



Resolution #20-34 Annexation

WHEREAS, between 1971 and 1978, the Town of Union Vale was deeded 500 acres by gift from Jean McKinney Connor, which lands make up the Town's Tymor Park and Tymor Forest, and

WHEREAS, 76.9 acres of Union Vale's Tymor Park and Forest, consisting of five tax parcels ("The Parcels"), are physically located in the adjoining Town of Beekman, and

WHEREAS, The Parcels are all unimproved and uninhabited, and taken together are contiguous to the Town of Union Vale. See the Deeds and Dutchess County Parcel Access map and printouts annexed at **Exhibit "A"** hereto and also to a proposed annexation Petition at Attachment 1 hereto, and

WHEREAS, three of The Parcels (#s 2, 4, 5) as deeded by gift to Union Vale are entirely in the Town of Beekman, and two (#s 1 and 3) were gifted to Union Vale by deeds which included lands located in both Union Vale and Beekman,

<u>Parcel #</u>	<u>Parcel Tax #s in Beekman</u>	<u>Union Vale Owned Acres in Beekman</u>
1	6759-00-017944	10 .40
2	6759-00-016862	22.20
3	6759-00-394850	23.20
4	6759-00-425738	4.90
5	6659-00-960870	16.20
Total Acres		76.90

and

WHEREAS, in the past, the Town of Beekman intermittently and without advance notice to the Town of Union Vale, chose to classify The Parcels as taxable property, which according to a review which only goes back to 2007, has cost the Town of Union Vale in excess of \$90,000 through 2019.

WHEREAS, because The Parcels are outside of the Town of Union Vale, our Constables, who patrol the Tymor Park and Forest, have no jurisdiction to act while on them, and as a result the parcels have not been regularly patrolled; and

WHEREAS, beginning in 2018, Union Vale attempted to erect a cellphone tower on one of The Parcels (43 DeForest Lane, Parcel # 5, Tax Parcel 960870), and

WHEREAS, the proposed tower would have filled coverage gaps and improved both emergency service response ability, as well as service to the residents of Union Vale, Beekman, surrounding towns and the travelling public, and

WHEREAS, Beekman opposed Union Vale's effort to utilize its property, to the point of suing to block the project (*Town of Beekman v. Town of Union Vale Town Board*, Dutchess County Index No. 2019-53354), unsuccessfully, and

WHEREAS, State Supreme Court Justice Hal B. Greenwald on May 11, 2020, held that Union Vale's SEQR process, and its determination that it should conduct the review of the cellphone tower project, following a *Monroe County Airport Authority* balancing analysis, were:

“Valid and of full effect, . . . not made in violation of lawful procedure or affected by errors of law, . . . neither arbitrary, nor capricious . . . and not made without or in excess of jurisdiction . . .,” copy at **Exhibit “B”**

and

WHEREAS, the Town of Beekman has appealed Justice Greenwald's Order, but has yet to perfect that appeal, and

WHEREAS, Union Vale's efforts to obtain state legislative approval for the use of the parkland Parcel 5 for the cell tower have been impeded and blocked, and

WHEREAS, in sum, the Town of Union Vale has for many years been unable to have full use of the lands which were gifted to it; and

WHEREAS, Union Vale, in order to assure that it will have governmental control of its lands, has proposed to proceed with a Petition under General Municipal Law Article §17 to annex The Parcels so they will be a part of the Town of Union Vale, and

WHEREAS, before formally proceeding with a Petition to annex, this Town Board requested that the Town of Beekman join Union Vale in the effort to annex The Parcels to Union Vale. A copy of the request letter as forwarded on August 20, 2020 is annexed at **Exhibit “C”** hereto, and

WHEREAS, the Town of Union Vale has received no response whatsoever from the Town of Beekman,

NOW, THEREFORE, BE IT RESOLVED that, after due deliberation, the consideration of the foregoing, and a review of the Environmental Assessment Form Part 1 annexed hereto as **Exhibit “D”**, Supervisor Maas is authorized to execute said Part 1 as drafted, and

BE IT FURTHER RESOLVED, that the Town of Union Vale hereby determines that the proposed annexation, involving less than 100 acres, is an Unlisted Action under SEQR, and

BE IT FURTHER RESOLVED, that the Town of Union Vale determines that it wishes to serve as the Lead Agency for a coordinated SEQR review of this annexation, and the Town

Clerk is authorized and directed to give notice thereof to the Town of Beekman, which is the only Involved Agency, together with copies of this Resolution, the Petition and the attachments thereto, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute, publish, post and otherwise notice and proceed with the Petition for annexation which is annexed hereto as Attachment 1, and

BE IT FURTHER RESOLVED, that the Supervisor and Councilman Welsh are authorized to contact and meet with the Town of Beekman to attempt to set an agreed date, time and place for a joint hearing on the proposed annexation pursuant to General Municipal Law §704 (2), and

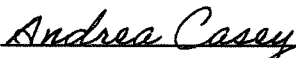
BE IT FURTHER RESOLVED, that failing their ability to reach an agreement as to such joint hearing, the Supervisor is authorized to schedule a hearing at the Town of Union Vale Town Hall within the dates allowed therefor by General Municipal Law §704(2).

Dated: October 1, 2020
Moved: Councilman Welsh
Seconded: Councilman Durland
Ayes: 5 Nays: 0

	AYE	NAY
Councilman Frazier	1	0
Councilman McGivney	1	0
Councilman Durland	1	0
Councilman Welsh	1	0
Supervisor Maas	1	0

Ayes 5 Noes 0 Resolution No. 20-34

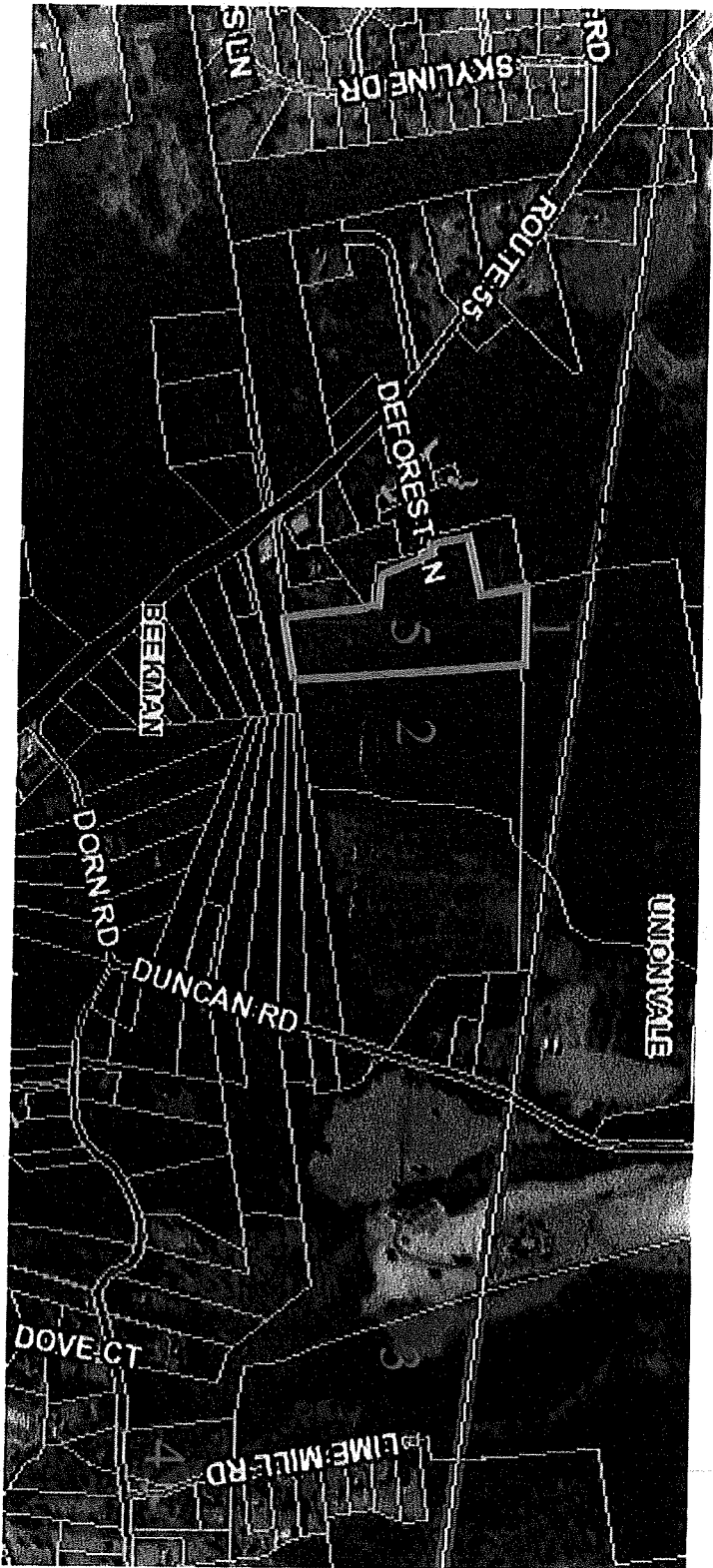
I, Andrea Casey, Town Clerk of the Town of Union Vale DO, HEREBY CERTIFY that the foregoing is a true copy of a resolution offered by Councilman Welsh, seconded by Councilman Durland and adopted at the meeting of the Town Board, held on October 1, 2020.



Town Clerk, Union Vale – ~~Andrea Casey~~

Exhibit "A"

Parcel #1 Duncan Road Rear - Tax Map ID# 6759-00-017944
Parcel #2 Duncan Road Rear - Tax Map ID# 6759-00-016862
Parcel #3 51 Lime Mill Road - Tax Map ID# 6759-00-394850
Parcel #4 177 Dorn Road - Tax Map ID# 6759-00-425738
Parcel #5 43 Deforest Lane - Tax Map ID# 6659-00-960870





ParcelAccess

Parcel #1

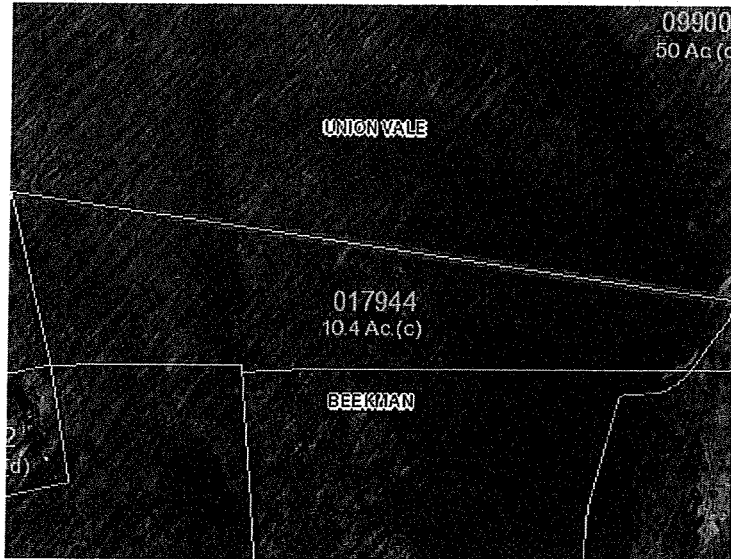
Final Roll

Parcel Grid Identification #:
132200-6759-00-017944-0000
Municipality: Beekman

Parcel Location
Duncan Rd Rear

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 10.4 Ac. Land Use Class: (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
 File Map: Agri. Dist.: (0)
 File Lot #: School District: (134601) Arlington School District
 Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$160000	\$160000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 166700

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1327	0671	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (1) None	(1) None	(2) Typical	R-90	()

Special District Information:

Special District: BF002	Primary Units:	Advalorem Value
Spec. Dist. Name: Beekman Fire	0	160000

Exemption Information:

Exemption: 13570	Amount:
Name: Town Outside Limits	\$160000

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 9/30/2020. Developed and maintained by OCIS - Dutchess County, NY.

This Indenture,

Made the seventeenth day of March nineteen hundred and seventy two

Between JEAN McKINNEY CONNOR

of Tumor Farm, Town of Union Vale, LaGrangeville, New York

part of the first part,

and TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town Board of Union Vale to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part

do hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Towns of Union Vale and Beekman, Dutchess County, New York consisting of 50.46 acres of land more or less, more particularly bounded and described as follows; by survey of Charles J. Miller, Jr. dated March 7, 1972:

PARCEL #7 ALL that parcel or farm of land situate in the Towns of Union Vale and Beekman, Dutchess County, New York, being part of the farm conveyed by Ida Horton to Glenn Ford McKinney by deed, dated January 19, 1921 and recorded in the Dutchess County Clerk's Office, in Book 413 of Deeds at Page 165 BEGINNING at the southwest corner, a point marked by a steel pin set in a stone wall corner marking the southwest corner of the lands conveyed by the above mentioned deed and continuing from said point of beginning thence easterly and partly along a stone wall, the following four courses and distances: South 76 deg. 04' 20" East 201.54 feet, South 78 deg. 24' 40" East 154.37 feet, South 77 deg. 10' 10" East 94.75 feet to a steel pin in a stone wall corner, and South 82 deg. 45' East 1640 feet more or less to a point, thence North 70 deg. 09' 00" East 242 feet more or less to a concrete monument, thence North 80 deg. 15' 00" East 244.40 feet to a concrete monument, thence North 36 deg. 49' 00" East 119.04 feet to a concrete monument, thence North 17 deg. 51' 50" East 263.88 feet to a concrete monument, thence North 33 deg. 40' 00" East 243.18 feet to a concrete monument, thence North 35 deg. 57' 00" East 170.37 feet to an iron fence post, thence Easterly along an anchor wire fence the following five courses and distances: South 72 deg. 55' 30" East 142.70 feet to a fence post, South 74 deg. 59' 05" East 110.28 feet to a fence post, South 73 deg. 59' 50" East 95.54 feet to a fence post, South 76 deg. 17' 15" East 30.92 feet to a fence post, South 78 deg. 38' 10" East 238.44 feet to a monument, and

South 78 deg. 58' 10" East 105.57 feet to a monument, thence South 0 deg. 46' 35" East 343.71 feet to a monument, thence South 16 deg. 10' 00" West 66.82 feet to a monument, thence South 3 deg. 00' 00" East 121.97 feet to a monument, thence South 46 deg. 54' 50" East 98.48 feet to a monument set in the Westerly line of Duncan Road, thence Northerly along the Westerly line of Duncan Road the following 12 courses and distances: North 39 deg. 02' 15" East 117.76 feet, North 22 deg. 02' 10" East 45.31 feet, North 12 deg. 20' 20" East 262.05 feet, North 10 deg. 21' 30" East 94.54 feet, North 14 deg. 44' 35" East 78.59 feet, North 25 deg. 52' 00" East 72.35 feet, North 36 deg. 52' 10" East 80.00 feet, North 26 deg. 33' 55" East 91.68 feet, North 32 deg. 00' 20" East 37.74 feet, North 19 deg. 51' 20" East 76.55 feet, North 12 deg. 37' 10" East 68.88 feet, and North 15 deg. 15' 20" East 114.02 feet to a point marking the Northeast corner of the herein described parcel, thence westerly along the Northerly line of the aforementioned lands formerly of Ida Horton, and along the Southerly line of lands heretofore conveyed by Jean McKinney Connor to the Town of Union Vale, and continuing along the Southerly line of the lands of Bruzgul South 87 deg. 45" West 3276 feet to a point marking the Southwest corner of lands of Bruzgul, thence South 89 deg. 00' West 308.88 feet along the Southerly line of lands of DeForest to a point marking the Northwest corner of the aforementioned lands formerly of Ida Horton, thence South 0 deg. 45' West 898.92 feet along the Easterly line of lands of DeForest to the point or place of beginning containing 50.46 acres of land more or less.

BEING part of the premises given, devised and bequeathed to Jean McKinney Connor by Paragraph Nine of the Last Will and Testament of Glenn Ford McKinney, deceased, admitted to Probate by the Surrogate's Court of Dutchess County, New York on March 5, 1934. (D.C. Treasurer's Tax Acct #105208)

Above described premises are conveyed SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

- (1) Said premises shall be part of a tract known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;
- (2) Said premises shall be left in a natural state except for trails, trail markers and fencing necessary to the operation of recreation and nature conservancy programs;
- (3) All motorized equipment and vehicles of whatever nature shall be excluded from premises herein conveyed; except for snowmobiles operating under rules and regulations of the park commission and then only upon unplowed snow-covered trails designated for such use in order to prevent erosion, small tree damage, silting, fire and disturbance of wildlife habitat;
- (4) Firearms shall not be permitted to be carried or fired on said premises;
- (5) Said premises shall not be partitioned or subdivided;
- (6) Said premises shall not be used for municipal dump purposes.

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, and *s* signs forever,

First. —That the party of the first part is seized of the said premises in fee simple and has good right to convey the same.

Second. —That the party of the second part shall quietly enjoy the said premises;

Third. —That the said premises are free from incumbrances;

Fourth. —That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. —That the party of the first part will forever warrant the title to said premises.

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

DUTCHESS COUNTY CLERK'S OFFICE
 RECEIVED ON THE 17 DAY OF Mar 1972
 AT 11 H 57 M RECORDED II
 BOOK No. 1327 OF Deeds
 AT PAGE 671 AND EXAMINED

John Heutmann CLERK

DUTCHESS COUNTY CLERK'S OFFICE
 021620

1591
 REAL ESTATE STATE OF NEW YORK
 TRANSFER TAX
 Dept. of Taxation & Finance
 MAR 17 72
 28.05
 P.S. 12743

DUTCHESS COUNTY CLERK'S OFFICE
 MAR 17 11 57 AM '72

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of:
Ralph L Connor _____ L. S.
 _____ L. S.
 _____ L. S.
 _____ L. S.

State of NEW YORK } ss:
 County of DUTCHESS }
 On the seventeenth day of March nineteen hundred and seventy two
 before me came Jean McKinney Connor

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

Ralph L Connor
 RALPH L. CONNOR
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN DUTCHESS COUNTY
 COMMISSION EXPIRES MARCH 30, 1974

673

LIBER 1327 PAGE 673

State of
County of

} ss.:

LIBER 1327 PAGE 674
674

On the
before me came

day of

nineteen hundred and

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

State of NEW YORK
County of DUTCHESS

} ss.:

On the SEVENTEENTH day of March
before me came Ralph L. Connor
witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides in Bruzgul Road, LaGrangeville, New York

that he knows Jean McKinney Connor

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

D. T. Shaw
DOUGLAS T. SHAW
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires March 30, 1973

JEAN MCKINNEY CONNOR

To

TOWN OF UNION VALE

DEED
WARRANTY

Dated, March 17, 1972

The land affected by the within instrument lies in Towns of Union Vale and Beekman

RECORD AND RETURN TO

Ralph L. Connor
Attorney at Law
Bruzgul Road
LaGrangeville, N.Y. 12540

Leave this space for use of Recording Office.



Parcel #2

Final Roll

Parcel Grid Identification #:
132200-6759-00-016862-0000
Municipality: Beekman

Parcel Location:
Duncan Rd Rear

Owner Name on March 1:
Town Of Union Vale , (P)

Primary (P) Owner Mail Address:
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 22.2 Land Use Class: (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
 File Map: Agri. Dist: (0)
 File Lot #: School District: (134601) Arlington School District
 Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$330000	\$330000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 343800

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1327	0675	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (1) None	(1) None	(2) Typical	R-90	()

Special District Information:

Special District: BF002	Primary Units:	Advalorem Value:
Spec. Dist. Name: Beekman Fire	0	330000

Exemption Information:

Exemption: 13570	Amount:
Name: Town Outside Limits	\$330000

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This report was produced with ParcelAccess Internet on 9/30/2020. Developed and maintained by OCIS - Dutchess County, NY.

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

This Indenture,

Made the seventeenth day of March nineteen hundred and seventy two

Between JEAN MCKINNEY CONNOR

of Tymor Farm, Town of Union Vale, LaGrangeville, New York

and TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the first part,

party of the second part,

Witnesseth,

that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town Board of Union Vale to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration ~~lawful money of the United States~~

paid by the party of the second part

does hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Beekman, County of Dutchess, State of New York consisting of 22.25 acres of land more or less, more particularly bounded and described as follows, by survey of Charles J. Miller, Jr. dated March 7, 1972:

~~PARCEL #8~~ All that parcel or farm of land situate in the Town of Beekman, Dutchess County, New York, being part of the farm conveyed by William J. DeLorey to Jean McKinney Connor by deed, dated June 3, 1965 and recorded in the Dutchess County Clerk's Office, in Book 1181 of Deeds at Page 31 BEGINNING at the Northwest corner, a point marked by a steel pin set in a stone wall corner, said point bearing South 76 deg. 04' 20" East 201.54 feet, South 78 deg. 24' 40" East 154.37 feet, and South 77 deg. 10' 10" East 94.75 feet along a stone wall fence from the Northwest corner of lands conveyed by William J. DeLorey to Jean McKinney Connor and continuing from said point of beginning thence Southerly along a stone wall fence, and through said lands formerly of DeLorey, the following eight courses and distances: South 7 deg. 54' 15" West 87.92 feet, South 8 deg. 43' 00" West 231.92 feet, South 9 deg. 13' 30" West 193.18 feet, South 8 deg. 25' 50" West 160.01 feet, South 8 deg. 15' 35" West 248.90 feet, South 8 deg. 32' 30" West 148.59 feet, South 10 deg. 29' 30" West 183.98 feet, and South 8 deg. 57' 50" West 86.46 feet to a steel pin set marking the Southwest corner of the herein described parcel, thence Easterly along a wire fence, the Northerly line of the lands of the "Hunting Ridge" development, formerly lands of Gold Bros., the following two courses and distances: South 84 deg. 50' 00" East 200.00 feet to a 30" Oak tree at the top of the hill, and South 84 deg. 28" East 420 feet more or less to a monument set marking the Southeast corner of the herein described parcel, thence Northerly through said lands formerly of DeLorey the following seven courses and distances: North 17 deg. 21' 20" East 330.57 feet to a monument, North 25 deg. 15' 30" East 163.54 feet to a monument, North 18 deg. 06' 30" East 373.43 feet to a monument, North 12 deg. 35' 00" East 77.20 feet to a monument, North 26 deg. 47' 40" East 277.54 feet to a monument, South 81 deg. 07' 00" East 102.73 feet to a monument, and North 70 deg. 09' 00" East 57.49 feet to a point in the Northerly line of the

aforementioned lands former of DeLorey, thence North 82 deg. 45' West 1040 feet more or less along the Northerly line of said lands formerly of DeLorey to the point or place of beginning containing 22.25 acres of land more or less. (D.C. Treasurer's Tax Account #102133)

Above described premises are conveyed SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

(1) Said premises shall be part of a tract known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;

(2) Said premises shall be left in a natural state except for trails and trail markers necessary to the operation of recreation and nature conservancy programs;

(3) All motorized equipment and vehicles of whatever nature shall be excluded from premises herein conveyed, except for snowmobiles operating under rules and regulations of the park commission and then only upon unplowed snow-covered trails designated for such use in order to prevent erosion, small tree damage, silting, fire and disturbance of wildlife habitat;

(4) Firearms shall not be permitted to be carried or fired on said premises;

(5) Said premises shall not be partitioned or subdivided;

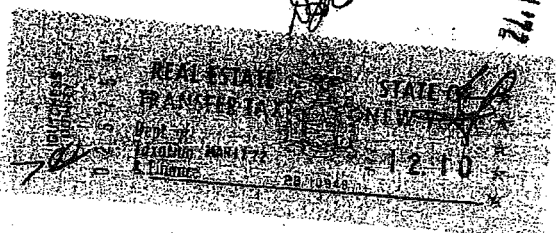
(6) Said premises shall not be used for municipal dump purposes.

1592

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 17 DAY OF Mar 1972
AT 11 H. 57 M. A. M. RECORDED IN
BOOK No 1327 OF Deeds
AT PAGE 675 AND EXAMINED

J. H. Hartmann CLERK

MAR 17 11 57 AM '72
DUTCHESS COUNTY
CLERK'S OFFICE



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, and assigns forever,

And the said party of the first part covenants as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of: *Ralph L. Connor*

Jean McKinney Connor L. S.

L. S.

L. S.

L. S.

State of: NEW YORK } ss.:
County of DUTCHESS

On the seventeenth day of March nineteen hundred and seventy two before me came Jean McKinney Connor

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

Ralph L. Connor
RALPH L. CONNOR
PUBLIC, STATE OF NEW YORK
RESIDES IN DUTCHESS COUNTY
EXPIRES MARCH 30, 1974

JEAN MCKINNEY CONNOR

To

TOWN OF UNION VALE

DEED
WARARRANTY

Dated, March 17, 1972

The land affected by the within instrument lies in Town of Beekman

RECORD AND RETURN TO

Ralph L. Connor
Attorney at Law
Bruzel Road
Lagrangeville, N.Y. 12540

8

Notary Public, State of New York
Qualified in Dutchess County
Commission Expires March 25, 1973

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

that he knows Jean McKinney Connor

before me came Ralph L. Connor the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by the duty sworn, did depose and say that he resides in Bruzel Road, Lagrangeville, New York

On the SEVENTEENTH day of March nineteen hundred and seventy two

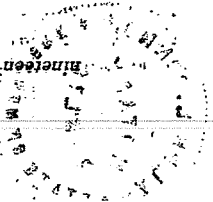
State of NEW YORK
County of DUTCHESS

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

On the day of before me came

678

PAGE 678
LIBER 1327





Parcel #3

Final Roll

Parcel Grid Identification #:
132200-6759-00-394850-0000
Municipality: Beekman

Parcel Location:
51 Lime Mill Rd

Owner Name on March 1:
Town Of Union Vale, (P)

Primary (P) Owner Mail Address:
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 23.2 Ac. Land Use Class: (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
 File Map: Agri. Dist.: (0)
 File Lot #: School District: (134601) Arlington School District
 Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$349200	\$349200	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 363800

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1349	0546	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (1) None	(1) None	(2) Typical	R-45	()

Special District Information:

Special District: BF002	Primary Units:	Advalorem Value
Spec. Dist. Name: Beekman Fire	0	349200

Exemption Information:

Exemption: 13570	Amount:
Name: Town Outside Limits	\$349200

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 9/30/2020. Developed and maintained by OCIS - Dutchess County, NY.

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY **546**

This Indenture,

Made the fifteenth day of January nineteen hundred and seventy three

Between JEAN MCKINNEY CONNOR
of Tymor Farm, Town of Union Vale, LaGrangeville, New York

and TOWN OF UNION VALE
a municipal corporation having an office at Route 55, LaGrangeville, New York.

part Y of the first part,
party of the second part,

Witnesseth, that the part Y of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town of Union Vale Board to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part
do es hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Union Vale and the Town of Beekman, County of Dutchess, State of New York consisting of 87.14 acres of land, more or less, formerly known as the Furnace Pond tract, more particularly bounded and described as follows, by survey of Charles J. Miller, Jr. dated March 7, 1972:

PARCEL #6 ALL that parcel or farm of land situate in the Town of Union Vale and the Town of Beekman, Dutchess County, New York, being part of the farm conveyed by George Roberts and Rosemond Roberts to Glenn Ford McKinney by deed, dated April 10, 1916 and recorded in the Dutchess County Clerk's Office, in Book 393 of Deeds at page 57 BEGINNING at the northwest corner, a point marked by a monument set in the division line of the lands formerly of the Winan's Farm on the north and the lands formerly of George Roberts and Rosemond Roberts, as described in Liber 393 of Deeds at page 57 on the south, said monument bearing South 84 deg. 38' 15" East 60.71 feet and South 88 deg. 26' 35" East 217.21 feet along said division line from a concrete monument set in the easterly line of Duncan Road, said monument also being in the range of the north line of lands conveyed by Ida Horton to Glenn F. McKinney and recorded in Liber 413 of Deeds at page 165 in the Dutchess County Clerk's Office, and continuing from said point of beginning thence southerly the following six courses and Distances: South 0 deg. 46' 10" East 339.96 feet to a concrete monument, South 0 deg. 46' 00" East 1226.81 feet to a concrete monument, South 4 deg. 32' 00" East 757.49 feet to a concrete monument, South 3 deg. 25' 00" East 325.28 feet to a concrete monument, South 8 deg. 57' 30" East 151.87 feet to a concrete monument, and South 5 deg. 38' 05" West 255.95 feet to a large Oak tree marking the southwest corner of the herein described parcel, thence South 67 deg. 22' 00" East 173.17 feet and South 68 deg. 31' 00" East 131.17 feet along a stone wall fence to the east end of the same, thence South 74 deg. 25' 00" East 334 feet passing along the north side of an old stone foundation to a point in the center line of an abandoned Town road, formerly known as Llewellyn Road, said point marking the southeast corner of the herein

described parcel, thence northerly along the center line of said road and according to an old description of record, North 6 deg. 00' East 100 feet, North 1 deg. 15' East 657.0 feet and North 3 deg. 00' East 366.7 feet to a point, thence leaving said road South 85 deg. 00' East 170.5 feet along a stone wall, the northerly line of lands of Clove Valley Rod & Gun Club formerly of Harris, to a point, thence northerly, easterly and northerly along lands of the Clove Valley Rod & Gun Club the following three courses and distances: North 7 deg. 45' East 1028 feet, South 89 deg. 30' East 643 feet, and North 6 deg. 45' East 1293 feet to a Rock Oak tree set in the aforementioned division line marking the northeast corner of the herein described parcel, thence westerly along said division line North 88 deg. 15' West 557 feet, due west 708.5 feet, and North 87 deg. 30' West 600 feet more or less to the point or place of beginning containing 87.14 acres of land, more or less.

BEING part of the premises given, devised and bequeathed to Jean McKinney Connor by Paragraph Nine of the Last Will and Testament of Glenn Ford McKinney, deceased, admitted to Probate by the Surrogate's Court of Dutchess County, New York on March 5, 1934. (D.C. Treasurer's Tax Accts. #105201 in part, 105206, 105209, 105211, 105212; 102130 in part)

Above described premises containing 87.14 acres of land more or less are conveyed

SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

- (1) Said premises shall be known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;
- (2) Said premises shall be left in a natural state except for trails, trail markers, camp site, existing beat house or replacement thereof;
- (3) All motorized equipment and vehicles of whatever nature including but not limited to automobiles, trucks, trail bikes, snowmobiles, boat motors but excepting emergency use of ambulance or maintenance vehicle shall be excluded from all roads, trails, ponds and streams within said premises;
- (4) Firearms shall not be permitted to be carried or fired on said premises;
- (5) Said premises shall not be partitioned or subdivided;
- (6) Said premises shall not be used for municipal dump or sewage purposes.

DUTCHESS COUNTY CLERK'S OFFICE
 RECEIVED ON THE 15 DAY OF Jan 1973
 AT 9 54 AM M. RECORDED IN
 BOOK No. 1349 OF Deeds
 AT PAGE 546 AND EXAMINED
 J. H. Hartmann CLERK

356
 REAL ESTATE STATE OF NEW YORK
 TRANSFER TAX
 Dept. of Taxation & Finance
 JAN 15 1973
 234.30

DUTCHESS COUNTY CLERK'S OFFICE

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, and assigns forever.

And the said party of the first part covenants as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same.

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of:

Ralph L Connor

Jean McKinney Connor L. S.

L. S.

L. S.

L. S.

State of NEW YORK
County of DUTCHESS

ss.:

On the 15th day of January nineteen hundred and seventy three
before me came JEAN MCKINNEY GONNOR

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

Ralph L Connor
RALPH L. GONNOR
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1974

State of
County of } ss.:

On the _____ day of _____ nineteen hundred and _____
before me came

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

State of NEW YORK
County of DUTCHESS } ss.:

On the 15th day of January nineteen hundred and seventy three
before me came Ralph L. Gonnor 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 in Bruzgul Road, LaGrangeville, New York

that he knows Jean McKinney Gonnor

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

Elizabeth S. Clifford
Elizabeth S. Clifford
Notary Public of New York
County
Commission Expires March 30, 1973

JEAN MCKINNEY GONNOR

To

TOWN OF UNION VALE

Deed
WARRANTY

Dated, January 15, 1973

The land affected by the within instrument lies in Town of Union Vale and Town of Beckman

RECORD AND RETURN TO

Ralph L. Gonnor
Attorney at Law
Bruzgul Road
LaGrangeville, N.Y. 12540

Reserve this space for use of Recording Office.

LIBER 1349 PAGE 549

549



Parcel #04

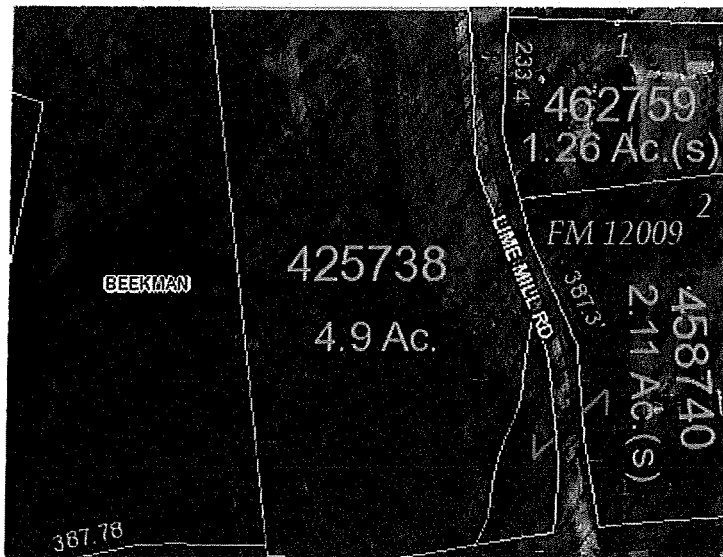
Final Roll

Parcel Grid Identification #
132200-6759-00-425738-0000
Municipality: Beekman

Parcel Location
177 Dom Rd

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 4.9 **Land Use Class:** (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
File Map: Agri. Dist.: (0)
File Lot #: School District: (134601) Arlington School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$60000	\$60000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 62500

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1377	0063	()	0

Site Information

Water Supply:	Sewer Type:	Desirability:	Zoning Code:	Used As:
(2) Private	(2) Private	(2) Typical	R-45	()

Special District Information

Special District:	Primary Units:	Advalorem Value:
BF002	0	60000
Spec. Dist. Name:		
Beekman Fire		

Exemption Information

Exemption:	Amount:
13570	\$60000
Name:	
Town Outside Limits	

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY

This report was produced with ParcelAccess Internet on 9/29/2020. Developed and maintained by OCIS - Dutchess County, NY.

This Indenture,

Made the first day of February nineteen hundred and seventy four

Between JEAN MCKINNEY CONNOR of Tymor Farm, Town of Union Vale, LaGrangeville, New York

party of the first part,

and TOWN OF UNION VALE a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town of Union Vale Board to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part

do es hereby grant and release unto the party of the second part,

and assigns forever,

That tract of land situate in the Town of Beekman, County of Dutchess, State of New York consisting of 4.984 acres of land, formerly known as the Miller tract, more particularly bounded and described as follows, by survey of Charles J. Miller, Jr. dated January 25, 1974:

PARCEL 49: ALL that parcel or farm of land situate in the Town of Beekman, Dutchess County, State of New York, being part of the farm conveyed by George Roberts and Rosemond Roberts to Glenn Ford McKinney by deed, dated April 10, 1916 and recorded in the Dutchess County Clerk's Office in Book 393 of Deeds at page 57 BEGINNING at the southeast corner, a point marked by an iron pipe marking the intersection of the division line of the lands of Jean McKinney Connor on the west and the lands now or formerly of Mancuso, as described in Liber 639 of Deeds at Page 581, on the east, with the northerly line of Dorn Road, and continuing from said point of beginning thence North 81 deg. 25' 00" West 249.78 feet and North 73 deg. 46' 05" West 82.28 feet along the northerly line of Dorn Road to an iron pipe marking the southwest corner of the herein described parcel, thence through the lands of Jean McKinney Connor North 7 deg. 50' 45" East 645.14 feet passing through a line of iron pipes to an iron pipe set at the east end of a stone wall fence marking the northwest corner of the herein described parcel, thence South 73 deg. 07' 50" East 339.58 feet along the southerly line of other lands conveyed by Jean McKinney Connor to the Town of Union Vale to an iron pipe set in the westerly line of Lime Mill Road marking the northeast corner of the herein described parcel, thence South 8 deg. 19' 25" West 193.38 feet to an iron pipe and South 11 deg. 55' 35" East 99.65 feet along the westerly line of Lime Mill Road to an iron pipe, thence South 14 deg. 19' 25" West 322.01 feet along said division line, (the westerly line of said lands now or formerly of Mancuso), to the point or place of beginning containing 4.984 acres of land. (D. G. Treasurer's Tax Account # 102132)

BEING part of the premises given, devised and bequeathed to Jean McKinney Connor by Faragraph Nine of the Last Will and Testament of Glenn Ford McKinney, deceased, admitted to Probate by the Surrogate's Court of Dutchess County, New York on March 5, 1934.

Above described premises are conveyed

SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

(1) Said premises shall be known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;

(2) Said premises shall be left in a natural state except for trails, trail markers, improvements necessary to the operation of recreation and nature conservancy programs;

(3) All motorized equipment and vehicles of whatever nature shall be excluded from all roads, trails, streams within said premises (including but not limited to automobiles, trucks, trail bikes, snowmobiles, boat motors) but excepting trucks entering for purpose of removing iron smelter slag stored on premises, emergency use of ambulance, or maintenance vehicle;

(4) Firearms shall not be permitted to be carried or fired on said premises;

(5) Said premises shall not be partitioned or subdivided;

(6) Said premises shall not be used for municipal dump or sewage purposes.

DUTCHESS COUNTY CLERK'S OFFICE

RECEIVED ON THE 4 DAY OF FEB 1974
AT 3 H 09 M P M. RECORDED IN
BOOK No. 1377 OF Deeds
AT PAGE 63 AND EXAMINED

5:30
DUTCHESS COUNTY CLERK'S OFFICE

REAL ESTATE TRANSFER TAX
Dutchess County, New York
Dept. of Taxation FEB-474
\$ 00.00
P.D. 10348

FEB 13 09 PM '74

DUTCHESS COUNTY CLERK'S OFFICE

John H. Hartmann CLERK

Ralph A. Connor
Blauvelt Rd.
Blauvelt, N.Y.

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, and assigns forever,

And the said party of the first part covenants and warrants that

First.—That the party of the first part is seized of the said premises in fee simple and has good right to convey the same;

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

In Witness Whereof, the party of the first part has herunto set her hand and seal the day and year first above written.

In presence of: Ralph L. Cour

Jean McKinney Connor L. S.
 _____ L. S.
 _____ L. S.
 _____ L. S.

State of NEW YORK }
 County of DUTCHESS } ss.:
 On the first day of February nineteen hundred and seventy four before me came JEAN MCKINNEY CONNOR

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

Ralph L. Cour
 R & R
 RALPH L. COUR
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN DUTCHESS COUNTY
 COMMISSION EXPIRES 1975

065

LIBER 1377 PAGE 65



Parcel #5

Final Roll

Parcel Grid Identification #:
132200-6659-00-960870-0000
Municipality: Beekman

Parcel Location
43 Deforest Ln

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
249 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 16.2 **Land Use Class:** (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
File Map: Agri. Dist.: (0)
File Lot #: School District: (134601) Arlington School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$240000	\$240000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 250000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1377	0066	()	0

Site Information:

Site Number:	Sewer Type:	Desirability:	Zoning Code:	Used As:
1	(1) None	(2) Typical	R-90	()

Special District Information:

Special District:	Primary Units:	Advalorem Value
BF002	0	240000
Spec. Dist. Name:		
Beekman Fire		

Exemption Information:

Exemption:	Amount:
13570	\$240000
Name:	
Town Outside Limits	

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

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THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

066

This Indenture,

Made the first day of February nineteen hundred and seventy four

Between JEAN MCKINNEY CONNOR

of Tymor Farm, Town of Union Vale, LaGrangeville, New York

part V of the first part,

and TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town of Union Vale Board to accept the premises herein conveyed and other lands for the benefit of the ~~People~~ People of Union Vale dated August 1, 1971 and other good and valuable consideration ~~known to the parties to this deed~~

paid by the party of the second part

do es hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Beekman, County of Dutchess, State of New York consisting of 1.757 acres conveyed by Paule Fratangelo to Jean McKinney Connor by deed, dated December 1, 1971 and recorded in the Dutchess County Clerk's Office, in Book 1321 of Deeds at page 416 and 14.471 acres being part of the farm conveyed by William J. DeLorey to Jean McKinney Connor by deed, dated June 3, 1965 and recorded in the Dutchess County Clerk's Office in Book 1181 of Deeds at page 31, more fully described as follows, by survey of Charles J. Miller Jr. dated May 10, 1972:

no CW

PARCEL # 10: BEGINNING at the northwest corner, a point marked by a steel pin set marking the northwest corner of a parcel of land conveyed by William J. DeLorey to Jean McKinney Connor recorded in the Dutchess County Clerk's Office in Liber 1181 of Deeds at page 31, said point also marking the southwest corner of a parcel of land conveyed by Ida Horton to Glenn Ford McKinney and recorded in the Dutchess County Clerk's Office in Liber 413 of Deeds at page 165, and continuing from said point of beginning thence South 4 deg. 41' 15" West 288.38 feet along a stone wall fence, the easterly line of lands now or formerly of DeForrest, to an iron pipe, thence North 89 deg. 04' 10" West 348.62 feet to a point, thence South 2 deg. 19' 10" East 225.00 feet to a point in the northerly line of De Forrest Lane, said point being distant 783 feet more or less easterly from the easterly line of Route 55, thence North 57 deg. 40' 50" East 50.00 feet along the northerly line of De Forrest Lane to a point, thence South 2 deg. 19' 10" East 15.00 feet along the easterly line of De Forrest Lane to the northwest corner of a parcel of land conveyed to Jean McKinney Connor by Paule Fratangelo and recorded in Liber 1321 of Deeds at Page 416,

Y Liber 1321 of Deeds at Page 116, the following, two courses and distances: South 10 deg. 35' 35" East 299.90 feet and South 66 deg. 11' 50" East 201.70 feet to a point in the stone wall fence, thence southerly running partly along a stone wall fence, the following three courses and distances: South 4 deg. 32' 25" East 148.16 feet, South 5 deg. 58' 43" West 159.75 feet and South 3 deg. 53' 05" West 212.38 feet to a point marked by a steel pin marking the southwest corner of the herein described parcel, thence South 84 deg. 30' 45" East 345.19 feet along a wire fence and running along the northerly line of lands now or formerly of Gold Bros. known as Hunting Ridge, to a steel pin marking the southeast corner of the herein described parcel, thence northerly running along a stone wall fence and along the westerly line of lands conveyed previously by Jean McKinney Connor to the Town of Union Vale, the following nine courses and distances: North 8 deg. 57' 50" East 86.46 feet, North 10 deg. 29' 30" East 183.98 feet, North 8 deg. 32' 30" East 148.59 feet, North 8 deg. 15' 35" East 248.90 feet, North 8 deg. 25' 50" East 160.01 feet, North 9 deg. 13' 30" East 193.18 feet, North 8 deg. 43' 00" East 231.92 feet, North 7 deg. 54' 15" East 87.92 feet, and North 12 deg. 05' 45" East 22.28 feet to a steel pin set in a stone wall corner marking the northeast corner of the herein described parcel, thence westerly along the southerly line of lands now or the Town of Union Vale, formerly Connor, and along a stone wall, and continuing along a wire fence, the following three courses and distances: North 77 deg. 10' 10" West 94.75 feet, North 78 deg. 24' 40" West 154.37 feet and North 76 deg. 04' 20" West 201.54 feet to the point or place of beginning containing 16.228 acres of land. (D. C. Treasurer's Tax Account #102136)

Above described premises are conveyed

SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

(1) Said premises shall be known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;

(2) Said premises shall be left in a natural state except for trails, trail markers, improvements necessary to the operation of recreation and nature conservancy programs;

(3) All motorized equipment and vehicles of whatever nature shall be excluded from all roads, trails, ponds and streams within the area of said premises;

EXCEPT for the purposes of maintenance, for snowmobiles operating under rules and regulations of the park commission and only upon unplowed snow-covered trails designated for such use in order to prevent erosion, small tree damage, silting, fire and disturbance of wildlife habitat;

(4) Firearms shall not be permitted to be carried or fired on said premises;

(5) Said premises shall not be partitioned or subdivided;

(6) Said premises shall not be used for municipal dump or sewage disposal purposes.

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,

and assigns forever,

008
TOTAL DUES \$ 1.00
ONE DOLLAR
Made the
Nineteen Hundred and
Seventy Four
Between
WILLIAM
LaGrangeville, No.

LIBER 1377 PAGE 68

And the said party of the first part covenant as follows:
First.—That the party of the first part do release of the said premises to the party of the second part and has good right to convey the same.
Second.—That the party of the second part shall quietly enjoy the said premises.
Third.—That the said premises are free from incumbrances.
Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises.
Fifth.—That the party of the first part will forever warrant the title to said premises.
Sixth.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 4 DAY OF FEB 1974
AT 3 H 09 M P M. RECORDED IN
BOOK No. 1377 OF Deeds
AT PAGE 66 AND EXAMINED

02214
DUTCHESS COUNTY CLERK'S OFFICE
REAL ESTATE TRANSFER TAX STATE OF NEW YORK
\$ 00.00
Dept. of Taxation FEB-74
6 FLOOR RD. 12249
PH UQ

FEB 4 3 09 PM '74
DUTCHESS COUNTY CLERK'S OFFICE

John H. ... CLERK

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of: *Pop L Cour*

Jean McKinney Connor L. S.
L. S.
L. S.
L. S.

State of NEW YORK
County of DUTCHESS } ss:

On the first day of February
before me came JEAN MCKINNEY CONNOR nineteen hundred and seventy four

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

R & R Pop L Cour

Exhibit "B"

SUPREME COURT- STATE OF NEW YORK
DUTCHESS COUNTY

Present:

Hon. HAL B. GREENWALD

Justice.

SUPREME COURT: DUTCHESS COUNTY

_____ x
TOWN OF BEEKMAN,

Petitioner,

DECISION AND ORDER

Index No. 2019-53354

For a Judgment pursuant to Article 78
Of the Civil Practice Law and Rules

-against-

TOWN BOARD OF THE TOWN OF UNION VALE,

Respondent.

_____ x

The following NYSCEF documents were reviewed and considered by the Court in rendering the within Decision and Order.

NYSCEF Nos.

This action was commenced as a CPLR Article 78 proceeding by the Petitioner, TOWN OF BEEKMAN (BEEKMAN) against the Respondent TOWN BOARD OF THE TOWN OF UNION VALE (UNION VALE). BEEKMAN is seeking to nullify certain resolutions (The Resolutions) made by UNION VALE approving and authorizing a 150-foot-high monopole telecommunications tower (Tower). The Tower, as approved is to be constructed on park land owned by UNION VALE within the boundaries of BEEKMAN. The Resolutions occurred at April 18, 2019 and June 6, 2019 BEEKMAN Town Board meetings.

An initial issue is whether this proceeding was properly brought as an Article 78 proceeding or should be brought as a proceeding seeking a declaratory judgment. The issues to be determined concern the environmental impact of such a project, what zoning code is applicable, and whether the proposed use comports with the underlying deed that granted the subject property to UNION VALE. There were two (2) meetings of the Town Board of the Town of UNION VALE wherein several resolutions were passed.

The April 18 Resolutions approved a certain Option and Ground Lease (The Lease), adopted a negative declaration to approve the Lease and declared UNION VALE to be the lead agency to conduct a governmental analysis under the Monroe Balancing Test.

The June 6 Resolutions adopted a negative declaration and notice of non-significance regarding the Monroe Balancing Test, approved the application of Homeland Towers, LLC (Homeland) to exempt Homeland from the BEEKMAN zoning code, and requested NYS Legislature authorize the alienation of the subject property located within Tymor Park.

BEEKMAN alleges UNION VALE has consistently ignored a lengthy list of restrictions and prohibitions against the construction of the Tower. These include ignoring a restrictive covenant in the underlying deed, local zoning requirements, various environmental mandates, and improper Monroe Balancing Test, BEEKMAN further asserts that UNION VALE has allegedly substantiated its actions by the use of a faulty, misleading and incorrect Full Environmental Assessment Form (FEAF). Additionally, BEEKMAN claims UNION VALE's conduct of various meetings was improper and without sufficient notice. BEEKMAN's Article 78 claim against UNION VALE is that the approval of the Tower was void, unlawful, arbitrary and capricious and seeks complete nullification of the April 18, 2019 and June 6, 2019 Resolutions.

CPLR 7803 sets forth the questions that may be determined in an Article 78 proceeding as follows:

7803. Questions raised

The only questions that may be raised in a proceeding under this article are:

- 1. Whether the body or officer failed to perform a duty enjoined upon it by law; or*
- 2. Whether the body or officer proceeded... without or in excess of jurisdiction; or*
- 3. Whether a determination was made in violation of lawful procedure, was affected by an error of law or was arbitrary and capricious or an abuse of discretion...*

The within matter, in the nature of a writ of mandamus, would utilize the arbitrary and capricious standard. Accordingly, this matter would properly have a four (4) month Statute of limitations. See CPLR 217. Further CPLR 7801 concerns the nature of an Article 78 proceeding and states as follows:

7801. Nature of proceeding

Relief previously obtained by writs of certiorari to review, mandamus or prohibition shall be obtained in a proceeding under this article.... Except where otherwise provided by law, a proceeding under this article shall not be used to challenge a determination:

- 1. Which is not final or can be adequately reviewed by appeal to a court or some other body or officer....*

The within proceeding concerns final decisions made as UNION VALE Town Board Resolutions that cannot be reviewed by an appeal to a court or some other body.

As a consequence of all the foregoing, the within action is properly and timely brought as an Article 78 proceeding.

IS THIS A HYBRID DECLARATORY ACTION AND ARTICLE 78 PROCEEDING?

The relief sought in the Petition (NYSCEF Doc. Nos 1-19) are judgments nullifying the above Resolutions, and is properly brought as an Article 78 proceeding. However, the Petitioner may also be seeking declaratory relief in that there is an underlying Deed (NYSCEF Doc. No.1 paragraphs 6-8 and Doc. No 8) that granted the Subject Property to UNION VALE that contains several restrictive covenants. The Deed states in relevant part:

*Above described premises are conveyed
SUBJECT to the following covenants, conditions, restrictions which shall
run with the land:*

- (1) *.....shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;*
- (2) *Said premises shall be left in a natural state except for trails, trail markers, **improvements necessary to the operation of recreation and nature conservancy programs.** (Emphasis added).*

Petitioner avers that permitting a cell tower to be constructed on the Park property violates the above restrictive covenant. Respondent UNION VALE's response by the Town Supervisor (NYSCEF Doc. No 26, paragraphs 23 and 25) consists of a restatement of the above quote and a self-serving, undocumented statement that the income from the cell tower, "...would allow us Doc. No.24) confirms that a "...portion of the language in the deed is quoted..." (Paragraph 6). The First Affirmative Defense is that BEEKMAN has failed to name certain necessary parties including, "...those who have an interest in the interpretation of the restrictive covenants in the February 1, 1974 Deed...". UNION VALE in its Memorandum of Law (NYSCEF Doc. No.30) cites a 1916 case based upon a restrictive covenant concerning property on Madison Avenue and 38th street, *Schoonmaker v Heckscher*, 171 A.D. 148 (1st Dept, 1916) aff'd 218 N.Y. 722(1916). The covenant restricted construction (at that time), to residences and did not permit certain objectionable businesses. The covenant did not affect the subject property which was outside the area to be restricted and a commercial building was constructed. UNION VALE is claiming that the subject restrictive covenant should not be deemed to limit the uses of the park land, and should be expanded to allow the construction of the subject cell tower, as its rental income would be used for the park's maintenance, consistent with and not in violation of the restrictive covenant. UNION VALE further relies on *Matter of Perrin v. Bayville Vil. Bd.*, 70 A.D.3d 835 (2nd Dep't, 2010). *Perrin* concerned the installation of two microwave dish antennae and six omnidirectional antennae on Village property. Adjacent property owners sued under Article 78. The lower court dismissed the petition. However, the Appellate Court treated the matter as an action for declaratory judgment and ruled that the restrictive covenant was too subjective and evidence, the scope, as well as the existence of the restriction.". The restrictive covenant barred any use that would be, "...offensive, dangerous or obnoxious to any owner...by reason of smoke, odor, fumes or any other use whatsoever offensive to such owners.". The Appellate Court affirmed the Article 78 dismissal and further denied the declaratory action as well.

In the within proceeding, Petitioner neither sought a declaratory judgment concerning the restrictive covenant, nor included any parties to the action other than UNION VALE. If the Court

were to decide the current application, it would result in a partial resolution of the issue of whether the cell tower is to be built. The Court could certainly rule on the “environmental” issues presented, as well as the allegations concerning proper notice. However, it appears that Petitioner BEEKMAN may be directed to add other necessary parties and to add an additional cause of action. However, at this juncture, the Court will defer a decision on whether BEEKMAN shall be directed to add additional parties and/or an additional cause of action for a declaratory judgment and instead focus on the notice issue and the “environmental” issues.

THE NOTICE ISSUE IS A NON-ISSUE

BEEKMAN claims, in effect, that it was blindsided by UNION VALE’s actions, that it did not have proper notice and states in its Petition (NYSCEF Doc. No.1) at paragraph 16 that: “Petitioner became aware of the Respondent’s approvals of the cell tower on April 29, 2019 when the Clerk of the Respondent sent copies of the approved resolution ns to the Clerk of the Petitioner.”. The cover letter from Clerk to Clerk is attached as NYSCEF Doc. No. 15.

UNION VALE’s response is set forth in paragraphs 7-14 of the Affidavit of Bethan Maas, the Town Supervisor (NYSCEF Doc. No. 26). Maas indicates that she was in regular communication, for the ten months prior to the first Resolution, with BEEKMAN’s Town Supervisor Mary Covucci. Maas states at paragraph 8 that she, “...began discussing the cell tower with Supervisor Covucci as soon as it sounded like it could become a viable project –that was in August of 2018.”. Maas further proclaims that she spoke to Supervisor Covucci that UNION VALE has been approached about a cell tower being placed in Tymor Park in Beekman. Covucci, it is alleged, advised that she had had a problem with Beekman residents concerning cell towers. Maas claimed Covucci said that UNION VALE performing the Monroe analysis, “...sounded like a good idea.” (paragraph 9). In paragraph 11 Maas claims that Covucci confided in her that she had too much resistance from Beekman residents about cell towers to the extent that she, “...did not want anything to do with a cell tower.”. Covucci purportedly said in regard to performing the Monroe test, “You take it.”, which Maas took to mean UNION VALE can do the Monroe test.

BEEKMAN has provided conflicting statements about when it claims it was notified by UNION VALE regarding the cell tower. The first date where BEEKMAN states its supervisor was notified was March 26, 2019, as set forth in the Reply Affirmation of Paul Ackerman, Esq. (NYSCEF Doc. No. 39). The Memorandum of Law (NYSCEF Doc. No. 40 states March 27, 2019. There is no rebuttal from Supervisor Covucci. The Petition (NYSCEF Doc.No.1) at paragraph 15 minimally mentions that the UNION VALES Town meetings may have violated “Public Officers Law”, without any further specificity.

BEEKMAN wants this court to agree that UNION VALE cut corners and did the minimum or less in terms of providing notice, ignoring the deed restrictions, testing, and complying with environmental regulations.

UNION VALE responds that our supervisors had multiple conversations and had proper notice, the cell tower will provide some income that is consistent with the need to maintain the park, SEQRA was complied with, the Monroe balancing test was done property and under

authority derived from BEEMAN and that the cell tower construction proposal should be constructed.

WAS UNION VALE'S ENVIRONMENTAL REVIEW SUFFICIENT?

The state SEQRA Act is to insure the state can blend environmental concerns with economic and social concerns. Simply put, governmental bodies must identify and focus attention on the environmental impact of any action it proposes to take concerning its constituents (*Jackson v. New York State Urban Development Corp.*, 67 N.Y.2d 400). *Jackson* concerned the redevelopment of Times Square in New York City and dealt with the various environmental, social and economic decisions that would impact a variety of constituents, including individuals, corporations, residents and workers. Continuing in *Jackson*, the Court of Appeals stated: "Nothing in the law requires an agency to reach a particular result on any issue, or permits the courts to second-guess the agency's choice, which **can be annulled only if arbitrary, capricious or unsupported by substantial evidence.** (Emphasis added).

BEEKMAN's position is unequivocally that UNION VALE predetermined it was going to build the subject cell tower, did everything as quickly and minimally as it could to approve the construction, did not comply with the strict SEQRA regulations, ignored its next door neighbor's concerns, all to have the cell tower built to gain \$1900 per month in rent. BEEKMAN cites *Glen-Head-Glenwood Landing Civic Council v Town of Oyster Bay*, 88 A.D.2d 484 (2nd Dep't, 1982) which concerned the rezoning of land to accommodate condominium construction. The Appellate Division affirmed the lower court's decision to annul the rezoning resolution by reason that the Town Board had improperly delegated and failed to comply with its SEQRA responsibilities. The court stated: "The test of SEQRA compliance is whether the approving agency has taken a 'hard look' at the relevant areas of environmental concern....and taken those concerns into account 'to the fullest extent possible'. BEEKMAN is correct in citing that the Legislature has, "...declared its intent that to the fullest extent possible", SEQRA is to be complied with, and that compliance with the "spirit" of the act "...does not constitute adherence to its[SEQRA] policies, 'to the fullest extent possible'" (*RyeTown/King Civic Asso. v. Rye*, 82 A.D.2d 474 [2nd Dep't, 1981]). That is what this Court must determine.

This Court has specifically reviewed the complete 683-page Certified Record of Proceedings. (NYSCEF Doc. No.31-35). Title 6, Part 617 of NYCRR concerns State Environmental Quality Review (SEQRA), and specifically as stated in 6 NYCRR 617.1(e): "This Part is intended to provide a statewide regulatory framework for the implementation of SEQRA by all state and local agencies...". Pursuant to 6 NYCRR 617.6, UNION VALE promptly determined the subject proposal was subject to SEQRA, that it was the lead agency and classified the action as "Unlisted". 6 NYCRR 617.2 contains various relevant definitions. The subject proposal for a cell tower is correctly identified as an "action", under 6 NYCRR 617.2(b). UNION VALE asserts that as the lead agency it was mandated to, and did in fact make every effort to involve, "...other agencies and the public." (NYCRR 617.3(d)). There were multiple UNION VALE and BEEKMAN Town Board and Planning Board meetings wherein the subject property was discussed, and sometimes voted upon. Several members of the community had the opportunity to voice their concerns at a meeting. At a BEEKMAN Town Board meeting on May 15, 2019 the

BEEKMAN Planning Board was designated to declare its intent to be the lead agency (NYSCEF Doc. Nos. 31-35, page 300).

The Planning Board of the Town of BEEKMAN met the next day, on May 16, 2019 to discuss issues relating to the cell tower. (NYSCEF Doc. Nos. 31-35, pages 302-305). Minutes were taken and include the following comments:

This application is for Homeland Towers to put up a cell tower off DeForest lane in Tymor Park....

*The Town of Union Vale sent a copy of the application to the Town of Beekman. The Town of Union Vale wants to review it since it is in Tymor Park **and the park is owned by the Town of Union Vale. They have always handled anything in the park.** (Emphasis added)*

There is case law – County of Monroe Document to allow The Town of Union Vale to review this.

It was stated that the Town Board thought it was appropriate for Planning Board to be Lead Agents.

There was further discussion about what part UNION VALE would play, whether BEEKMAN would be provided information, and which entity would be the lead agency. BEEKMAN was advised by its counsel that BEEKMAN would be an involved agency and have the ability to review and comment on the application. The Planning Board decided, "...not to comment on Lead Agency.". Ultimately the Planning Board of the Town of BEEKMAN made a motion that was seconded and carried that it would, "...not comment on Lead Agency so long as the Town of Beekman is listed as an involved agency.". By reason of the foregoing, the Town Board of the Town of BEEKMAN deferred its responsibility towards this project to the Planning Board of the Town of BEEKMAN, who, as is set forth above, effectively decided the Town Board of UNION VALE would be the lead agency.

Accordingly, UNION VALE declared itself to be the lead agency. The Town Board of the Town of BEEKMAN said the lead agency should be the Planning Board of the Town of BEEKMAN, and the Planning Board declined to "comment", conceding UNION VALE to be the lead agency so long as Beekman is listed as an "involved agency", which it was.

As the lead agency UNION VALE had certain obligations to investigate the issues related to the environment to comply with SEQRA and UNION VALE did the following assessments:

1. Antenna Site FCC RC Compliance assessment dated April 30, 2019, by Pinnacle Telecom Group (pages 276-294), indicating "...clear compliance with the FCC regulations and the related MPE limit, even for worse case collocation scenario.". The worst case '...RF level is still more than **45 times below the FCC MPE limit.** (Emphasis added)
2. Airspace analysis dated April 5, 2019, by Wireless Applications Corp., (page 327) concerned with possible interference by the proposed cell tower with

- airspace at two local airports. It was indicated that neither the height of the tower (150'), nor the overall height would require FAA approval.
3. Historic properties, species & wetlands review dated May 17, 2019, by EBI Consulting (page 328, pages 516-565) concerned archaeological, animal species and wetlands. The archaeological related conclusion is that the site is not eligible to be included on the National Register of Historic Property and a designation as "No Historic Properties" is recommended.
 4. EBI Consulting also performed a "Species Review" dated June 3, 2019 (pages 578-79), which found that certain bats, a turtle and mussel may be "potentially affected by activities in this location." However, there was no prohibition to continuing the work so long as certain measures are taken consistent with USFWS guidelines.
 5. Art Engineering issued a report (page 356) dated May 17, 2019 indicating the cell tower, as proposed, would be structurally sound.
 6. Saratoga Associates conducted a Visual Resource Assessment (pages 357-402) dated May 14, 2019 of a 2-mile study area surrounding the proposed cell tower. Balloon visibility testing was conducted, "...to observe the location and potential liability of the project..." (page 361). The report indicated that where the cell tower is proposed to be located, with mitigation and based upon the numbers of potential viewers, the project, "...will not cause a diminishment of the public enjoyment and appreciation of any scenic or historic resource, or one that impairs the character or quality of such a place. As such, the proposed Project will not result in an adverse visual impact." (page 369)
 7. Lane Appraisals, Inc. conducted an extensive analysis dated May 31, 2019 (pages 580-607) of the impact of the proposal on property values which concluded that, "the installation, presence and/or operation of the proposed facility [cell tower] will not result in the diminution of property values or reduce the marketability of properties in the immediate area."

The above reports indicate that UNION VALE complied with SEQRA to thoroughly investigate what is required by this project, by taking a "hard look" at all the relevant, potential environmental and social issues concerning the construction of the proposed cell tower in Tymor Park.

By Resolution 19-27, dated June 6, 2019 (NYSCEF Doc. Nos. 31-35 pages 643-652 and duplicated at pages 672-281) the Town Board of the Town of UNION VALE, with the proper authority as the lead agency, issued a negative declaration, after determining that there are no adverse or if any, they will be insignificant (*Matter of Frigault v Town of Richfield Planning Bd.* 107 A.D.3d 1347 [3rd Dep't, 2013] citing *Troy Sand & Gravel Co., Inc. v. Town of Nassau*, 82 A.D.3d 1377 [3rd Dep't, 2011], 6 NYCRR 617.7(a)[2]).

Resolution 19-27 comprehensively set out the procedural and documentary background, the prior resolutions made, the documents submitted, an extensive timeline of meetings and presentations and rationale for various determinations made by UNION VALE. One of the determinations made by UNION VALE was that it had the authority to conduct the Monroe

balancing test, especially in light of the BEEKMAN Town Board and Planning Board declining to do so. Further UNION VALE claims it is fully justified in issuing a negative declaration.

BEEKMAN challenges the above (NYSCEF Doc. No. 40 particularly). Point I and II have been reviewed above. In Point III (A) BEEKMAN incorrectly assumes there should have been an EIS concerning the subject proposal. As stated earlier, UNION VALE is the presumptive correct lead agency and has made certain determinations, namely that of a negative declaration. Once that is made there is no requirement for an EIS. UNION VALE and BEEKMAN both correctly stated that the monopole was to be 150 feet, but BEEKMAN is incorrect in stating that this exceeds the height requirement of BEEKMAN's zoning, even though UNION VALE's position is that it has immunity from BEEKMAN's zoning. UNION VALE has made all documentation and reports available to the adjacent governmental agency, to wit: the Town of Beekman through its Town Board and Planning Board.

The salient nine (9) points that must be answered to satisfy the Monroe balancing test have been answered in Resolution 19-28 (NYSCEF Doc. Nos. 31-35, pages 653-57) (*Matter of County of Monroe* [1988]). *Monroe* was similar to the case at hand in that the airport that the County of Monroe sought to expand was located within the city of Rochester. Under the older "governmental-proprietary test", the City claimed its zoning laws were applicable. The Court of Appeals essentially found that this "test" needed to be supplanted by a "balancing of public interests analytic approach", and affirmed the Appellate Division. The County expansion was free from the city of Rochester land use oversight. The result herein should be the same. The Town of UNION VALE proposal for the subject cell tower is free from the Town of BEEKMAN's land use oversight.

BEEKMAN continues to question whether UNION VALE failed to take a "hard look" to identify environmental problems. Again, a review of the many reports obtained by UNION VALE and provided to BEEKMAN suggests the opposite. UNION VALE took a "hard look", made certain determinations that the environmental impact was minimal, the project was an Unlisted action and that no EIS was necessary, all of which is fully supported by the record.

The remaining issues alleged by Respondent are not relevant.

The Court has had a full opportunity to review the submissions made by both Petitioner and Respondent and finds that the challenged resolutions were neither arbitrary, capricious or unlawful, nor were did they constitute an abuse of power.

By reason of all the foregoing it is

ORDERED, ADJUDGED and DECLARED that the challenged Town Board of UNION VALE's Resolutions made on April 18, 2019 are valid and of full legal effect, are not made in violation of lawful procedure or affected by errors of law, are neither arbitrary, nor capricious and were not made without or in excess of jurisdiction; and it is further

ORDERED, ADJUDGED and DECLARED that the challenged Town Board of UNION VALE's Resolutions made on June 6, 2019 are valid and of full legal effect, are not made in violation of lawful procedure or affected by errors of law, are neither arbitrary, nor capricious and were not made without or in excess of jurisdiction; and it is further

ORDERED that the action be and is hereby dismissed in all respects.

The foregoing constitutes the Decision and Order of the Court.

Dated: May 11, 2020
Poughkeepsie, NY

ENTER:



Hon. Hal B. Greenwald, J.S.C.

Paul Ackermann, Esq.
Wallace & Wallace, LLP
Attorneys for Petitioner
85 Civic Center Plaza, Suite LL3
Poughkeepsie, New York 12601

James E. Nelson, Esq.
Van De Water & Van De Water, LLP
Attorneys for Respondent
P.O. Box 112
85 Civic Center, Suite 101
Poughkeepsie, NY 12602

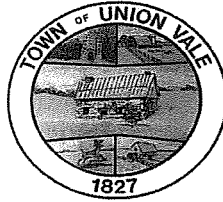
Pursuant to CPLR Section 5513, an appeal as of right must be taken within thirty days after service by a party upon the appellant of a copy of the judgment or order appealed from and written notice of its entry, except that when the appellant has served a copy of the judgment or order and written notice of its entry, the appeal must be taken within thirty days thereof.

When submitting motion papers to Judge Greenwald's Chambers, please do not submit any copies. Submit only the original papers.

Exhibit "C"

TOWN OF UNION VALE

SUPERVISOR
Betsy C. Maas



TOWN COUNCIL
Kevin Durland
Steve Frazier
Kevin McGivney
John Welsh

249 Duncan Road
LaGrangeville, NY, 12540
(845) 724-5600

Mary B. Covucci
Supervisor@townofbeekmanny.us

August 20, 2020

Ezio Battaglini
ebattaglini@townofbeekmanny.us

Robert Swartz
rswartz@townofbeekmanny.us

Werner Stiegler
wstiegler@townofbeekmanny.us

Sharon Wohrman
swohrman@townofbeekmanny.us

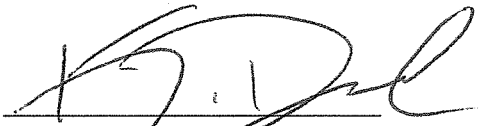
Dear Supervisor Covucci, Councilman Battaglini, Councilman Swartz, Councilman Stiegler and Councilwoman Wohrman:

In August of 2021, the Town of Union Vale will celebrate the fiftieth anniversary of Tymor Park being gifted to the "residents of the Town of Union Vale and their guests". Motivated by that historic event and other causes, the Town Board of the Town of Union Vale writes to inform you of our intention to pursue the annexation of the five parcels of land in Tymor Park belonging to the Town of Union Vale but located in the Town of Beekman. We are hoping that in celebration of our upcoming anniversary and as a gesture of neighborly goodwill, you will pass a resolution supporting annexation and join us in this effort.

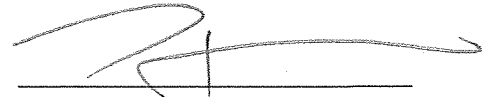
Our belief is that while the residents of Union Vale have much to gain by the annexing of our five parcels into our town, the residents of Beekman have nothing to lose. By pursuing a joint annexation process, the Town of Beekman will not suffer a financial loss and our intention is that at the end of that process your residents will not be treated any differently when they come into Tymor Park.

The annexation of our land in time for the celebration of our fiftieth anniversary gives us an opportunity to start anew as equal neighbors in hopes we can build a better relationship for the next fifty years. We hope you will join us in this annexation process, and we look forward to your being part of the celebration next August, 2021.

Respectfully yours,



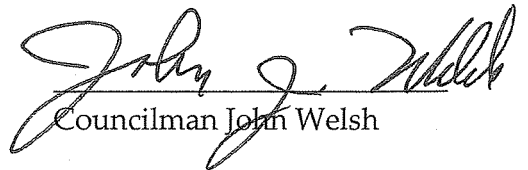
Councilman Kevin Durland



Councilman Kevin McGivney



Councilman Steve Frazier



Councilman John Welsh

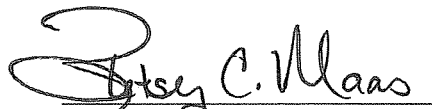

Supervisor Betsy Maas

Exhibit "D"

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Annexation by Town of Union Vale of Union Vale owned parkland located in the Town of Beekman. General Municipal Law Article 17.			
Project Location (describe, and attach a location map): Parcel #s (1) - 6759-00-017944; (2) - 6759-00-01682; (3) - 6759-00-394850, (4) - 6759-00-425738; (5) - 6659-00-960870,			
Brief Description of Proposed Action: The Town of Union Vale seeks to annex parklands located in the adjoining Town of Beekman which were gifted to Union Vale from 1971-1978 so that Union Vale may have governmental control of its lands.			
Name of Applicant or Sponsor: Town of Union Vale by its Town Board		Telephone: 845-724-5600	
Address: 249 Duncan Road		E-Mail: supervisor@unionvaleny.us	
City/PO: LaGrangeville		State: New York	Zip Code: 12540
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: General Municipal Law Art. 17 process. Town of Beekman is the only involved agency.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		76.90 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		500+ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? Woodland trails. No sidewalks or bike paths.	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>Vacant land. No energy use.</u>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>Not required</u>	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: <u>No physical disturbance of these vacant parcels. Various wetlands on the 500 Tymor Park/Farm, including 2 federal wetlands (Parcel 5), 1 at Duncan Road Rear (#2), 1 at 2 Duncan Road (#1), and Furnace Pond and Fishkill Creek (3-4).</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

- Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat. Blanding's Turtle.

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. Is the project site located in the 100-year flood plan? Furnace Pond - Fishkill Creek (Parcels 3-4)

NO	YES
<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?
If Yes,

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will storm water discharges flow to adjacent properties?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

If Yes, briefly describe:

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?

NO	YES
----	-----

If Yes, explain the purpose and size of the impoundment:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

NO	YES
----	-----

If Yes, describe:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

NO	YES
----	-----

If Yes, describe:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town of Union Vale

Date: October 2, 2020

Signature: 
Bethann Maas

Title: Supervisor

Attachment“1”

STATE OF NEW YORK
COUNTY OF DUTCHESS

-----X
TOWN BOARD OF THE TOWN OF UNION VALE

Petitioner,

TO: THE TOWN OF BEEKMAN,

**PETITION FOR ANNEXATION
OF TERRITORY FROM THE
TOWN OF BEEKMAN,
DUTCHESS COUNTY, NEW
YORK TO THE TOWN OF
UNION VALE, DUTCHESS
COUNTY, NEW YORK**

-----X
TO: THE TOWN BOARD OF THE TOWN OF BEEKMAN
DUTCHESS COUNTY, NEW YORK

Pursuant to General Municipal Law Article 17, §703, the Petitioner Town of Union Vale, Dutchess County, New York (hereinafter "Union Vale" or "Petitioner"), petitions for the annexation of territory from the Town of Beekman, Dutchess County, New York (hereinafter "Beekman") to Union Vale consisting of five tax parcels of real property (hereinafter "The Parcels") which are owned by Union Vale.

1) The Petitioner proposes and petitions that it be permitted and allowed to annex the five tax Parcels located within the Town of Beekman, and more particularly described on the Dutchess County Parcel Access map and printouts, and in the Deeds annexed at **Exhibit "A"** hereto and made a part of this Petition.

2) As detailed below, three of The Parcels (#s 2, 4, 5) as deeded by gift to Union Vale were entirely within the Town of Beekman, while two of them (#s 1 and 3) were gifted to Union Vale by deeds which included lands both in Union Vale and Beekman,

<u>Parcel #</u>	<u>Parcel Tax #s in Beekman</u>	<u>Union Vale Owned Acres in Beekman</u>
1	6759-00-017944	10.40
2	6759-00-016862	22.20
3	6759-00-394850	23.20
4	6759-00-425738	4.90
5	6659-00-960870	16.20

<i>Total Acres</i>	76.90
--------------------	--------------

- 3) The Petitioner herein is the owner of all of the assessed valuation of The Parcels described in **Exhibit "A"** as reflected upon the last preceding Town assessment roll of the Town of Beekman.
- 4) Although they are currently located in the Town of Beekman, all of The Parcels are owned by Union Vale and are part of its 500 acre Tymor Park/Tymor Forest.
- 5) There are no inhabitants of The Parcels described in Exhibit A which are the subject of this Petition, and therefore no inhabitants therein who are qualified to vote for officers in the Town of Beekman, within which they are located.
- 6) Attached hereto and marked as **Exhibit "B"** is the August 22, 2020 General Municipal Law §703 (3) request from Union Vale Town Clerk, Andrea Casey, to the Tax Assessor and Town Clerk of the Town of Beekman for a certificate of the ownership of The Parcels, their valuation, and their inhabitation. Also annexed is an August 25, 2020 clarification letter from counsel to the Town of Union Vale to the Town of Beekman Assessor and Records Officer/Clerk.
- 7) Annexed hereto and marked as **Exhibit "C"** is the response to Union Vale Town Clerk Casey from Town of Beekman Tax Assessor Paul E. Jonke, IAO., received on August 26, 2020.
- 8) Annexed hereto and marked as **Exhibit "D"** is a copy of Union Vale Town Clerk Casey's August 28, 2020 request to Town of Beekman Assessor Jonke that his response at Exhibit "C" be certified.
- 9) No response to Union Vale Clerk Casey's August 28, 2020 request for certification was received from Beekman Assessor Jonke.

10) The Petitioner annexes hereto as **Exhibit “E”** a copy of an Environmental Assessment Form, Part 1, prepared by the Town of Union Vale, based on which it was determined by Resolution #20-34, annexed at **Exhibit “F”** hereto, that this Petition and the proposed annexation is an Unlisted Action for SEQR review purposes, that the Town of Union Vale has determined to proceed with a coordinated review thereof, and that it seeks SEQR Lead Agency status.

11) Union Vale has previously attempted to use one of The Parcels (Parcel 5, 43 DeForest Lane) to erect a cellphone tower to improve both public safety response ability and service for the residents of Union Vale, Beekman and the travelling public; which effort Beekman sued to block. Attached at **Exhibit “G”** is a copy of the May 11, 2020 Decision of Supreme Court Justice Hal B. Greenwald in that matter, finding that Union Vale’s SEQR process and its determination that it should conduct the review of the cellphone project, following a *Monroe County Airport Authority* balancing analysis, were:

“Valid and of full effect, . . . not made in violation of lawful procedure or affected by errors of law, . . . neither arbitrary, nor capricious . . . and not made without or in excess of jurisdiction . . .,”

12) Union Vale Town Board Resolution #20-34, which is annexed at Exhibit F and is incorporated herein by reference, details the Town of Union Vale’s rationale for seeking to annex The Parcels so as to secure governmental control of its Town lands.

13) Resolution #20-34 at Exhibit F also authorizes the Town Supervisor to execute, serve and otherwise proceed with this Petition on behalf of the Town of Union Vale.

TOWN OF UNION VALE

BY: Bethann Maas
BETHANN MAAS, *Supervisor*

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

JOHN J. WELSH, witness, being duly sworn, says:

1) I reside at 43 CUTLER LANE, UNION VALE, in the TOWN OF UNION VALE,
County of Dutchess, State of New York;

2) I know the person whose name is subscribed to the above Petition sheet, having
one signature thereon, to be Bethann Maas, the Town of Union Vale Supervisor, and she did
subscribe the same in my presence.

John J. Welsh
, *Witness*

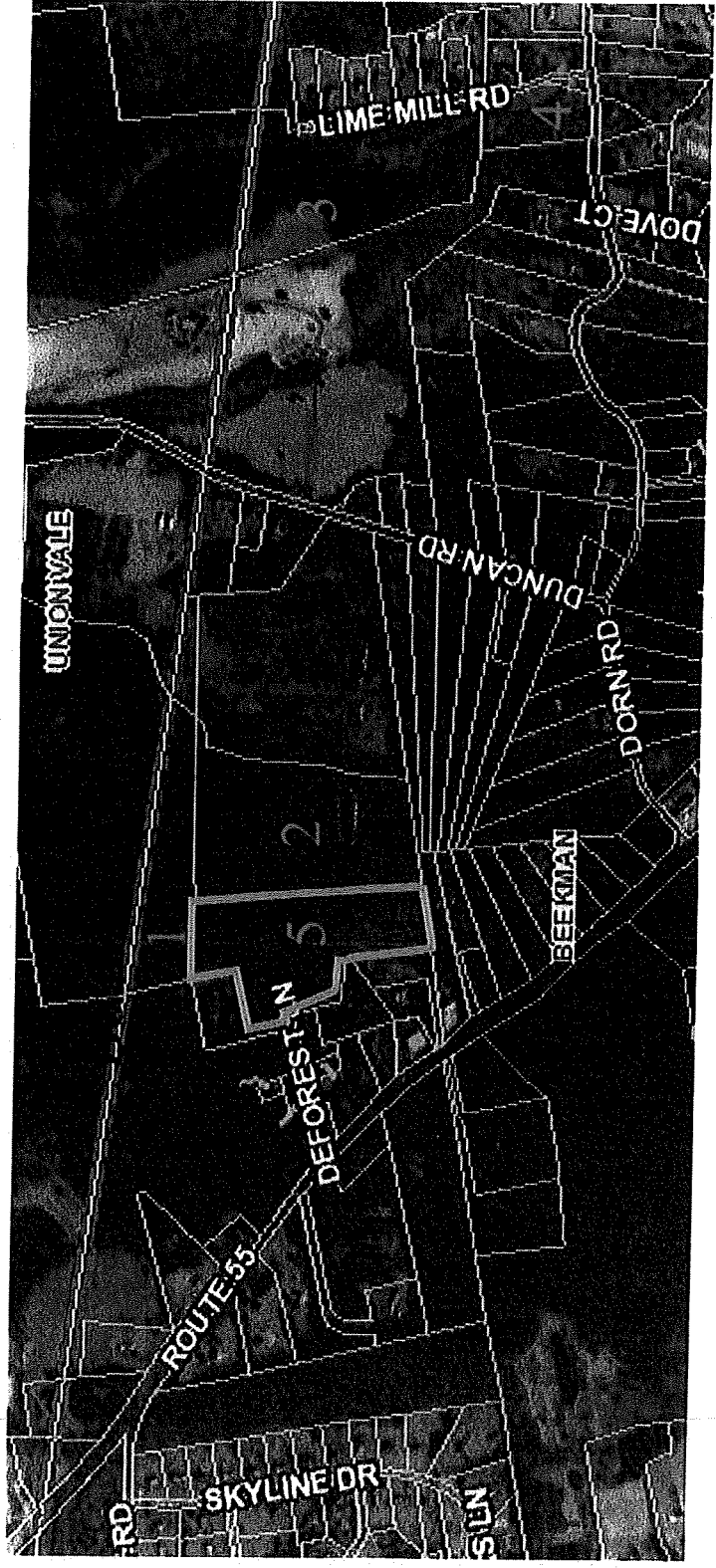
Sworn to before me this
2nd day of October, 2020

Andrea E. Casey
NOTARY PUBLIC OF THE STATE OF NEW YORK

ANDREA E. CASEY
NOTARY PUBLIC, STATE OF NEW YORK
REG. NO. 01CA6340647
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES APR. 18, 2024

Exhibit "A"

- Parcel #1 Duncan Road Rear - Tax Map ID# 6759-00-017944
- Parcel #2 Duncan Road Rear - Tax Map ID# 6759-00-016862
- Parcel #3 51 Lime Mill Road - Tax Map ID# 6759-00-394850
- Parcel #4 177 Dorn Road - Tax Map ID# 6759-00-425738
- Parcel #5 43 Deforest Lane - Tax Map ID# 6659-00-960870





Parcel #1

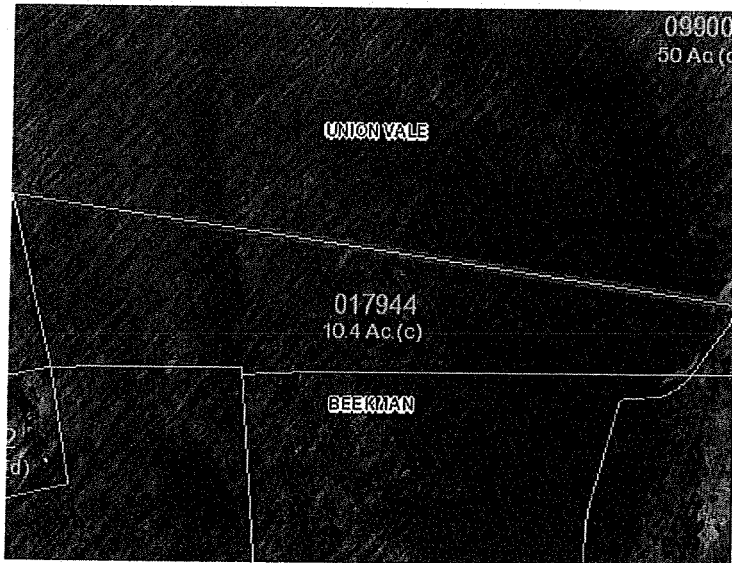
Final Roll

Parcel Grid Identification #:
132200-6759-00-017944-0000
Municipality: Beekman

Parcel Location:
Duncan Rd Rear

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 10.4 Ac. Land Use Class: (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
File Map: Agri. Dist.: (0)
File Lot #: School District: (134601) Arlington School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$160000	\$160000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 166700

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1327	0671	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (1) None	(1) None	(2) Typical	R-90	()

Special District Information:

Special District: BF002	Primary Units:	Advalorem Value:
Spec. Dist. Name: Beekman Fire	0	160000

Exemption Information:

Exemption: 13570	Amount:
Name: Town Outside Limits	\$160000

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 9/30/2020. Developed and maintained by OCIS - Dutchess County, NY.

This Indenture,

Made the seventeenth day of March nineteen hundred and seventy two

Between JEAN MCKINNEY CONNOR

of Tymor Farm, Town of Union Vale, LaGrangeville, New York

part of the first part,

and TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town Board of Union Vale to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part

do hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Towns of Union Vale and Beekman, Dutchess County, New York consisting of 50.46 acres of land more or less, more particularly bounded and described as follows; by survey of Charles J. Miller, Jr. dated March 7, 1972:

PARCEL #7 ALL that parcel or farm of land situate in the Towns of Union Vale and Beekman, Dutchess County, New York, being part of the farm conveyed by Ida Horton to Glenn Ford McKinney by deed, dated January 19, 1921 and recorded in the Dutchess County Clerk's Office, in Book 413 of Deeds at Page 165 BEGINNING at the southwest corner, a point marked by a steel pin set in a stone wall corner marking the southwest corner of the lands conveyed by the above mentioned deed and continuing from said point of beginning thence easterly and partly along a stone wall, the following four courses and distances: South 76 deg. 04' 20" East 201.54 feet, South 78 deg. 24' 40" East 154.37 feet, South 77 deg. 10' 10" East 94.75 feet to a steel pin in a stone wall corner, and South 82 deg. 45' East 1040 feet more or less to a point, thence North 70 deg. 09' 00" East 242 feet more or less to a concrete monument, thence North 80 deg. 15' 00" East 244.40 feet to a concrete monument, thence North 36 deg. 49' 00" East 119.04 feet to a concrete monument, thence North 17 deg. 51' 50" East 263.88 feet to a concrete monument, thence North 33 deg. 40' 00" East 243.18 feet to a concrete monument, thence North 35 deg. 57' 00" East 170.37 feet to an iron fence post, thence Easterly along an anchor wire fence the following five courses and distances: South 72 deg. 55' 30" East 142.70 feet to a fence post, South 74 deg. 59' 05" East 110.28 feet to a fence post, South 73 deg. 59' 50" East 95.54 feet to a fence post, South 76 deg. 17' 15" East 30.92 feet to a fence post, South 78 deg. 38' 10" East 238.44 feet to a monument, and

671

LIBER 1327 PAGE 671

South 78 deg. 58' 10" East 105.57 feet to a monument, thence South 0 deg. 46' 35" East 343.71 feet to a monument, thence South 16 deg. 10' 00" West 66.82 feet to a monument; thence South 3 deg. 00' 00" East 121.97 feet to a monument, thence South 46 deg. 54' 50" East 98.48 feet to a monument set in the Westerly line of Duncan Road, thence Northerly along the Westerly line of Duncan Road the following 12 courses and distances: North 39 deg. 02' 15" East 117.76 feet, North 22 deg. 02' 10" East 45.31 feet, North 12 deg. 20' 20" East 262.05 feet, North 10 deg. 21' 30" East 94.54 feet, North 14 deg. 44' 35" East 78.59 feet, North 25 deg. 52' 00" East 72.35 feet, North 36 deg. 52' 10" East 80.00 feet, North 26 deg. 33' 55" East 91.68 feet, North 32 deg. 00' 20" East 37.74 feet, North 19 deg. 51' 20" East 76.55 feet, North 12 deg. 37' 10" East 68.88 feet, and North 15 deg. 15' 20" East 114.02 feet to a point marking the Northeast corner of the herein described parcel, thence westerly along the Northerly line of the aforementioned lands formerly of Ida Horton, and along the Southerly line of lands heretofore conveyed by Jean McKinney Connor to the Town of Union Vale, and continuing along the Southerly line of the lands of Bruzgul South 87 deg. 45" West 3276 feet to a point marking the Southwest corner of lands of Bruzgul, thence South 89 deg. 00' West 308.88 feet along the Southerly line of lands of DeForest to a point marking the Northwest corner of the aforementioned lands formerly of Ida Horton, thence South 0 deg. 45' West 898.92 feet along the Easterly line of lands of DeForest to the point or place of beginning containing 50.46 acres of land more or less

BEING part of the premises given, devised and bequeathed to Jean McKinney Connor by Paragraph Nine of the Last Will and Testament of Glenn Ford McKinney, deceased, admitted to Probate by the Surrogate's Court of Dutchess County, New York on March 5, 1934. (D.C. Treasurer's Tax Acct #105208)

Above described premises are conveyed SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

- (1) Said premises shall be part of a tract known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;
- (2) Said premises shall be left in a natural state except for trails, trail markers and fencing necessary to the operation of recreation and nature conservancy programs;
- (3) All motorized equipment and vehicles of whatever nature shall be excluded from premises herein conveyed; except for snowmobiles operating under rules and regulations of the park commission and then only upon unplowed snow-covered trails designated for such use in order to prevent erosion, small tree damage, silting, fire and disturbance of wildlife habitat;
- (4) Firearms shall not be permitted to be carried or fired on said premises;
- (5) Said premises shall not be partitioned or subdivided;
- (6) Said premises shall not be used for municipal dump purposes.

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, and *s* signs forever,

First.—That the party of the first part is seized of the said premises in fee simple and has good right to convey the same,
Second.—That the party of the second part shall quietly enjoy the said premises;
Third.—That the said premises are free from incumbrances;
Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;
Fifth.—That the party of the first part will forever warrant the title to said premises.
Sixth.—That the grantor, in compliance with Section 89 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

DUTCHESS COUNTY CLERK'S OFFICE
 RECEIVED ON THE 17 DAY OF May 1972
 AT 11 H 57 M RECORDED IN
 BOOK No. 1327 OF Deeds
 AT PAGE 671 AND EXAMINED
 John H. Hartmann CLERK

1591
 REAL ESTATE TRANSFER TAX STATE OF NEW YORK
 Dept. of Taxation & Finance MAR 17 72
 \$ 28.05
 P.B. 17343

DUTCHESS COUNTY CLERK'S OFFICE
 MAY 17 11 57 AM '72

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of:
 Ralph L. Connor _____ L. S.
 Jean McKinney Connor _____ L. S.
 _____ L. S.
 _____ L. S.

State of NEW YORK } ss.
 County of DUTCHESS }
 On the seventeenth day of March nineteen hundred and seventy two
 before me came Jean McKinney Connor

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

Ralph L. Connor
 RALPH L. CONNOR
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN DUTCHESS COUNTY
 COMMISSION EXPIRES MARCH 30, 1974

673

LIBER 1327 PAGE 673

State of
County of

} ss.:

LIBER 1327 PAGE 674
674

On the
before me came

day of:

nineteen hundred and

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

State of NEW YORK
County of DUTCHESS

} ss.:

On the SEVENTEENTH day of March
before me came Ralph L. Connor 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 in Bruzgul Road, LaGrangeville, New York

that he knows Jean McKinney Connor

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

D. T. Shaw
DOUGLAS T. SHAW
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires March 30, 1973

JEAN MCKINNEY CONNOR

To

TOWN OF UNION VALE

DEED
WARRANTY

Dated, March 17, 1972.

The land affected by the within instrument lies in Towns of Union Vale and Beekman

RECORD AND RETURN TO

Ralph L. Connor
Attorney at Law
Bruzgul Road
LaGrangeville, N.Y. 12540

Leave this space for use of Recording Office.



Parcel #2

Final Roll

Parcel Grid Identification #:
132200-6759-00-016862-0000
Municipality: Beekman

Parcel Location
Duncan Rd Rear

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 22.2 Land Use Class: (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks:
Ac City/Town/Village Public Parks and Recreation Areas
File Map: Agri. Dist.: (0)
File Lot #: School District: (134601) Arlington School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$330000	\$330000	\$0	\$0	\$0	\$0
Tax Code:	Roll Section:	Uniform %:	Full Market Value:		
N: Non-Homestead	8	96	\$ 343800		

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1327	0675	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply:	(1) None	(2) Typical	R-90	()
(1) None				

Special District Information:

Special District: BF002	Primary Units:	Advalorem Value
Spec. Dist. Name:	0	330000
Beekman Fire		

Exemption Information:

Exemption: 13570	Amount:
Name:	\$330000
Town Outside Limits	

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 9/30/2020. Developed and maintained by OCIS - Dutchess County, NY.

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

This Indenture,

Made the seventeenth day of March nineteen hundred

and seventy two

Between JEAN MCKINNEY CONNOR

of Tymor Farm, Town of Union Vale, LaGrangeville, New York

and TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

part of the first part,
party of the second part,

Witnesseth,

that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town Board of Union Vale to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part

does hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Beekman, County of Dutchess, State of New York consisting of 22.25 acres of land more or less, more particularly bounded and described as follows, by survey of Charles J. Miller, Jr. dated March 7, 1972:

~~PARCEL #8~~ All that parcel or farm of land situate in the Town of Beekman, Dutchess County, New York, being part of the farm conveyed by William J. DeLorey to Jean McKinney Connor by deed, dated June 3, 1965 and recorded in the Dutchess County Clerk's Office, in Book 1181 of Deeds at Page 31 BEGINNING at the Northwest corner, a point marked by a steel pin set in a stone wall corner, said point bearing South 76 deg. 04' 20" East 201.54 feet, South 78 deg. 24' 40" East 154.37 feet, and South 77 deg. 10' 10" East 94.75 feet along a stone wall fence from the Northwest corner of lands conveyed by William J. DeLorey to Jean McKinney Connor and continuing from said point of beginning thence Southerly along a stone wall fence, and through said lands formerly of DeLorey, the following eight courses and distances: South 7 deg. 54' 15" West 87.92 feet, South 8 deg. 43' 00" West 231.92 feet, South 9 deg. 13' 30" West 193.18 feet, South 8 deg. 25' 50" West 160.01 feet, South 8 deg. 15' 35" West 248.90 feet, South 8 deg. 32' 30" West 148.59 feet, South 10 deg. 29' 30" West 183.98 feet, and South 8 deg. 57' 50" West 86.46 feet to a steel pin set marking the Southwest corner of the herein described parcel, thence Easterly along a wire fence, the Northerly line of the lands of the "Hunting Ridge" development, formerly lands of Gold Bros., the following two courses and distances: South 84 deg. 50' 00" East 200.00 feet to a 30" Oak tree at the top of the hill, and South 84 deg. 28" East 420 feet more or less to a monument set marking the Southeast corner of the herein described parcel, thence Northerly through said lands formerly of DeLorey the following seven courses and distances: North 17 deg. 21' 20" East 330.57 feet to a monument, North 25 deg. 15' 30" East 163.54 feet to a monument, North 18 deg. 06' 30" East 373.43 feet to a monument, North 12 deg. 35' 00" East 77.20 feet to a monument, North 26 deg. 47' 40" East 277.54 feet to a monument, South 81 deg. 07' 00" East 102.73 feet to a monument, and North 70 deg. 09' 00" East 57.49 feet to a point in the Northerly line of the

aforementioned lands former of DeLorey, thence North 82 deg. 45' West 1040 feet more or less along the Northerly line of said lands formerly of DeLorey to the point or place of beginning containing 22.25 acres of land more or less. (D.C. Treasurer's Tax Account #102133)

Above described premises are conveyed SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

(1) Said premises shall be part of a tract known as Tumor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;

(2) Said premises shall be left in a natural state except for trails and trail markers necessary to the operation of recreation and nature conservancy programs;

(3) All motorized equipment and vehicles of whatever nature shall be excluded from premises herein conveyed, except for snowmobiles operating under rules and regulations of the park commission and then only upon unplowed snow-covered trails designated for such use in order to prevent erosion, small tree damage, silting, fire and disturbance of wildlife habitat;

(4) Firearms shall not be permitted to be carried or fired on said premises;

(5) Said premises shall not be partitioned or subdivided;

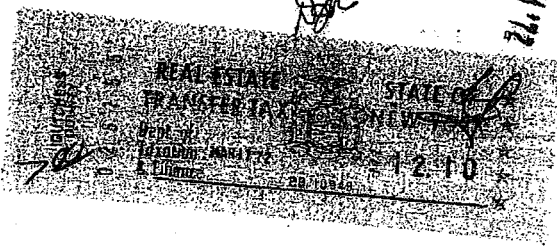
(6) Said premises shall not be used for municipal dump purposes.

1592

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 17 DAY OF Mar 1972
AT 11 H. 57 M. A. M. RECORDED IN
BOOK No. 1327 OF Deeds
AT PAGE 675 AND EXAMINED

John Heutmann CLERK

MAR 17 11 57 AM '72
DUTCHESS COUNTY
CLERK'S OFFICE



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, and assigns forever,

And the said party of the first part covenants as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of: *Ralph L. Connor*

Jean McKinney Connor L. S.

_____ L. S.

_____ L. S.

_____ L. S.

State of: NEW YORK }
County of DUTCHESS } ss.:

On the seventeenth day of March nineteen hundred and seventy two before me came Jean McKinney Connor

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

Ralph L. Connor
RALPH L. CONNOR
PUBLIC, STATE OF NEW YORK
NOTARY PUBLIC
DUTCHESS COUNTY
EXPIRES MARCH 30, 1974

JEAN MCKINNEY CONNOR

To

TOWN OF UNION VALE

Deed
WARARRANTY

Dated, March 17, 1972

The land affected by the within instrument lies in Town of Beekman

RECORD AND RETURN TO

Ralph L. Connor
Attorney at Law
Bruzgul Road
Lagrangeville, N.Y. 12540

Notary Public, State of New York
Qualified in Sullivan County
Commission Expires May 23, 1973

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

that he knows Jean McKinney Connor
sworn, did depose and say that he resides in Bruzgul Road, Lagrangeville, New York
witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly before me came Ralph L. Connor
On the SEVENTEENTH day of March
nineteen hundred and seventy two

State of NEW YORK
County of DUTCHESS

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

On the day of
nineteen hundred and



Parcel #3

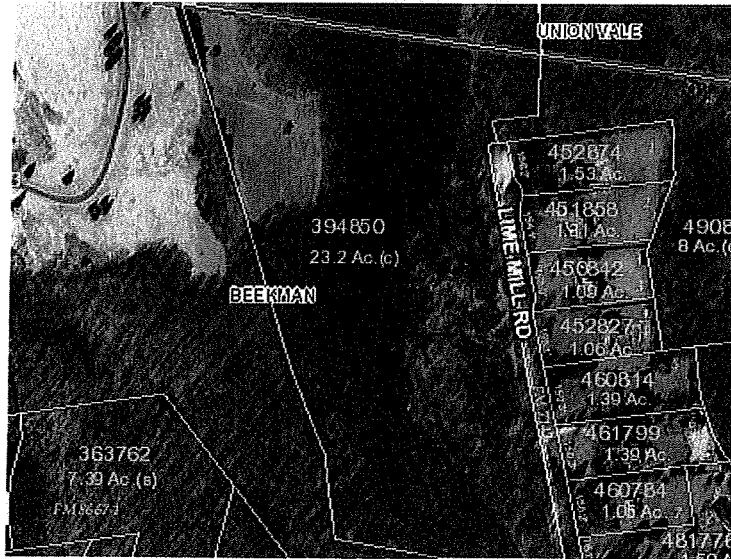
Final Roll

Parcel Grid Identification #:
132200-6759-00-394850-0000
Municipality: Beekman

Parcel Location
51 Lime Mill Rd

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 23.2 **Land Use Class:** (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village Public Parks and Recreation Areas
File Map: **Agri. Dist.:** (0)
File Lot #: **School District:** (134601) Arlington School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$349200	\$349200	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 363800

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1349	0546	()	0

Site Information

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (1) None	(1) None	(2) Typical	R-45	()

Special District Information

Special District: BF002	Primary Units:	Advalorem Value
Spec. Dist. Name: Beekman Fire	0	349200

Exemption Information

Exemption: 13570	Amount:
Name: Town Outside Limits	\$349200

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

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THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

546

This Indenture,

Made the fifteenth day of January nineteen hundred and seventy three

Between

JEAN MCKINNEY CONNOR

of Tynor Farm, Town of Union Vale, LaGrangeville, New York

part Y of the first part,

and

TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the part Y of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town of Union Vale Board to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part

do hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Union Vale and the Town of Beekman, County of Dutchess, State of New York consisting of 87.14 acres of land, more or less, formerly known as the Furnace Pond tract, more particularly bounded and described as follows, by survey of Charles J. Miller, Jr. dated March 7, 1972:

PARCEL #6 ALL that parcel or farm of land situate in the Town of Union Vale and the Town of Beekman, Dutchess County, New York, being part of the farm conveyed by George Roberts and Rosamond Roberts to Glenn Ford McKinney by deed, dated April 10, 1916 and recorded in the Dutchess County Clerk's Office, in Book 393 of Deeds at page 57 BEGINNING at the northwest corner, a point marked by a monument set in the division line of the lands formerly of the Winan's Farm on the north and the lands formerly of George Roberts and Rosamond Roberts, as described in Liber 393 of Deeds at page 57 on the south, said monument bearing South 84 deg. 36' 15" East 60.71 feet and South 88 deg. 26' 35" East 217.21 feet along said division line from a concrete monument set in the easterly line of Duncan Road, said monument also being in the range of the north line of lands conveyed by Ida Herten to Glenn F. McKinney and recorded in Liber 413 of Deeds at page 165 in the Dutchess County Clerk's Office, and continuing from said point of beginning thence southerly the following six courses and Distances: South 0 deg. 46' 10" East 399.96 feet to a concrete monument, South 0 deg. 46' 00" East 1226.81 feet to a concrete monument, South 4 deg. 32' 00" East 757.49 feet to a concrete monument, South 3 deg. 25' 00" East 325.28 feet to a concrete monument, South 8 deg. 57' 30" East 151.87 feet to a concrete monument, and South 5 deg. 38' 05" West 255.95 feet to a large Oak tree marking the southwest corner of the herein described parcel, thence South 67 deg. 22' 00" East 173.17 feet and South 68 deg. 31' 00" East 131.17 feet along a stone wall fence to the east end of the same, thence South 74 deg. 25' 00" East 334 feet passing along the north side of an old stone foundation to a point in the center line of an abandoned Town road, formerly known as Llewellyn Road, said point marking the southeast corner of the herein

described parcel, thence northerly along the center line of said road and according to an old description of record, North 6 deg. 00' East 100 feet, North 1 deg. 15' East 657.0 feet and North 3 deg. 00' East 366.7 feet to a point, thence leaving said road South 85 deg. 00' East 170.5 feet along a stone wall, the northerly line of lands of Clove Valley Rod & Gun Club formerly of Harris, to a point, thence northerly, easterly and northerly along lands of the Clove Valley Rod & Gun Club the following three courses and distances: North 7 deg. 45' East 1028 feet, South 89 deg. 30' East 643 feet, and North 6 deg. 45' East 1293 feet to a Rock Oak tree set in the aforementioned division line marking the northeast corner of the herein described parcel, thence westerly along said division line North 88 deg. 15' West 557 feet, due west 708.5 feet, and North 87 deg. 30' West 600 feet more or less to the point or place of beginning containing 87.14 acres of land, more or less.

BEING part of the premises given, devised and bequeathed to Jean McKinney Connor by Paragraph Nine of the Last Will and Testament of Glenn Ford McKinney, deceased, admitted to Probate by the Surrogate's Court of Dutchess County, New York on March 5, 1934. (D.C. Treasurer's Tax Accts. #105201 in part, 105206, 105209, 105211, 105212, 102130 in part)

Above described premises containing 87.14 acres of land more or less are conveyed

SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

- (1) Said premises shall be known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy use of the People resident in the Town of Union Vale;
- (2) Said premises shall be left in a natural state except for trails, trail markers, camp site, existing boat house or replacement thereof;
- (3) All motorized equipment and vehicles of whatever nature including but not limited to automobiles, trucks, trail bikes, snowmobiles, boat motors but excepting emergency use of ambulance or maintenance vehicle shall be excluded from all roads, trails, ponds and streams within said premises;
- (4) Firearms shall not be permitted to be carried or fired on said premises;
- (5) Said premises shall not be partitioned or subdivided;
- (6) Said premises shall not be used for municipal dump or sewage purposes.

DUTCHESS COUNTY CLERK'S OFFICE
 RECEIVED ON THE 15 DAY OF Jan 19 34
 AT 9 54 AM 1934 RECORDED IN
 BOOK No. 1349 OF Deeds
 AT PAGE 546 AND EXAMINED
John Heintzmann CLERK

DUTCHESS COUNTY

356
 REAL ESTATE STATE OF NEW YORK
 TRANSFER TAX
 Dept. of Taxation JAN 15 1934
 & FINANCE
 234.80

DUTCHESS COUNTY CLERK'S OFFICE

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, and assigns forever,

And the said party of the first part covenants as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of:

Ralph L Connor

Jean McKinney Connor L. S.

L. S.

L. S.

L. S.

State of NEW YORK
County of DUTCHESS

ss.:

On the 15th day of January nineteen hundred and seventy three before me came JEAN MCKINNEY GONNOR

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

Ralph L Connor
RALPH L GONNOR
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1974
ALBANY COUNTY LIBRARY

State of
County of } ss.:

On the _____ day of _____ nineteen hundred and _____
before me came

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

State of NEW YORK
County of DUTCHESS } ss.:

On the 15th day of January nineteen hundred and seventy three
before me came Ralph L. Connor 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 in Bruzgul Road, LaGrangeville, New York

that he knows Jean McKinney Connor

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

Elizabeth J. Clifford
Elizabeth S. Clifford
Notary Public of New York
County
Commission Expires March 30, 1973

JEAN MCKINNEY CONNOR

Ts

TOWN OF UNION VALE

DEED
WARRANTY

Dated, January 15, 1973

The land affected by the within instru-
ment lies in Town of Union Vale
and Town of Beekman

RECORD AND RETURN TO

Ralph L. Connor
Attorney at Law
Bruzgul Road
LaGrangeville, N.Y. 12540

Reserve this space for use of Recording Office.
LIBER 1349 PAGE 549
549



Parcel # 4

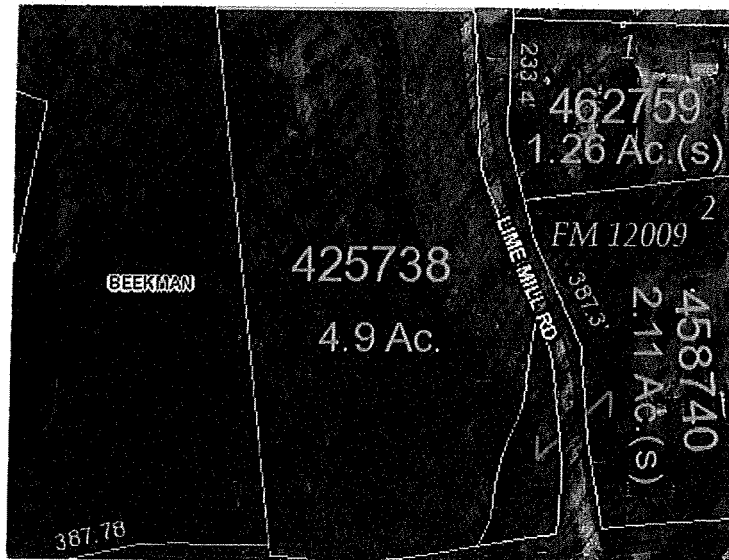
Final Roll

Parcel Grid Identification #:
132200-6759-00-425738-0000
Municipality: Beekman

Parcel Location
177 Dorn Rd

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
2 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 4.9 **Land Use Class:** (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks: City/Town/Village
Ac **Public Parks and Recreation Areas**
File Map: **Agri. Dist.:** (0)
File Lot #: **School District:** (134601) Arlington School District
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$60000	\$60000	\$0	\$0	\$0	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	96	\$ 62500

Tent. Roll:	Final. Roll:	Valuation:
5/1/2020	7/1/2020	7/1/2019

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1377	0063	()	0

Site Information

Water Supply:	Sewer Type:	Desirability:	Zoning Code:	Used As:
(2) Private	(2) Private	(2) Typical	R-45	()

Special District Information

Special District: BF002	Primary Units:	Advalorem Value
Spec. Dist. Name: Beekman Fire	0	60000

Exemption Information

Exemption: 13570	Amount:
Name: Town Outside Limits	\$60000

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY

This report was produced with ParcelAccess Internet on 9/29/2020. Developed and maintained by OCIS - Dutchess County, NY.

This Indenture,

Made the first day of February nineteen hundred and seventy four

Between JEAN MCKINNEY CONNOR of Tymor Farm, Town of Union Vale, LaGrangeville, New York

party of the first part,

and TOWN OF UNION VALE a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town of Union Vale Board to accept the premises herein conveyed and other lands for the benefit of the People of Union Vale dated August 1, 1971 and other good and valuable consideration

paid by the party of the second part

do as hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Beekman, County of Dutchess, State of New York consisting of 4.984 acres of land, formerly known as the Hall tract, more particularly bounded and described as follows, by survey of Charles J. Miller, Jr. dated January 25, 1974:

PARCEL #9: ALL that parcel or farm of land situate in the Town of Beekman, Dutchess County, State of New York, being part of the farm conveyed by George Roberts and Rosemond Roberts to Glenn Ford McKinney by deed, dated April 10, 1916 and recorded in the Dutchess County Clerk's Office in Book 393 of Deeds at page 57 BEGINNING at the southeast corner, a point marked by an iron pipe marking the intersection of the division line of the lands of Jean McKinney Connor on the west and the lands now or formerly of Mancuso, as described in Liber 639 of Deeds at Page 581, on the east, with the northerly line of Dorn Road, and continuing from said point of beginning thence North 81 deg. 25' 00" West 249.78 feet and North 73 deg. 46' 05" West 82.28 feet along the northerly line of Dorn Road to an iron pipe marking the southwest corner of the herein described parcel, thence through the lands of Jean McKinney Connor North 7 deg. 50' 45" East 645.14 feet passing through a line of iron pipes to an iron pipe set at the east end of a stone wall fence marking the northwest corner of the herein described parcel, thence South 73 deg. 07' 50" East 339.58 feet along the southerly line of other lands conveyed by Jean McKinney Connor to the Town of Union Vale to an iron pipe set in the westerly line of Lime Mill Road marking the northeast corner of the herein described parcel, thence South 8 deg. 19' 25" West 193.38 feet to an iron pipe and South 11 deg. 55' 35" East 99.65 feet along the westerly line of Lime Mill Road to an iron pipe, thence South 14 deg. 19' 25" West 322.01 feet along said division line, (the westerly line of said lands now or formerly of Mancuso), to the point or place of beginning containing 4.984 acres of land. (D. C. Treasurer's Tax Account # 102132)

BEING part of the premises given, devised and bequeathed to Jean McKinney Connor by Faragraph Nine of the Last Will and Testament of Glenn Ford McKinney, deceased, admitted to Probate by the Surrogate's Court of Dutchess County, New York on March 5, 1934.

Above described premises are conveyed

SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

(1) Said premises shall be known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;

(2) Said premises shall be left in a natural state except for trails, trail markers, improvements necessary to the operation of recreation and nature conservancy programs;

(3) All motorized equipment and vehicles of whatever nature shall be excluded from all roads, trails, streams within said premises (including but not limited to automobiles, trucks, trail bikes, snowmobiles, boat motors) but excepting trucks entering for purpose of removing iron smelter slag stored on premises, emergency use of ambulance, or maintenance vehicles;

(4) Firearms shall not be permitted to be carried or fired on said premises;

(5) Said premises shall not be partitioned or subdivided;

(6) Said premises shall not be used for municipal dump or sewage purposes.

DUTCHESS COUNTY CLERK'S OFFICE
RECEIVED ON THE 4 DAY OF FEB 1974
AT 3 H 09 M P M. RECORDED IN
BOOK No. 1377 OF Deeds
AT PAGE 63 AND EXAMINED

729 Jm
FEB 4 3 09 PM '74
DUTCHESS COUNTY CLERK'S OFFICE
REAL ESTATE TRANSFER TAX
NEW YORK
Dept. of Taxation & Finance
FEB-474
\$00.00
PH 10248
5.50

Joseph H. Hartmann CLERK

*Recd
Recd of Connor
By
M. Blayzerville, N.Y.*

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, and assigns forever.

And the said party of the first part covenants that he

First.—That the party of the first part is seized of the said premises in fee simple and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of: Ralph L. Connor

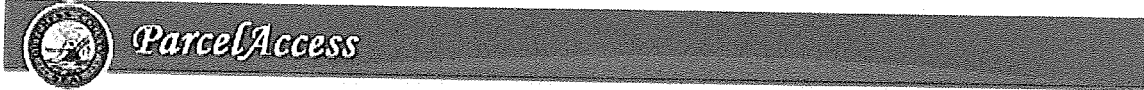
Jean McKinney Connor L. S.
 _____ L. S.
 _____ L. S.
 _____ L. S.

State of NEW YORK }
 County of DUTCHESS } ss:
 On the first day of February nineteen hundred and seventy four before me came JEAN MCKINNEY CONNOR

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

065

Ralph L. Connor
 R & R
 RALPH L. CONNOR
 NOTARY PUBLIC, STATE OF NEW YORK
 QUALIFIED IN DUTCHESS COUNTY
 COMMISSION EXPIRES 12/31/75



Parcel #5

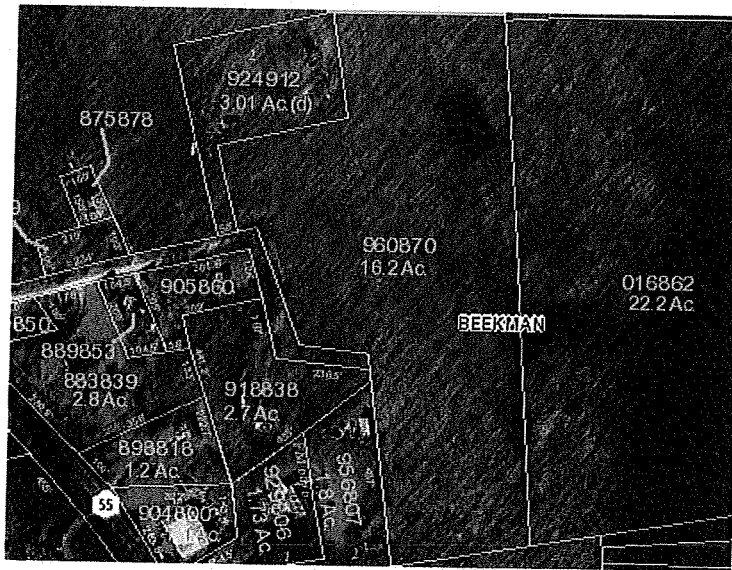
Final Roll

Parcel Grid Identification #: 132200-6659-00-960870-0000
Municipality: Beekman

Parcel Location
43 Deforest Ln

Owner Name on March 1
Town Of Union Vale , (P)

Primary (P) Owner Mail Address
249 Duncan Rd
Lagrangeville NY 125400000



Parcel Details

Size (acres): 16.2 Land Use Class: (963) Wild, Forested, Conservation Lands and Public Parks: Public Parks:
Ac City/Town/Village Public Parks and Recreation Areas
File Map: Agri. Dist.: (0)
File Lot #: School District: (134601) Arlington School District
Split Town

Assessment Information (Current)

Land: \$240000 Total: \$240000 County Taxable: \$0 Town Taxable: \$0 School Taxable: \$0 Village Taxable: \$0

Tax Code: N: Non-Homestead Roll Section: 8 Uniform %: 96 Full Market Value: \$ 250000

Tent. Roll: 5/1/2020 Final. Roll: 7/1/2020 Valuation: 7/1/2019

Last Sale/Transfer

Sales Price: \$0 Sale Date: 0 Deed Book: 1377 Deed Page: 0066 Sale Condition: () No. Parcels: 0

Site Information:

Site Number: 1 Water Supply: (1) None Sewer Type: (1) None Desirability: (2) Typical Zoning Code: R-90 Used As: ()

Special District Information:

Special District: BF002 Spec. Dist. Name: Beekman Fire Primary Units: 0 Advalorem Value: 240000

Exemption Information:

Exemption: 13570 Name: Town Outside Limits Amount: \$240000

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

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THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

066

This Indenture,

Made the first and seventy four day of February nineteen hundred

Between JEAN MCKINNEY CONNOR

of Tymor Farm, Town of Union Vale, LaGrangeville, New York

part of the first part,

and TOWN OF UNION VALE

a municipal corporation having an office at Route 55, LaGrangeville, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar lawful money of the United States, a resolution of the Town of Union Vale Board to accept the premises herein conveyed and other lands for the benefit of the ~~DANKS~~ People of Union Vale dated August 1, 1971 and other good and valuable consideration ~~known to the parties at the time of the execution of this instrument~~

paid by the party of the second part

does hereby grant and release unto the party of the second part,

and assigns forever,

All that tract of land situate in the Town of Beekman, County of Dutchess, State of New York consisting of 1.757 acres conveyed by Paule Fratangelo to Jean McKinney Connor by deed, dated December 1, 1971 and recorded in the Dutchess County Clerk's Office, in Book 1321 of Deeds at page 416 and 14.471 acres being part of the farm conveyed by William J. DeLorey to Jean McKinney Connor by deed, dated June 3, 1965 and recorded in the Dutchess County Clerk's Office in Book 1181 of Deeds at page 31, more fully described as follows, by survey of Charles J. Miller Jr. dated May 10, 1972:

no
CW

PARCEL # 10: BEGINNING at the northwest corner, a point marked by a steel pin set marking the northwest corner of a parcel of land conveyed by William J. DeLorey to Jean McKinney Connor recorded in the Dutchess County Clerk's Office in Liber 1181 of Deeds at page 31, said point also marking the southwest corner of a parcel of land conveyed by Ida Horton to Glenn Ford McKinney and recorded in the Dutchess County Clerk's Office in Liber 413 of Deeds at page 165, and continuing from said point of beginning thence South 4 deg. 41' 15" West 288.38 feet along a stone wall fence, the easterly line of lands now or formerly of DeForrest, to an iron pipe, thence North 89 deg. 04' 10" West 348.62 feet to a point, thence South 2 deg. 19' 10" East 225.00 feet to a point in the northerly line of De Forrest Lane, said point being distant 783 feet more or less easterly from the easterly line of Route 55, thence North 57 deg. 40' 50" East 50.00 feet along the northerly line of De Forrest Lane to a point, thence South 2 deg. 19' 10" East 15.00 feet along the easterly line of De Forrest Lane to the northwest corner of a parcel of land conveyed to Jean McKinney Connor by Paule Fratangelo and recorded in Liber 1321 of Deeds at Page 416,

Y Liber 1321 of Deeds at Page 116, the following, two courses and distances: South 10 deg. 35' 35" East 299.90 feet and South 66 deg. 11' 50" East 201.70 feet to a point in the stone wall fence, thence southerly running partly along a stone wall fence, the following, three courses and distances: South 4 deg. 32' 25" West 148.16 feet, South 5 deg. 58' 43" West 159.75 feet and South 3 deg. 53' 05" West 212.38 feet to a point marked by a steel pin marking the southwest corner of the herein described parcel, thence South 84 deg. 30' 45" East 345.19 feet along a wire fence and running along the northerly line of lands now or formerly of Gold Bros. known as Hunting Ridge, to a steel pin marking the southeast corner of the herein described parcel, thence northerly running along a stone wall fence and along the westerly line of lands conveyed previously by Jean McKinney Corner to the Town of Union Vale, the following, nine courses and distances: North 8 deg. 57' 50" East 86.46 feet, North 10 deg. 29' 30" East 183.98 feet, North 8 deg. 32' 30" East 148.59 feet, North 8 deg. 15' 35" East 248.90 feet, North 8 deg. 25' 50" East 160.01 feet, North 9 deg. 13' 30" East 193.18 feet, North 8 deg. 43' 00" East 231.92 feet, North 7 deg. 54' 15" East 87.92 feet, and North 12 deg. 05' 45" East 22.28 feet to a steel pin set in a stone wall corner marking the northeast corner of the herein described parcel, thence westerly along the southerly line of lands now or the Town of Union Vale, formerly Connor, and along a stone wall, and continuing along a wire fence, the following, three courses and distances: North 77 deg. 10' 10" West 94.75 feet, North 78 deg. 24' 40" West 154.37 feet and North 76 deg. 04' 20" West 201.54 feet to the point or place of beginning containing 16.228 acres of land. (D. C. Treasurer's Tax Account #102136)

Above described premises are conveyed

SUBJECT to the following covenants, conditions and restrictions which shall run with the land:

(1) Said premises shall be known as Tymor Forest, a memorial to Glenn Ford McKinney and Jean Webster, his wife, and shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;

(2) Said premises shall be left in a natural state except for trails, trail markers, improvements necessary to the operation of recreation and nature conservancy programs;

(3) All motorized equipment and vehicles of whatever nature shall be excluded from all roads, trails, ponds and streams within the area of said premises;

EXCEPT for the purposes of maintenance, for snowmobiles operating under rules and regulations of the park commission and only upon unplowed snow-covered trails designated for such use in order to prevent erosion, small tree damage, silting, fire and disturbance of wildlife habitat;

(4) Firearms shall not be permitted to be carried or fired on said premises;

(5) Said premises shall not be partitioned or subdivided;

(6) Said premises shall not be used for municipal dump or sewage disposal purposes.

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, and assigns forever,

LIBER 1377 PAGE 68

And the said party of the first part covenant as follows:

First.—That the party of the first part has and has good right to convey the same.

Second.—That the party of the second part shall quietly enjoy the said premises.

Third.—That the said premises are free from incumbrances.

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

Fifth.—That the party of the first part will forever warrant the title to said premises.

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

8/16/201
 Made the
 Nineteen Hundred and
 Between
 LaGrangeville, No.

DUTCHESS COUNTY CLERK'S OFFICE
 RECEIVED ON THE 4 DAY OF FEB 1974
 AT 3 H 29 M P M. RECORDED IN
 BOOK No. 1377 OF Deeds
 AT PAGE 66 AND EXAMINED

730
 FEB 4 3 09 PM '74
 DUTCHESS COUNTY CLERK'S OFFICE
 REAL ESTATE TRANSFER TAX STATE OF NEW YORK
 \$ 00.00
 Book of Recd. FEB -74
 6 FIGURES 82,12349
 PH UQ

John H. ... CLERK

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of: *Pop L Connor*

Jean McKinney Connor L. S.
 _____ L. S.
 _____ L. S.
 _____ L. S.

State of NEW YORK } ss:
 County of DUTCHESS }
 On the first day of February
 before me came JEAN MCKINNEY CONNOR nineteen hundred and seventy four

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

R+R Pop L Connor

Exhibit "B"



TOWN OF
BEEKMAN
New York

4 Main Street
Poughquag, NY 12570
www.townofbeekman.com
(845) 724-5300

FREEDOM OF INFORMATION REQUEST

TO: Town of Beekman : Tax Assessor Office- Paul E. Jonke, IAO

I hereby apply to inspect the following records: ***Be as specific as possible***

the Town Board of the Town of Union Vale, requests that the Beekman Tax Assessor certify information about the following five Tymor Park parcels owned by the Town of Union Vale located in the Town of Beekman:

43 DeForest Lane, 16.2 acres; Duncan Road Rear, 22.2 acres; Duncan Road Rear, 10.4 acres; 51 Lime Mill Road, , 23.2 acres; 177 Dorn Road, 4.9 acres;

1) Ownership of the five parcels; 2) Valuation of all five properties and 3) Inhabitation

Parcel grid #: parcel # 960870, parcel # 016862 ,parcel # 017944, parcel # 394850 ,parcel # 425738

Print Name: Town of Union Vale, Andrea Casey, Town Clerk

Applicant Signature: Andrea Casey Email: TownClerk@unionvaleny.us

Applicant Address: 249 Duncan Road, LaGrangeville, NY 12540

Applicant Phone: 845-724-5600 x100 or x110

(OFFICE USE ONLY)

Date Received: _____ Date Completed: _____

SIGNATURE _____ TITLE _____

Approved Denied in Whole Denied in Part

Reason for Denial _____

SIGNATURE _____ TITLE _____ DATE _____

NOTES: _____

A person denied access has the right to appeal. Please note that requests for appeals must be made in writing within 30 days of the denial to the Appeals Officer, who is the Finance Commissioner. Mail your request to:

Town of Beekman
4 Main Street
Poughquag, NY 12570

VAN DEWATER AND VAN DEWATER, LLP

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)
Robert B. Van DeWater (1921-1990)
James E. Nelson
Gerard J. Comatos, Jr.
Kyle W. Barnett
Daniel F. Thomas III

Rebecca S. Mensch

Danielle E. Strauch

85 CIVIC CENTER PLAZA, SUITE 101
P.O. BOX 112
POUGHKEEPSIE, NEW YORK 12601

(845) 452-5900
Fax (845) 452-5848

WEBSITE ADDRESS:
www.vandewaterlaw.com

GENERAL E-MAIL ADDRESS:
info@vandewaterlaw.com

August 25, 2020

Noel deCordova, Jr. (1929-2013)
Edward vK Cunningham, Jr. (1935-2018)
Ronald C. Blass, Jr. (1951-2018)
John K. Gifford
Jeffrey S. Battistoni
Of Counsel

Via Facsimile 845-724-3245 and Emails:

assessor@townofbeekmanny.us

Paul Jonke, Assessor
Town of Beekman
4 Main Street
Poughquag, New York 12570

townclerk@beekmanny.us

Laureen Abbatantuono, Records Officer Clerk
Town of Beekman
4 Main Street
Poughquag, New York 12570

Re: Union Vale Property, Assessor's Certificate, FOIL

Dear Assessor Jonke and Ms. Abbatantuono:

Attached is a copy of a request forwarded to the Town of Beekman on August 22, 2020, by our client, Andrea Casey, the Town Clerk of the Town Union Vale.

As indicated, Ms. Casey seeks a certification from the Town of Beekman Assessor as to the ownership of each of the five parcels listed in her request, the valuation of each of them, and any reference to their inhabitation, all as shown on the last preceding assessment roll of the Town of Beekman. Her request is made per General Municipal Law §703.

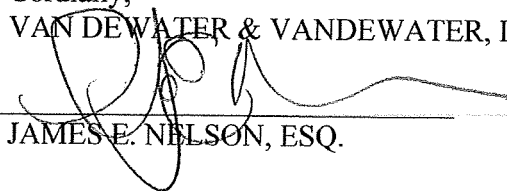
Ms. Casey has made her request on a Beekman FOIL form, and if necessary, please treat it as one for certified copies of the requested document under FOIL. Public Officers Law §89(3)(a).

If you have any questions, please feel free to call Ms. Casey, Supervisor Maas or me.

Finally, please advise if the payment of any fee is required.

Cordially,
VAN DEWATER & VANDEWATER, LLP

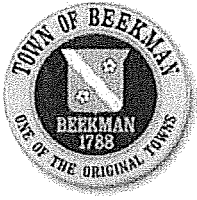
BY:


JAMES E. NELSON, ESQ.

JEN/tam

cc: Paul Ackermann, Esq. (Via Email: paul@wallacelaw.net)
Mary Covucci, Supervisor (Via Email: supervisor@townofbeekmanny.us)
Andrea Casey, Town Clerk (Via Email: townclerk@unionvaleny.us)
Betsy Maas, Town Supervisor (Via Email: supervisor@unionvaleny.us)

Exhibit "C"



TOWN OF
BEEKMAN
New York

4 Main Street
Poughquag, NY 12570
www.townofbeekman.com
(845) 724-5300

FREEDOM OF INFORMATION REQUEST

TO: Town of Beekman : Tax Assessor Office- Paul E. Jonke, IAO

I hereby apply to inspect the following records: ***Be as specific as possible***

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1) Ownership of the five parcels; 2) Valuation of all five properties and 3) Inhabitation.

Parcel grid #: parcel # 960870, parcel # 016862 ,parcel # 017944, parcel # 394850 ,parcel # 425738

Print Name: Town of Union Vale, Andrea Casey, Town Clerk

Applicant Signature: Andrea Casey Email: TownClerk@unionvaleny.us

Applicant Address: 249 Duncan Road, LaGrangeville, NY 12540

Applicant Phone: 845-724-5600 x100 or x110

(OFFICE USE ONLY)

Date Received: _____ Date Completed: _____

SIGNATURE		TITLE	
Approved	Denied in Whole	Denied in Part	
Reason for Denial			

SIGNATURE TITLE DATE

NOTES: _____

A person denied access has the right to appeal. Please note that requests for appeals must be made in writing within 30 days of the denial to the Appeals Officer, who is the Finance Commissioner. Mail your request to:

Town of Beekman
4 Main Street
Poughquag, NY 12570



6659-00-960870-0000 132200 Beekman Active R/S: 8 School: Arlington CSD Town Of Union Vale Roll Year: 2020 Curr Yr Municpl park Land AV: 240,000 43 Deforest Ln Land Size: 16.20 acres Non-Homestead Total AV: 240,000		
Owner Total: 1 Name: Town Of Union Vale Addl Addr: Union Vale Town Hall Street: 249 Duncan Rd PO Box: City: Lagrangeville, NY Zip: 12540-0000	Site Total: 1 Prpcls: Nbhd Cd: Sewer: Water: Utilities: Municpl pa 7 None None Electric	
Taxable Value County: 0 Muni: 0 School: 0 Schl after Star: 0	Miscellaneous Book: 1377 Page: 0066 Mortg: Bank: Acct No: 02960870	Land Total: 2 Type: FF: Depth: Acres: Sqft: Undevelop 0 0 2.07 0 Residual 0 0 14.13 0
Sale Total: 0 Book Page Sale Date Sale Price Owner	Building Total: 0	
Exemption Total: 1 Code Amount Term Dwn Year Pct 13570 Town Outside 240,000 0 0	Improvement Total: 0 Type Name Dim1 Dim2 SQFT Yr Built	
Special District Total: 1 Code Units Pct Type Value / Move Tax BF002 Beekman Fire .00 .00 .00		



67-59-00-016862-0000 **132200 Beekman** **Active** **R/S: 8** **School: Arlington CSD**
Town Of Union Vale **Roll Year: 2020** **Curr Yr** **Municpl park** **Land AV: 330,000**
Duncan Rd Rear **Land Size: 22.20 acres** **Non-Homestead** **Total AV: 330,000**

Owner **Total: 1**
Name: Town Of Union Vale
Addl Addr: Union Vale Town Hall
Street: 2 Duncan Rd
PO Box:
City: Lagrangeville, NY **Zip: 12540-0000**

Site **Total: 1**
Prpcls: **Nbhd Cd:** **Sewer:** **Water:** **Utilities:**
Municpl pa 7 **None** **None** **Electric**

Taxable Value
County: 0
Muni: 0
School: 0
Schl after Star: 0

Miscellaneous
Book: 1327
Page: 0675
Mortg:
Bank:
Acct No: 02016862

Land **Total: 2**
Type: **FF:** **Depth:** **Acres:** **Sqft:**
Residual 0 **0** **8.00** **0**
Woodlan 0 **0** **14.20** **0**

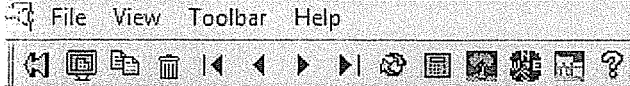
Sale **Total: 0**
Book **Page** **Sale Date** **Sale Price** **Owner**

Building **Total: 0**

Exemption **Total: 1**
Code **Amount** **Term Year** **Own Pct**
13570 Town Outside **330,000** **0** **0**

Improvement **Total: 0**
Type Name **Dim1** **Dim2** **SQFT Yr Built**

Special District **Total: 1**
Code **Units** **Pct** **Type** **Value / Move Tax**
BF002 Beekman Fire **.00** **.00** **.00**



6759-00-017944-0000 **132200 Beekman** **Active** **R/S:8** **School: Arlington CSD**
Town Of Union Vale **Roll Year: 2020** **Curr Yr** **Municpl park** **Land AV: 160,000**
Duncan Rd Rear **Land Size: 10.40 acres** **Non-Homestead** **Total AV: 160,000**

Owner **Total: 1**
Name: Town Of Union Vale
Addl Addr: Union Vale Town Hall
Street: 2 Duncan Rd
PO Box:
City: Lagrangeville, NY **Zip: 12540-0000**

Site **Total: 1**
Prcpls: **Nbhd Cd:** **Sewer:** **Water:** **Utilities:**
Municpl pa 7 **None** **None** **Electric**

Taxable Value
County: 0
Muni: 0
School: 0
Village: 0
Schl after Star: 0

Miscellaneous
Book: 1327
Page: 0671
Mortg:
Bank:
Acct No: 02017944

Land **Total: 1**
Type: **FF:** **Depth:** **Acres:** **Sqft:**
Residual 0 **0** **10.40** **0**

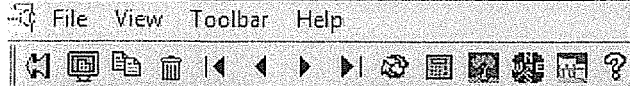
Sale **Total: 0**
Book **Page** **Sale Date** **Sale Price** **Owner**

Building **Total: 0**

Exemption **Total: 1**
Code **Amount** **Term** **Own**
13570 Town Outside **160,000** **0** **Pct 0**

Improvement **Total: 0**
Type **Name** **Dim1** **Dim2** **SQFT** **Yr Built**

Special District **Total: 1**
Code **Units** **Pct** **Type** **Value /**
BF002 Beekman Fire **.00** **.00** **Move Tax** **.00**



6759-00-394850-0000 **132200 Beekman** **Active** R/S: **8** School: **Arlington CSD**
Town Of Union Vale Roll Year: **2020** Curr Yr **Municipl park** Land AV: **349,200**
51 Lime Mill Rd Land Size: **23.20** acres **Non-Homestead** Total AV: **349,200**

Owner Total: **1**
 Name: **Town Of Union Vale**
 Addl Addr: **Union Vale Town Hall**
 Street: **2 Duncan Rd**
 PO Box:
 City: **Lagrangeville, NY** Zip: **12540-0000**

Site Total: **1**
 Prcpls: Nbhd Cd: Sewer: Water: Utilities:
Municipl pa 7 **None** **None** **Electric**

Taxable Value
 County: **0**
 Muni: **0**
 School: **0**
 Schl after Star: **0**

Miscellaneous
 Book: **1349**
 Page: **0546**
 Mortg:
 Bank:
 Acct No: **02394850**

Land Total: **2**
 Type: FF: Depth: Acres: Sqft:
Undevelc 0 **0** **1.03** **0**
Woodlan 0 **0** **22.17** **0**

Sale Total: **0**
 Book Page Sale Date Sale Price Owner

Building Total: **0**

Exemption Total: **1**
 Code Amount Term Year Own Pct
13570 Town Outside **349,200** **0** **0**

Improvement Total: **0**
 Type Name Dim1 Dim2 SQFT Yr Built

Special District Total: **1**
 Code Units Pct Type Move Tax Value /
BF002 Beekman Fire **.00** **.00** **.00**



6759-00-425733-0000 **132200 Beekman** **Active** R/S: **8** School: **Arlington CSD**
Town Of Union Vale Roll Year: **2020** **Cur Yr** **Municipl park** Land AV: **60,000**
177 Dorn Rd Land Size: **4.90 acres** **Non-Homestead** Total AV: **60,000**

Owner Total: **1**
 Name: **Town Of Union Vale**
 Addl Addr: **Union Vale Town Hall**
 Street: **2 Duncan Rd**
 PO Box:
 City: **Lagrangeville, NY** Zip: **12540-0000**

Site Total: **1**
 Prcls: Nbhd Cd: Sewer: Water: Utilities:
Municipl pa 7 **Private** **Private** **Electric**

Taxable Value
 County: **0**
 Muni: **0**
 School: **0**
 Schl after Star: **0**

Miscellaneous
 Book: **1377**
 Page: **0063**
 Mortg:
 Bank:
 Acct No: **02425738**

Land Total: **2**
 Type: FF: Depth: Acres: Sqft:
Undevelc 0 **0** **1.03** **0**
Residual 0 **0** **3.87** **0**

Sale Total: **0**
 Book Page Sale Date Sale Price Owner

Building Total: **0**

Exemption Total: **1**
 Code Amount Term Year Own Pct
13570 Town Outside **60,000** **0** **0**

Improvement Total: **0**
 Type Name Dim1 Dim2 SQFT Yr Built

Special District Total: **1**
 Code Units Pct Type Move Tax Value /
BF002 Beekman Fire **.00** **.00** **.00**

Exhibit "D"

Tricia McMorris

From: Andrea Casey <townclerk@unionvaleny.us>
Sent: Friday, August 28, 2020 1:51 PM
To: assessor@townofbeekmanny.us
Cc: 'Beekman Deputy Town Clerk'
Subject: RE: FOIL Request

Hello Mr. Jonke,

Thank you for the information provided for the FOIL request. Would you be able to certify the documents provided as well?

Thank you again for your time, we look forward to hearing from you next week.

-Andrea

Andrea Casey
Town Clerk, Union Vale

-----Original Message-----

From: Beekman Deputy Town Clerk <deputyclerk@townofbeekmanny.us>
Sent: Wednesday, August 26, 2020 10:15 AM
To: Mary Lou DeForest Unionvale (townclerk@unionvaleny.us) <townclerk@unionvaleny.us>
Subject: FOIL Request

Andrea,

Attached please find your FOIL request along with documentation that the Assessor provided.

Warm Regards,

Amy Goetz
Deputy Town Clerk
Town of Beekman
845-724-5300 x 234
deputyclerk@townofbeekmanny.us

-----Original Message-----

From: copier@townofbeekmanny.us [mailto:copier@townofbeekmanny.us]
Sent: Wednesday, August 26, 2020 10:12 AM
To: Beekman Deputy Town Clerk <deputyclerk@townofbeekmanny.us>
Subject:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CS 2553ci
[00:17:c8:8a:ef:9f]

Exhibit “E”

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Annexation by Town of Union Vale of Union Vale owned parkland located in the Town of Beekman. General Municipal Law Article 17.			
Project Location (describe, and attach a location map): Parcel #s (1) - 6759-00-017944; (2) - 6759-00-01682; (3) - 6759-00-394850, (4) - 6759-00-425738; (5) - 6659-00-960870,			
Brief Description of Proposed Action: The Town of Union Vale seeks to annex parklands located in the adjoining Town of Beekman which were gifted to Union Vale from 1971-1978 so that Union Vale may have governmental control of its lands.			
Name of Applicant or Sponsor: Town of Union Vale by its Town Board		Telephone: 845-724-5600	
Address: 249 Duncan Road		E-Mail: supervisor@unionvaleny.us	
City/PO: LaGrangeville		State: New York	Zip Code: 12540
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: General Municipal Law Art. 17 process. Town of Beekman is the only involved agency.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		76.90 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		500+ acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? <u>Woodland trails. No sidewalks or bike paths.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>Vacant land. No energy use.</u>	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>Not required</u>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: <u>No physical disturbance of these vacant parcels. Various wetlands on the 500 Tymor Park/Farm, including 2 federal wetlands (Parcel 5), 1 at Duncan Road Rear (#2), 1 at 2 Duncan Road (#1), and Furnace Pond and Fishkill Creek (3-4).</u>			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat. Blanding's Turtle.

	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. Is the project site located in the 100-year flood plan? Furnace Pond - Fishkill Creek (Parcels 3-4)

	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?
If Yes,

a. Will storm water discharges flow to adjacent properties?

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>

If Yes, briefly describe:

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?
If Yes, explain the purpose and size of the impoundment:

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?
If Yes, describe: _____

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?
If Yes, describe: _____

	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Town of Union Vale Date: October 2, 2020

Signature: Bethann Maas Title: Supervisor

PRINT FORM

Exhibit "F"



Resolution #20-34 Annexation

WHEREAS, between 1971 and 1978, the Town of Union Vale was deeded 500 acres by gift from Jean McKinney Connor, which lands make up the Town’s Tymor Park and Tymor Forest, and

WHEREAS, 76.9 acres of Union Vale’s Tymor Park and Forest, consisting of five tax parcels (“The Parcels”), are physically located in the adjoining Town of Beekman, and

WHEREAS, The Parcels are all unimproved and uninhabited, and taken together are contiguous to the Town of Union Vale. See the Deeds and Dutchess County Parcel Access map and printouts annexed at **Exhibit “A”** hereto and also to a proposed annexation Petition at Attachment 1 hereto, and

WHEREAS, three of The Parcels (#s 2, 4, 5) as deeded by gift to Union Vale are entirely in the Town of Beekman, and two (#s 1 and 3) were gifted to Union Vale by deeds which included lands located in both Union Vale and Beekman,

<u>Parcel #</u>	<u>Parcel Tax #s in Beekman</u>	<u>Union Vale Owned Acres in Beekman</u>
1	6759-00-017944	10 .40
2	6759-00-016862	22.20
3	6759-00-394850	23.20
4	6759-00-425738	4.90
5	6659-00-960870	16.20
Total Acres		76.90

and

WHEREAS, in the past, the Town of Beekman intermittently and without advance notice to the Town of Union Vale, chose to classify The Parcels as taxable property, which according to a review which only goes back to 2007, has cost the Town of Union Vale in excess of \$90,000 through 2019.

WHEREAS, because The Parcels are outside of the Town of Union Vale, our Constables, who patrol the Tymor Park and Forest, have no jurisdiction to act while on them, and as a result the parcels have not been regularly patrolled; and

WHEREAS, beginning in 2018, Union Vale attempted to erect a cellphone tower on one of The Parcels (43 DeForest Lane, Parcel # 5, Tax Parcel 960870), and

WHEREAS, the proposed tower would have filled coverage gaps and improved both emergency service response ability, as well as service to the residents of Union Vale, Beekman, surrounding towns and the travelling public, and

WHEREAS, Beekman opposed Union Vale's effort to utilize its property, to the point of suing to block the project (*Town of Beekman v. Town of Union Vale Town Board*, Dutchess County Index No. 2019-53354), unsuccessfully, and

WHEREAS, State Supreme Court Justice Hal B. Greenwald on May 11, 2020, held that Union Vale's SEQR process, and its determination that it should conduct the review of the cellphone tower project, following a *Monroe County Airport Authority* balancing analysis, were:

“Valid and of full effect, . . . not made in violation of lawful procedure or affected by errors of law, . . . neither arbitrary, nor capricious . . . and not made without or in excess of jurisdiction . . .,” copy at **Exhibit “B”**

and

WHEREAS, the Town of Beekman has appealed Justice Greenwald's Order, but has yet to perfect that appeal, and

WHEREAS, Union Vale's efforts to obtain state legislative approval for the use of the parkland Parcel 5 for the cell tower have been impeded and blocked, and

WHEREAS, in sum, the Town of Union Vale has for many years been unable to have full use of the lands which were gifted to it; and

WHEREAS, Union Vale, in order to assure that it will have governmental control of its lands, has proposed to proceed with a Petition under General Municipal Law Article §17 to annex The Parcels so they will be a part of the Town of Union Vale, and

WHEREAS, before formally proceeding with a Petition to annex, this Town Board requested that the Town of Beekman join Union Vale in the effort to annex The Parcels to Union Vale. A copy of the request letter as forwarded on August 20, 2020 is annexed at **Exhibit “C”** hereto, and

WHEREAS, the Town of Union Vale has received no response whatsoever from the Town of Beekman,

NOW, THEREFORE, BE IT RESOLVED that, after due deliberation, the consideration of the foregoing, and a review of the Environmental Assessment Form Part 1 annexed hereto as **Exhibit “D”**, Supervisor Maas is authorized to execute said Part 1 as drafted, and

BE IT FURTHER RESOLVED, that the Town of Union Vale hereby determines that the proposed annexation, involving less than 100 acres, is an Unlisted Action under SEQR, and

BE IT FURTHER RESOLVED, that the Town of Union Vale determines that it wishes to serve as the Lead Agency for a coordinated SEQR review of this annexation, and the Town

Clerk is authorized and directed to give notice thereof to the Town of Beekman, which is the only Involved Agency, together with copies of this Resolution, the Petition and the attachments thereto, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute, publish, post and otherwise notice and proceed with the Petition for annexation which is annexed hereto as Attachment 1, and

BE IT FURTHER RESOLVED, that the Supervisor and Councilman Welsh are authorized to contact and meet with the Town of Beekman to attempt to set an agreed date, time and place for a joint hearing on the proposed annexation pursuant to General Municipal Law §704 (2), and

BE IT FURTHER RESOLVED, that failing their ability to reach an agreement as to such joint hearing, the Supervisor is authorized to schedule a hearing at the Town of Union Vale Town Hall within the dates allowed therefor by General Municipal Law §704(2).

Dated: October 1, 2020
Moved: Councilman Welsh
Seconded: Councilman Durland
Ayes: 5 Nays: 0

	AYE	NAY
Councilman Frazier	1	0
Councilman McGivney	1	0
Councilman Durland	1	0
Councilman Welsh	1	0
Supervisor Maas	1	0

Ayes 5 Noes 0 Resolution No. 20-34

I, Andrea Casey, Town Clerk of the Town of Union Vale DO, HEREBY CERTIFY that the foregoing is a true copy of a resolution offered by Councilman Welsh, seconded by Councilman Durland and adopted at the meeting of the Town Board, held on October 1, 2020.

Andrea Casey
Town Clerk, Union Vale - ~~Andrea Casey~~

Exhibit "G"

SUPREME COURT- STATE OF NEW YORK
DUTCHESS COUNTY

Present:

Hon. HAL B. GREENWALD

Justice.

SUPREME COURT: DUTCHESS COUNTY

_____ X
TOWN OF BEEKMAN,

Petitioner,

DECISION AND ORDER

Index No. 2019-53354

For a Judgment pursuant to Article 78
Of the Civil Practice Law and Rules

-against-

TOWN BOARD OF THE TOWN OF UNION VALE,

Respondent.

_____ X

The following NYSCEF documents were reviewed and considered by the Court in rendering the within Decision and Order.

NYSCEF Nos.

This action was commenced as a CPLR Article 78 proceeding by the Petitioner, TOWN OF BEEKMAN (BEEKMAN) against the Respondent TOWN BOARD OF THE TOWN OF UNION VALE (UNION VALE). BEEKMAN is seeking to nullify certain resolutions (The Resolutions) made by UNION VALE approving and authorizing a 150-foot-high monopole telecommunications tower (Tower). The Tower, as approved is to be constructed on park land owned by UNION VALE within the boundaries of BEEKMAN. The Resolutions occurred at April 18, 2019 and June 6, 2019 BEEKMAN Town Board meetings.

An initial issue is whether this proceeding was properly brought as an Article 78 proceeding or should be brought as a proceeding seeking a declaratory judgment. The issues to be determined concern the environmental impact of such a project, what zoning code is applicable, and whether the proposed use comports with the underlying deed that granted the subject property to UNION VALE. There were two (2) meetings of the Town Board of the Town of UNION VALE wherein several resolutions were passed.

The April 18 Resolutions approved a certain Option and Ground Lease (The Lease), adopted a negative declaration to approve the Lease and declared UNION VALE to be the lead agency to conduct a governmental analysis under the Monroe Balancing Test.

The June 6 Resolutions adopted a negative declaration and notice of non-significance regarding the Monroe Balancing Test, approved the application of Homeland Towers, LLC (Homeland) to exempt Homeland from the BEEKMAN zoning code, and requested NYS Legislature authorize the alienation of the subject property located within Tymor Park.

BEEKMAN alleges UNION VALE has consistently ignored a lengthy list of restrictions and prohibitions against the construction of the Tower. These include ignoring a restrictive covenant in the underlying deed, local zoning requirements, various environmental mandates, and improper Monroe Balancing Test. BEEKMAN further asserts that UNION VALE has allegedly substantiated its actions by the use of a faulty, misleading and incorrect Full Environmental Assessment Form (FEAF). Additionally, BEEKMAN claims UNION VALE's conduct of various meetings was improper and without sufficient notice. BEEKMAN's Article 78 claim against UNION VALE is that the approval of the Tower was void, unlawful, arbitrary and capricious and seeks complete nullification of the April 18, 2019 and June 6, 2019 Resolutions.

CPLR 7803 sets forth the questions that may be determined in an Article 78 proceeding as follows:

7803. Questions raised

The only questions that may be raised in a proceeding under this article are:

- 1. Whether the body or officer failed to perform a duty enjoined upon it by law; or*
- 2. Whether the body or officer proceeded... without or in excess of jurisdiction; or*
- 3. Whether a determination was made in violation of lawful procedure, was affected by an error of law or was arbitrary and capricious or an abuse of discretion...*

The within matter, in the nature of a writ of mandamus, would utilize the arbitrary and capricious standard. Accordingly, this matter would properly have a four (4) month Statute of limitations. See CPLR 217. Further CPLR 7801 concerns the nature of an Article 78 proceeding and states as follows:

7801. Nature of proceeding

Relief previously obtained by writs of certiorari to review, mandamus or prohibition shall be obtained in a proceeding under this article.... Except where otherwise provided by law, a proceeding under this article shall not be used to challenge a determination:

- 1. Which is not final or can be adequately reviewed by appeal to a court or some other body or officer....*

The within proceeding concerns final decisions made as UNION VALE Town Board Resolutions that cannot be reviewed by an appeal to a court or some other body.

As a consequence of all the foregoing, the within action is properly and timely brought as an Article 78 proceeding.

IS THIS A HYBRID DECLARATORY ACTION AND ARTICLE 78 PROCEEDING?

The relief sought in the Petition (NYSCEF Doc. Nos 1-19) are judgments nullifying the above Resolutions, and is property brought as an Article 78 proceeding. However, the Petitioner may also be seeking declaratory relief in that there is an underlying Deed (NYSCEF Doc. No.1 paragraphs 6-8 and Doc. No 8) that granted the Subject Property to UNION VALE that contains several restrictive covenants. The Deed states in relevant part:

Above described premises are conveyed

SUBJECT to the following covenants, conditions, restrictions which shall run with the land:

- (1) *.....shall be dedicated in perpetuity to the recreation and nature conservancy uses of the People resident in the Town of Union Vale;*
- (2) *Said premises shall be left in a natural state except for trails, trail markers, **improvements necessary to the operation of recreation and nature conservancy programs.** (Emphasis added).*

Petitioner avers that permitting a cell tower to be constructed on the Park property violates the above restrictive covenant. Respondent UNION VALE's response by the Town Supervisor (NYSCEF Doc. No 26, paragraphs 23 and 25) consists of a restatement of the above quote and a self-serving, undocumented statement that the income from the cell tower, "...would allow us Doc. No.24) confirms that a "...portion of the language in the deed is quoted..." (Paragraph 6). The First Affirmative Defense is that BEEKMAN has failed to name certain necessary parties including, "...those who have an interest in the interpretation of the restrictive covenants in the February 1, 1974 Deed....". UNION VALE in its Memorandum of Law (NYSCEF Doc. No.30) cites a 1916 case based upon a restrictive covenant concerning property on Madison Avenue and 38th street, *Schoonmaker v Heckscher*, 171 A.D. 148 (1st Dept, 1916) aff'd 218 N.Y. 722(1916). The covenant restricted construction (at that time), to residences and did not permit certain objectionable businesses. The covenant did not affect the subject property which was outside the area to be restricted and a commercial building was constructed. UNION VALE is claiming that the subject restrictive covenant should not be deemed to limit the uses of the park land, and should be expanded to allow the construction of the subject cell tower, as its rental income would be used for the park's maintenance, consistent with and not in violation of the restrictive covenant. UNION VALE further relies on *Matter of Perrin v. Bayville Vil. Bd.*, 70 A.D.3d 835 (2nd Dep't, 2010). *Perrin* concerned the installation of two microwave dish antennae and six omnidirectional antennae on Village property. Adjacent property owners sued under Article 78. The lower court dismissed the petition. However, the Appellate Court treated the matter as an action for declaratory judgment and ruled that the restrictive covenant was too subjective and evidence, the scope, as well as the existence of the restriction.". The restrictive covenant barred any use that would be, "...offensive, dangerous or obnoxious to any owner...by reason of smoke, odor, fumes or any other use whatsoever offensive to such owners.". The Appellate Court affirmed the Article 78 dismissal and further denied the declaratory action as well.

In the within proceeding, Petitioner neither sought a declaratory judgment concerning the restrictive covenant, nor included any parties to the action other than UNION VALE. If the Court

were to decide the current application, it would result in a partial resolution of the issue of whether the cell tower is to be built. The Court could certainly rule on the “environmental” issues presented, as well as the allegations concerning proper notice. However, it appears that Petitioner BEEKMAN may be directed to add other necessary parties and to add an additional cause of action. However, at this juncture, the Court will defer a decision on whether BEEKMAN shall be directed to add additional parties and/or an additional cause of action for a declaratory judgment and instead focus on the notice issue and the “environmental” issues.

THE NOTICE ISSUE IS A NON-ISSUE

BEEKMAN claims, in effect, that it was blindsided by UNION VALE’s actions, that it did not have proper notice and states in its Petition (NYSCEF Doc. No.1) at paragraph 16 that: “Petitioner became aware of the Respondent’s approvals of the cell tower on April 29, 2019 when the Clerk of the Respondent sent copies of the approved resolution ns to the Clerk of the Petitioner.”. The cover letter from Clerk to Clerk is attached as NYSCEF Doc. No. 15.

UNION VALE’s response is set forth in paragraphs 7-14 of the Affidavit of Bethan Maas, the Town Supervisor (NYSCEF Doc. No. 26). Maas indicates that she was in regular communication, for the ten months prior to the first Resolution, with BEEKMAN’s Town Supervisor Mary Covucci. Maas states at paragraph 8 that she, “...began discussing the cell tower with Supervisor Covucci as soon as it sounded like it could become a viable project –that was in August of 2018.”. Maas further proclaims that she spoke to Supervisor Covucci that UNION VALE has been approached about a cell tower being placed in Tymor Park in Beekman. Covucci, it is alleged, advised that she had had a problem with Beekman residents concerning cell towers. Maas claimed Covucci said that UNION VALE performing the Monroe analysis, “...sounded like a good idea.” (paragraph 9). In paragraph 11 Maas claims that Covucci confided in her that she had too much resistance from Beekman residents about cell towers to the extent that she, “...did not want anything to do with a cell tower.”. Covucci purportedly said in regard to performing the Monroe test, “You take it.”, which Maas took to mean UNION VALE can do the Monroe test.

BEEKMAN has provided conflicting statements about when it claims it was notified by UNION VALE regarding the cell tower. The first date where BEEKMAN states its supervisor was notified was March 26, 2019, as set forth in the Reply Affirmation of Paul Ackerman, Esq. (NYSCEF Doc. No. 39). The Memorandum of Law (NYSCEF Doc. No. 40 states March 27, 2019. There is no rebuttal from Supervisor Covucci. The Petition (NYSCEF Doc.No.1) at paragraph 15 minimally mentions that the UNION VALES Town meetings may have violated “Public Officers Law”, without any further specificity.

BEEKMAN wants this court to agree that UNION VALE cut corners and did the minimum or less in terms of providing notice, ignoring the deed restrictions, testing, and complying with environmental regulations.

UNION VALE responds that our supervisors had multiple conversations and had proper notice, the cell tower will provide some income that is consistent with the need to maintain the park, SEQRA was complied with, the Monroe balancing test was done property and under

authority derived from BEEMAN and that the cell tower construction proposal should be constructed.

WAS UNION VALE'S ENVIRONMENTAL REVIEW SUFFICIENT?

The state SEQRA Act is to insure the state can blend environmental concerns with economic and social concerns. Simply put, governmental bodies must identify and focus attention on the environmental impact of any action it proposes to take concerning its constituents (*Jackson v. New York State Urban Development Corp.*, 67 N.Y.2d 400). *Jackson* concerned the redevelopment of Times Square in New York City and dealt with the various environmental, social and economic decisions that would impact a variety of constituents, including individuals, corporations, residents and workers. Continuing in *Jackson*, the Court of Appeals stated: "Nothing in the law requires an agency to reach a particular result on any issue, or permits the courts to second-guess the agency's choice, which **can be annulled only if arbitrary, capricious or unsupported by substantial evidence.** (Emphasis added).

BEEKMAN's position is unequivocally that UNION VALE predetermined it was going to build the subject cell tower, did everything as quickly and minimally as it could to approve the construction, did not comply with the strict SEQRA regulations, ignored its next door neighbor's concerns, all to have the cell tower built to gain \$1900 per month in rent. BEEKMAN cites *Glen-Head-Glenwood Landing Civic Council v Town of Oyster Bay*, 88 A.D.2d 484 (2nd Dep't, 1982) which concerned the rezoning of land to accommodate condominium construction. The Appellate Division affirmed the lower court's decision to annul the rezoning resolution by reason that the Town Board had improperly delegated and failed to comply with its SEQRA responsibilities. The court stated: "The test of SEQRA compliance is whether the approving agency has taken a 'hard look' at the relevant areas of environmental concern....and taken those concerns into account 'to the fullest extent possible'. BEEKMAN is correct in citing that the Legislature has, "...declared its intent that to the fullest extent possible", SEQRA is to be complied with, and that compliance with the "spirit" of the act "...does not constitute adherence to its[SEQRA] policies, 'to the fullest extent possible'" (*RyeTown/King Civic Asso. v. Rye*, 82 A.D.2d 474 [2nd Dep't, 1981]). That is what this Court must determine.

This Court has specifically reviewed the complete 683-page Certified Record of Proceedings. (NYSCEF Doc. No.31-35). Title 6, Part 617 of NYCRR concerns State Environmental Quality Review (SEQRA), and specifically as stated in 6 NYCRR 617.1(e): "This Part is intended to provide a statewide regulatory framework for the implementation of SEQRA by all state and local agencies...". Pursuant to 6 NYCRR 617.6, UNION VALE promptly determined the subject proposal was subject to SEQRA, that it was the lead agency and classified the action as "Unlisted". 6 NYCRR 617.2 contains various relevant definitions. The subject proposal for a cell tower is correctly identified as an "action", under 6 NYCRR 617.2(b). UNION VALE asserts that as the lead agency it was mandated to, and did in fact make every effort to involve, "...other agencies and the public." (NYCRR 617.3(d)). There were multiple UNION VALE and BEEKMAN Town Board and Planning Board meetings wherein the subject property was discussed, and sometimes voted upon. Several members of the community had the opportunity to voice their concerns at a meeting. At a BEEKMAN Town Board meeting on May 15, 2019 the

BEEKMAN Planning Board was designated to declare its intent to be the lead agency (NYSCEF Doc. Nos. 31-35, page 300).

The Planning Board of the Town of BEEKMAN met the next day, on May 16, 2019 to discuss issues relating to the cell tower. (NYSCEF Doc. Nos. 31-35, pages 302-305). Minutes were taken and include the following comments:

This application is for Homeland Towers to put up a cell tower off DeForest lane in Tymor Park....

*The Town of Union Vale sent a copy of the application to the Town of Beekman. The Town of Union Vale wants to review it since it is in Tymor Park **and the park is owned by the Town of Union Vale. They have always handled anything in the park.** (Emphasis added)*

There is case law – County of Monroe Document to allow The Town of Union Vale to review this.

It was stated that the Town Board thought it was appropriate for Planning Board to be Lead Agents.

There was further discussion about what part UNION VALE would play, whether BEEKMAN would be provided information, and which entity would be the lead agency. BEEKMAN was advised by its counsel that BEEKMAN would be an involved agency and have the ability to review and comment on the application. The Planning Board decided, "...not to comment on Lead Agency.". Ultimately the Planning Board of the Town of BEEKMAN made a motion that was seconded and carried that it would, "...not comment on Lead Agency so long as the Town of Beekman is listed as an involved agency.". By reason of the foregoing, the Town Board of the Town of BEEKMAN deferred its responsibility towards this project to the Planning Board of the Town of BEEKMAN, who, as is set forth above, effectively decided the Town Board of UNION VALE would be the lead agency.

Accordingly, UNION VALE declared itself to be the lead agency. The Town Board of the Town of BEEKMAN said the lead agency should be the Planning Board of the Town of BEEKMAN, and the Planning Board declined to "comment", conceding UNION VALE to be the lead agency so long as Beekman is listed as an "involved agency", which it was.

As the lead agency UNION VALE had certain obligations to investigate the issues related to the environment to comply with SEQRA and UNION VALE did the following assessments:

1. Antenna Site FCC RC Compliance assessment dated April 30, 2019, by Pinnacle Telecom Group (pages 276-294), indicating "...clear compliance with the FCC regulations and the related MPE limit, even for worse case collocation scenario.". The worst case "...RF level is still more than **45 times below the FCC MPE limit.** (Emphasis added)
2. Airspace analysis dated April 5, 2019, by Wireless Applications Corp., (page 327) concerned with possible interference by the proposed cell tower with

- airspace at two local airports. It was indicated that the neither the height of the tower (150'), nor the overall height would require FAA approval.
3. Historic properties, species & wetlands review dated May 17, 2019, by EBI Consulting (page 328, pages 516-565) concerned archaeological, animal species and wetlands. The archaeological related conclusion is that the site is not eligible to be included on the National Register of Historic Property and a designation as "No Historic Properties" is recommended.
 4. EBI Consulting also performed a "Species Review" dated June 3, 2019 (pages 578-79), which found that certain bats, a turtle and mussel may be "potentially affected by activities in this location." However, there was no prohibition to continuing the work so long as certain measures are taken consistent with USFWS guidelines.
 5. Art Engineering issued a report (page 356) dated May 17, 2019 indicating the cell tower, as proposed, would be structurally sound.
 6. Saratoga Associates conducted a Visual Resource Assessment (pages 357-402) dated May 14, 2019 of a 2-mile study area surrounding the proposed cell tower. Balloon visibility testing was conducted, "...to observe the location and potential liability of the project..." (page 361). The report indicated that where the cell tower is proposed to be located, with mitigation and based upon the numbers of potential viewers, the project, "...will not cause a diminishment of the public enjoyment and appreciation of any scenic or historic resource, or one that impairs the character or quality of such a place. As such, the proposed Project will not result in an adverse visual impact." (page 369)
 7. Lane Appraisals, Inc. conducted an extensive analysis dated May 31, 2019 (pages 580-607) of the impact of the proposal on property values which concluded that, "the installation, presence and/or operation of the proposed facility [cell tower] will not result in the diminution of property values or reduce the marketability of properties in the immediate area."

The above reports indicate that UNION VALE complied with SEQRA to thoroughly investigate what is required by this project, by taking a "hard look" at all the relevant, potential environmental and social issues concerning the construction of the proposed cell tower in Tymor Park.

By Resolution 19-27, dated June 6, 2019 (NYSCEF Doc. Nos. 31-35 pages 643-652 and duplicated at pages 672-281) the Town Board of the Town of UNION VALE, with the proper authority as the lead agency, issued a negative declaration, after determining that there are no adverse or if any, they will be insignificant (*Matter of Frigault v Town of Richfield Planning Bd.* 107 A.D.3d 1347 [3rd Dep't, 2013] citing *Troy Sand & Gravel Co., Inc. v. Town of Nassau*, 82 A.D.3d 1377 [3rd Dep't, 2011], 6 NYCRR 617.7(a)[2]).

Resolution 19-27 comprehensively set out the procedural and documentary background, the prior resolutions made, the documents submitted, an extensive timeline of meetings and presentations and rationale for various determinations made by UNION VALE. One of the determinations made by UNION VALE was that it had the authority to conduct the Monroe

balancing test, especially in light of the BEEKMAN Town Board and Planning Board declining to do so. Further UNION VALE claims it is fully justified in issuing a negative declaration.

BEEKMAN challenges the above (NYSCEF Doc. No. 40 particularly). Point I and II have been reviewed above. In Point III (A) BEEKMAN incorrectly assumes there should have been an EIS concerning the subject proposal. As stated earlier, UNION VALE is the presumptive correct lead agency and has made certain determinations, namely that of a negative declaration. Once that is made there is no requirement for an EIS. UNION VALE and BEEKMAN both correctly stated that the monopole was to be 150 feet, but BEEKMAN is incorrect in stating that this exceeds the height requirement of BEEKMAN's zoning, even though UNION VALE's position is that it has immunity from BEEKMAN's zoning. UNION VALE has made all documentation and reports available to the adjacent governmental agency, to wit: the Town of Beekman through its Town Board and Planning Board.

The salient nine (9) points that must be answered to satisfy the Monroe balancing test have been answered in Resolution 19-28 (NYSCEF Doc. Nos. 31-35, pages 653-57) (*Matter of County of Monroe* [1988]). *Monroe* was similar to the case at hand in that the airport that the County of Monroe sought to expand was located within the city of Rochester. Under the older "governmental-proprietary test", the City claimed its zoning laws were applicable. The Court of Appeals essentially found that this "test" needed to be supplanted by a "balancing of public interests analytic approach", and affirmed the Appellate Division. The County expansion was free from the city of Rochester land use oversight. The result herein should be the same. The Town of UNION VALE proposal for the subject cell tower is free from the Town of BEEKMAN's land use oversight.

BEEKMAN continues to question whether UNION VALE failed to take a "hard look" to identify environmental problems. Again, a review of the many reports obtained by UNION VALE and provided to BEEKMAN suggests the opposite. UNION VALE took a "hard look", made certain determinations that the environmental impact was minimal, the project was an Unlisted action and that no EIS was necessary, all of which is fully supported by the record.

The remaining issues alleged by Respondent are not relevant.

The Court has had a full opportunity to review the submissions made by both Petitioner and Respondent and finds that the challenged resolutions were neither arbitrary, capricious or unlawful, nor were they constitute an abuse of power.

By reason of all the foregoing it is

ORDERED, ADJUDGED and DECLARED that the challenged Town Board of UNION VALE's Resolutions made on April 18, 2019 are valid and of full legal effect, are not made in violation of lawful procedure or affected by errors of law, are neither arbitrary, nor capricious and were not made without or in excess of jurisdiction; and it is further

ORDERED, ADJUDGED and DECLARED that the challenged Town Board of UNION VALE's Resolutions made on June 6, 2019 are valid and of full legal effect, are not made in violation of lawful procedure or affected by errors of law, are neither arbitrary, nor capricious and were not made without or in excess of jurisdiction; and it is further

ORDERED that the action be and is hereby dismissed in all respects.

The foregoing constitutes the Decision and Order of the Court.

Dated: May 11, 2020
Poughkeepsie, NY

ENTER:



Hon. Hal B. Greenwald, J.S.C.

Paul Ackermann, Esq.
Wallace & Wallace, LLP
Attorneys for Petitioner
85 Civic Center Plaza, Suite LL3
Poughkeepsie, New York 12601

James E. Nelson, Esq.
Van De Water & Van De Water, LLP
Attorneys for Respondent
P.O. Box 112
85 Civic Center, Suite 101
Poughkeepsie, NY 12602

Pursuant to CPLR Section 5513, an appeal as of right must be taken within thirty days after service by a party upon the appellant of a copy of the judgment or order appealed from and written notice of its entry, except that when the appellant has served a copy of the judgment or order and written notice of its entry, the appeal must be taken within thirty days thereof.

When submitting motion papers to Judge Greenwald's Chambers, please do not submit any copies. Submit only the original papers.