HENNINGER ELIZABETH

Billable Pages: 5

Recorded By: TRATAROS LAW FIRM PLLC

Num Of Pages: 5

Comment:

**** Examined and Charged as Follows: ****

D01 - Deed	65.00	RP5217-250	250.00	Tax Affidavit TP 584	5.00
Recording Charge:	320.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	2536	Basic	0.00
ULSTER				Local	0.00 Special Additional 0.00
				Additional	0.00 Transfer 0.00
Tax Charge:	0.00				

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

File Information:

Document Number: 2013- 00003669

Receipt Number: 1240704

Recorded Date/Time: March 05, 2013 04:19:03P

Book-Vol/Pg: Bk-D VI-5518 Pg-330

Cashier / Station: m mpol / Cashier Workstation 7

Record and Return To:

TRATAROS LAW FIRM PLLC

70 MAIDEN LANE

KINGSTON NY 12401



Nina Postupack

Nina Postupack Ulster County Clerk

5
M.S.

QUIT CLAIM DEED

THIS INDENTURE, made this 23rd day of January, 2013

BETWEEN

Elizabeth Maxson, 950 Rt. 9 W, Kingston, New York 12401
Laura Mower, 13 Sandy Road Kingston, New York 12401
Margaret J. McSpirit Maxson, Golden Hill Health Care Center, Room S-1 420, Kingston, New York 12401
Party of the First Part

and

Elizabeth Henninger, 86 Harding Avenue, Kingston, New York 12401 (1/4 share)
Bruce Maxson, 19 Delaware Street, Cooperstown, New York 13326 (1/8 share)
Norman Maxson, 9 White Street, Highland, New York 12528 (1/8 share)
Gary Valentine, 20 Linda Lane, Bethel, Connecticut 06801 (1/4 share)
Terri Valenti, 162 Forest Hill Drive, Kingston, New York 12401 (1/4 share)
Party of the Second Part

WITNESSETH, that the party of the first part, for NO CONSIDERATION, do hereby remise, release and quitclaim unto the party of the second part, their heirs or successors and assigns of the parties of the second part forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being at Rt. 28, in the Town of Ulster, County of Ulster and State of New York, consisting of 18 acres more or less of unimproved land, more particularly described in a deed recorded in the Ulster County Clerk's Office on the 15th day of February, 1937 in Liber 586 at page 324 and also deeds recorded in the Ulster County Clerk's Office on February 13, 1924 in Liber 502 at page 27 and February 28, 1924 in Liber 512 at page 164.

ALSO ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being at a Town Road in the Town of Ulster, County of Ulster and State of New York, consisting of one acre more or less with a trailer situate thereon, said parcel being more particularly described in a deed recorded in the Ulster County Clerk's Office on April 12, 1961 in Liber 1105 at page 754.

BEING AND INTENDED TO BE the same premises conveyed to Norman Kennedy and Lucie K. Maxson (a/k/a Lucie Kennedy Maxson), brother and sister, joint tenants with right of survivorship, by deed of William R. O'Kelly dated April 12, 1961 and recorded in the Ulster County Clerk's Office at Liber 1105 page 754; the said Norman Kennedy having died on November 13, 1971, and the said Lucie K. Maxson (a/k/a Lucie Kennedy Maxson), a widow, having died testate on December 23, 1973, devising her entire estate to the following five (5) children:

CHECKED R
ENTERED R
MARK/OFF

1. Her son, Michael Maxson, who died on November 16, 2010, intestate, leaving his wife, Elizabeth Maxson and his daughter, Elizabeth Henniger, as his only distributees. Elizabeth Maxson hereby waives any and all future right in and to the premises; and
2. Her daughter, Laura Mower, who hereby waives any and all future right in and to the premises; and
3. Her son, Roscoe Maxson, who died on April 8, 2007, intestate, leaving his wife, Margaret J. McSpirit as his only distributee, who hereby waives any and all future right in and to the premises; and
4. Her son, Bruce Maxson, who died on September 26, 1978, intestate, leaving as his sole distributees, his wife, Mary Jane Maxson, and his two (2) sons, Bruce M. Maxson and Norman Maxson. Mary Jane Maxson died on February 3, 1998, intestate, leaving her two (2) sons, Bruce M. Maxson and Norman Maxson, as her sole distributees.
E M
5. Her daughter, Dorothy Valentine, who died on February 15, 2008, testate, devising her interest in the premises to her son, Gary Valentine.

TOGETHER with the benefits and subject to the burdens of covenants, restrictions, rights if ways as set forth in all prior instruments of record.

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

TOGETHER with the appurtenances and ALL the estate and rights of the parties of the first part in and to said premises,

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

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

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

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

MAXSON

On the 23rd day of JANUARY, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret J. McSpirit, 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 individuals or the persons upon behalf of which the individuals acted executed the instrument.



Notary Public

KAREN S. RHINEHART
Notary Public, State of New York
Qualified in Ulster County
Commission Expires August 31, 2014

Record and Return to:
The Trataros Law Firm, PLLC
70 Maiden Lane
Kingston, New York 12401

Ulster County Agricultural and Farmland Protection Board (AFPB) 2013 Agricultural District Inclusions Voting Results

(Voting was conducted at the July 11, 2013 AFPB meeting.)
Draft meeting minutes are forthcoming.

AFPB Members present: Polly Armour, John Adams, Bruce Davenport, Dennis Doyle,
Thomas Jackson, Hector Rodriguez, Teresa Rusinek, Len Tantillo, John Valk (Chair)
and Al Wegener

* * * * *

Results of voting where a motion was made to recommend that an applicant's
parcel(s) **be included into an agricultural district.**

<u>Applicant</u>	<u>Yes</u>	<u>No</u>	<u>Abstention</u>	<u>Motion</u>	<u>Second</u>
Ballister	10	0	0	Rodriguez	Davenport
Berholz-Paternoster	10	0	0	Wegener	Rodriguez
Blagbrough-Griswold	10	0	0	Rodriguez	Wegener
McInerney	10	0	0	Adams	Tantillo
Buffett	10	0	0	Davenport	Jackson
Elliott	10	0	0	Jackson	Tantillo
Murphy	10	0	0	Jackson	Tantillo
Larsen	10	0	0	Doyle	Wegener
Lancaster	10	0	0	Wegener	Davenport
McDonough	10	0	0	Adams	Tantillo
Woolsey	10	0	0	Wegener	Rodriguez

* * * * *

Results of voting where a motion was made to recommend that an applicant's
parcel **not be included into an agricultural district at this time.**

<u>Applicant</u>	<u>Yes</u>	<u>No</u>	<u>Abstention</u>	<u>Motion</u>	<u>Second</u>
Valenti	10	0	0	Wegener	Rodriguez