

A regular meeting was held on Tuesday September 4, 2018 at the Kent Town Hall, 25 Sybil's Crossing, Town of Kent, New York, 10512.

Resolution #313 - Adjourn to Executive Session

On a motion by Supervisor Fleming
Seconded by Councilwoman Woolley

Resolved: The town board adjourned to executive session at 6:15 p.m. to discuss the medical, financial, credit or employment history of a particular person or corporation and current litigation.

Motion carried unanimously

Resolution #314 - Adjourn Executive Session

On a motion by Councilwoman McGlasson
Seconded by Councilwoman Woolley

Resolved: Executive session adjourned at 7:00 p.m. no action was taken.
Motion carried unanimously

Pledge of Allegiance- At 7:10 p.m. Supervisor Fleming called the Workshop Meeting to order with the Salute to the Flag.

The board proceeded to review the items on the workshop agenda.

Public Comment –

Sue Kotzur asked about how many homes surrounding the landfill are being tested. Councilwoman Woolley replied not that many it is a mandatory requirement by NYSDEC.

The Town Board Meeting was called to order with Roll Call

Supervisor Maureen Fleming – present	Councilman Paul Denbaum – present
Councilwoman Jaime McGlasson – present	Councilman Bill Huestis – present
Councilwoman Woolley – present	

Also Present: Town Clerk Yolanda Cappelli, Highway Superintendent Rich Othmer, Chief Kevin Owens, Co-Chairpersons of Recycling Sue Kotzur, Howard Carpenter and board member Curtiss Watkins, Town Attorney Nancy Tagliaferro, Veronica McMillan. Also present John Clancy and Rick O'Rourke.

Resolution #315 - Amend Resolution Authorizing Supervisor to Execute Memorandum of Understanding

On a motion by Councilman Denbaum
Seconded by Councilwoman Woolley

WHEREAS, the Town Board of the Town of Kent has received a proposed Memorandum of Understanding from John Clancy ("Clancy") concerning the contemplated development by Clancy of three (3) parcels of land located in the Town of Kent shown on the Tax Map of the Town of Kent as 22.-1-21, 12.-3-74 and 22.-1-22 ("Grantee Parcels"); and

WHEREAS, Clancy is the contract vendee of the Grantee Parcels; and

WHEREAS, the Town Board is advised that the Memorandum of Understanding memorializes the understanding as between the Town Board and Clancy as it relates to Clancy's future development of the Grantee Parcels;

WHEREAS, in consideration of a certain easement granted by the Town to Clancy pursuant to the Access Easement and Maintenance Agreement considered and approved in conjunction herewith, the Town and Clancy have discussed, and desire to confirm, that in the event Clancy proceeds with development of the Grantee Parcels, (i) the Town and Clancy will each convey and exchange portions of their respective Parcels to the other as described in the Memorandum of Understanding ; and (ii) Clancy will grant to the Town an access easement over the Town Parcel to be conveyed to Clancy for access to the existing Town Center property;

WHEREAS, Clancy desires to confirm his obligation to incorporate the land exchange and access easement into any design plan for the development of the Grantee Parcels, and his

agreement and understanding that site plan approval for any such development will be subject to and conditioned upon the delivery to the Town of a fully executed deed to the portion of the Grantee Parcels to be exchanged, and a fully executed access easement;

WHEREAS, the Town Board wishes to authorize the Town Supervisor to execute the Memorandum of Understanding;

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

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

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

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

On a motion by Councilman Denbaum
Seconded by Councilwoman Woolley

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this ____ day of August, 2018 by and between the Town of Kent, a municipal corporation organized and existing under and by virtue of the laws of the State of New York, with offices at 25 Sybil's Crossing, Kent Lakes, New York 10512 (the "Town") and John Clancy, having an office address of 2963 Route 22, Patterson, New York 12563 (the "Clancy").

WITNESSETH:

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

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

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

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

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

WHEREAS, the Town and Clancy have entered into an agreement of even date herewith (the "Easement Agreement") establishing a permanent easement and right of way for all purposes of ingress to and egress from the Clancy Parcels from and to NYS Route 52, and for the installation, use, repair, replacement and maintenance of utility lines and appurtenances, upon, over, under and across a certain portion of the Town Parcel as more fully described therein (the "Easement Area"); and

WHEREAS, the Town has entered into the Easement Agreement for the purpose, among others, of promoting the future possible development of the Clancy Parcels, and the increased revenue and other benefits to the Town to be generated thereby, by providing for adequate access thereto from N.Y.S. Route 52; and

WHEREAS, in consideration the easement Agreement, the Town and Clancy have

discussed, and desire to confirm, that in the event Clancy proceeds with development of the Clancy Properties, (i) the Town and Clancy will each convey and exchange portions of their respective Parcels to the other (the "Exchange"); and (ii) Clancy will grant to the Town an access easement (the "Access Easement") over the portion of the Town Parcel conveyed to Clancy for access to the existing Town Center property which currently adjoins the Town Parcel, with those portions to be exchanged, the proposed access easement area and the adjoining Town Center property all being shown on the sketch plan prepared by InSite Engineering and Surveying which is annexed hereto and hereby made a part hereof as Schedule "A". Said Access Easement shall be physically aligned with the easement contained in the Easement Agreement; and

WHEREAS, Clancy desires to confirm his obligation to incorporate the Exchange and the Access Easement into any design plan for the development of the Clancy Parcels, and his agreement and understanding that site plan approval for any such development will be subject to and conditioned upon the delivery to the Town of a fully executed deed to the portion of the Clancy Parcel to be exchanged, and a fully executed Access Easement;

In consideration of the mutual understandings and agreements set forth herein, the parties hereto hereby agree as follows:

1. **Exchange Parcels.** The Town and Clancy agree that each will convey and exchange those portions of their respective Parcels to the other to effectuate the Exchange when and if Clancy obtains Town Planning Board site plan approval for the development of the Clancy Parcels as contemplated hereunder, and Clancy agrees to execute and deliver the Access Easement to the Town, in conjunction with and as conditions to the issuance by the Town Planning Board of site plan approval for the Clancy Parcels. Clancy agrees that any and all plans for the development of the Clancy Parcels, submitted by him personally or by him in a corporate or limited liability company form, will incorporate both the Exchange and the Access Easement, and in the event that they fail to do so, or are amended to delete reference to either or both of same, then the Planning Board or other reviewing Board or department shall not be obligated to proceed with the review of any pending application and any time periods applicable to same as set forth by law, statute or ordinance shall be deemed tolled until appropriate corrections or amendments are made so that the plans incorporate both as agreed to herein.
2. **Understandings as to All Necessary Approvals.** The Town and Clancy hereby acknowledge and agree that nothing herein contained shall be deemed to (i) diminish in any way the Town's regulatory control and authority over any potential development of the Clancy Parcels including, without limitation by reason of specification, the required designation by the Town Board of the Clancy Parcels as a "Business Overlay District" and the grant of site development plan approval by the Town Planning Board; or (ii) commit the town of Kent or any of its boards or departments to any course of action with regard to such development and/or conveyance
3. **Binding Effect.** This Memorandum shall be binding upon and inure to the benefit of and be enforceable by the Town and its successors and assigns; and by Clancy and

his heirs, executors, administrators, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of August, 2018.

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

GRANTOR:

Town of Kent, New York

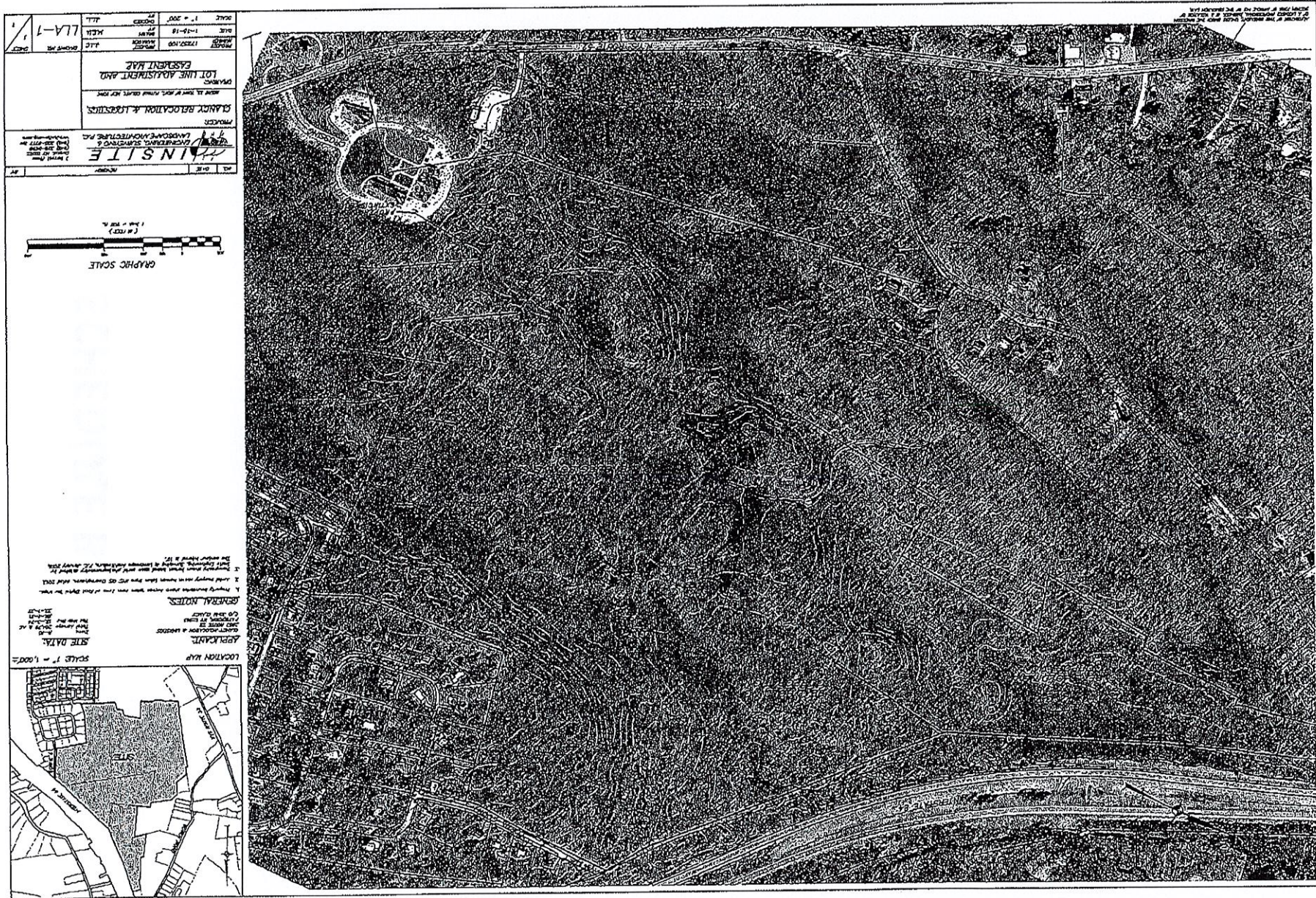
GRANTEE:

By: _____

Maureen Fleming, Supervisor

John Clancy

SCHEDULE A



SCHEDULE B

Tax Parcel Section 22, Block 1 Lot 21

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

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

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

South 14° 17' 35" West 12.51 feet;

South 6° 46' 20" West 35.47 feet;

South 13° 19' 50" West 90.89 feet;

South 13° 22' West 340.98 feet;

South 13° 48' 40" West 211.31 feet;

South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

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

North 87° 31' 10" West 106.34 feet;

North 89° 01' 20" West 280.46 feet;

North 87° 14' West 255 feet;

North 88° 31' West 165 feet;

South 13° 05' 10" West 207.31 feet;

South 17° 25' 50" West 82.40 feet;

South 4° 13' 50" West 147.60 feet;

South 11° 18' 30" West 94.60 feet;

South 6° 59' 20" West 258.51 feet;

South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FF; and

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE C

Tax Parcel Section 12, Block 3 Lot 74

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

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

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

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

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

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

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

THENCE westerly along the center line of a stone wall and still along land of Sands;

South 76° 29' 10" West, 186.25 feet,
South 72° 06' 40" West, 103.03 feet; and
South 84° 55' 10" West, 11.40 feet to a stone wall corner;

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

the following courses and distances:

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

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

SCHEDULE D

Tax Parcel Section 22, Block 1 Lot 22

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

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

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

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

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

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

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

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

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

**ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The Easement.

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

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

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

2. Installation, Maintenance and Repair.

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

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

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

3. Insurance.

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

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

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

4. Damage and Default.

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

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

5. Indemnity.

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

6. Notices.

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

7. Effective Date, Duration, Modifications, Cancellation.

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

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

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

8. Binding; Assignment.

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

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

9. Non-Waiver.

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

10. Governing Law.

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

11. Severability.

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

12. Mortgages.

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

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

13. Reference to Agreement in Deeds.

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

14. Miscellaneous.

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

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

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

15. Recording.

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

16. Consent of Putnam County.

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

17. Consent of Owners of the Grantee Parcels.

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

18. Additional Consideration for Grant of Easement.

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

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

GRANTOR:
Town of Kent, New York

GRANTEE:

By: Maureen Fleming, Supervisor John Clancy

Consented to and Confirmed:
The County of Putnam, New York

By: Mary Ellen Odell, County Executive
Newburgh Boxing Club, Inc.

By: _____
Name and Title:

Real Holding Corp.

By: _____
Name and Title:

STATE OF NEW YORK)
COUNTY OF) ss:

On the ____ day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the ____ day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the ____ day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the _____ day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the _____ day of August, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A

Schedule A to Access Easement and Maintenance Agreement

**By and Between
The Town of Kent, New York**

and

John Clancy

Dated: August ,2018

SCHEDULE "A"

100-1114-111

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

on a curve to the left with a bearing of S. 63°-32'-08" W. to its radius point, having a radius of 912.00 feet, a delta of 4°-34'-43", and an arc length of 72.68 feet to a point,

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

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

thence from said Point or Place of Beginning:

on a curve to the right with a bearing of N. 55°-55'-49" E. to its radius point, with a radius of 1807.00 feet, a delta of 11°-57'-26", and an arc length of 335.37 feet to a point,

thence N. 12°-06'-45" W. 500.00 feet to a point,

thence: through the lands of Putnam County, N. 77°-53'-15" E. 539.64 feet to a point in the easterly boundary of lands N/F Foursome Partnership,

thence: along the easterly boundary of Foursome Partnership S. 10°-26'-34" W. 186.33 feet, along the center line of a stone wall, to a stone wall corner, being the southwesterly corner of lands of Foursome Partnership,

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

1. S. 18°-13'-59" E. 585.98 feet to a point,
2. S. 27°-30'-00" E. 60.00 feet to a point,
3. S. 65°-55'-49" W. 584.20 feet to the Point or Place of Beginning.

Containing 11.188 acres within said bounds.

SCHEDULE B

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS
OFFICE OF THE CITY CLERK
JAN 10 2018

Schedule B to Access Easement and Maintenance Agreement

By and Between

The Town of Kent, New York

and

John Clancy

Dated: August ,2018

Tax Parcel Section 22, Block 1 Lot 21

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

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

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

South 14° 17' 35" West 12.51 feet;

South 6° 46' 20" West 35.47 feet;

South 13° 19' 50" West 90.89 feet;

South 13° 22' West 340.98 feet;

South 13° 48' 40" West 211.31 feet;

South 15° 08' 30" West 124.78 feet to lands now or formerly of Thomas and Mary A. Brogan, who had acquired title thereto by deed recorded in Liber 514, Cp. 318;

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

North 87° 31' 10" West 106.34 feet;

North 89° 01' 20" West 280.46 feet;

North 87° 14' West 255 feet;

North 88° 31' West 165 feet;

South 13° 05' 10" West 207.31 feet;

South 17° 25' 50" West 82.40 feet;

South 4° 13' 50" West 147.60 feet;

South 11° 18' 30" West 94.60 feet;

South 6° 59' 20" West 258.51 feet;

South 9° 37' 10" East 215.58 feet to lands shown on Filed Map No. 130-FF; and

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

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

North 76° 35' West 214.49 feet;
North 78° 37' 10" West 205.98 feet;
North 6° 41' 30" West 173.63 feet;
North 72° 03' 50" West 45.33 feet;
North 68° 44' 30" West 92.41 feet;
North 9° 46' 10" West 24.02 feet;

Due North 114.82 feet;

North 65° 33' West 440.61 feet;
South 14° 18' West 191.57 feet;
South 15° 13' 40" West 248.92 feet;
North 73° 00' 50" West 201.57 feet;

North 75° 42' 30 seconds West 70.94 feet;

North 82° 28' 30" West 42.43 feet;
South 80° 34' 40" West 72.49 feet;
South 88° 34' 40" West 53.19 feet;
North 62° 22' 10" West 73.01 feet;
North 64° 14' 40" West 91.76 feet;
North 69° 14' West 37.03 feet;
North 82° 56' 50" West 52.75 feet;
North 77° 30' 50" West 94.17 feet;
North 69° 10' 30" West 122.45 feet;
North 74° 58' 40" West 69.12 feet;
North 9° 35' East 291.76 feet;
North 3° 43' East 1119.25 feet;
North 5° 24' 10" East 304.16 feet;
South 88° 13' 50" East 43.75 feet;
North 3° 43' 10" East 114.94 feet;
North 5° 03' 20" East 80 feet to lands now or formerly of Mildred Sells; and

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

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

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

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

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

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

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

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

SCHEDULE C

1. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the undersigned.

2. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the undersigned.

3. The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the undersigned.

Schedule C to Access Easement and Maintenance Agreement

**By and Between
The Town of Kent, New York**

and

John Clancy

Dated: August ,2018

Tax Parcel Section 12, Block 3 Lot 74

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

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

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

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

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

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

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

THENCE westerly along the center line of a stone wall and still along land of Sands;

South 76° 29' 10" West, 186.25 feet,
South 72° 06' 40" West, 103.03 feet, and
South 84° 55' 10" West, 11.40 feet to a stone wall corner;

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

the following courses and distances:

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

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

SCHEDULE D

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

**The Town of Kent, New York
and**

John Clancy

Dated: August ,2018

Tax Parcel Section 22, Block 1 Lot 22

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

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

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

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

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

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

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

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

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

SCHEDULE E

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

SCHEDULE F

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

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

THIS INSTRUMENT made this 12th day of December, nineteen hundred and ninety ONE, BETWEEN THE COUNTY OF PUTNAM, a municipal corporation of the State of New York, at Two County Center, Carmel, New York 10512

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

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum paid by the party of the second part, does hereby remit, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Kent, County of Putnam, State of New York, more particularly described in Schedule "A" attached hereto.

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

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

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

As Per Resolution R6554 of the Year 1990

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

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

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written, and has caused the Seal of the County of Putnam to be hereunto affixed.

IN WITNESS OF:


PETER C. ALEXANDERSON AS COUNTY EXECUTIVE

Containing 11.188 acres within said bounds.

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

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

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

thence: on a tangent curve to the right, with a radius of 1507.00 feet, a delta of 18°-55'-50", and an arc length of 530.96 feet to a point,

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

thence from said Point or Place of Beginning: along the northerly boundary of lands to be conveyed to The Town of Kent, N. 77°-53'-15" E. 183.61 feet to a point,

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

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

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

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

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

SCHEDULE "C"

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

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

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

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

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

thence: along the southerly boundary of lands to be conveyed to the Town of Kent, S. 86°-55'-49" W. 50.42 feet to a point,

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

- 1). along a curve to the right with a bearing of S. 88°-04'-49" W to its radius point, a radius of 400 feet, a delta of 90°-52'-37", and an arc length of 634.44 feet to a point,
- 2). S. 55°-57'-25" W. 141.76 to a point on the easterly boundary of NYS RTE. 52,

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

On the day of personally came

STATE OF NEW YORK, COUNTY OF
On the day of
 personally came

ALL
19 , before me

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.

STATE OF NEW YORK, COUNTY OF PUTNAM
On the 12 day of December 19 92, before me
personally came Peter C. Alexander
to me known, who, being by me duly sworn, did depose and
say that he resides at No. 278 1/2 Street, New York
that he is the County Executive
of Putnam County

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
 personally came
 the subscribing witness to the foregoing instrument, with
 whom I am personally acquainted who, being by me duly
 sworn, did depose and say that he resides at No. ;
 that he knows

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that he was a director of said corporation at the time the same was executed; that he was a director of said corporation at the time the same was executed; that he was a director of said corporation at the time the same was executed; and that he was a director of said corporation at the time the same was executed.

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.

authority.
Maulyn Saipulato
(Notary Public)

HARRY W. LASPULITO
 HARRY W. LASPULITO
 NOTARY PUBLIC, State of New York
 No. 473659
 He is a resident of Palisades County
 Qualified in Palisades County
 Commission Expires July 31, 1972

ଉପାଧିକାରୀଙ୍କ

SECTION 43
BLOCK 2

Title No. _____
The County of PUTNAM

for p/o 2
COUNTY OF TOWN PUTNAM COUNTY
TOWN of Kent

THE TOWN OF KENT
TO

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

STANDARD FOLD OF NEW YORK BOARD OF FIRE UNDERWRITERS
DUNSMITH BY
First American Title Insurance Company
of New York

WILLIAM D. SPAIN, JR.
Putnam County Attorney
County Office Building
Two County Center
Carmel, New York 10512

Tel: (914) 225-1641
Zip No

25.00

1018

RECEIVED
S. E. ...
REAL ESTATE
DEC 18 1990
TRANSFER TAX

PUTNAM COUNTY CLERK'S OFFICE
RECEIVED ON THE 15 DAY OF Dec. 19 1936
AT 2 H 43 M P. M. RECORDED IN
BOOK No. 1111 OF Bonds
AT PAGE 110 AND EXAMINED

Dec 16 2 43 PM '90

PUTS:11 QUALITY
CLEAN:3 OFFICE

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE G

Schedule G to Access Easement and Maintenance Agreement

By and Between

The Town of Kent, New York

and

John Clancy

Dated: August ,2018

PUTNAM COUNTY LEGISLATURE

Resolution #191

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

page 2

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

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

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

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

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

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

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

RESOLVED, this Resolution shall take effect immediately.

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

Voted:
State of New York

15:

County of Putnam

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

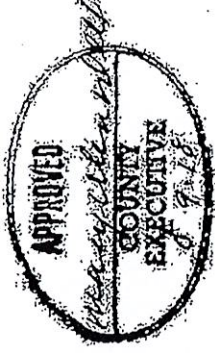
Dated: August 9, 2018

Signed:

Diane Schlotfeld

Diane Schlotfeld

Clerk of the Legislature of Putnam County



**ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

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

WITNESSETH

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

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

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

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

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

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

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

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

Clerk's Office on December 18, 1998 (the "County Deed"), and in said Deed the County (i) reserved a right-of-way and easement across the Town Parcel; (ii) granted a right-of-way and easement to the Town across the Town parcel; and (iii) created a reversionary interest for its benefit providing that the Town Parcel shall revert to the County in the event that the Town Parcel is used to provide a right-of-way or other access to any lands other than those owned by the County within the County's express written consent, or in the event that the Town Parcel is used for other than a public purpose and benefit. A copy of the County's deed into the Town of Kent is attached hereto as Schedule "F" and incorporated herein; and

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

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

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

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

1. The Easement

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

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

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

2. Installation, Maintenance and Repair.

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

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

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

3. Insurance.

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

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

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

4. Damage and Default.

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

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

5. Indemnity.

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

6. Notices.

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

7. Effective Date, Duration, Modifications, Cancellation.

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

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

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

8. Binding Assignment

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

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

9. Non-Waiver

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

10. Governing Law

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

11. Severability

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

12. Mortgages

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

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

13. Reference to Agreement in Deeds.

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

14. Miscellaneous.

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

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

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

15. Recording.

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

16. Consent of Putnam County.

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

17. Consent of Owners of the Grantee Parcels.

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

18. Additional Consideration for Grant of Easement.

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

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

GRANTOR
Town of Kent, New York

GRANTEE

By: Maureen Fleming, Supervisor

John Clancy

Consented to and Confirmed:

The County of Putnam, New York

By: Mary Ellen Odell, County Executive

Newburgh Boxing Club, Inc.

By: _____
Name and Title:

Real Holding Corp.

By: _____
Name and Title:

ADD ACKNOWLEDGMENTS

SCHEDULE H

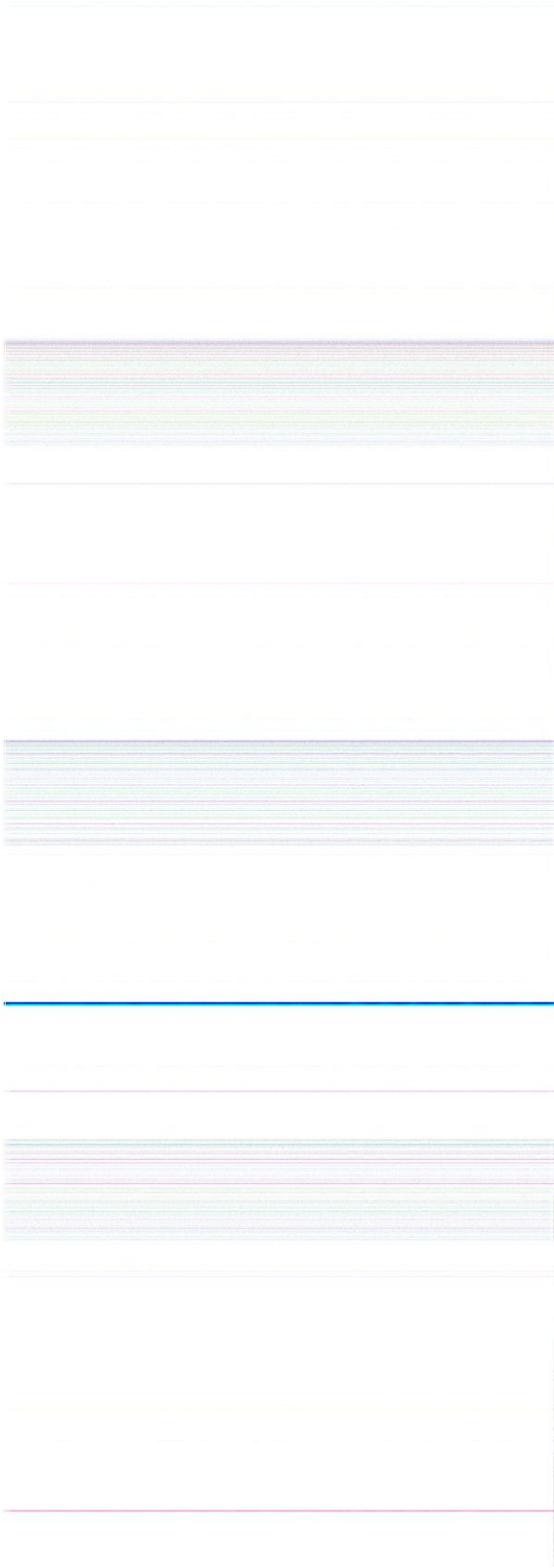
Schedule H to Access Easement and Maintenance Agreement

**By and Between
The Town of Kent, New York**

and

John Clancy

Dated: August ,2018



transverse or vertical line with a series of small dots
the dots are arranged in a series of small dots
the dots are arranged in a series of small dots
the dots are arranged in a series of small dots

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

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

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

Resolution #317 - Accept Donation for the Lake Carmel Tree Planting Initiative

On a motion by Councilman Denbaum
Seconded by Councilwoman Woolley

WHEREAS, by Resolution dated July 24, 2018, the Town Board authorized the establishment of a trust fund to hold donations received on behalf of the Lake Carmel Tree Planting Initiative; and

WHEREAS, the Town of Kent has received a donation in honor of Jessie Huestis in the amount of \$100; and

WHEREAS, the Town wishes to accept the donation, with gratitude to be held in the trust as described above.

NOW THEREFORE, BE IT RESOLVED, the Town Board of the Town of Kent hereby accepts the donation in honor of Jessie Huestis with thanks for its generosity; and it is

FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute any and all documents necessary to give effect to this resolution.
Motion carried unanimously

Resolution#318 - Authorize Purchase of Changer & Wheel Balancer

On a motion by Councilman Denbaum
Seconded by Supervisor Fleming

WHEREAS, the Town Board of the Town of Kent has received a request from the Service Manager of Municipal Repairs to purchase a Snap-On Changer and Wheel Balancer; and

WHEREAS, the Town Board has determined there is a need to purchase the Changer and Wheel Balancer; and

WHEREAS, the Town Board has been provided with a proposal for one Snap-on Changer and Wheel Balancer from Snap-On pursuant to contract between Nassau County and the State of New York; and

WHEREAS, Section 103(16) of the General Municipal Law exempts from competitive bidding purchase contracts for apparatus, materials, equipment and supplies, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district; and

WHEREAS, in accordance with the Town's Procurement Policy and the General Municipal Law, the Town Board wishes to authorize the Municipal Repairs Service Manager to purchase the Changer and Wheel Balancer consistent with the above referenced proposals;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes and approves the purchase of the Changer and Wheel Balancer for a price not to exceed \$17,731.72; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes and directs the Supervisor to execute any and all documents necessary to give effect to this Resolution.

Motion carried unanimously

Resolution #319 - Authorizing Town Clerk to Advertise for Bids for Generator & Replacement Gas Tank

On a motion by Councilman Denbaum
Seconded by Councilwoman McGlasson

WHEREAS, the Highway Department is in need of (1) a new generator, and (2) a replacement 500 gallon gasoline tank, at the highway garage located at 301 Smokey Hollow; and

WHEREAS, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for bids to supply and install a new generator, and to advertise for bids for the replacement of a 500 gallon gasoline tank at the Highway Department Garage;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for bids for a new generator and replacement of a 500 gallon gasoline tank for the Highway Department.

Motion carried unanimously

Resolution #320 - Add to Agenda – Recycling Center Electric Bids

On a motion by Councilwoman McGlasson
Seconded by Councilwoman Woolley

Resolved: The Recycling Center Electric Bids were added to the agenda.

Motion carried unanimously

Resolution #321 - Award Electric Bids for Recycling

On a motion by Councilwoman McGlasson
Seconded by Councilwoman Woolley

Resolved: The bid for electric at the Recycling Center are awarded to Doherty Electric.

Motion carried unanimously

Resolution #322 - Authorization to Offer Vehicles for Sale Highway Department

On a motion by Councilwoman McGlasson
Seconded by Supervisor Fleming

WHEREAS, by letter dated August 30, 2018, the Town of Kent Municipal RepairServiceManager has advised that Highway Vehicles #38, 40, 44, 49, and a Henderson9'SaltSpreader(the "Vehicles"), as more particularly described in the letter attached heretoandincorporatedherein by reference, have reached the end of their service lives, and

WHEREAS, by letter dated August 30, 2018, the Highway Superintendent, Richard Othmer, agreed that the Vehicles are no longer of productive use to the Highway Department and has requested that the Vehicles be offered for sale at auction; and

WHEREAS, the Town Board wishes to authorize the Highway Superintendent to offer the Vehicles for sale to third parties at auction, or if there are no purchasers, to scrap the Vehicles in exchange for their scrap metal value;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent authorizes the Town of Kent Highway Department to offer the Vehicles identified hereinabove for sale to third parties at auction; and

BE IT FURTHER RESOLVED, that if the offer of sale for auction results in no sale of the

Vehicles, the Town of Kent Highway Department is authorized to sell the Vehicles for their scrap metal value.
Motion carried unanimously

Resolution #323 - Authorizing Correction of Violations, Acceptance of Proposal & Charge to Property Owners.

On a motion by Councilwoman McGlasson
Seconded by Councilwoman Woolley

WHEREAS, the Code Enforcement Officer of the Town of Kent issued an Order to Remedy a Violation (the “Order to Remedy Removal of Brush”) directing the owners to remove rubbish, excess weed, grass and brush growth from the following properties:

11 Doansburg Road Tax Map 33.65-1-9
63 Union Road Tax Map 44.7-1-16; and

WHEREAS, the Order to Remedy requires each owner to correct the violations or respond to the Code Enforcement Office within ten days and, to date, the owners of the Properties have not responded; and

WHEREAS, pursuant to Chapter 55A of the Town Code of the Town of Kent regarding “Property Maintenance”, upon the failure of any owner to comply, the Building Inspector is authorized to correct a violation subject to the approval of the Town Board; and the Town Board wishes to authorize the Building Inspector to correct the violations; and

WHEREAS, consistent with the Town’s Procurement Policy, the Town of Kent requested three written proposals from contractors to correct the violations on the Properties and received one proposal in response, a copy of which is annexed hereto and incorporated by reference; and

WHEREAS, the Town Board wishes to accept the sole and therefore lowest proposal submitted by JB Affordable Lawn Care Inc., for an overall amount not to exceed \$275;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the proposal of JB Affordable Lawn Care Inc. for a total cost not to exceed \$275; and

BE IT FURTHER RESOLVED, that the actual cost of the correction of the violation, plus the accrued legal rate of interest from the date of completion of the work, shall be charged to the property owner by the Town in accordance with Chapter 55A-12(B).
Motion carried unanimously

Resolution #324 - Appointing Member to Zoning Board of Appeals

On a motion by Councilwoman Woolley
Seconded by Councilman Huestis

WHEREAS, the Town Board wishes to appoint Joseph Grieco to the Zoning Board of Appeals to fill the unexpired term ending December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, that Joseph Grieco be appointed to the Zoning Board of Appeals, with a term to expire on December 31, 2018.
Motion carried unanimously

Resolution #325 - Accepting Erosion Control Surety Bond TM#2.-1-47.1

On a motion by Councilwoman Woolley
Seconded by Councilwoman McGlasson

WHEREAS, the Planning Board, by Resolution dated December 14, 2017, has recommended that the Town Board accept (i) an Erosion Control Bond in the amount of \$25,694; (ii) a Stormwater Management Facilities Performance Bond in the amount of

\$61,857.50; and (iii) an escrow fund for inspection fees in the amount of \$1,000, from the owner of the property located at 60 Denton Lake Road, Kent New York, identified as Tax Map No. 2.-1-47.1 (the "Lot"); and

WHEREAS, the Town Board of the Town of Kent wishes to follow the recommendations of the Planning Board;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Kent hereby accepts the recommendation of the Planning Board and approves the posting of an i) an Erosion Control Bond in the amount of \$25,694; (ii) a Stormwater Management Facilities Performance Bond in the amount of \$61,857.50; and (iii) an escrow fund for inspection fees in the amount of \$1,000.
Motion carried unanimously

Resolution #326 - Authorizing Hiring of Recreation Assistant

On a motion by Councilwoman Woolley
Seconded by Councilwoman McGlasson

WHEREAS, the Town of Kent is seeking to fill the position of Recreation Assistant for the Recreation Department; and

WHEREAS, Nicole Santos has submitted a resume which reflects the proper qualifications to fill the position of Recreation Assistant; and

WHEREAS, by letter dated August 27, 2018, Jared Kuczenski, Acting Director of Recreation and Parks, recommended the hiring of Nicole Santos as Recreation Assistant

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Kent hereby authorizes the hiring of Nicole Santos as Recreation Assistant at a rate of \$15 per hour; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes the Supervisor to execute any and all documents necessary to give effect to this resolution.
Roll Call

Councilman Denbaum – nay Councilwoman McGlasson – aye
Councilman Huestis – abstained, he believes we advertised for Recreation Leader, in his interview he believed it was Recreation Leader, subject to an exam, he knows the department needs help, the office is not being open, he is by himself. On a point of order he abstained.
Councilwoman Woolley – aye Supervisor Fleming – aye
Motion carried

Resolution #327 - Authorizing Hiring of Records Clerk

On a motion by Councilwoman Woolley
Seconded by Supervisor Fleming

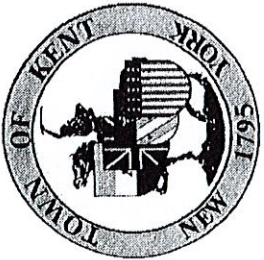
WHEREAS, the Town of Kent is seeking to fill the position of Records Clerk for the Town Clerk's Office; and

WHEREAS, Michael Antezzo has submitted a resume which reflects the proper qualifications to fill the position of Records Clerk; and

WHEREAS, by letter dated August 20, 2018, Yolanda Cappelli, Town Clerk, recommended the hiring of Michael Antezzo as Records Clerk.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Kent hereby authorizes the hiring of Michael Antezzo as Records Clerk at a rate of \$13.10 per hour; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Kent hereby authorizes the Supervisor to execute any and all documents necessary to give effect to this resolution.
Motion carried unanimously



CODE ENFORCEMENT

OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598

August 30, 2018

From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violations requiring town corrective action:

Enclosed please find violations issued by the undersigned and bids for correction.

Locations requiring correction and lowest bid for each site:
11 Deansburg Road: \$125.00.
63 Union Road: \$150.00.

Site owners have not responded to Notices of Violation.

The above stated bids have been proposed by JB Affordable Lawn Care Inc.

Putnam Handyman Construction failed to submit a bid.

Dirt and Demolition Inc. failed to submit a bid.

For your consideration and approval:


William Looney,
Zoning Enforcement Officer,
Town of Kent.

JB Affordable Lawn Care, Inc.
3 Mountain View Knolls Drive Apt. A
Fishkill, New York 12524

August 27, 2018

**To William Looney, Zoning Enforcement Officer of the
Town of Kent.**

The price is as follows for each cutting at the following properties:

11 DOANSBURG ROAD: \$125.00
63 UNION ROAD: \$150.00

Sincerely,

A handwritten signature in black ink, appearing to read "James K. Bennett". The signature is written in a cursive style with a horizontal line at the end.

James Bennett

Resolution #328 - Authorizing Town Clerk to Advertise for Bids for Water Testing at Ressique Street Landfill

On a motion by Councilwoman Woolley
Seconded by Councilwoman McGlasson

WHEREAS, the Town of Kent wishes to advertise for bids for water testing at the Ressique Street Landfill in the Town of Kent; and

WHEREAS, the Town Board of the Town of Kent wishes to authorize its Town Clerk, Yolanda D. Cappelli, to advertise for bids for water testing at the Ressique Street Landfill in the Town of Kent;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Kent hereby authorizes its Town Clerk, Yolanda D. Cappelli, to advertise for bids for water testing at the Ressique Street Landfill.
Motion carried unanimously

Resolution #329 - Approval of Vouchers and Claims

On a motion by Councilman Huestis
Seconded by Supervisor Fleming

Resolved: All vouchers and claims submitted by:

1. City Carting	\$7,173.98	Lake Carmel Garbage
	\$7,452.84	
2. Insite Engineering	\$2,659.30	Lake Carmel Dam
	\$10,767.36	
3. Intercounty Paving	\$32,799.12	Huestis Park Parking Lot
4. Lumar Plumbing	\$27,500.00	Radio Transmitter WD#1
5. Meadowland	\$8,221.54	Auto Parts
6. Medicare Reimbursements	\$20,931.08	3 rd Quarter Reimbursements
7. Peckham Materials	\$19,994.50	Blacktop
	\$19,220.71	
8. Pitney Bowes	\$2,000.00	Postage
9. Royal Carting	\$5,151.14	Recycling Garbage

Motion carried unanimously

Public Comment

Mr. Clancy thanked the board for presenting the resolution in support of what they are trying to do. Councilman Huestis also thanked the Recycling members for their support.

Resolution #330 - Adjournment

On a motion by Councilman Huestis
Seconded by Supervisor Fleming

Resolved: The Town Board meeting of September 4, 2018 adjourned at 8:46 p.m.
Motion carried unanimously

Respectfully submitted,

Yolanda D. Cappelli
Town Clerk

