

CRAIG PAEPRER
Chairman

ANTHONY GIANNICO
Vice Chairman

BOARD MEMBERS

DAVE FURFARO
CARL STONE
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**TOWN OF CARMEL
PLANNING BOARD**



60 McAlpin Avenue
Mahopac, New York 10541
Tel. (845) 628-1500 – Ext.190
www.ci.carmel.ny.us

MICHAEL CARNAZZA
*Director of Code
Enforcement*

RICHARD FRANZETTI, P.E.
Town Engineer

PATRICK CLEARY,
AICP, CEP, PP, LEED AP
Town Planner

**PLANNING BOARD AGENDA
MAY 22, 2019 – 7:00 P.M.**

MEETING ROOM #1

TAX MAP # PUB. HEARING MAP DATE COMMENTS

SITE PLAN

- | | | | |
|--|------------------|---------|------------------------|
| 1. Willow Wood Country Club, Inc. –
551 Union Valley Road | 87.7-1-6, 7 & 11 | 5/9/19 | Amended Site Plan |
| 2. Taco Bell (Former Friendly's Site)
1081 Stoneleigh Ave | 55.11-1-3 | 5/10/19 | Amended Site Plan |
| 3. Homeland Towers Lake Casse – 254 Croton Falls Rd | 65.19-1-43 | 5/10/19 | Site Plan (Cell Tower) |

MISCELLANEOUS

4. Minutes – 04/24/19



May 10, 2019

Town of Carmel Planning Board
60 McAlpin Avenue
Mahopac, New York 10541

RE: Willow Wood Country Club, Inc.
Amended Site Plan
Union Valley Road
Tax Map No. 87.7-1-6, 7 & 11

Dear Chairman Paepre and Members of the Board:

Please find enclosed five (5) copies of the following plans and documents in support of an application for Amended Site Plan Approval for the above referenced project:

- Site Plan Drawings (5 sheets total), last revised May 9, 2019.

With respect to the comments offered by the Building Inspector, Consulting Town Planner and Town Engineer, we offer the following:

Memorandum from Michael G. Carnazza, Director of Code Enforcement dated April 10, 2019:

- Paragraph 2:

Relative to the noise complaints, signs indicating quiet zones have been added to the plans where the trail comes in closest proximity to the neighbors. In addition, we look forward to discussing possible mitigation options with the Board at the next Planning Board meeting.

- Paragraph 3:

Our office will confirm the variances required with the Town of Carmel Building Inspector. Three potential variances have been identified. This first is for the number of parking spaces. Eighty parking spaces are shown on the current site plan whereas 502 are required. This would result in a variance of 422 spaces. The second potential variance is for the size of the parking space shown. The spaces shown on the attached drawings utilize a 9-foot by 18-foot space in lieu of the 10-foot by 20-foot space required by code. The third potential variance is for the access drive width, which varies, but is generally 20 feet wide as opposed to 24 feet.

- Paragraph 4:

This comment recommended the Planning Board members perform a site visit. It is our understanding many members have made a site visit since our last Planning Board appearance. We look forward to discussing the results of the site visit with the Planning Board at the next meeting.

Memorandum from Patrick Cleary, AICP, CEP, PP, LEEP AP, Town Planner dated April 10, 2019:

- Bullet 1:

Comment noted, the sporting clay course is an addition to the previously approved site plan and is part of this application.

• Bullet 2:

While each station allows for limited mobility of the shooting cage, to maintain overall course safety each station is fixed by the field of fire locations shown on the site plan. Each station's field of fire has been noted on the plan and anticipates the mobility of the shooting cage.

• Bullet 3:

While the club hopes for an increase in total membership from 202 to 250, the number of active members is a small percentage of total membership. Approximately 25% of total members routinely utilize the club. We do not anticipate the increase in total membership from 202 to 250 will significantly change the overall use of the club from its recent usage levels.

• Bullet 4:

While the club anticipates a small growth in total membership, the growth and use will be limited as part of the club's philosophy is to minimize wait times and maximize course accessibility for its members.

• Bullet 5:

Comment noted, in addition to the landscape berm, the portion of the trail closest to the existing homes has been designated a quiet zone. Signs indicating some have been added to the drawings.

• Bullet 6:

Comment noted. The Tree Replacement detail can be found on drawing D-1.

• Bullet 7:

Comment noted. The details of the trail can be found on drawing D-1.

• Bullet 8:

Comment noted. A SWPPP has been provided to the Town Engineer.

• Bullet 9:

Comment noted. The full sporting clay course, including all improvements, have been added to the site plans.

Memorandum from Richard J. Franzetti P.E., Town Engineer dated April 8, 2019:

I. General Comments:

1. Permits

- a. Our office is currently waiting for the NYSDEC to complete their wetland validation. Once this is completed, our office will coordinate with the Town Engineer to determine any required permits from the Environmental Conservation Board.
- b. As this application progresses through the Planning Board, our office will submit an NOI and MS4 SWPPP Acceptance Form to the Town and then file for coverage under the *NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity*.

2. Comment noted, our office will work with the Engineering Department to determine any required permits.

3. As this application progresses through the Planning Board approval process, our office will complete an Opinion of Probable Cost in order to determine the value of the Performance Bond and Engineering Fee.

II. Preliminary Detailed Comments:

1. The existing parking layout is shown on drawing SP-1 and D-2 as requested.

2. The NYSDEC will be completing their wetland validation on the property shortly. Once this is completed, we will survey the edge of the wetland and add it to the drawing set.

We respectfully request this matter be placed on your May 22, 2019 meeting agenda for discussion.

Should you have any questions or comments regarding this information, please do not hesitate to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

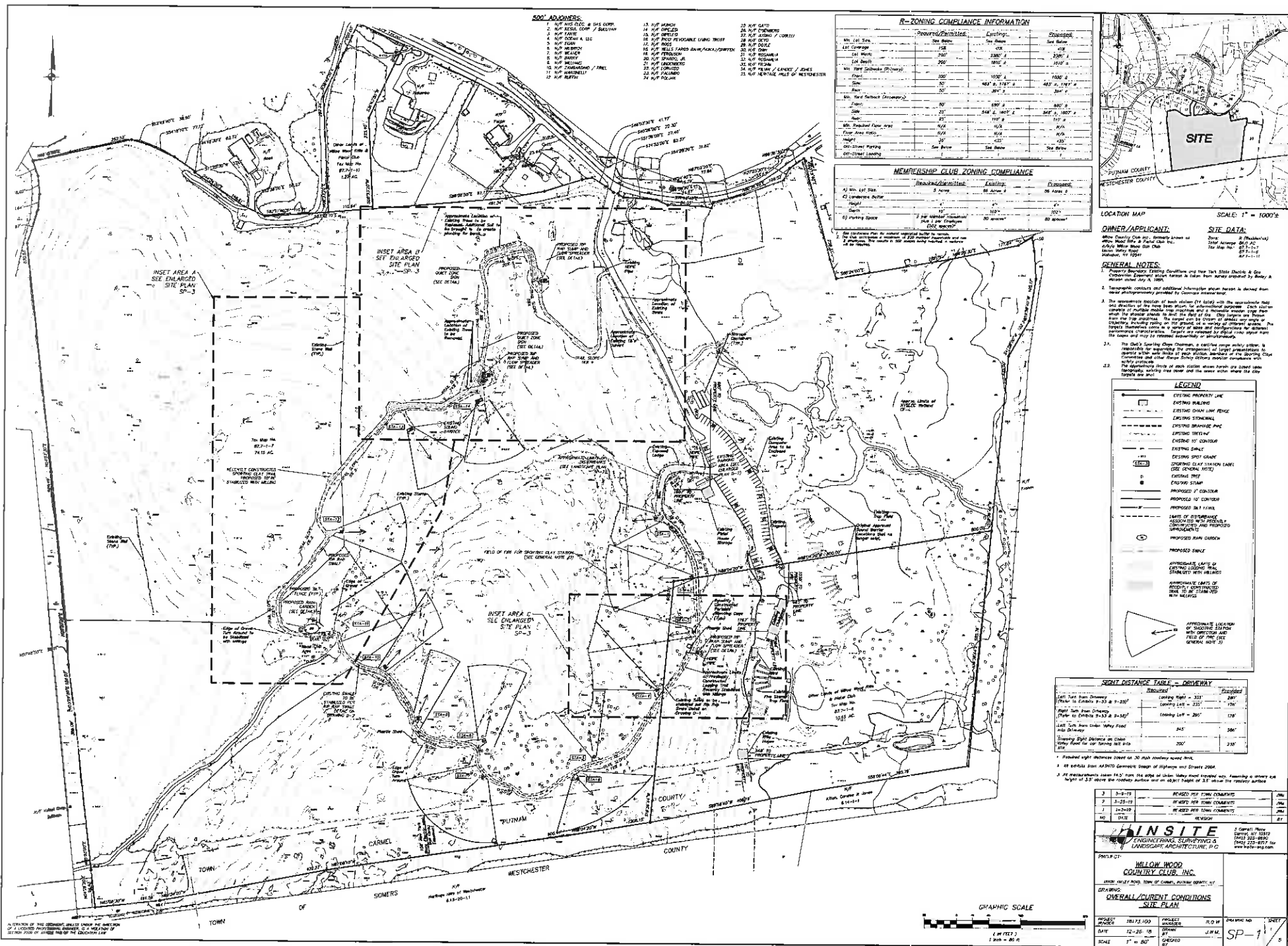
By: 
Richard D. Williams, Jr. P.E.
Principal Engineer

RDW/jwm

Enclosure(s)

cc: George J. Calcagnini

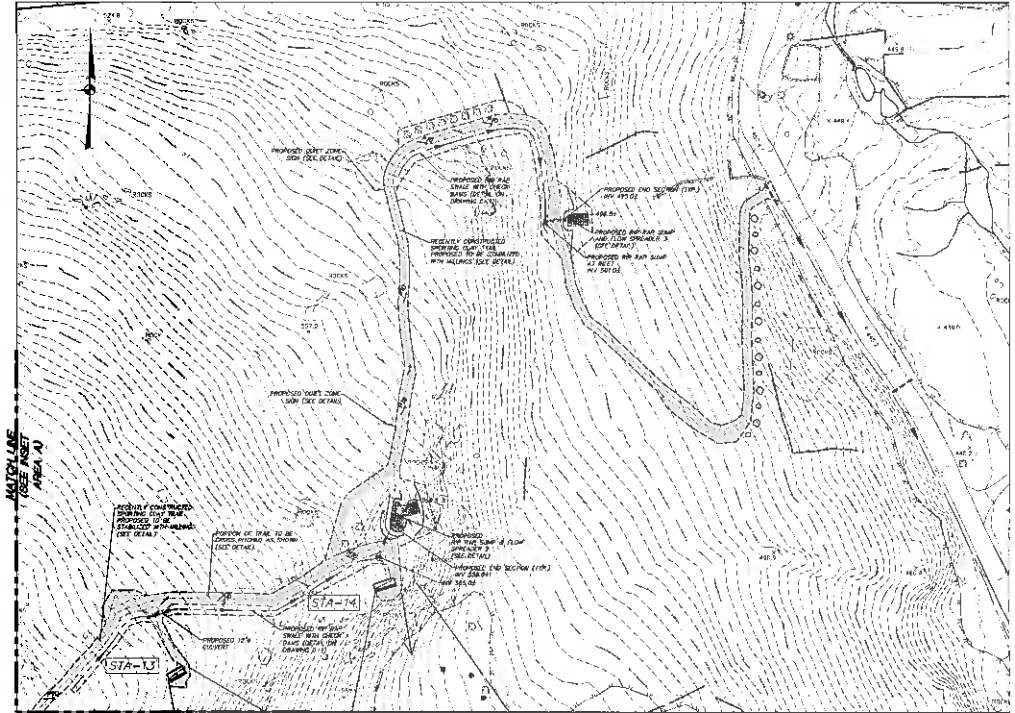
Insite File No. 18173.100



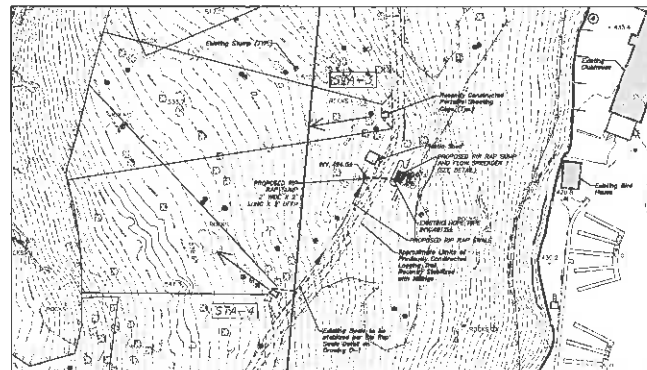




ENLARGED SITE PLAN
INSET AREA A
SCALE: 1" = 40'



ENLARGED SITE PLAN
INSET AREA B
SCALE: 1" = 40'



ENLARGED SITE PLAN
INSET AREA C
SCALE: 1" = 40'

2	3-8-18	REVISED PER TOWN COMMENTS	MM
1	3-27-18	REVISED PER TOWN COMMENTS	MM
NO	DATE	REVISION	BY
INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.			
PROJECT: WILLOW WOOD COUNTRY CLUB, INC. 1000 HILLY ROAD, TOWN OF CANTON, PULASKI COUNTY, NY			
DRAWING: ENLARGED SITE PLANS			
PROJECT NUMBER	18123.100	PROJECT MANAGER	H.D.M.
DATE	12-26-18	DRAWN	J.W.A.
SCALE	AS SHOWN	CHECKED	BT
DRAWING NO. SP-3			SHEET 5

7. The owner's field representative (GR) will be responsible for the implementation and maintenance of erosion and sediment control measures on this site prior to and during construction.

8. At construction activities involving the removal or disturbance of soil one to be protected with appropriate protective measures to minimize erosion and contain sediment deposition within, downstream and adjacent and adjacent critical features shall be implemented or shown on the plans and shall be followed in accordance with "New York Department and Specifications for Erosion and Sediment Control," Annex

- [illegible]

- [illegible]

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- SECTION
- CONSTRUCTION NOTES FOR FABRICATED SILT FENCE
1. EXISTING GROUND TO BE ASSIGNED SECURED BY 10 POSTS AT TOP AND MID SECTION.
2. WHEN TWO SECTIONS OF FILTER GLOM ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" FORM.
- POSTS: STEEL EITHER 1" OR 2" HARDWOOD
- FILTER GLOM: FILTER GLOM, APPROX 100L STAIN, OR APPROX 100L
- PREFABRICATED UNIT GLOM: FLUOROPOLYMER, OR GLOM

- STONE SIZE - 1/2" TO 1" GRADE
1. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET (PERMIT ON A SINGLE RESIDENTIAL LOT) WITH A 50 FOOT MINIMUM LENGTH AROUND A HOME.
2. WIDTHNESS - NOT LESS THAN 24 INCHES
3. DEPTH - NOT LESS THAN 18 INCHES DEEPER THAN THE FILL MOUND AT POINTS WHERE PRESSURE ON EXISTING LOT.
4. FILLER - FILL - MAY BE PLACED OVER THE EXISTING AREA UPON PERMIT TO PLACED OF THE FILL MOUND. FILL MUST BE ALIGNED ON A SINGLE FILLER RESIDENCE LOT.
5. SURFACE MATTER - ALL SURFACE MATTER PLACED ON EXISTING TOWARD SURFACE MATTER MUST BE PLACED ON EXISTING TOWARD SURFACE MATTER. IT IS UNLAWFUL TO REMOVE OR REMOVE ANY MATTER FROM THE SURFACE MATTER. A MAINTAINABLE FILL MOUND OF 1" DEPT. MUST BE MAINTAINED.
6. MAINTENANCE - THE EXISTENCE MUST BE MAINTAINED IN A CONDITION WHERE THE EXISTENCE IS NOT LESS THAN 18 INCHES DEEPER THAN THE FILL MOUND. IT IS UNLAWFUL TO REMOVE OR REMOVE ANY MATTER FROM THE SURFACE MATTER. A MAINTAINABLE FILL MOUND OF 1" DEPT. MUST BE MAINTAINED.
7. REMOVAL - UNLESS SUCH IS REQUIRED BY A MAINTAINMENT ORDER OR BY A MAINTAINMENT ORDER, THE EXISTENCE IS NOT LESS THAN 18 INCHES DEEPER THAN THE FILL MOUND. IT IS UNLAWFUL TO REMOVE OR REMOVE ANY MATTER FROM THE SURFACE MATTER. A MAINTAINABLE FILL MOUND OF 1" DEPT. MUST BE MAINTAINED.
8. FILLER - FILL - MAY BE PLACED OVER THE EXISTING AREA UPON PERMIT TO PLACED OF THE FILL MOUND. FILL MUST BE ALIGNED ON A SINGLE FILLER RESIDENCE LOT.
9. SURFACE MATTER - ALL SURFACE MATTER PLACED ON EXISTING TOWARD SURFACE MATTER MUST BE PLACED ON EXISTING TOWARD SURFACE MATTER. IT IS UNLAWFUL TO REMOVE OR REMOVE ANY MATTER FROM THE SURFACE MATTER. A MAINTAINABLE FILL MOUND OF 1" DEPT. MUST BE MAINTAINED.

1. STONE SHALL BE PLACED ON A FILTER FABRIC FOUNDATION.
2. SET SPACING OF CHECK DAMS SO THAT THE ELEVATIONS OF THE TOP OF EACH DAM ARE AT LEAST 10 FEET DIFFERENT.
3. EXTEND THE STONE A MINIMUM OF 15 FEET BEYOND THE DITCH BANKS TO PREVENT EROSION ALONG THE DAM.
4. PROTECT THE CHANNEL COMPOSITION OF THE CONEST CHECK DAM FROM SEASONAL CLOSING WITH STONE LINER AS APPROPRIATE.
5. ENSURE THAT CHANNEL APPROACHES SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS ARE NOT SUBJECT TO DAMAGE OR DEGRADATION FROM DISCHARGE OF

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- SPORTING CLAY TRAIL DETAIL
(p. 1.8.3)
- NOTE: THE ABOVE DETAIL APPLIES TO THE PREVIOUSLY
CONSTRUCTED TRAIL AND PROPOSED IMPROVEMENTS TO
THE TRAIL.

7	8-26-18	RE-DESIGN PER TOWN COMMENTS	JMS
8	9-27-18	RE-DESIGN PER TOWN COMMENTS	JMS
9	10-18-18	REVISED PER TOWN	JMS
10	11-14-18	REVISED PER TOWN	JMS
11	12-18-18	REVISED PER TOWN	JMS
12	1-15-19	REVISED PER TOWN	JMS
13	2-12-19	REVISED PER TOWN	JMS
14	3-11-19	REVISED PER TOWN	JMS
15	4-8-19	REVISED PER TOWN	JMS
16	5-6-19	REVISED PER TOWN	JMS
17	6-4-19	REVISED PER TOWN	JMS
18	7-2-19	REVISED PER TOWN	JMS
19	7-30-19	REVISED PER TOWN	JMS
20	8-27-19	REVISED PER TOWN	JMS
21	9-24-19	REVISED PER TOWN	JMS
22	10-21-19	REVISED PER TOWN	JMS
23	11-18-19	REVISED PER TOWN	JMS
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26	2-9-20	REVISED PER TOWN	JMS
27	3-6-20	REVISED PER TOWN	JMS
28	4-3-20	REVISED PER TOWN	JMS
29	5-1-20	REVISED PER TOWN	JMS
30	5-29-20	REVISED PER TOWN	JMS
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42	4-29-21	REVISED PER TOWN	JMS
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44	6-24-21	REVISED PER TOWN	JMS
45	7-22-21	REVISED PER TOWN	JMS
46	8-19-21	REVISED PER TOWN	JMS
47	9-16-21	REVISED PER TOWN	JMS
48	10-13-21	REVISED PER TOWN	JMS
49	11-10-21	REVISED PER TOWN	JMS
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52	2-2-22	REVISED PER TOWN	JMS
53	3-1-22	REVISED PER TOWN	JMS
54	3-29-22	REVISED PER TOWN	JMS
55	4-26-22	REVISED PER TOWN	JMS
56	5-24-22	REVISED PER TOWN	JMS
57	6-21-22	REVISED PER TOWN	JMS
58	7-19-22	REVISED PER TOWN	JMS
59	8-16-22	REVISED PER TOWN	JMS
60	9-13-22	REVISED PER TOWN	JMS
61	10-11-22	REVISED PER TOWN	JMS
62	11-8-22	REVISED PER TOWN	JMS
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96	9-3-25	REVISED PER TOWN	JMS
97	10-3-25	REVISED PER TOWN	JMS
98	11-3-25	REVISED PER TOWN	JMS
99	12-3-25	REVISED PER TOWN	JMS
100	1-3-26	REVISED PER TOWN	JMS

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J. Garret Pines
(919) 273-1995
(919) 273-7797
www.jgarpines.com

PROJECT HILLWOOD WOOD COUNTRY CLUB INC.

35000 PROJECT ROAD, TOWN OF CAMEL, PINE COUNTY, MN

DRAWING

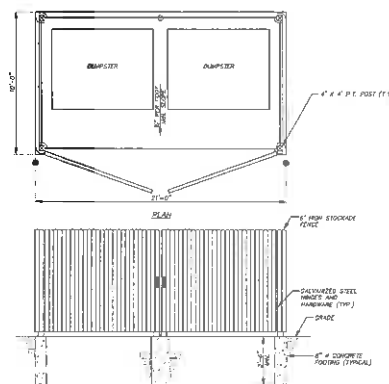
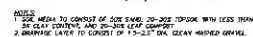
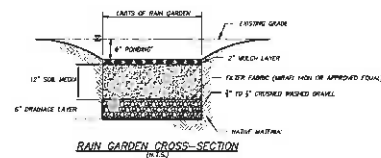
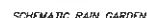
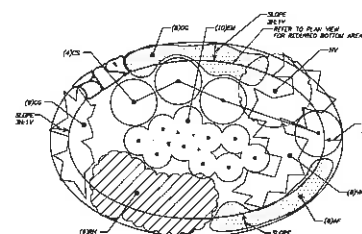
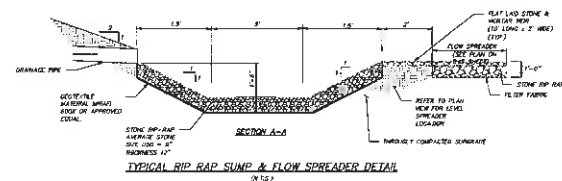
DETAILS

PROJECT NUMBER	10173.100	PROJECT REVISION	P.O.W.
DATE	12-26-18	REASON	J.M.W.
SCALE	AS SHOWN	CHECKED	

DRAWING NO.

D-1

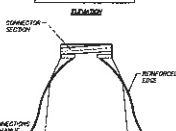
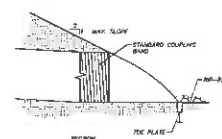
SHEET



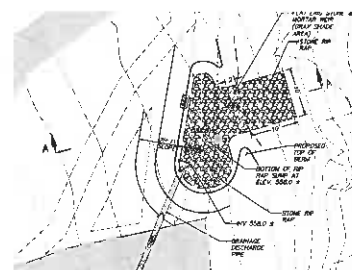
ELEVATION:

80224 CHECK WITH REFUSE HAULER PRIOR TO INSTALLATION OF REFUSE ENCLOSURE FOR OBSTRUCTIONS

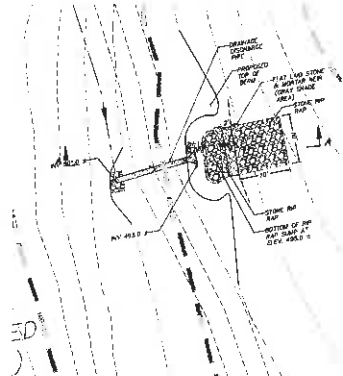
DUMPSTER ENCLOSURE DETAIL



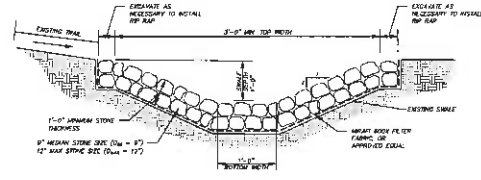
END SECTION DETAIL



RIP RAP & FLOW SPREADER 2 DETAIL
(N.T.S.)



RIP RAP & FLOW SPREADER 3 DETAIL
(N.T.S.)

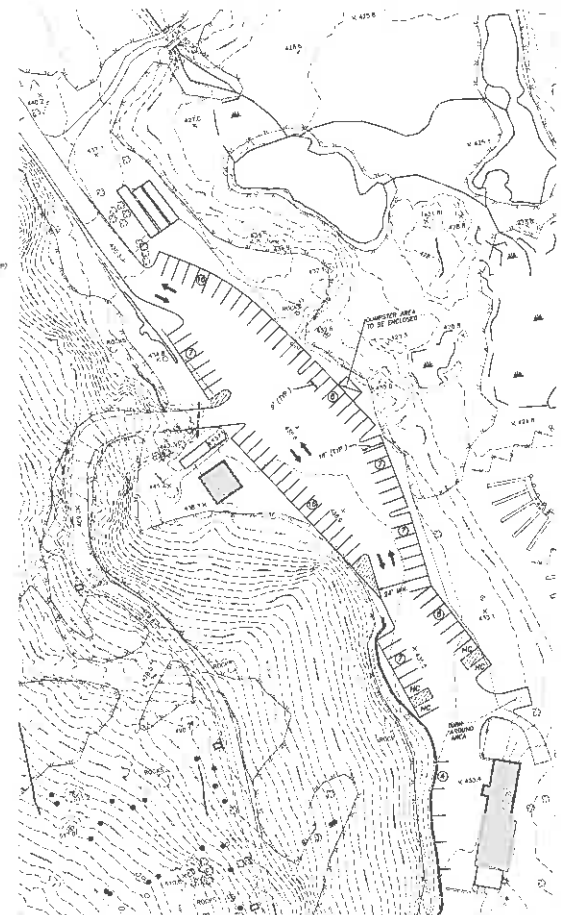


RIP RAP SWALE DETAIL

SCHEMATIC RAINGARDEN PLANT LIST			
KEY:	DUTCH/COMMON NAME	SIZE	ROOT/SPACING
CS	<i>Botanalis verticillata</i> / Red-tiled Daisies	18-24" H	3' CENTER
NV	<i>Manisarda virginica</i> / Common Witchazel	2'-5" H	3' SB
AL	<i>Asplenium</i> / Lady Fern	3' CM	18" CM CENTER
CS	<i>Chamaelirium</i> / White Turbans	3' CM	18" CM CENTER
CS	<i>Erigeron philadelphicus</i> / New York Wild	3' CM	AS SHOWN
OC	<i>Ornithoglossum</i> / Star of Bethlehem	3' CM	24" CM CENTER
HL	<i>Hebe</i> / Blueberry Bush	3' CM	24" CM CENTER
HL	<i>Hebe</i> / Blueberry Bush	3' CM	18" CM CENTER




END SECTION DETAIL



ENLARGED PARKING PLAN

NAME _____

DATE: 2-8-17		PROJECT: 754 TAN COMANTS		A	
BY: [Signature]		REVISION:		A	



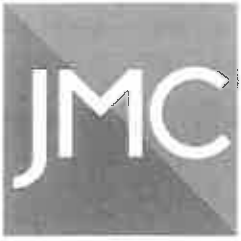
INSITE

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3 Digiplot Files
 Canyon, NP 1080
 (949) 279-8800
 (949) 273-5777
www.insite-wa.com

PROJECT: **WILLOW WOOD
COUNTRY CLUB, INC.**
 2600 HOLLY HILLS ROAD OF GAMES, ANDOVER GOLF COURSE
 DRAWING: **DETAILS**

PROJECT NUMBER	181 123 100	PROJECT MANAGER	R.D.W.	DRAWING NO.		SHEET	
DATE	2 - 27 - 13	DESIGNED	J.W.M.	D-2			/
SCALE	AS SHOWN	CHECKED					



Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

May 10, 2019

Chairman Craig Paepre and Members of the Planning Board
Town of Carmel Planning Board
60 McAlpin Avenue
Mahopac, New York 10541

RE: JMC Project 18188
Proposed Restaurant Redevelopment (Former Friendly's Site)
1081 Stoneleigh Avenue
Town of Carmel, NY

Dear Chairman Paepre and Members of the Board:

On behalf of Kai Carmel LLC, we are pleased to provide the following responses to comments contained in memorandums from the Town Planning Consultant, Director of Code Enforcement, and the Town Engineer, to your Board. Accordingly, we are pleased to provide the materials and responses enumerated below.

Enclosed please find a copy of the below listed materials for your review:

1. JMC PLLC Drawings:

<u>Dwg. No.</u>	<u>Title</u>	<u>Rev. #/Date</u>
C-000	"Cover Sheet"	1 05/10/2019
C-010	"Existing Conditions Map"	2 05/10/2019
C-100	"Layout Plan"	1 05/10/2019
C-101	"Truck Turning Plan"	05/10/2019
C-200	"Grading and Erosion & Sediment Control Plan"	1 05/10/2019
C-900	"Construction Details"	1 05/10/2019
C-901	"Construction Details"	1 05/10/2019
C-902	"Construction Details"	1 05/10/2019
L-100	"Landscaping Plan"	1 05/10/2019

2. WAG Architects Drawings:

<u>Dwg. No.</u>	<u>Title</u>	<u>Rev. #/Date</u>
A-1	"Existing Floor Plan"	05/09/2019
A-2	"Draft Floor Plan"	05/09/2019
A-3	"Draft Exterior Elevations"	05/09/2019

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLCCOM | JMCPLLCCOM

3. Photometric Lighting Plan, prepared by CREE Lighting, dated 05/07/2019.

For ease of your review, we have repeated the comments in italics, followed by our responses:

Cleary Consulting Comment Memorandum, dated 04/24/2019:

Comment No. 1

Proposed Use:

The site is located in the C – Commercial zoning district. The proposed Taco Bell restaurant use is classified as a Fast-Food Restaurant, and is a Conditional Use use in the C district, subject to compliance with the provisions of §156-31.

Response No. 1

This comment is so noted.

Comment No. 2

Fast-Food Restaurant Conditional Use Standards:

A fast-food restaurant is permitted, provided that the following conditions set forth in § 156-31 are met:

- *They are fully enclosed establishments.*

The proposed Taco Bell restaurant will re-use a portion of the former Friendly's restaurant building, and will be fully enclosed. This condition is complied with.

- *The site shall not be located closer than 200 feet to an abutting residential zone or another fast-food restaurant.*

The site abuts the Commercial Business Park zoning district, and the nearest fast-food restaurant is 480' away (Wendy's). This condition is complied with.

- *Points of vehicular ingress and egress shall be limited to the adjacent thoroughfare having commercial zoned frontage only.*

The proposed site access is located on Stoneleigh which is commercially zoned. This condition is complied with.

Response No. 2

This comment is so noted.

Comment No. 3

Off-Street Parking Requirement Compliance:

The off-street parking requirement for a restaurant as established in §156-42 B. is 1 space per 3 seats or 1 space per 40 square feet devoted to patron use, whichever is greater.

The 1,800 square foot Taco Bell includes 40 customer seats. Utilizing the 1/3 seat provision, 14 parking spaces would be required. Utilizing the 1/40 sq ft patron use provision (assuming all 1,800 square feet were devoted to patron use), 45 parking spaces would be required.

The Friendly's parking lot accommodated 55 spaces, and the reconfigured lot provides for 45 spaces, which would meet the requirement for the Taco Bell restaurant.

However, it should be noted that no parking would then be available for the second restaurant use on the site. How would parking for this use be addressed?

Response No. 3

We have revised the parking calculation to account for both the patron area / number of seats and have taken the greater of the two. Included in this submission are the floor plans of which the calculations are based. Additionally, we have calculated the maximum number of seats / patron area for the second restaurant tenant (TBD) and provided these calculations on drawing C-000, "Cover Sheet". The calculations indicate that the proposal for both the Taco Bell and the second tenant would comply with the Town Zoning Code.

Comment No. 4

Parking Lot Layout and Configuration:

The site plan has been designed to provide for one-way traffic circulation through the site. Vehicles entering the site would be channeled to the right via an island. Is this island simply painted on the asphalt, or are curbs provided? It is recommended that this island be curbed to more definitively identify the traffic flow pattern.

The new parking configuration along the norther property line starts with four 90-degree spaces, then changes to 3 angled spaces, then back to five 90-degree spaces. Ideally, a single contiguous row of parking should maintain the same parking angle configuration. Also, the angled spaces back-up directly into the drive-through lane (the western most space in particular has the narrowest back-up space available before conflicting with vehicles in the drive-through lane). This portion of the parking area should be reevaluated.

The remainder of the parking lot is appropriately configured.

The site plan application notes that the existing parking lot will be milled and repaved. Review of the new pavement surface is required by the Engineering Department.

Response No. 4

Vehicles entering the property will be directed to circulate counter-clockwise around the building by a striped island in the front of the property. A concrete curbed island is not proposed due to the need to allow patrons exiting the drive-through or bypass lanes an opportunity to recirculate the site without leaving the property. In our experience, providing an ability to recirculate the site internally allows for improved overall site operations. Additional signage has been placed at the entrance and around the site to supplement the one-way vehicle circulation pavement markings.

The parking aisle along the northern property line has been revised to provide a contiguous row of angled spaces. A space has been signed and striped for 'No Parking' along this aisle due to insufficient aisle width. The revised parking lot layout maintains the same number of parking spaces on-site.

Comment No. 5

Drive Through Queue:

The site plan proposes the installation of a new drive-through window for the Taco Bell restaurant with a dedicated vehicle queue. It is unclear if the drive-through lane is delineated by a painted line, or a curb. A curb is recommended to prevent vehicles from exiting the queue after entering it, and creating conflicts.

The primary issue concerning drive-through windows is ensuring that the queue does not back-up and create traffic conflicts. The plan notes an ordering station and a separate pick-up station. 5 cars can stack behind the ordering station and 3 cars can stack behind the pick-up window.

The applicant should supply queue data from other Taco Bell restaurants to demonstrate the adequacy of the queue length. If vehicles back up into that travel aisle, vehicles would be prevented from circulating around the rear of the building, parking and exiting the site.

The applicant should also address how the drive-through would impact the other restaurant tenant.

Response No. 5

The proposed site layout provides a designated drive-through lane with queuing for 10 vehicles. The drive-through lane is delineated by a painted line on the north and south sides of the building and separated from other on-site vehicles along the west side of the building by a landscaped island. A curbed island is not proposed throughout the entire length of the drive-through lane to allow motorists an opportunity to exit the drive-through lane and re-enter the parking lot. The width of the property also creates constraints that prevent the installation of a curbed island between the drive-through lane and the drive aisles.

In addition, once the drive-through lane reaches a certain queuing length, customers may be directed to park and their order will be brought to them in an effort to avoid a longer than normal queue, or unnecessary delays. Based on the experience of Taco Bell and the queue length proposed, it is our opinion that on-site traffic conflicts will not be created.

Although a specific tenant has not been determined at this time, the proposed drive-through lane is not anticipated to impact the operations of the second tenant.

Comment No. 6

Building Architecture:

The site plan application notes that facade renovations are proposed. Will only half the building containing the Taco Bell restaurant be improved? How will the other half be addressed?

The building architecture and facade improvements should address the entire building uniformly, including both tenant spaces.

Response No. 6

Included herein are the preliminary architectural drawings for the proposed interior and exterior building renovations. Once a second tenant is identified, further floor plans and elevations will be provided detailing the interior fit-out and any exterior modifications for that tenant's space.

Comment No. 7

Landscaping:

Some relatively modest landscaping improvements are proposed, including low level foundation plantings around the building, in an island area behind the building, and two trees at the site entrance. It is recommended that, subject to sight distance requirements, landscaping along the site's Stoneleigh Avenue frontage be provided as well, to screen the parking lot, and create an attractive frontage.

Response No. 7

We have revised the landscaping plan to incorporate plantings along the property's frontage as requested by the board.

Comment No. 8

Stream & Wetland Impacts:

A stream surrounded by a wetland are present in the rear of the site. While no expansion of impervious surfaces are proposed, the resurfacing of the existing parking lot may result in impacts. A referral to the ECB will allow that Board to address these concerns.

Response No. 8

This comment is so noted. We have had the wetlands associated with the stream flagged by Ecological Solutions and the flags field located by the project surveyors. The wetland line and Town regulated adjacent area is now shown on the site plans. As required, the applicant has filed a

Wetland Permit application with the Town's Environmental Conservation Board for review and approval.

It should be noted that the project does not involve any direct impact to the wetland. Impacts to the adjacent area, which is down gradient, are minimal.

Comment No. 9

Site Lighting:

The site plan notes the location of 6 light posts around the perimeter of the site. Are these existing or proposed? Details of the lighting fixtures are necessary, and all lighting should be downward directed and shielded, and to the extent feasible, night-sky compliant.

Are any decorative lighting fixtures proposed for the building or landscaped areas? If so, clarification is required.

Response No. 9

The applicant is proposing to replace the light fixture heads with modern fixtures. CREE Lighting has prepared a photometric lighting plan and the pertinent lighting details have been added to the site plans. All proposed lighting will be downward directed, shielded, and night-sky compliant. No decorative fixtures are currently proposed for the building or landscaped areas.

Comment No. 10

Signage:

What type of signage is proposed? Details are required. How will signage for the second tenant space be addressed? Clarify drive-through signage.

In addition, clarify the speaker system proposed to be used for the drive through, including volume limitations.

Response No. 10

A sign package is being prepared by the project architect detailing all proposed signage and will be submitted for review once available.

The audio system that will be installed in the drive-through lane will consist of a intercom system that will allow patrons to speak with the staff taking orders. The speaker system will be a typical system utilized at fast-food restaurants and will not exceed noise levels permitted by Town Code. The system will have volume limitations.

Comment No. 11

Refuse & Recycling:

It is noted that a new trash enclosure is proposed in the southwest corner of the parking lot. Will this enclosure accommodate all refuse, recyclables, oils and grease and other food waste?

Is a grease trap proposed in the sewer connection?

Response No. 11

The property is currently served by a grease trap in the front of the building. The plans have been modified to clearly identify the grease trap. The upgraded trash enclosure will accommodate all refuse and recyclables from the proposed restaurant and future second tenant.

Town of Carmel Director of Code Enforcement Memorandum, dated 04/24/2019

Comment No. 1

Provide floor plans and elevations. I need this to confirm the parking requirements.

Response No. 1

Please refer to Response No. 3 above directed toward the Town's Planning Consultant's comments. Floor plans and elevations have been provided. Parking requirements and compliance are indicated on the drawing set's cover sheet.

Comment No. 2

Provide detail of the trash enclosure.

Response No. 2

A detail for the trash enclosure is provided on drawing C-902, "Construction Details".

Comment No. 3

Provide detail of all signage.

Response No. 3

A sign package is being prepared by the project architect detailing all proposed signage and will be submitted for review once available.

Comment No. 4

The zoning table needs to be corrected. UNCHANGED is not acceptable. If it is unchanged and it complies, I have no issue, however, if it does not comply, a variance must be granted. If a variance was already granted, that should be noted on the plan.

Response No. 4

The Table of Land use on the Cover Sheet has been revised to fill in all of these fields previously marked 'Unchanged'. In addition, a note has been added to this table referencing the variances that were received in 1984 for the construction of the original Friendly's restaurant.

Comment No. 5

Variances are required for Lot Width and Building Area.

Response No. 5

Please see Response No. 4 above.

Comment No. 6

This project should be referred to the ECB for comments.

Response No. 6

This comment is so noted. We have had the wetlands associated with the stream flagged by Ecological Solutions and the flags field located by the surveyors. The wetland line and Town regulated adjacent area is now shown on the site plans. We have filed a Wetland Permit application with the Town's Environmental Conservation Board to discuss further.

Memorandum from Richard J. Franzetti P.E., Town Engineer

Comment No. 1

The following referrals would appear to be warranted:

- a. The Town of Carmel Environmental Conservation Board (ECB)*
- b. Carmel Fire Department*

Response No. 1

This comment is so noted. The application will be before the ECB on May 16th. In addition, the site plan has been provided to the Carmel Fire Department for their review and comment.

Comment No. 2

Permits from the following would appear necessary:

- a. ECB*

Response No. 2

This comment is so noted. We have had the wetlands associated with the stream flagged by Ecological Solutions and the flags field located by the surveyors. The wetland line and Town regulated adjacent area is now shown on the site plans. We have filed a Wetland Permit application with the Town's Environmental Conservation Board to discuss further.

Comment No. 3

Vehicle Movement Plans should be provided which provide the following:

- a. All turning radii for the site should be graphically provided. This includes the turning radii into the modified site entrances.*
- b. It is unclear as to the type of vehicular traffic which will be entering the site and there is no definition regarding the delivery of goods to the site.*

Response No. 3

We have prepared drawing C-101, "Truck Turning Plan", showing a truck turning movement for a typical truck that would be accessing the site.

Comment No. 4

The number of employees should be provided so as to calculate the number of required parking spaces.

Response No. 4

Approximately 20 individuals would be employed at this site (8 to 10 on each shift). The parking calculation has been provided on drawing C-000, "Cover Sheet" and is based on the Town Zoning Code for restaurants.

Comment No. 5

Provide location of and calculations for grease trap sizing.

Response No. 5

A 1,000 gallon grease trap exists in the front of the property near the sidewalk by the building entrance, and it has been labeled on the plan. The grease trap served the Friendly's restaurant and will be inspected and cleaned prior to re-occupancy of the building. The existing grease trap can accommodate the needs of the proposed restaurants.

Comment No. 6

A portion of the sidewalk on the south north easterly side of the building should be eliminated. The sidewalk as configured encourages a pedestrian to walk blindly into the egress lane of the drive through.

Response No. 6

A portion of the sidewalk along the front of the building has been removed to discourage pedestrians from walking into the egress lane of the drive-through.

Comment No. 7

All planting should be verified by the Town of Carmel Wetlands Inspector

Response No. 7

This comment is so noted.

Comment No. 8

All plantings shall be installed per §142 of the Town of Carmel Town Code.

Response No. 8

This comment is so noted. The applicant will comply with code section 142.

Comment No. 9

All curbs and asphalts should meet the specifications provided in the Town of Carmel Town Code.

Response No. 9

This comment is so noted. The plans will comply with Town Code requirements.

Comment No. 10

The applicant should provide wind load calculations for the canopy.

Response No. 10

Wind load calculations for all overhanging features will be provided during the permitting phase and will meet the requirements of the New York State and International Building Codes.

Comment No. 11

Sidewalks, manholes and guiderails should be installed per §128 of the Town of Carmel Town Code.

Response No. 11

This comment is so noted.

Comment No. 12

The applicant should provide a water and wastewater use report.

Response No. 12

Based on the NYSDEC Design Standards for Intermediate Sized Wastewater Treatment Systems, the projected usage for the site is 1,000 gallons per day (GPD). Subsequent discussions with Taco Bell representatives indicate that this number is consistent with usage established at Taco Bell's other restaurants.

Comment No. 13

Should any public improvements be deemed necessary as part of the development of the tract, a Performance Bond and associated Engineering Fee must eventually be established for the work.

Response No. 13

This comment is so noted.

We trust that this information is sufficient for you to complete your review of this Application and look forward to discussing this matter with you further. If you have any questions or require additional information with regard to the information provided above, please do not hesitate to contact our office at 914-273-5225. Thank you for your consideration.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC



James A. Ryan, RLA
Principal



Paul J. Dumont, EIT
Senior Designer

SITE PLAN APPROVAL DRAWINGS

PROPOSED RESTAURANT REDEVELOPMENT

TAX MAP SECTION 55.11 | BLOCK 1 | LOT 3
1081 STONELEIGH AVENUE
TOWN OF CARMEL, NEW YORK

JMC Site Planner, Civil Engineer,
and Landscape Architect:
120 BEDFORD ROAD
ARMONK, NY 10504
(914) 273-6225

Applicant:

KAI CARMEL LLC
25 ROUTE 59
NYACK, NY 10960
(201) 315-3670

Owner:

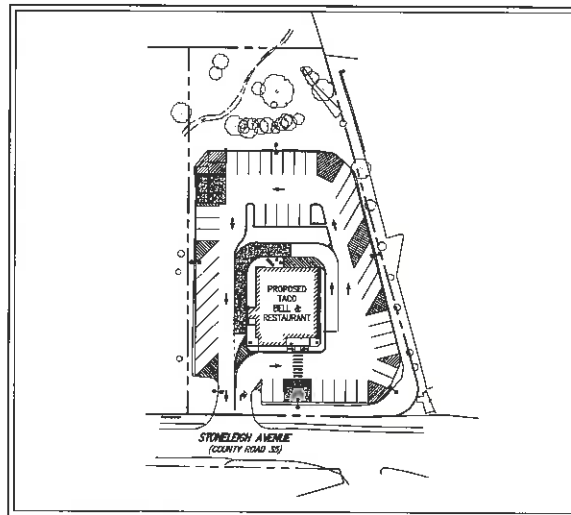
URSTADT BIDDLE PROPERTIES INC.
321 RAILROAD AVE
GREENWICH, CT 06830
(203) 863-8200

Attorney:

HARRIS BEACH, PLLC
445 HAMILTON AVE, SUITE 1206
WHITE PLAINS, NY 10601
(914) 683-1212

Surveyor:

BADEY & WATSON SURVEYING & ENGINEERING, P.C.
3063 ROUTE 9
COLD SPRING, NY 10516
(845) 265-9217



AREA MAP
SCALE: N.T.S.

JMC Drawing List:

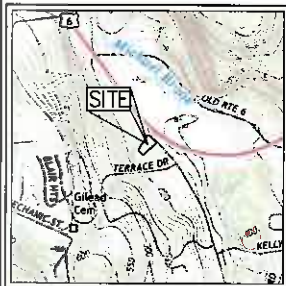
C-000 COVER SHEET
C-010 EXISTING CONDITIONS MAP
C-100 LAYOUT PLAN
C-101 TRUCK TURNING PLAN
C-200 GRADING AND EROSION & SEDIMENT CONTROL PLAN
C-900 CONSTRUCTION DETAILS
C-901 CONSTRUCTION DETAILS
C-902 CONSTRUCTION DETAILS
L-100 LANDSCAPING PLAN

TABLE OF LAND USE

SECTION 55.11 BLOCK 1, LOT 3				
ZONE "C" - COMMERCIAL				
DESCRIPTION		REQUIRED / PERMITTED	EXISTING	PROPOSED
LOT AREA	(FEET)	60,000	52,841	52,841
LOT WIDTH	(FEET)	200	164 ^{1/2}	164
LOT DEPTH	(FEET)	200	323	323
BUILDING HEIGHT	(FEET)	35	<35	<35
GROSS FLOOR AREA	(SQUARE FEET)	5,000	3,560 ²	3,560
LOT COVERAGE BY BUILDING	(PERCENT)	30%	8.8	6.6
YARDS				
FRONT BUILDING SETBACK	(FEET)	40	81.5	81.5
REAR BUILDING SETBACK	(FEET)	30	192.3	192.3
SIDE BUILDING SETBACK	(FEET)	25	52.7	52.7
PARKING SUMMARY				
TOTAL SPACES	(SPACES)	45	55	45
STANDARD SPACES	(SPACES)	43	52	43
HANDICAP SPACES	(SPACES)	2	3	2

NOTES

1. DIMENSIONS WERE OBTAINED BY MEASUREMENT FOR LOT BOUNDARY AND BUILDING FLOOR AREA.
2. PER NEW YORK TSP-45 OF THE TOWN OF CARMEL, ZONING CODE, FOR RESTAURANT USES, 1 PARKING SPACE IS REQUIRED FOR EACH 3 SEAT, INCLUDING BARSTOOLS, OR 1 PARKING SPACE IS REQUIRED FOR EACH 40 SQUARE FEET OF FLOOR AREA DEVOTED TO PATRON USE WHEN CAPACITY IS NOT DETERMINED BY THE NUMBER OF SEAT SEATING.
3. TACO-BELL REQUIREMENT: 35 SEAT / 2 = 17 PARKING SPACES
4. 400 S.F. OF FLOOR AREA DEVOTED TO PATRON USE / 40 = 10 PARKING SPACES
FUTURE RESTAURANTE TENANT: BARBECUE ON BORTH ON BARTH 100 S.F. OF FLOOR AREA DEVOTED TO PATRON USE
TOTAL 40 PARKING SPACES REQUIRED



VICINITY MAP
SCALE: 1" = 1,000'
SOURCE: USGS / 2016

GENERAL CONSTRUCTION NOTES APPLY TO ALL WORK HEREIN:

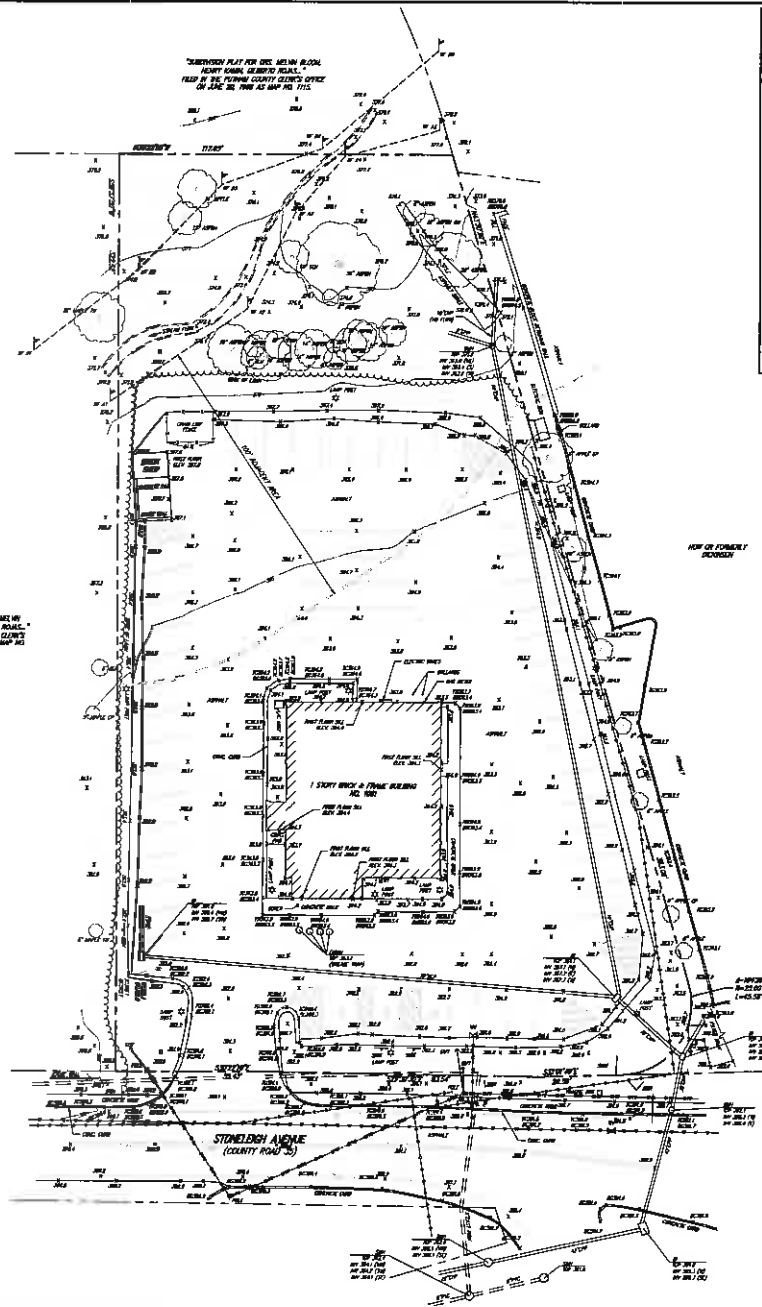
1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CALL 811 TO LOCATE ALL UTILITIES. THE CONTRACTOR SHALL COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC AND PRIVATE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC AND PRIVATE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PUBLIC AND PRIVATE UTILITIES AND STRUCTURES AT OR ADJACENT TO THE SITE OF CONSTRUCTION.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES ADJACENT TO THE SITE OF CONSTRUCTION AT ALL TIMES TO THE SATISFACTION OF THE TOWN ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE PEDESTRIAN ACCESS AT ALL TIMES.
3. CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF EXISTING PAVEMENT TO REMAIN.



No.	Revision	Date	By
1.	REVISED PER TOWN COMMENTS	05/10/2016	JES

JMC

DATE: 05/10/2016
DRAWN BY: JES
CHECKED BY: JES
SCALE: AS SHOWN
SHEET: C-000



PROPERTY OWNERS WITHIN 500' OF SECTION 55.11, BLOCK 1, LOT 3

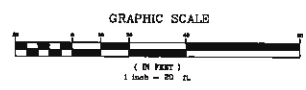
SECTION	BLOCK	LOT	PROPERTY OWNER	MAILING ADDRESS
55.10	1	9	LINNETT COMPANY, INC.	N/A
55.11	1	1	ALEXANDER HARRIS	1 NORTH GATE ROAD CARMEL, NY 12012
55.11	1	1	IND AND REFIN	205 W. BOND ROAD YONKON LEWIS, NY 10584
55.11	1	2	CARMEL STORE REALTY LLC	777 LONG AVENUE CLARKSON, NJ 07066
55.11	1	4	UNITED TRUST PROPERTIES	501 BALDWIN AVENUE CLARKSON, NY 10984
55.10	1	12	L.C. CARMEL REALTY, LLC	1240 HANCOCK PLAZA, FL 20 MONTICELLO, NJ 07066
55.10	1	12	NEWBARK, ORANGE, NEWARK, FRANK	N/A
55.11	1	25	TOWN OF CARMEL	60 MILLMAN AVENUE HARRISON, NY 10621
55.11	1	40	NY REALTY STATION LLC	205 BALDWIN AVENUE CLARKSON, NY 10984
55.11	1	41	MCDONALD'S REAL ESTATE CO.	10 MARLY STREET, FL 10 MONTICELLO, NJ 07066
55.11	1	4	PITKIN COUNTY COMPTON	30 INTERNATIONAL BOULEVARD MONTICELLO, NY 10828
55.11	1	42	HARRISON VALLEY FEE CREDIT UNION	100 BURGESS ROAD POUGHKEEPSIE, NY 12601
55.11	1	11.2	MR. RETREAT AT CARMEL, LLC INC	100 MARLY ST CARMEL, NY 10984
55.11	1	11.3	THE RETREAT AT CARMEL	322 W. ARMY ROAD, STE 210 CLARKSON, NJ 07066
55.11	1	11.3	THE RETREAT AT CARMEL, LLC INC	322 W. ARMY ROAD, STE 210 CLARKSON, NJ 07066

LEGEND

- EXISTING PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING BUILDING LINE
- EXISTING PAVEMENT EDGE
- EXISTING CURB LINE
- EXISTING CONTROLLER
- EXISTING BACK CROWN
- EXISTING RETAINING WALL
- EXISTING FENCE
- EXISTING TREE AND BOUNDARY
- EXISTING TREE LINE
- EXISTING WETLAND LINE
- EXISTING WETLAND ADJACENT AREA BOUNDARY
- EXISTING DIRECTIONAL MARKING
- EXISTING PAINT
- EXISTING PARKING WITH NUMBER OF SPACES
- EXISTING HANDICAP PARKING WITH NUMBER OF SPACES
- EXISTING PAVEMENT CROSSING
- EXISTING STORM DRAIN LINE AND SIZE
- EXISTING SANITARY LINE AND SIZE
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD WIRES
- EXISTING DRAIN INLET
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING GAS VALVE
- EXISTING WATER VALVE
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING SIGN

NOTES

1. EXISTING CONDITIONS DERIVED ON THIS PLAN HAVE BEEN TAKEN FROM SURVEY TITLES, "1/4-1/2 & 3/4-1/2" & "TOWNSHIP SURVEY OF PROPERTY" PREPARED BY BAILEY & WILSON SURVEYING & ENGINEERING, P.C., DATED 03/19/2018.



ANY ALTERATION OF PLANS, SPECIFICATIONS, PLANS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 2208 OF THE NEW YORK STATE EDUCATION LAW, SUBJECT AS PROVIDED FOR BY SECTION 2209, SUBSECTION 2.

No.	Revision	Date	By	Drawn	PD	Approved	Job
1.	REVISED PER TOWN COMMENTS	04/15/2019	PD				
2.	REVISED PER TOWN COMMENTS	05/10/2019	JBS				

Project: 151006
 Title: C-010

KAI CARMEL LLC
 25 ROUTE 89
 NYACK, NY 10980

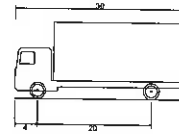
JMC

**EXISTING MAP
 CONDITIONS MAP
 PROPOSED RESTAURANT
 REDEVELOPMENT**
 1001 STONELIGH AVENUE
 TOWN OF CARMEL, NEW YORK

C-010

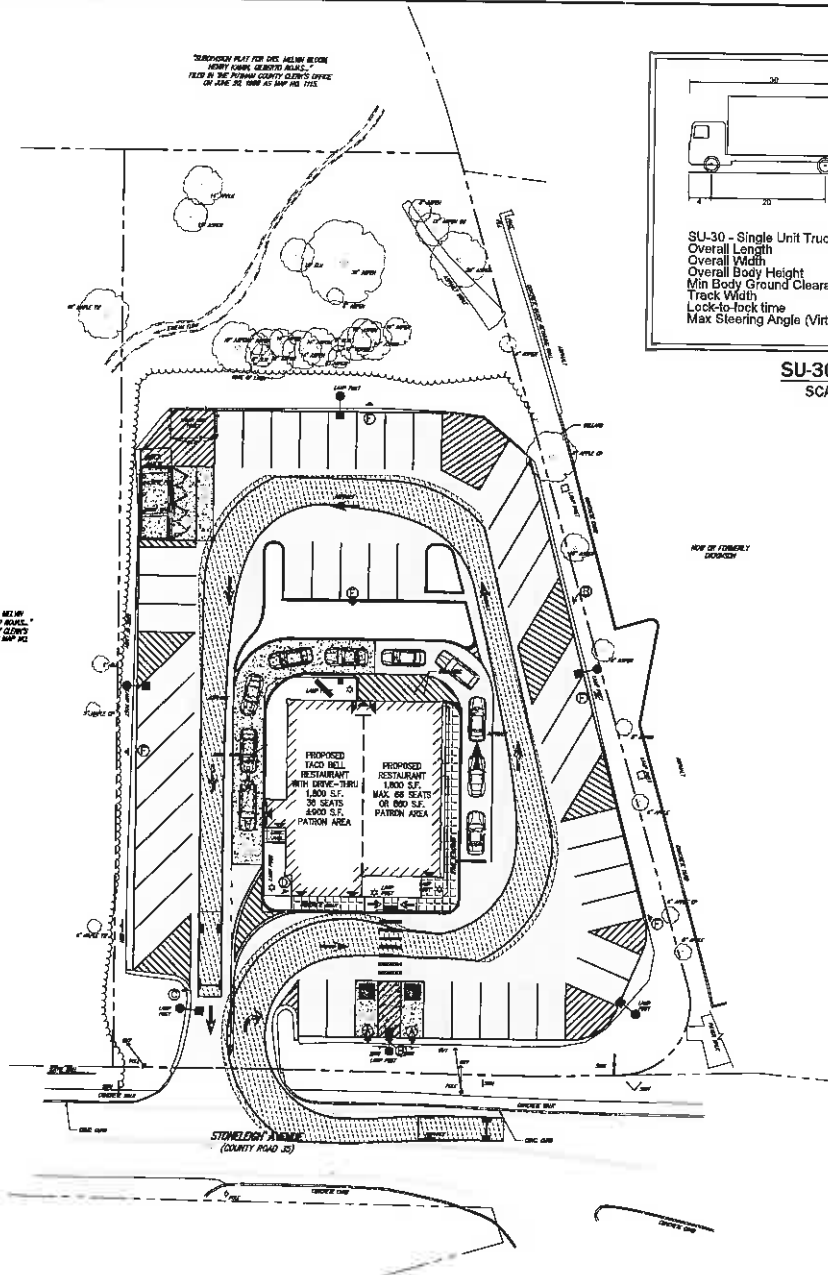
TORNSHOWN PLAN FOR DIST. HELLING REGION
 KAI CARMEL, GEORGETOWN, N.Y.
 FILED IN THE TOWN OF GEORGETOWN OFFICE
 ON JUNE 28, 2008 AT 10:00 AM

TORNSHOWN PLAN FOR DIST. HELLING REGION
 KAI CARMEL, GEORGETOWN, N.Y.
 FILED IN THE TOWN OF GEORGETOWN OFFICE
 ON JUNE 28, 2008 AT 10:00 AM



SU-30 - Single Unit Truck
 Overall Length 30.000ft
 Overall Width 8.000ft
 Overall Body Height 13.500ft
 Min Body Ground Clearance 1.367ft
 Track Width 8.000ft
 Lock-to-lock time 5.00s
 Max Steering Angle (Virtual) 31.80°

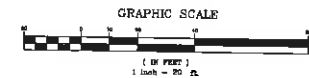
SU-30 PROFILE
 SCALE: N.T.S.



LEGEND

[Symbol]	EXISTING PROPERTY LINE
[Symbol]	ADJACENT PROPERTY LINE
[Symbol]	EXISTING RETAINING WALL
[Symbol]	EXISTING BUILDING LINE
[Symbol]	EXISTING PAVEMENT EDGE
[Symbol]	EXISTING CURB LINE
[Symbol]	EXISTING STONE WALL
[Symbol]	EXISTING RETAINING WALL
[Symbol]	EXISTING TREE AND VEGETATION
[Symbol]	EXISTING TREE LINE
[Symbol]	EXISTING RETAINING WALL
[Symbol]	EXISTING RETAINING WALL
[Symbol]	EXISTING PAVEMENT
[Symbol]	EXISTING PAVING WITH NUMBER OF SPACES
[Symbol]	EXISTING ACCESSIBLE PARKING WITH NUMBER OF SPACES
[Symbol]	EXISTING UTILITY POLE
[Symbol]	EXISTING UTILITY POLE
[Symbol]	EXISTING SIGN
[Symbol]	PROPOSED CONCRETE CURB
[Symbol]	PROPOSED DROP CURB & RAMP
[Symbol]	PROPOSED ACCESSIBLE PARKING SPACES WITH NUMBER OF SPACES INDICATED (REFER TO TURNING DETAILS)
[Symbol]	PROPOSED PARKING SPACES WITH NUMBER OF SPACES INDICATED (REFER TO TURNING DETAILS)
[Symbol]	PROPOSED CONCRETE SIDEWALK
[Symbol]	PROPOSED SCHEDULED CONCRETE SIDEWALK & CURB
[Symbol]	PROPOSED DROP CURB AND RAMP
[Symbol]	PROPOSED WALL AND FENCELINE
[Symbol]	PROPOSED CONCRETE ASPHALT
[Symbol]	PROPOSED FENCE
[Symbol]	PROPOSED ARROW MARKING ON PAVEMENT
[Symbol]	TRAFFIC SIGN LOCATION & DESCRIPTION
[Symbol]	PEDESTRIAN CROSSING
[Symbol]	EXISTING FEATURE TO BE REMOVED

NOTES
 1. EXISTING CONDITIONS SHOWN ON THIS PLAN HAVE BEEN OBTAINED FROM A SURVEY MADE, 100-BAL & TOPOGRAPHIC SURVEY OF PROPERTY, PREPARED BY BARRY & NICHOLSON SURVEYING & ENGINEERING, P.C., DATED 05/18/2008.



ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND REPORTS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR REGISTERED LAND SURVEYOR IS A VIOLATION OF SECTION 7208 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7209, SUBSECTION 2.

No.	Reason	Date	By

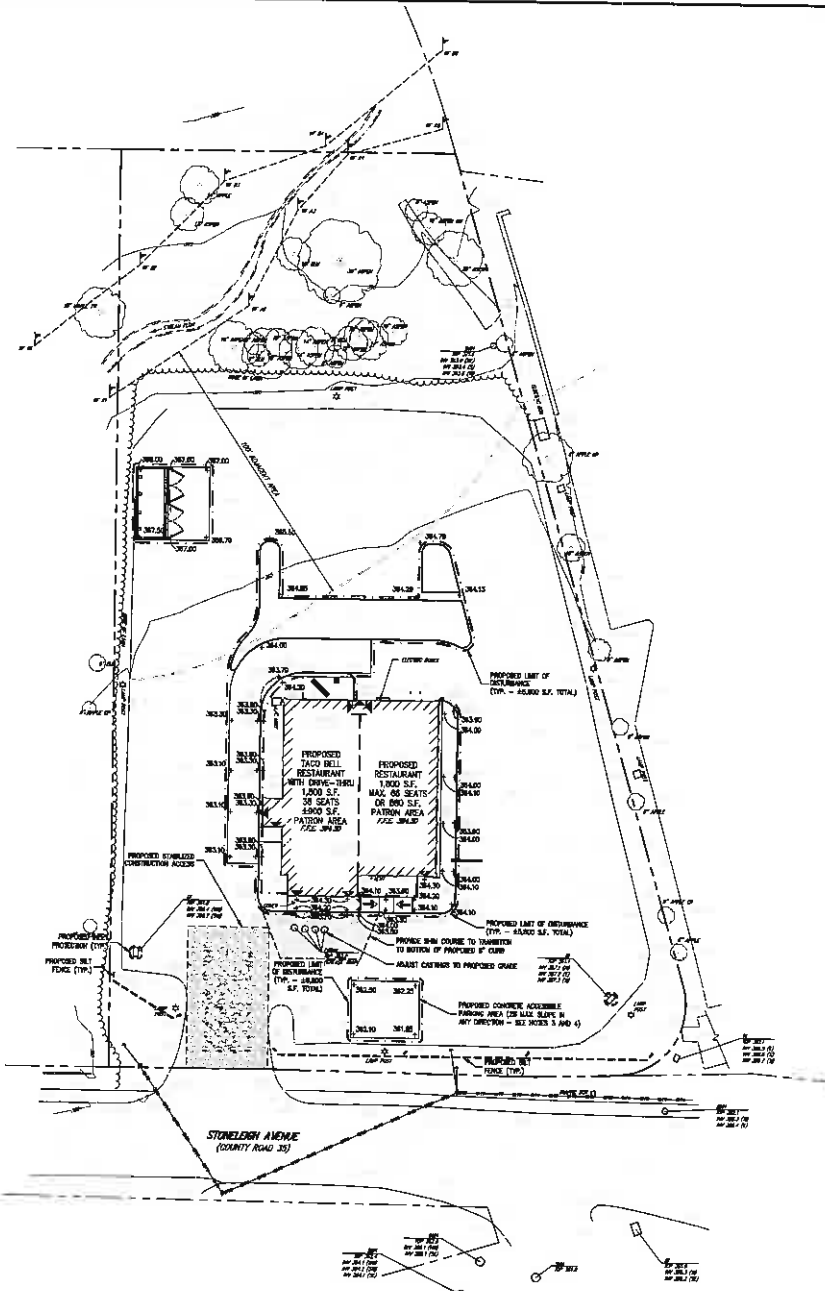
KAI CARMEL, LLC
 25 ROUTE 59
 NYACK, NY 10980

JMC

TRUCK TURNING PLAN
PROPOSED RESTAURANT
REDEVELOPMENT
 TOWN OF GEORGETOWN, NEW YORK

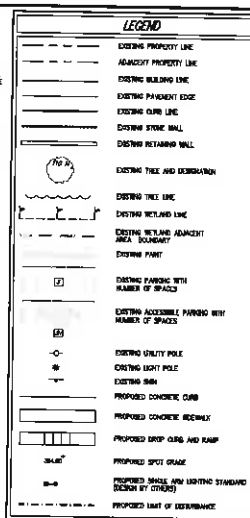
DATE: 06/10/2010
 TIME: 10:00
 DRAWN BY: JMC
 CHECKED BY: JMC
 SCALE: 1" = 80'

C-101



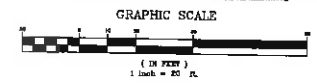
NOTES

- ALL STORMWATER MANAGEMENT PRACTICES SHALL REMAIN UNDISTURBED AND BE PROTECTED FROM HEAVY MAINTENANCE TRAFFIC DURING CONSTRUCTION. HOWEVER, LATER CONSTRUCTION OF THE PRACTICES, THE CONTRACTOR SHALL MAINTAIN AND PROTECT THE PRACTICES TO THE MAXIMUM EXTENT PRACTICABLE. THERE SHALL BE NO STORAGE OF MATERIALS OR WASTE IN AREAS USED FOR STORMWATER MANAGEMENT PRACTICES. THE CONTRACTOR SHALL INSTALL CONSTRUCTION FENCE AROUND THE PRACTICES TO DISCOURAGE VEHICLE TRAFFIC.
- ALL EXISTING BLANKET AND GRATED/PERFORATED AREAS SHALL NOT BE FURTHER DISTURBED WITHIN 14 CALENDAR DAYS (7 DAYS FOR CONSTRUCTION) AFTER THAT EXISTING EXISTING TO ONE OF THE ABOVE METHODS LISTED IN PARAGRAPH 1 OF THE SPECIAL PROVISIONS AND BE LOCATED WITHIN ONE OF THE DISTURBED AREAS IN PARAGRAPH 1 OF THE SPECIAL PROVISIONS. BE TEMPORARILY RECLOSED WITHIN 24 HOURS OF DISTURBANCE. IN ACCORDANCE WITH THE 17th YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DESIGNED "DESIGN AND REMOVAL CONTROL MEASURES" AND THE AREA AND BEST MANAGEMENT PRACTICES FOR TREE AND SHrub PLANTING, TRANSPORTATION IMPROVEMENT AND CARE, PREPARED BY THE INTERNATIONAL SOCIETY OF LANDSCAPE ARCHITECTS, SHALL LATEST STANDARD, AS FOLLOWS:
 - SEED MIXTURE AND RATE OF APPLICATION.
- ALL IN-ROAD, BLANKET OR CURB FALL, WITH THE AREA WITH FUTURE (LANDSCAPE OR FUTURE) TO BE PLANTED PER AREAS APPROXIMATELY 1.7 PLANTS/1000 SQUARE FEET OR ONE 1 PLANT/1000 SQUARE FEET. ALL IN-ROAD FALL OF CURB FALL, WITH THE AREA WITH FUTURE (LANDSCAPE OR FUTURE) TO BE PLANTED PER AREAS APPROXIMATELY 1.7 PLANTS/1000 SQUARE FEET.
- APPLICATION SHALL BE DONE BY MECHANICAL OR HYDROSEEDING METHODS.
- MAINTAIN ALL EXISTING AREAS NEW STRIP AT A RATE OF 1 YARD PER ACRE (20 FEET PER 1000 SQUARE FEET) AND THAT THE MAINTENANCE FORMS A CONTINUOUS BLANKET.
- ALL EXISTING AREAS SHALL BE FENCED, RECLOSED, AND MAINTAINED AS NECESSARY TO MAINTAIN WORKING FENCE VEGETATION COVER.
- TEMPORARY SEED MIXTURES SHALL NOT BE PLACED ON AREAS WHERE FINAL GRADE HAS BEEN ESTABLISHED AND TOPSOIL HAS BEEN PLACED UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE ARCHITECT.



NOTES

- EXISTING CONDITIONS SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM SURVEY TITLED "20-18-1-A" A TOPOGRAPHIC SURVEY OF PROPERTY, PREPARED BY BARRY & SUTTON SURVEYING & ENGINEERING, P.C., DATED 03/18/2018.
- ALL STORMWATER MANAGEMENT PRACTICES SHALL REMAIN UNDISTURBED AND BE PROTECTED FROM HEAVY MAINTENANCE TRAFFIC DURING CONSTRUCTION. HOWEVER, LATER CONSTRUCTION OF THE PRACTICES, THE CONTRACTOR SHALL MAINTAIN AND PROTECT THE PRACTICES TO THE MAXIMUM EXTENT PRACTICABLE. THERE SHALL BE NO STORAGE OF MATERIALS OR WASTE IN AREAS USED FOR STORMWATER MANAGEMENT PRACTICES. THE CONTRACTOR SHALL INSTALL CONSTRUCTION FENCE AROUND THE PRACTICES TO DISCOURAGE VEHICLE TRAFFIC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS FOR ACCESSIBLE PARKING SPACES, RAMP, DRIVEWAY, ETC. IN ACCORDANCE WITH THE LATEST EDITION OF THE FEDERAL "ARCHITECTURAL AND BARRELIERS ACT (ADA)" AND IS NOT RESPONSIBLE FOR RULES OR REGULATIONS GOVERNING THE MAINTENANCE OF CURB, JAC, AND NOT ACCEPT ANY OTHER (DRAINAGE & CURB) EXISTING THE MAINTENANCE ALLOWABLE BY CODE (SEPARATELY WITH A 3 FOOT CURB).
- ALL ACCESSIBLE PARKING AREAS SHALL BE FENCED AND FENCED IN SEPARATE, PLEASE REFER TO LAYOUT PLAN FOR ADDITIONAL INFORMATION.
- THIS PLAN IS FOR TEMPORARY DESIGN AND REMOVAL CONTROL MEASURES ONLY.
- PRIOR TO BEGINNING ANY CLEARING, GRUBBING OR EXCAVATION, ALL EXISTING AND REMOVAL CONTROL MEASURES SHALL BE REVIEWED AND APPROVED WITH ALL PLANS AND SPECIFICATIONS, DESIGN AND REMOVAL CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED, FINAL STABILIZATION OF LANDSCAPED AREAS SHALL BE IN ACCORDANCE WITH THE LANDSCAPE PLAN.
- THE CONTRACTOR SHALL PROTECT AND MAINTAIN ON-SITE DESIGN AND REMOVAL CONTROL MEASURES ON A DAILY BASIS. ALL EXISTING REMOVAL WITHIN REMOVAL BARRIERS SHALL BE RECLOSED TEMPORARILY AS REQUIRED TO MAINTAIN THE FUNCTION OF THE REMOVAL BARRIERS. ALL REMOVAL COLLECTION SHALL BE REMOVED ON THE NEW STABILIZED AREAS AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL PROTECT REMOVAL CONTROL MEASURES FOR EXISTING OR REMOVAL AS A SECTOR, BARRIERS, AFTER EACH REMOVAL, AND AS MAY BE REQUIRED OR DIRECTED BY ALL APPLICABLE APPROVED AND PERMITS. THE CONTRACTOR SHALL MAINTAIN THE REMOVAL CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION AND REMOVAL TO ALL AUTHORIZED PERSONS AND MAINTENANCE AS REQUIRED BY THE OWNER'S REPRESENTATIVE.
- ADDITIONAL DESIGN AND REMOVAL CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR AS REQUIRED/RECOMMENDED BY FIELD CONDITIONS AND AS DIRECTED BY THE OWNER'S REPRESENTATIVE, JAC, AND/OR ANY REMOVAL.
- EXIST SHALL BE CONTROLLED BY REMOVAL OR OTHER APPROVED METHODS AS NECESSARY OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.



ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATE AND REVISIONS BEARING THIS SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7-01 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR IN SECTION 7-01, SUBSECTION 2.

No.	Revision	Date	By	Drawn	PD	Approved	JAC
1.	REVISED PER TOWN COMMENTS	05/10/2018	JAC				

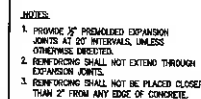
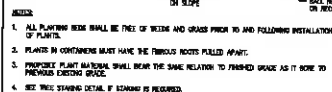
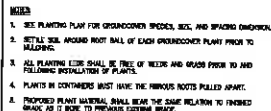
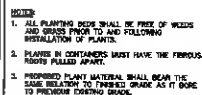
KAI CARMEL LLC
25 ROUTE 59
NYACK, NY 10950

ARCADE

JMC

GRADING AND EROSION & SEDIMENT CONTROL PLAN
PROPOSED RESTAURANT REDEVELOPMENT
25 ROUTE 59
TOWN OF CARMEL, NEW YORK

C-200



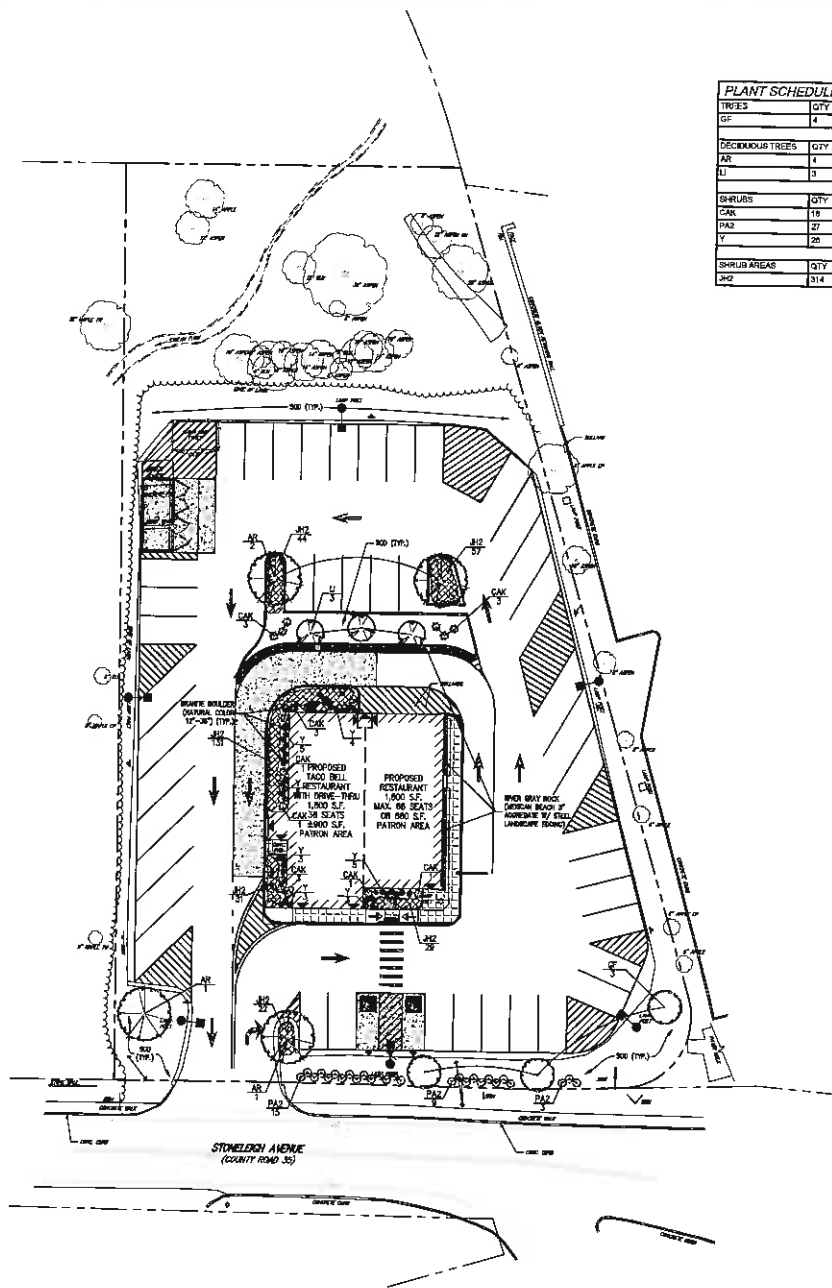
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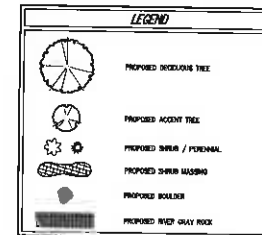
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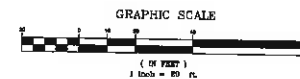


PLANT SCHEDULE				
TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE	ROOT COND. REMARKS
GF	4	Fastigiate Madroño Tree / Guirape Indica / Fastigata	3" - 3 1/2" CAL.	B & D
DECIDUOUS TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE	ROOT COND. REMARKS
AR	4	Red Maple / Acer Rubrum / Red Sunset	3" - 3 1/2" CAL.	B & E
LI	3	Crape Myrtle / Lagerstroemia Indica	24 Box	
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	SIZE	ROOT COND. REMARKS
CAZ	15	Flowering Reed Grass / Calamagrostis Canadensis / Tall Fountain	2 gal.	Cont.
PAZ	27	Boxwood / Pachyramphus elaeagnifolius	2 gal.	Cont.
Y	20	Yellow Adiantum / Yucca Filamentosa / Shrublet	2 gal.	Cont.
SHRUB AREAS	QTY	COMMON NAME / BOTANICAL NAME	CONT.	ROOT COND. REMARKS
JK2	314	Creeper / Juniper / Juniperus Horizontalis	1 gal.	



NOTES

1. ALL PLANT MATERIAL SHALL BE FIRST QUALITY STOCK, PLANTED MATERIAL, AND MATERIAL OF INSTALLATION SHALL CONFORM TO THE AMERICAN HURSTLY AND LANDSCAPE ASSOCIATION, AMERICAN STANDARDS FOR PLANTING STOCK, LATEST EDITION.
2. ALL AREAS OF THE SITE NOT OCCUPIED BY BUILDING OR PARKING AND NOT SPECIFIED AS BEING PLANTED WITH TREES, SHRUBS OR BUSHES SHALL BE PLANT.
3. ALL PLANTING MATERIAL SHALL BE MAINTAINED WITH 1" OF BROWN MULCH. MULCH SHALL BE CLEAR, NON-DECA, TIGHT FREE, SPREADER HANDLED.
4. PLANT MATERIALS AS SHOWN ON THE DRAWINGS AND DELIVERED TO THE SITE SHALL BE MAINTAINED GROWN AND CERTIFIED TRUE TO THEIR SPECIES, VARIETY, SUBCULTIVARS, AND NOT PERMITTED TO BE THE PROPERTY OF THE PROJECT LANDSCAPE ARCHITECTS WITHOUT APPROVAL.
5. ALL LANDSCAPING SHALL CONTINUE TO BE MAINTAINED IN A HEALTHY, STURDY CONDITION THROUGHOUT THE DURATION OF THE PROJECT. ANY PLANTING NOT SO MAINTAINED SHALL BE REPLACED WITH NEW PLANTS AT THE BEGINNING OF THE NEXT, IMMEDIATELY FOLLOWING GROWING SEASON.
6. ALL TREES AND SHRUBS SHALL BE PRUNED AND SHAPED AND BE SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND GROUNDWORKS.
7. PLANTING STOCK SHALL BE WELL-BRANCHED AND WELL-FORMED, STRONG, HEALTHY, FREE FROM DISEASE, INSEST, SCALE, INJURY, AND OTHER HARMFUL INSECTS OR OTHER DANGERS. PLANTING STOCK SHALL BE MAINTAINED IN A HEALTHY, STURDY CONDITION THROUGHOUT THE DURATION OF THE PROJECT. ANY PLANTING NOT SO MAINTAINED SHALL BE REPLACED WITH NEW PLANTS AT THE BEGINNING OF THE NEXT, IMMEDIATELY FOLLOWING GROWING SEASON.
8. ALL TREES AND SHRUBS SHALL BE PRUNED AND SHAPED AND BE SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND GROUNDWORKS.
9. ALL TREES AND SHRUBS SHALL BE PRUNED AND SHAPED AND BE SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND GROUNDWORKS.
10. ALL TREES AND SHRUBS SHALL BE PRUNED AND SHAPED AND BE SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND GROUNDWORKS.



ANY ALTERATION OF PLANS, SPECIFICATIONS, PLATS AND SPECIFICATIONS BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LICENSED LAND SURVEYOR IS A VIOLATION OF SECTION 7206 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PROVIDED FOR BY SECTION 7206, SUBSECTION 2.

No.	Revision	Date	By	Check	RD	Approved	JED
1.	REVISED PER TOWN COMMENTS	05/15/2018	JED				

KAI CARMEL LLC
25 ROUTE 59
NYACK, NY 10950

APPLICANT:

JMC

LANDSCAPING PLAN
PROPOSED RESTAURANT
REDEVELOPMENT
1.000 S.F. PATRON AREA
TOWN OF CARMEL, NEW YORK

L-100

LAW OFFICES OF
SNYDER & SNYDER, LLP

94 WHITE PLAINS ROAD
TARRYTOWN, NEW YORK 10591

(914) 333-0700

FAX (914) 333-0743

WRITER'S E-MAIL ADDRESS

rgaudio@snyderlaw.net

May 8, 2019

NEW YORK OFFICE
445 PARK AVENUE, 9TH FLOOR
NEW YORK, NEW YORK 10022
(212) 749-1448
FAX (212) 932-2693

LESLIE J. SNYDER
ROBERT D. GAUDIOSO

DAVID L. SNYDER
(1956-2012)

NEW JERSEY OFFICE
ONE GATEWAY CENTER, SUITE 2600
NEWARK, NEW JERSEY 07102
(973) 824-9772
FAX (973) 824-9774

REPLY TO:

TARRYTOWN OFFICE

Honorable Chairman Craig Paeprer
and Members of the Planning Board
Town of Carmel Town Hall
60 McAlpin Avenue
Mahopac, New York 10541

Re: Application for site plan and special permit approval for
Lake Casse: 254 Croton Falls Road, Mahopac, New York

Honorable Chairman Paeprer
and Members of the Planning Board:

We are the attorneys for Homeland Towers LLC and New York SMSA Limited Partnership d/b/a Verizon Wireless (collectively, the "Applicants") in connection with their site plan and special permit applications to locate a public utility wireless telecommunications facility ("Facility") at the above captioned property ("Property"). The proposed Facility consists of a 160-foot tower and a fenced 36' x 100' compound for related equipment. The Property is located in the Residential Zoning District where the Facility is permitted in accordance with Section 156-62 of the Town of Carmel Zoning Code.

In support of the foregoing and in response to the Town comments, we are pleased to enclose eleven (11) copies of the following materials and one CD with all documents:

1. Visual Resource Evaluation response letter prepared by Saratoga Associates;
2. Revised Environmental Assessment Form;
3. Pinnacle Report based on 160 foot tower height;
4. Response letter from Lane Appraisals;
5. Title letter with copies of documents demonstrating access to the Property;
6. Response letter prepared by APT Engineering;

7. Revised Site Plan.

In response to Cleary Consulting Comments dated April 10, 2019:

Site Plan Review Comment 2: The Applicants are not privy to potential additional sites in the Town of Carmel proposed by other carriers.

Site Plan Review Comment 3: The application clearly establishes that the priority list has been satisfied by way of the RF report prepared by PierCon, which demonstrates that there are no existing collocation sites and no nonresidential locations that could remedy the need for service. Technical feasibility is a valid basis both under the Town Code and federal law. All of the factors justifying the dropping down on the list of priority sites are not required by the Town Code. The hardship to the applicants in this case would be the material inhibition of service. Section 156-62.L.1 states: "The applicant shall demonstrate to the satisfaction of the Planning Board that there exists no tower on which the antenna may collocate or that collocation is not feasible for any of the following reasons:" (emphasis added). Moreover, Sections 156-62L.1 (d) and (e) state:

"(d) The applicant's network of antenna locations is not adequate to properly serve its customers, and the use of facilities of other entities is not suitable for physical reasons.

(e) Adequate and reliable service cannot be provided from existing sites in a financially and technologically feasible manner consistent with the service providers' system requirements."

The foregoing requirements were fully detailed in the PierCon report.

In response to Town Engineer Comments dated April 9, 2019:

General Comment 1: We understand the Town will conduct any necessary referrals.

Comment 2: We have provided the EAF on a disk in electronic format.

Comments 4 and 5: See above and PierCon report previously submitted.

Comment 6: Section 156-62.O.4 expressly states that "Notwithstanding anything stated herein, the Planning Board shall be permitted to increase the height of any tower beyond any limitations set forth herein in order to accommodate additional users. In reviewing a request for greater height, the Planning Board shall balance the effect of a greater height against the provision of one or more additional towers, collocating or other alternatives." The Applicants

have requested a greater height but it is our understanding the Town has required a Zoning Board height variance. Accordingly, the provisions of Section 156.62.O are not applicable.

Comments 16 and 22: See Title letter submitted herewith. In any event, the foregoing issue is irrelevant to the applications before the Town. Simply put, a municipality cannot enforce a private easement and cannot deny a zoning application because of a private easement. "In accordance with this premise, it is not the obligation of a municipality to enforce a private easement" *Pirrotti v Town of Greenburgh*, 25 Misc.3d 1226(A) (Westchester Cnty, 2009); *see also*, *Vandoros v. Hatzimichalis*, 517 N.Y.S.2d 51 (2d Dep't, 1987). Furthermore, "[t]he issuance of a permit for a use allowed by a zoning ordinance may not be denied because the proposed use would be in violation of a restrictive covenant" *Friends of Shawangunks, Inc. v Knowlton*, 64 N.Y.2d 387, 392 (1985). In addition it is well settled law in the State of New York that allegations regarding any potential violations of the easement are not to be part of a land use board's determination, as "[the] sole remedy for an alleged violation of the easement is a private action against [the private party] and not the denial of a use allowed by the Zoning Ordinance." *Gersten v Cullen*, 610 N.Y.S.2d 675, 676 (3d Dep't, 1994) citing *Friends of Shawangunks, Inc.* at 392.

We thank you for your consideration, and look forward to discussing this matter at next Planning Board meeting on May 22, 2019. If you have any questions or require any additional documentation, please do not hesitate to contact me at 914-333-0700.

Snyder & Snyder, LLP

By: 
Robert D. Gaudio

RDG:cae

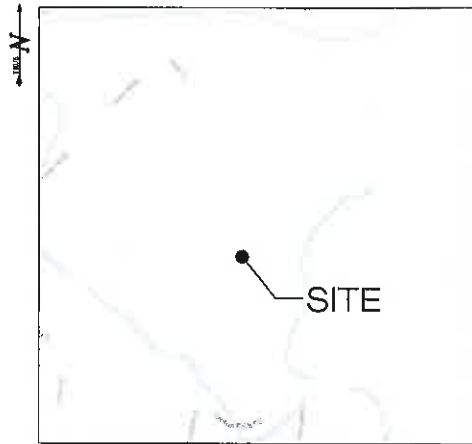
Enclosures

cc: Homeland Towers
Verizon Wireless

z:\ssdata\wpdata\ss3\rdg\homelandtowers\carmel\056 (casse)\pb letter 5.8.2019.rtf



HOMELAND TOWERS, LLC
WIRELESS TELECOMMUNICATIONS FACILITY
LAKE CASSE
254 CROTON FALLS ROAD
CARMEL, NY 10541



VICINITY MAP
 SCALE 1" = 600'

DRAWING INDEX

- T-1 TITLE SHEET & INDEX
- 1 - 3 TOPOGRAPHIC SURVEY
- R-1 1,000' RADIUS MAP
- R-2 1,000' RADIUS PROPERTY OWNERS
- SP-1 SITE PLAN
- SP-2 PARTIAL SITE PLAN
- SP-3 PARTIAL SITE PLAN
- SP-4 EXISTING DRIVEWAY PROFILE
- CP-1 COMPOUND PLAN
- A-1 ELEVATIONS
- A-2 ELEVATIONS
- EC-1 EROSION CONTROL PLAN
- EC-2 EROSION CONTROL NOTES
- EC-3 EROSION CONTROL DETAILS
- C-1 VERIZON EQUIPMENT PLAN & DETAILS
- C-2 VERIZON ANTENNA PLAN & DETAILS
- C-3 SITE DETAILS
- C-4 VERIZON EQUIPMENT LIGHTING DETAILS

SITE INFORMATION

PROJECT LOCATION: 254 CROTON FALLS ROAD
 CARMEL, NY 10541

PROJECT DESCRIPTION: FAWLAND SITE W/ GROUND EQUIPMENT WITHIN
 3,500 SF TELECOMMUNICATIONS COMPOUND W/
 NEW 1500± AGL MONOPOLE

PROPERTY DEVELOPER: HOMELAND TOWERS, LLC
 9 HARMONY STREET
 2ND FLOOR
 DANBURY, CT 06810

DEVELOPER CONTACT: RAY VERGATI
 (203) 297-6345

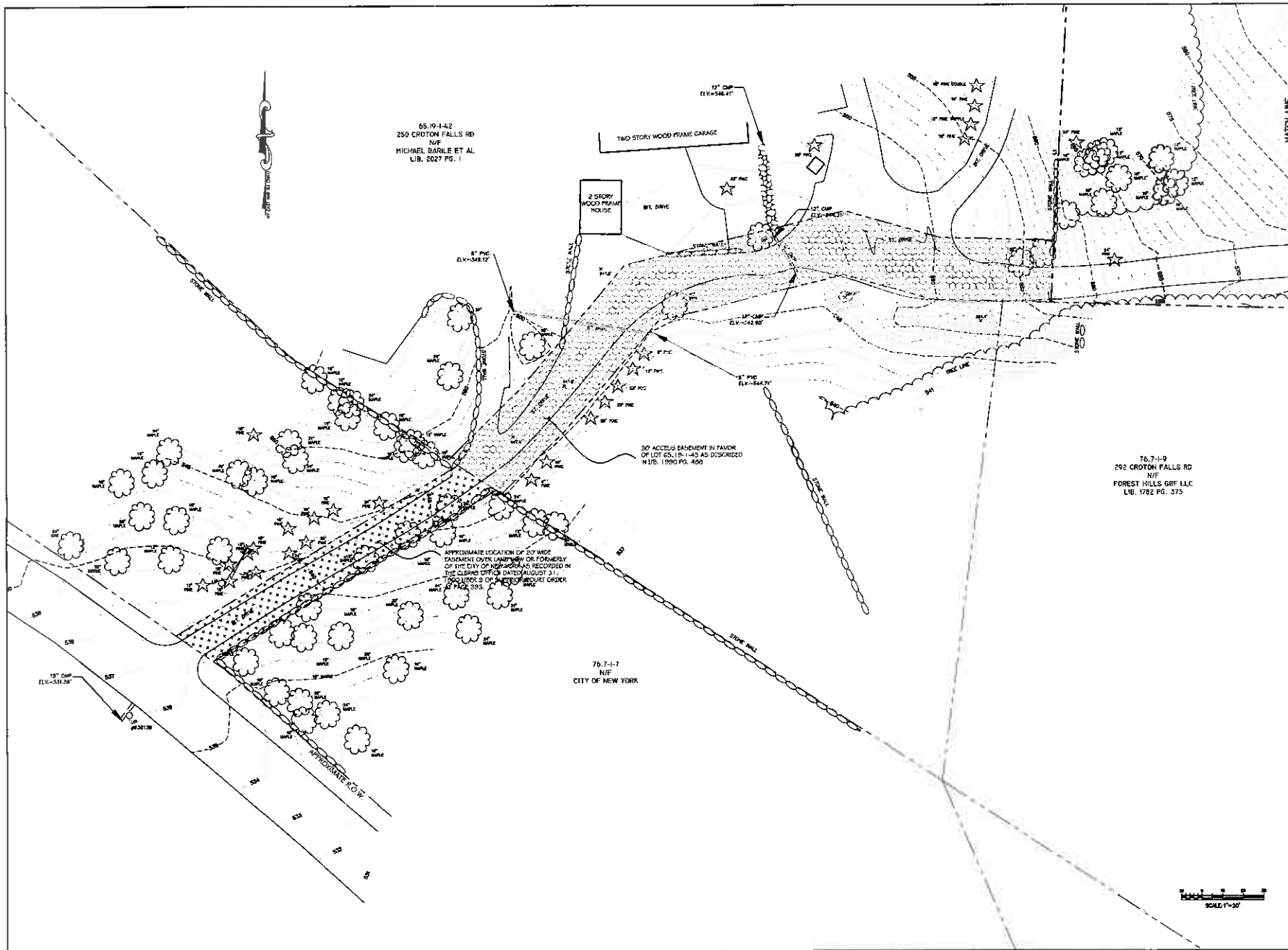
ENGINEER CONTACT: ROBERT C. BURNS
 (800) 563-1607 x205

LATITUDE: 41° 22' 40.6409"N
 LONGITUDE: 73° 42' 14.0725"W
 ELEVATION: 505.87± AMSL

SECTION: 65.10
 BLOCK: 1
 LOT: 43
 ZONE: RESIDENTIAL

 HOMELAND TOWERS, LLC 9 HARMONY STREET 2ND FLOOR DANBURY, CT 06810 (203) 297-6345	
 4 CENTEROCK ROAD WEST NYACK, NY 10994	
 APT ENGINEERING 3 SADDLEBROOK DRIVE HILLBROOK, CT 06110 (860) 483-1000 FAX: (860) 483-0000 WWW.APTENGINEERING.COM	
PERMITTING DOCUMENTS NO. DATE REVIEWER 0 07/20/18 FOR REVIEW: RCB 1 07/20/18 CLIENT REVS: RCB 2 07/20/18 CLIENT REVS: RCB 3 11/21/18 TOWN COMMENTS: RCB 4 03/13/19 TOWN COMMENTS: RCB 5 06/03/19 TOWN COMMENTS: RCB 6 06/03/19 TOWN COMMENTS: RCB	
DESIGN PROFESSIONALS OF RECORD PROJ: ROBT M. CHASSIN P.E. COMP: APT ENGINEERING ADD: 3 SADDLEBROOK DRIVE HILLBROOK, CT 06110 DEVELOPER: HOMELAND TOWERS, LLC ADDRESS: 9 HARMONY STREET 2ND FLOOR DANBURY, CT 06810	
NOTE: IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 16B, SECTION 7209 (2) FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.	
HOMELAND TOWERS LAKE CASSE SITE: 254 CROTON FALLS ROAD ADDRESS: CARMEL, NY 10541 APT FILING NUMBER: NY263000 DATE: 07/20/18 DRAWN BY: CBH CHECKED BY: RCB	
SHEET TITLE: TITLE SHEET & INDEX	
SHEET NUMBER: T-1	

OWNER	APPLICANTS	HOMELAND PROJECT ATTORNEY	POWER PROVIDER	TELCO PROVIDER	DIG SAFELY NEW YORK	GOVERNING CODES
RICHARD J. & ROSEMARIE DIEHL 254 CROTON FALLS ROAD MAHOPAC, NY 10541	HOMELAND TOWERS, LLC 9 HARMONY STREET 2ND FLOOR DANBURY, CT 06810 RAY VERGATI (203) 297-6345	VERIZON 4 CENTEROCK RD WEST NYACK, NY 10994	SNYDER & SNYDER, LLP 94 WHITE PLAINS ROAD TARRYTOWN, NY 10691 (914) 333-0700	NYSEG (585) 484-2223	VERIZON (514) 890-0200	(800) 952-7662
						2015 IBC W/ 2017 NYS UNIFORM CODE SUPPLEMENT NATIONAL ELECTRIC CODE TIA-222-G TOWN OF CARMEL ZONING CODE SECTION 155-52



- LEGEND**
- IRON PIN (FOUND)
 - Rubber/Down Hole (To Be Set)
 - MONUMENT (FOUND)
 - MANHOLE
 - DRAINAGE MANHOLE
 - SANITARY MANHOLE
 - ELEC. MANHOLE
 - TELE. MANHOLE
 - "C"-L" CATCH BASIN
 - DECIDUOUS TREES
 - ★ EVERGREEN TREES
 - SHRUB/BUSH
 - FLAG POLE
 - TRAFFIC CONTROL BOX
 - △ SIGN
 - POST
 - LIGHT POLE
 - GUY ANCHOR
 - UTILITY POLE
 - WATER GATE
 - WATER METER
 - GAS VALVE
 - GAS METER
 - TRANSFORMER
 - MAIL BOX
 - HAND HOLE
 - BUTTON BOX
 - A.C. UNIT
 - NO TRAFFIC LIGHT POLE
- BOUNDARY LINE
 --- GUARD RAIL
 --- UNDERGROUND PIPING (Sgn. Sunk.)
 --- U/G GAS LINE
 --- U/G ELEC. LINE
 --- WATER LINE
 --- OVERHEAD UTILITIES
 --- U/G TELE. LINE
 --- CHAIN LINK FENCE
 --- TREE LINE

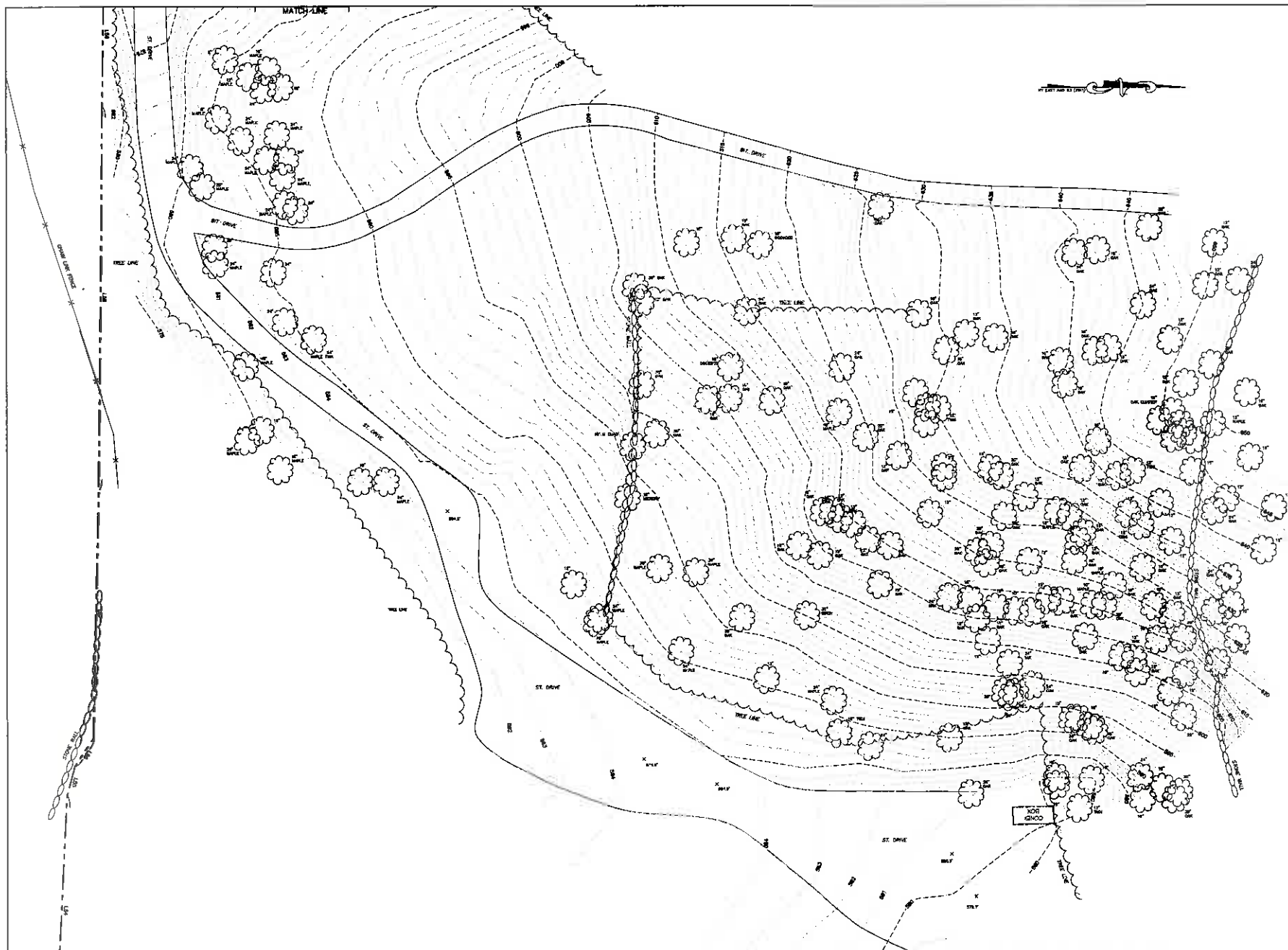


REVISIONS:

TOPOGRAPHIC SURVEY
LAND OF
RICHARD J. & ROSEMARIE DIEHL
TAX ID: 65.19-1-43
264 CROTON FALLS ROAD
MAHOPAC
PUTNAM COUNTY
NEW YORK

MBA PROJECT NO: 1802
 SCALE: 1"=20'
 DATE: 6/20/18
 DRAWN BY: GSW
 CHECKED BY: GSW





- LEGEND
- IRON PIN (FOUND)
 - PEG/WHI HOLE (TO BE SET)
 - MONUMENT (FOUND)
 - MANHOLE
 - DRAINAGE MANHOLE
 - SANITARY MANHOLE
 - ELEC. MANHOLE
 - TELE. MANHOLE
 - "C" CATCH BASIN
 - "D-L" CATCH BASIN
 - DECIDUOUS TREES
 - ★ EVERGREEN TREES
 - SHRUB/BUSH
 - FLAG POLE
 - TRAFFIC CONTROL BOX
 - SIGN
 - POST
 - LIGHT POLE
 - GUY ANCHOR
 - UTILITY POLE
 - WATER GATE
 - WATER METER
 - GAS VALVE
 - GAS METER
 - TRANSFORMER
 - ELEC. METER
 - MAIL BOX
 - HAND HOLE
 - BUTTON BOX
 - A.C. UNIT
 - <50 TRAFFIC LIGHT POLE
 - BOUNDARY LINE
 - GUARD RAIL
 - UNDERGROUND PIPING (50ft. 50in.)
 - U/D GAS LINE
 - U/D ELEC. LINE
 - WATER LINE
 - OVERHEAD UTILITIES
 - U/D TELE. LINE
 - CHAIN LINK FENCE
 - TREE LINE

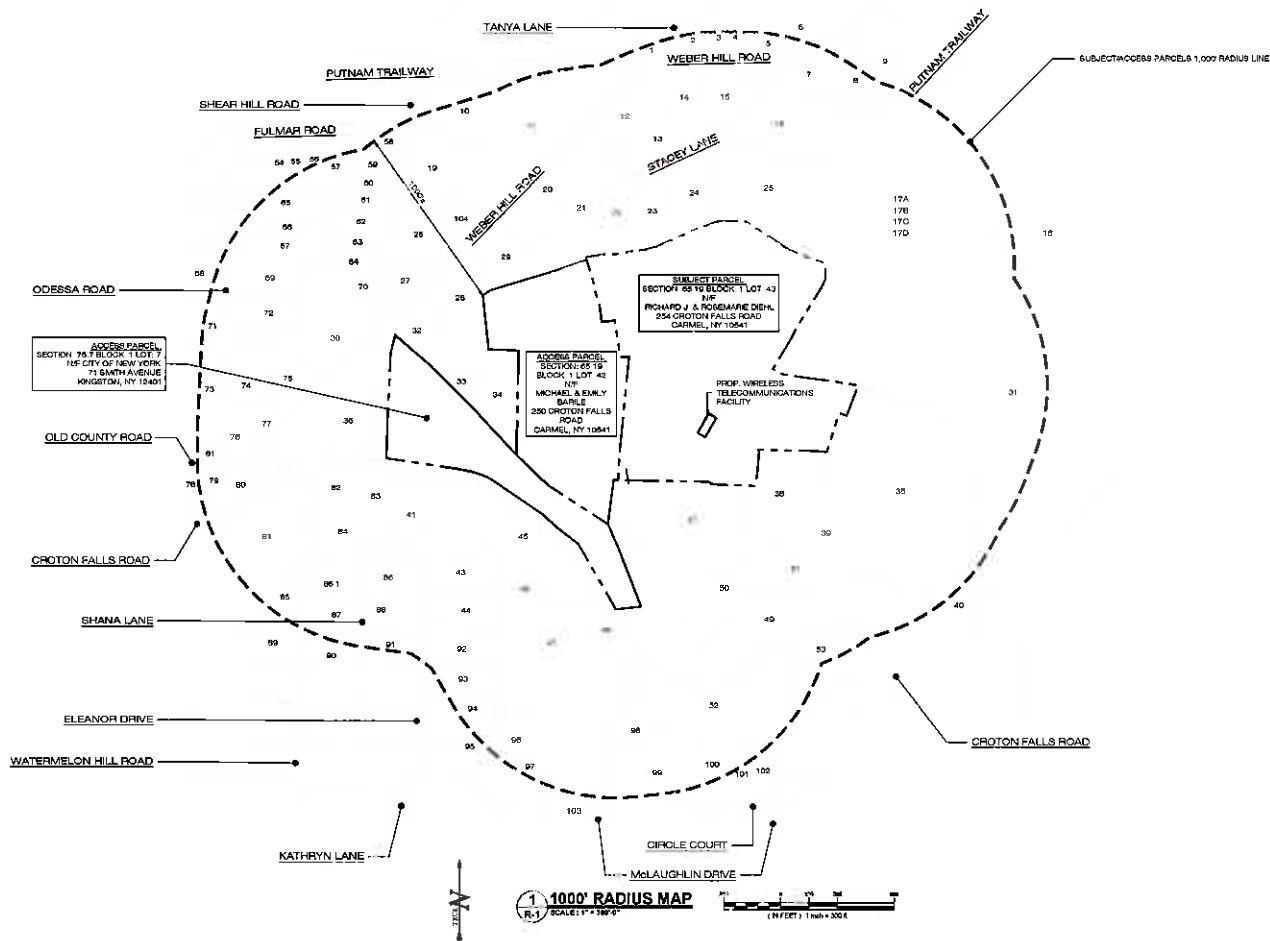
Martin
Surveying Associates, LLC
 201 CHRISTIAN LANE, BERLIN, CT 06037
 860.332.9328 860.337.4904 (FAX)

REVISIONS

TOPOGRAPHIC SURVEY
LAND OF
RICHARD J. & ROSEMARIE DIEHL
 TAX ID: 65-19-1-43
 254 CROTON FALLS ROAD
 MAHOPAC
 PUTNAM COUNTY
 NEW YORK

NBA PROJECT NO. 1502
 SCALE: 1"=30'
 DATE: 6/20/18
 DRAWN BY: GED
 CHECKED BY: DGN
 SHEET:
 3 OF 3





 HOMELAND TOWERS, LLC 9 HARMONY STREET 2ND FLOOR DANBURY, CT 06810 (203) 297-8345	
 verizon 4 CENTERCROOK ROAD WEST NYACK, NY 10994	
 APT ENGINEERING 3 SAULSBROOK DRIVE KILLBUCK, CT 06415 PHONE: (860) 465-1807 FAX: (860) 465-4952 WWW.APTENGINEERING.COM	
PERMITTING DOCUMENTS	
NO.	DATE REVISION
1	10/20/18 FOR REVIEW: RCB
2	07/20/18 CLIENT NEWS: RCB
3	07/20/18 CLIENT NEWS: RCB
4	11/12/18 TOWN COMMENTS: RCB
5	03/13/19 TOWN COMMENTS: RCB
6	06/05/19 TOWN COMMENTS: RCB
7	06/07/19 TOWN COMMENTS: RCB
DESIGN PROFESSIONALS OF RECORD	
PROF. SCOTT M. CHASSE P.E. CORP. APT ENGINEERING ADD: 3 SAULSBROOK DRIVE KILLBUCK, CT 06415	
DEVELOPER: HOMELAND TOWERS, LLC ADDRESS: 9 HARMONY STREET 2ND FLOOR DANBURY, CT 06810	
NOTE: IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 144, SECTION 700(2) FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.	
HOMELAND TOWERS LAKE CASSE	
SITE: 254 CROTON FALLS ROAD ADDRESS: CARMEL, NY 10541 APT FILING NUMBER: NY235659 DATE: 07/08/18 (DRAWN BY: CBH) CHECKED BY: RCB	
SHEET TITLE: 1,000' RADIUS MAP	
SHEET NUMBER: R-1	

TOWN OF CARMEL
SULLY COUNTY
1,000' RADIUS PROPERTY OWNERS
(SEE DRAWING R-1 FOR PROPERTY LOCATIONS)

MAP ID	MAP BLOCK	LOT	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	MAP ID	MAP BLOCK	LOT	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS	MAP ID	MAP BLOCK	LOT	PROPERTY ADDRESS	OWNER NAME	OWNER ADDRESS		
1	65.18	1	35	1 Tanya Lane, Mahopac, NY, 10541	Richard Reardon & Melissa Reardon	1 Tanya Lane, Mahopac, NY, 10541	43	76.7	1	25	26 Florence Drive, Mahopac, NY, 10541	Michael S. Ward & Suzanne I. Ward	26	76.7	1	29	24 Shear Lane, Mahopac, NY, 10541	Lorraine R. Loring & Olga V. Loring	24 Shear Lane, Mahopac, NY, 10541
2	65.18	1	36	4 Tanya Lane, Mahopac, NY, 10541	Barton S. Rucker & Sarah E. Rucker	4 Tanya Lane, Mahopac, NY, 10541	44	76.7	1	26	31 Eleanor Drive, Mahopac, NY, 10541	Charles Nicot	27	76.7	1	30	31 Eleanor Drive, Mahopac, NY, 10541	Debra Douglas	31 Eleanor Drive, Mahopac, NY, 10541
3	65.18	2	56	3 Richard Road, Mahopac, NY, 10541	Steven L. Rucker & Sarah E. Rucker	3 Richard Road, Mahopac, NY, 10541	45	76.7	1	18	31 Eleanor Drive, Mahopac, NY, 10541	Charles Nicot	28	76.7	1	2	273 Watermelon Hill Road, Mahopac, NY, 10541	Monfred C. C. & Marina C. C.	273 Watermelon Hill Road, Mahopac, NY, 10541
4	65.18	2	57	7 Richard Road, Mahopac, NY, 10541	Steven L. Rucker & Sarah E. Rucker	7 Richard Road, Mahopac, NY, 10541	46	76.7	1	19	261 Canton Falls Road, Mahopac, NY, 10541	Kenneth J. Kozlowski & Jean Kozlowski	29	76.7	1	40	21 Shear Lane, Mahopac, NY, 10541	Frank J. J. & Maria J. J.	21 Shear Lane, Mahopac, NY, 10541
5	65.19	1	34	101 Weber Hill Road, Mahopac, NY, 10541	Lawrence J. Piccolo & Maria E. Piccolo	101 Weber Hill Road, Mahopac, NY, 10541	47	76.7	1	17	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	30	76.7	1	35	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
6	65.19	1	20	111 Weber Hill Road, Mahopac, NY, 10541	Carol Lyons	111 Weber Hill Road, Mahopac, NY, 10541	48	76.7	1	15	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	31	76.7	1	36	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
7	65.20	1	10	104 Weber Hill Road, Mahopac, NY, 10541	Anna Murphy & Kenneth Murphy	104 Weber Hill Road, Mahopac, NY, 10541	49	76.7	1	14	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	32	76.7	1	37	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
8	65.20	1	8	114 Weber Hill Road, Mahopac, NY, 10541	Stephen S. Zappert & Catherine Zappert	114 Weber Hill Road, Mahopac, NY, 10541	50	76.7	1	13	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	33	76.7	1	38	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
9	65.20	1	7	124 Weber Hill Road, Mahopac, NY, 10541	Joseph Sedola	124 Weber Hill Road, Mahopac, NY, 10541	51	76.7	1	12	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	34	76.7	1	39	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
10	65.20	1	29	76 Shear Hill Road, Mahopac, NY, 10541	Rolf Anne Swenson & JM McManus	76 Shear Hill Road, Mahopac, NY, 10541	52	76.7	1	11	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	35	76.7	1	40	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
11	65.19	1	54	11 Weber Hill Road, Mahopac, NY, 10541	Steven Sedola & Kimberly Sedola	11 Weber Hill Road, Mahopac, NY, 10541	53	76.7	1	10	17 McLaughlin Drive, Mahopac, NY, 10541	Stewart S. S. & Laura S. S.	36	76.7	1	41	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
12	65.19	1	55	5 Stacey Lane, Mahopac, NY, 10541	Christopher Richardson & Susan Richardson	5 Stacey Lane, Mahopac, NY, 10541	54	65.19	1	9	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	37	76.7	1	42	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
13	65.19	1	54	13 Stacey Lane, Mahopac, NY, 10541	David L. Hyatt & Karen A. Hyatt	13 Stacey Lane, Mahopac, NY, 10541	55	65.19	1	8	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	38	76.7	1	43	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
14	65.19	1	53	80 Weber Hill Road, Mahopac, NY, 10541	Robert W. Taylor	80 Weber Hill Road, Mahopac, NY, 10541	56	65.19	1	7	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	39	76.7	1	44	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
15	65.19	1	52	23 Stacey Lane, Mahopac, NY, 10541	Donna Trankowicz & William Trankowicz	23 Stacey Lane, Mahopac, NY, 10541	57	65.19	1	6	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	40	76.7	1	45	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
16	65.19	1	51	24 Stacey Lane, Mahopac, NY, 10541	Donna Trankowicz & William Trankowicz	24 Stacey Lane, Mahopac, NY, 10541	58	65.19	1	5	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	41	76.7	1	46	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
17	65.20	1	3	111 Weber Hill Road, Mahopac, NY, 10541	James H. H. H.	111 Weber Hill Road, Mahopac, NY, 10541	59	65.19	1	4	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	42	76.7	1	47	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
18	65.20	1	1	111 Weber Hill Road, Mahopac, NY, 10541	James H. H. H.	111 Weber Hill Road, Mahopac, NY, 10541	60	65.19	1	3	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	43	76.7	1	48	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
19	65.20	1	2	111 Weber Hill Road, Mahopac, NY, 10541	James H. H. H.	111 Weber Hill Road, Mahopac, NY, 10541	61	65.19	1	2	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	44	76.7	1	49	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
20	65.20	1	3	111 Weber Hill Road, Mahopac, NY, 10541	James H. H. H.	111 Weber Hill Road, Mahopac, NY, 10541	62	65.19	1	1	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	45	76.7	1	50	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
21	65.20	1	4	111 Weber Hill Road, Mahopac, NY, 10541	James H. H. H.	111 Weber Hill Road, Mahopac, NY, 10541	63	65.19	1	0	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	46	76.7	1	51	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
22	65.20	1	5	111 Weber Hill Road, Mahopac, NY, 10541	James H. H. H.	111 Weber Hill Road, Mahopac, NY, 10541	64	65.19	1	0	29 Palmer Road, Mahopac, NY, 10541	William M. W. & Debra W.	47	76.7	1	52	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
23	65.19	1	46	4 Stacey Lane, Mahopac, NY, 10541	Debra Spino	4 Stacey Lane, Mahopac, NY, 10541	65	65.19	1	16	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	48	76.7	1	53	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
24	65.19	1	45	10 Stacey Lane, Mahopac, NY, 10541	Joseph Domingo & Carmen Domingo	10 Stacey Lane, Mahopac, NY, 10541	66	65.19	1	17	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	49	76.7	1	54	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
25	65.19	1	47	10 Stacey Lane, Mahopac, NY, 10541	James A. Carthagen & Nancy Carthagen	10 Stacey Lane, Mahopac, NY, 10541	67	65.19	1	18	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	50	76.7	1	55	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
26	65.19	1	48	14 Stacey Lane, Mahopac, NY, 10541	Ron Leiner & Karen Leiner	14 Stacey Lane, Mahopac, NY, 10541	68	65.19	1	19	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	51	76.7	1	56	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
27	65.19	1	49	19 Stacey Lane, Mahopac, NY, 10541	Carmela Zinabach	19 Stacey Lane, Mahopac, NY, 10541	69	65.19	1	20	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	52	76.7	1	57	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
28	65.19	1	50	22 Stacey Lane, Mahopac, NY, 10541	Scott Hirschfeld & Cindy Hirschfeld	22 Stacey Lane, Mahopac, NY, 10541	70	65.19	1	21	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	53	76.7	1	58	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
29	65.19	1	51	23 Weber Hill Road, Mahopac, NY, 10541	Gerardo Sandoz	23 Weber Hill Road, Mahopac, NY, 10541	71	65.19	1	22	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	54	76.7	1	59	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
30	65.19	1	52	11 Weber Hill Road, Mahopac, NY, 10541	Eric L. Rogers	11 Weber Hill Road, Mahopac, NY, 10541	72	65.19	1	23	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	55	76.7	1	60	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
31	65.19	1	53	12 Weber Hill Road, Mahopac, NY, 10541	Erin M. S. S. & Thomas J. S. S.	12 Weber Hill Road, Mahopac, NY, 10541	73	65.19	1	24	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	56	76.7	1	61	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
32	65.19	1	54	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	74	65.19	1	25	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	57	76.7	1	62	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
33	65.19	1	55	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	75	65.19	1	26	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	58	76.7	1	63	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
34	65.19	1	56	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	76	65.19	1	27	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	59	76.7	1	64	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
35	65.19	1	57	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	77	65.19	1	28	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	60	76.7	1	65	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
36	65.19	1	58	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	78	65.19	1	29	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	61	76.7	1	66	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
37	65.19	1	59	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	79	65.19	1	30	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	62	76.7	1	67	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
38	65.19	1	60	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	80	65.19	1	31	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	63	76.7	1	68	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
39	65.19	1	61	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	81	65.19	1	32	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	64	76.7	1	69	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
40	65.19	1	62	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	82	65.19	1	33	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	65	76.7	1	70	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
41	65.19	1	63	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	83	65.19	1	34	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	66	76.7	1	71	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
42	65.19	1	64	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	84	65.19	1	35	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	67	76.7	1	72	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
43	65.19	1	65	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	85	65.19	1	36	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	68	76.7	1	73	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
44	65.19	1	66	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	86	65.19	1	37	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	69	76.7	1	74	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
45	65.19	1	67	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	87	65.19	1	38	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	70	76.7	1	75	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
46	65.19	1	68	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	88	65.19	1	39	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	71	76.7	1	76	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
47	65.19	1	69	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	89	65.19	1	40	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	72	76.7	1	77	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
48	65.19	1	70	10 Weber Hill Road, Mahopac, NY, 10541	Michael A. Porcari	10 Weber Hill Road, Mahopac, NY, 10541	90	65.19	1	41	32 Odessa Road, Mahopac, NY, 10541	Michelle Denno & Severe Denno	73	76.7	1	78	41 Eleanor Drive, Mahopac, NY, 10541	Kathleen E. R. & Charles G. R.	41 Eleanor Drive, Mahopac, NY, 10541
49	65.19	1	71																

- NOTES:**
1. PROPOSED FACILITY IS PARTIALLY IN AN EXISTING OPEN AREA AND PARTIALLY NESTLED AMONG EXISTING MATURE TREES. COMPLETED PROJECT WILL REMAIN AMONG EXISTING MATURE TREES.
 2. ALL MOUNTING ACCESSORIES TO BE PAINTED TO MATCH THE COLOR OF THE NEW MONOPOLE.
 3. EXISTING TREES > 8" CALIPER DIAMETER & STUMPS TO BE REMOVED. BACKFILL TO GRADE. SEE PARTIAL SITE PLAN (SP-2).
 4. FACILITY WILL INCLUDE A SIGN NOT TO EXCEED 8' H. LISTING THE OWNER, OPERATOR'S NAME & EMERGENCY TELEPHONE NUMBER.
 5. PROPOSED FACILITY IS AN UNMANNED FACILITY. EMPLOYEES WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR PURPOSES OF SITE & EQUIPMENT MAINTENANCE.
- NOTE: THE EXISTING TREE CANOPY HEIGHT IS APPROXIMATELY 70 FEET ABOVE EXISTING GRADE PER A FIELD SURVEY CONDUCTED ON NOVEMBER 8, 2018.
- NOTE: CONTRACTOR TO HAVE A GPR SURVEY PERFORMED AND HAVE ALL UNDERGROUND UTILITIES & STRUCTURES MARKED OUT PRIOR TO CONSTRUCTION.

AREA RESERVED FOR PROPOSED 20 TALL NORWAY SPRUCE TREES IF MONOPOLE TOWER IS APPROVED. PLANTINGS TO BE INSTALLED PER TOWN REQUIREMENTS (GPL TYP.)

PROP. TOTAL PROJECT LIMITS OF DISTURBANCE - 15,370± SF (0.35± ACRES)

EXIST. 12" TREE & STUMP TO BE REMOVED & TAKEN OFF SITE

PROP. EROSION CONTROL BLANKET ON ALL SLOPES > 1:1 & GREATER (TYP.)

EXIST. 24" MAPLE & STUMP TO BE REMOVED & TAKEN OFF SITE

PROTECT EXIST. TREE (TYP. 5' PL.)

EXIST. TWIN 18" TREE & STUMP TO BE REMOVED AND TAKEN OFF SITE

EXIST. EDGE GRAVEL DRIVE (TYP.)

PROP. SILT FENCE (TYP.)

PROP. 10x20 DESIGNATED PARKING AREA

AREA RESERVED FOR PROPOSED 20 TALL NORWAY SPRUCE TREES IF MONOPOLE TOWER IS APPROVED. PLANTINGS TO BE INSTALLED PER TOWN REQUIREMENTS (GPL TYP.)

PROP. 48x115 (5,280 SF) LEASE AREA

PROP. 180± AGL GALVANIZED MONOPOLE

PROP. 36x100 (3,600± SF) 8' HIGH CHAIN LINK FENCED GRAVEL EQUIPMENT COMPOUND

EXIST. GRAVEL DRIVEWAY/PARKING AREA (TYP.) (SMOOTH VARIED FROM 12" TO 24" ±)

PROP. CONSTRUCTION ENTRANCE

TEMPORARY STOCKPILE AREA (2.1 ACRES) (GPS) - 1800 W/ 24" FENCE & 5' OFFSET FROM TOE OF STOCKPILE

EXIST. 12" WIDE GRAVEL DRIVE

PROP. UNDERGROUND ELECTRIC & TELCO SERVICE FROM EXIST. CORMORANT DRIVE/POLE #638136 TO PROP. COMPOUND (APPROX. 1,000±')

CONTRACTOR TO MANAGE EXCAVATED MATERIAL FOR UTILITY TRENCH WORK TO PREVENT SEDIMENT TRANSPORT. CONTRACTOR SHALL STOCKPILE EXCAVATED MATERIAL ON THE HIGH SIDE OF THE EXCAVATION AND BACKFILL AT THE CLOSE OF THE DAY. STABILIZE BACKFILLED TRENCHES DAILY WITH GRAVEL OR TOPSOIL & SEED.

EARTHWORK
 VOLUME OF EXCAVATION - 410± CY
 VOLUME OF FILL - 0± CY
 VOLUME OF GRAVEL - 89± CY
 VOLUME OF TRENCH EXCAVATION - 280± CY

LEGEND

--- SUBJECT PARCEL PROPERTY LINE
 --- ADJACENT PROPERTY LINE OR W. LINE
 --- LIMIT OF DISTURBANCE LINE

PARTIAL SITE PLAN
 SP-2 SCALE: 1" = 20'

HOMELAND TOWERS, LLC
 9 HARMONY STREET
 2ND FLOOR
 DANBURY, CT 06810
 203.227.4549

verizon
 4 CENTERCROCK ROAD
 WEST NYACK, NY 10994

APT ENGINEERING
 1 SADDLERBROOK DRIVE
 HALLAMSBURG, CT 06118
 PHONE: (860) 955-1807
 FAX: (860) 955-0405
 WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS		
NO.	DATE	REVISION
0	07/05/18	FOR REVIEW: RCB
1	07/20/18	CLIENT REVIEW: RCB
2	07/26/18	CLIENT REVIEW: RCB
3	10/12/18	TOWN COMMENTS: RCB
4	05/17/19	TOWN COMMENTS: RCB
5	05/20/19	TOWN COMMENTS: RCB
6	06/07/19	TOWN COMMENTS: RCB

DESIGN PROFESSIONALS OF RECORD

PROP. SCOTT M. CHASSER, P.E.
 COMP. APT ENGINEERING
 AND: 3 SADDLERBROOK DRIVE
 KILLINGWORTH, CT 06115

DEVELOPER: HOMELAND TOWERS, LLC
 ADDRESS: 9 HARMONY STREET
 2ND FLOOR
 DANBURY, CT 06810

NOTE:
 IF IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 144, SECTION 201 (b) FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE SEAL OR AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

HOMELAND TOWERS LAKE CASSE

SITE: 24 CROTON FALLS ROAD
 ADDRESS: CARMEL, NY 10511

APT FILING NUMBER: NY283560

DATE: 07/05/18 DRAWN BY: CBN

CHECKED BY: RCB

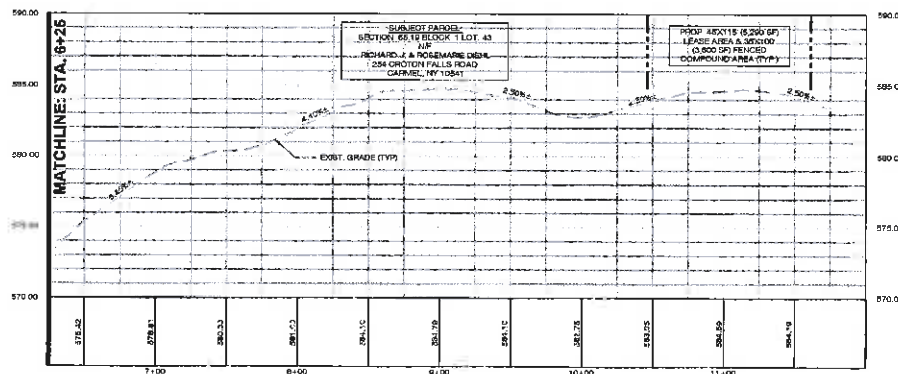
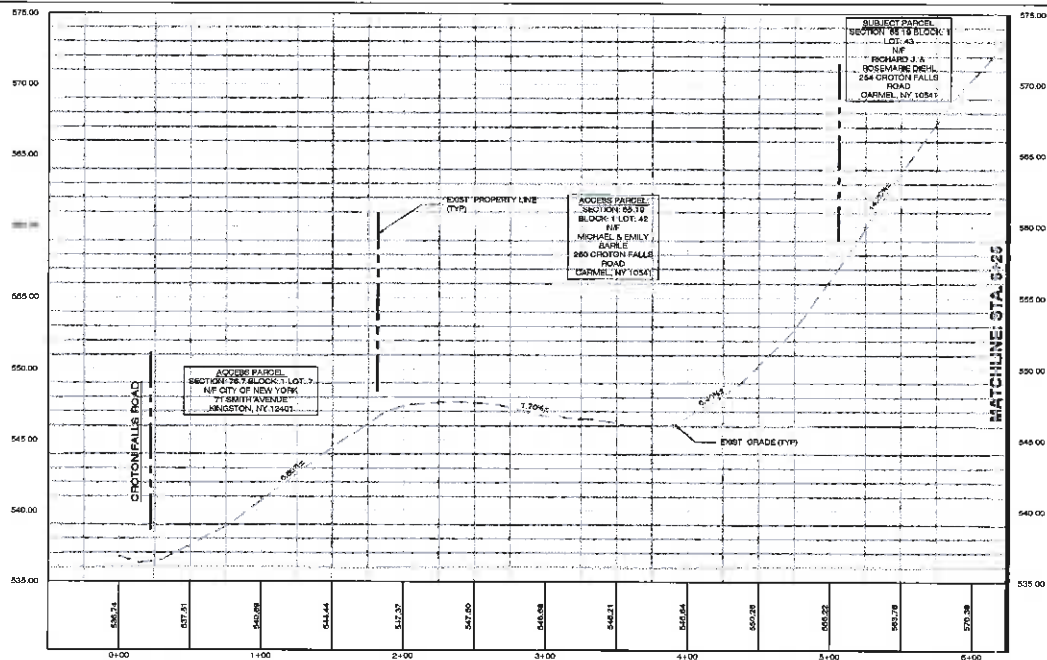
SHEET TITLE:

PARTIAL SITE PLAN


SHEET NUMBER:

SP-2







1 EXISTING DRIVEWAY PROFILE
 SCALE: HORIZONTAL: 1"=40'-0"
 VERTICAL: 1"=4'-0"



HOMELAND TOWERS LLC
 9 HARMONY STREET
 2ND FLOOR
 DANBURY, CT 06810
 (203) 227-4345



verizon
 4 CENTERCROOK ROAD
 WEST NYACK, NY 10994



APT ENGINEERING
 3 SADDLEBROOK DRIVE
 KILLINGWORTH, CT 06431
 (860) 863-1800
 WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS		
NO.	DATE	REVISION
0	07/05/18	FOR REVIEW: RCB
1	07/25/18	CLIENT REV: RCB
2	07/26/18	CLIENT REV: RCB
3	10/12/18	TOWN COMMENT: RCB
4	03/15/19	TOWN COMMENT: RCB
5	06/05/19	TOWN COMMENT: RCB
6	06/27/19	TOWN COMMENT: RCB

DESIGN PROFESSIONALS OF RECORD

PROF: SCOTT M. CHASSE, P.E.
 COMP: APT ENGINEERING
 ADD: 3 SADDLEBROOK DRIVE
 KILLINGWORTH, CT 06431

DEVELOPER: HOMELAND TOWERS LLC
 ADDRESS: 9 HARMONY STREET
 2ND FLOOR
 DANBURY, CT 06810

NOTES:
 IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 14B, SECTION 7208 (2) FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AFTER BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, ITS ALTERNING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

HOMELAND TOWERS LLC
LAKE CASSE

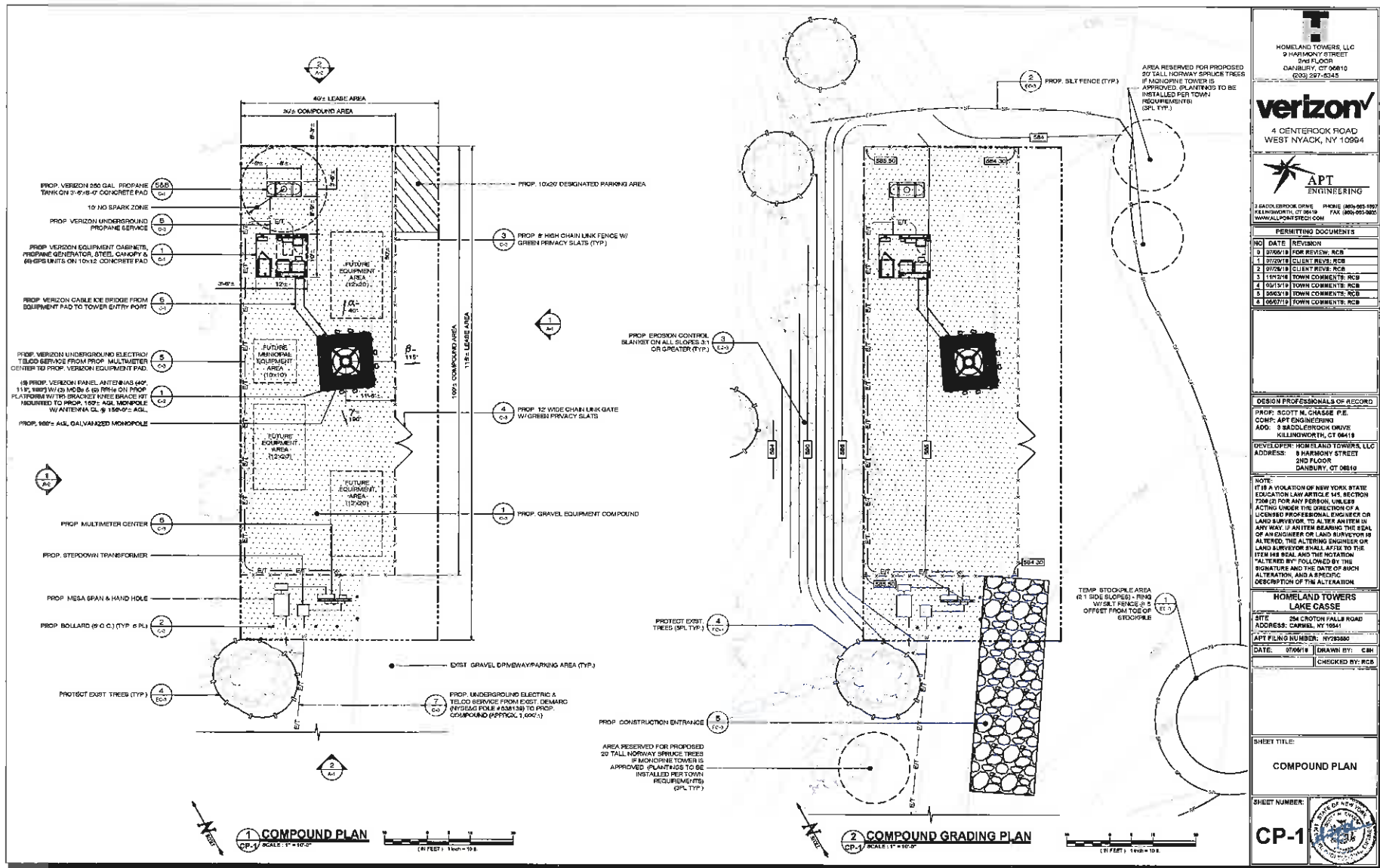
SITE: 254 CROTON FALLS ROAD
 ADDRESS: CARMEL, NY 10511

APT PLAND NUMBER: 17239309

DATE: 07/05/18 DRAWN BY: CEM
 CHECKED BY: RCB

SHEET TITLE:
EXISTING DRIVEWAY PROFILE

SHEET NUMBER:
SP-4



homeland towers LLC
9 HARMONY STREET
3RD FLOOR
DANBURY, CT 06810
(203) 257-5345

verizon
4 CENTERCROOK ROAD
WEST NYACK, NY 10994

APT ENGINEERING
3 SADDLEROCK DRIVE, PHOENIX (602) 955-4907
MELLSBORO, CT 06810 FAX (860) 653-0602
WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS		
NO.	DATE	REVISION
1	3/20/18	FOR REVIEW, RCB
2	3/20/18	CLIENT REVIEW, RCB
3	3/20/18	CLIENT REVIEW, RCB
4	3/20/18	TOWN COMMENTS, RCB
5	3/20/18	TOWN COMMENTS, RCB
6	3/20/18	TOWN COMMENTS, RCB

DESIGN PROFESSIONALS OF RECORD

PROJ. SCOTT M. CHASE P.E.
COMP. APT ENGINEERING
ADD. 3 SADDLEROCK DRIVE
MELLSBORO, CT 06810

DEVELOPER: HOMELAND TOWERS, LLC
ADDRESS: 9 HARMONY STREET
3RD FLOOR
DANBURY, CT 06810

NOTE:
IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 700(2) FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER AN ANTENNA IN ANY WAY. IF AN ANTENNA BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

HOMELAND TOWERS LAKE CASSE

SITE: 50 CROTON FALLS ROAD
ADDRESS: DANBURY, NY 10541

APT FILING NUMBER: NY25880

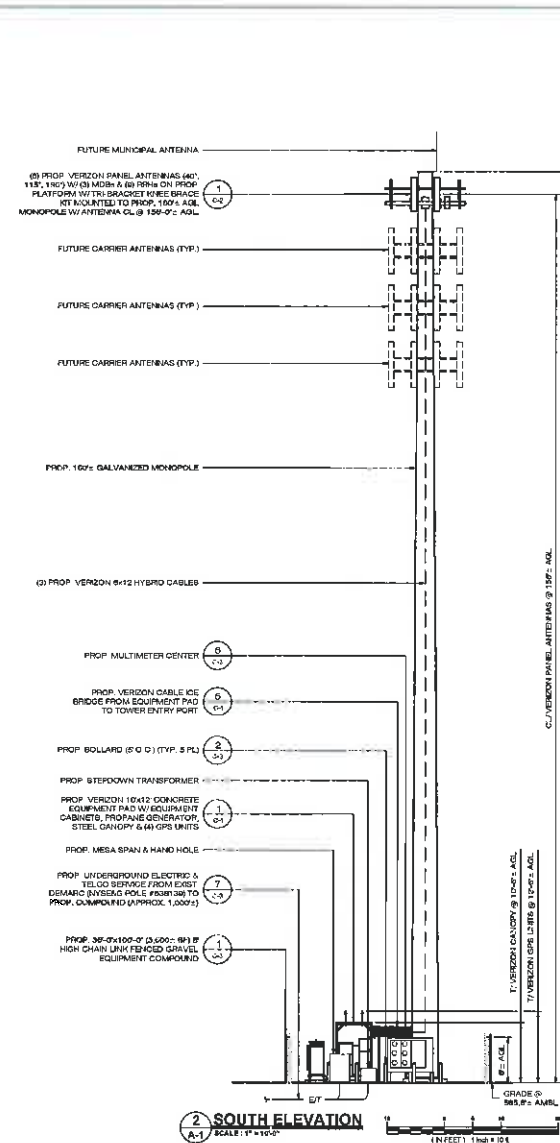
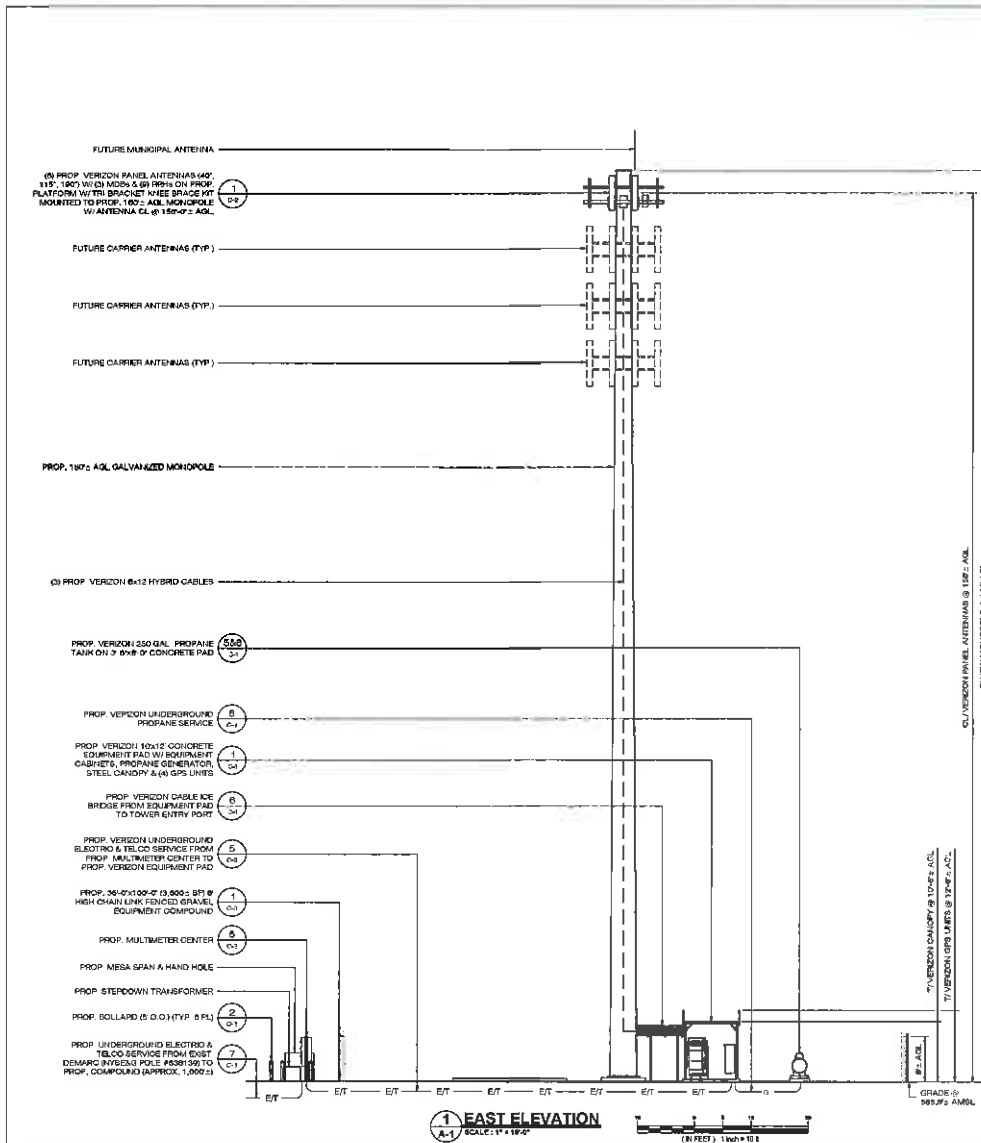
DATE: 3/20/18 DRAWN BY: CBH
CHECKED BY: RCB


SHEET TITLE:

COMPOUND PLAN


SHEET NUMBER:

CP-1






HOMELAND TOWERS, LLC
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810
(203) 297-8345



4 CENTERCROOK ROAD
WEST NYACK, NY 10994



APT ENGINEERING

3 SADDLEBROOK DRIVE PHONE (860) 893-1007
SALTMONTHELY, CT 06488 FAX (860) 893-0033
WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS		
NO.	DATE	REVISION
0	07/05/18	FOR REVIEW: RCB
1	07/05/18	CLIENT REV: RCB
2	07/05/18	CLIENT REV: RCB
3	11/05/18	TOWN COMMENTS: RCB
4	03/15/19	TOWN COMMENTS: RCB
5	05/05/19	TOWN COMMENTS: RCB
6	10/07/19	TOWN COMMENTS: RCB

DESIGN PROFESSIONALS OF RECORD

PROP. SCOTT M. CHASSE, P.E.
COMP. APT ENGINEERING
ADD: 3 SADDLEBROOK DRIVE
SALTMONTHELY, CT 06488

DEVELOPER: HOMELAND TOWERS, LLC
ADDRESS: 9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

NOTE:
IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 145, SECTION 7206 (2) FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED. THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

HOMELAND TOWERS
LAKE CASSE

SITE: 25A CROTON FALLS ROAD
ADDRESS: CARMEL, NY 12914


APT FILM NUMBER: NY285396
DATE: 07/05/18 DRAWN BY: CRI
CHECKED BY: RCB

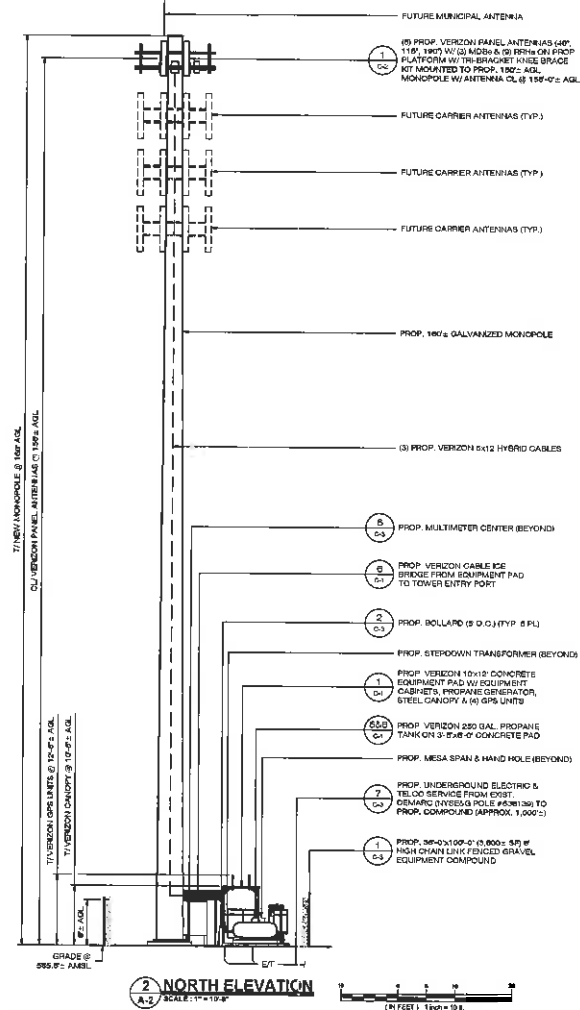
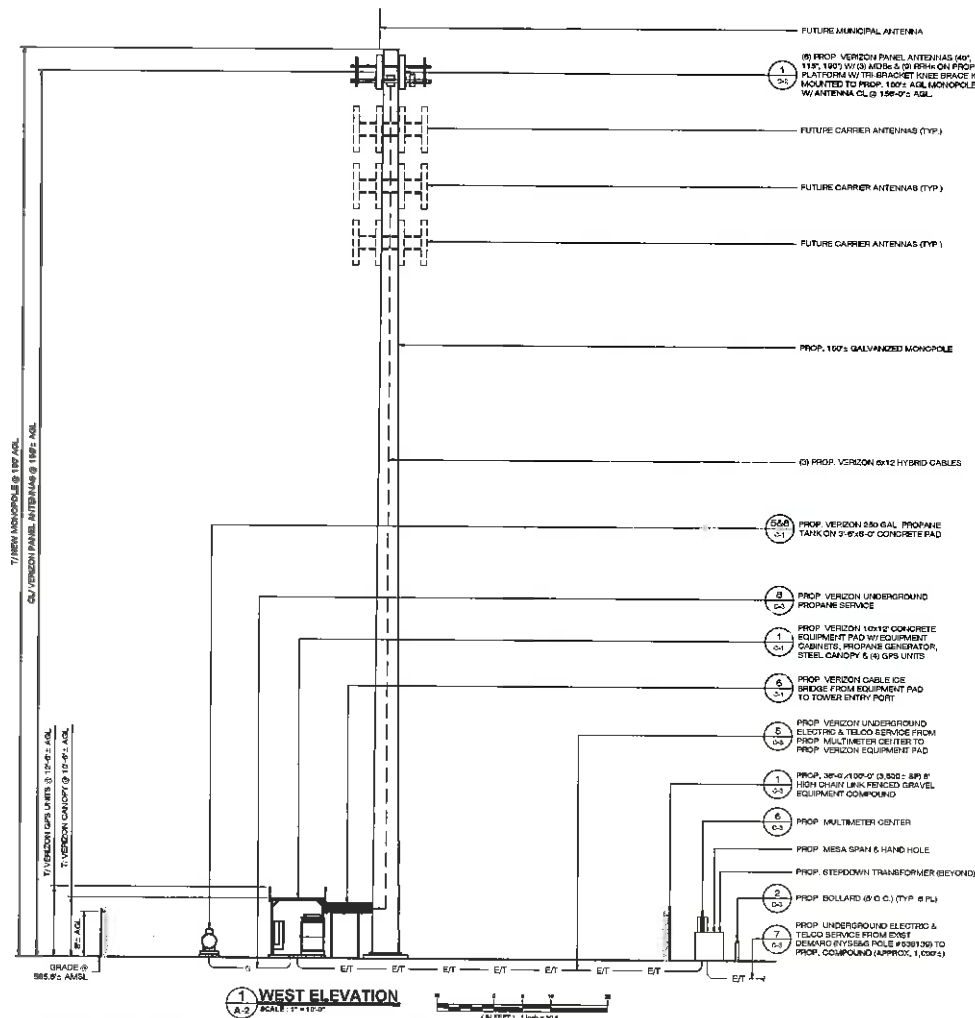
SHEET TITLE:

ELEVATIONS

SHEET NUMBER:

A-1





HOMELAND TOWERS, LLC
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810
(203) 297-8345

verizon
4 CENTERCROCK ROAD
WEST NYACK, NY 10994

APT ENGINEERING
3 SADDLEBROOK DRIVE
ALBANY, NY 12243
PHONE: (518) 461-1007
FAX: (518) 461-0000
WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS		
NO.	DATE	REVISION
0	07/05/11	FOR REVIEW: RCB
1	07/05/11	CLIENT REVIEW: RCB
2	07/26/11	CLIENT REVIEW: RCB
3	11/02/11	TOWN COMMENTS: RCB
4	03/05/12	TOWN COMMENTS: RCB
5	05/05/12	TOWN COMMENTS: RCB
6	05/07/12	TOWN COMMENTS: RCB

DESIGN PROFESSIONALS OF RECORD

PROF. SCOTT M. CHASSE, P.E.
COMP. APT ENGINEERING
ADD: 3 SADDLEBROOK DRIVE
KILLBUCK, CT 06119

DEVELOPER: HOMELAND TOWERS, LLC
ADDRESS: 9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

NOTE:
IT IS A VIOLATION OF NEW YORK STATE
LEGISLATION ARTICLE 14B, SECTION
7204(d), FOR ANY PERSON, UNLESS
ACTING UNDER THE DIRECTION OF A
LICENSED PROFESSIONAL ENGINEER OR
LAND SURVEYOR, TO ALTER AN ITEM IN
ANYWAY, IN ANY MANNER, THE SEAL
OF AN ENGINEER OR LAND SURVEYOR IS
ALTERED, THE ALTERING ENGINEER OR
LAND SURVEYOR SHALL APPLY TO THE
ITEM HIS SEAL AND THE NOTATION
"ALTERED BY" FOLLOWED BY HIS
SIGNATURE AND THE DATE OF SUCH
ALTERATION AND A BRIEF
DESCRIPTION OF THE ALTERATION.

HOMELAND TOWERS LAKE CASSE

SITE: 254 CROTON FALLS ROAD
ADDRESS: DANBURY, CT 06810

APT FILING NUMBER: 1175330

DATE: 07/06/11 DRAWN BY: CMJ
CHECKED BY: RCB

SHEET TITLE:

ELEVATIONS

SHEET NUMBER

A-2

STATE OF NEW YORK
SEAL OF THE ENGINEER
SCOTT M. CHASSE
1175330

PROP. PROJECT LIMITS OF DISTURBANCE -
15,266 ± SF (0.35 ± ACRES)

EXIST. 12" TREE & STUMP TO BE
REMOVED & TAKEN OFF SITE
(1 OF 3)
BACKFILL TO GRADE

PROP. EROSION CONTROL BLANKET
ON ALL SLOPES 3:1 & GREATER (TYP.)

EXIST. 34" MAPLE & STUMP TO BE
REMOVED & TAKEN OFF SITE
(1 OF 3)
BACKFILL TO GRADE

4
ED-1
PROTECT EXIST. TREE (TYP. 5 PL.)

EXIST. 10" TREE & STUMP TO
BE REMOVED & TAKEN OFF SITE
(1 OF 3)
BACKFILL TO GRADE

EXIST. EDGE GRAVEL DRIVE (TYP.)

2
ED-1
PROP. SLT FENCE (TYP.)

EXIST. GRAVEL
DRIVEWAY PARKING AREA (TYP.)
(WIDTH VARIES FROM 12 TO 50' ±)

5
ED-1
PROP. CONSTRUCTION
ENTRANCE

1
ED-1
TEMPORARY STOCKPILE AREA (2:1
SIDE SLOPES) - 10' W/ BUILT
FENCE 8' ± OFFSET FROM TOE
OF STOCKPILE

CONTRACTOR TO MANAGE EXCAVATED MATERIAL FOR UTILITY
TRENCH WORK TO PREVENT SEDIMENT TRANSPORT. CONTRACTOR
SHALL STOCKPILE EXCAVATED MATERIAL ON THE HIGH SIDE OF THE
EXCAVATION AND BACKFILL AT THE CLOSE OF THE DAY. SLOPES
BACKFILLED TRENCHES DAILY WITH GRAVEL OR TOPSOIL & SEED

PROP. UNDERGROUND ELECTRIC &
TELEPHONE SERVICE FROM EXIST. DEWAR
11/10000 POLE #1000100 TO PROP.
1000 POUND (APPROX. 1,000' ±)

1
EC-1
EROSION CONTROL PLAN
SCALE: 1" = 20' ±

1" = 20' ±

verizon
4 CENTERCROCK ROAD
WEST NYACK, NY 10994

**APT
ENGINEERING**
8 INGLEBOROUGH DRIVE PHASE 2 BUILDING 107
KILBURNWORTH, CT 06181 FAX (860) 461-0000
WWW.APTENGINEERING.COM

NO.	DATE	REVISION
1	07/20/18	FOR REVIEW: RCB
2	07/20/18	CLIENT REVIEW: RCB
3	07/20/18	CLIENT REVIEW: RCB
4	07/20/18	TOWN COMMENTS: RCB
5	07/20/18	TOWN COMMENTS: RCB
6	07/20/18	TOWN COMMENTS: RCB

DESIGN PROFESSIONALS OF RECORD

PROP: SCOTT M. CHASSER P.E.
COMP: APT ENGINEERING
ADD: 3 SADDLEROCK DRIVE
KILBURNWORTH, CT 06181
DEVELOPER: HOMELAND TOWERS, LLC
ADDRESS: 9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

NOTE:
IT IS A VIOLATION OF NEW YORK STATE
EDUCATION LAW ARTICLE 142, SECTION
7208 (2) FOR ANY PERSON, UNLESS
ACTING UNDER THE DIRECTION OF A
LICENSED PROFESSIONAL ENGINEER OR
LAND SURVEYOR, TO ALTER ANYTHING IN
ANY WAY, IF ANYTHING BEARING THE SEAL
OF AN ENGINEER OR LAND SURVEYOR IS
ALTERED, THE ALTERING ENGINEER OR
LAND SURVEYOR SHALL AFFIX TO THE
ITEM HIS SEAL AND THE NOTATION
"ALTERED BY" FOLLOWED BY THE
SIGNATURE AND THE DATE OF SUCH
ALTERATION AND A SPECIFIC
DESCRIPTION OF THE ALTERATION.

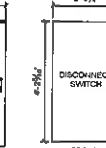
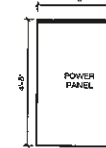
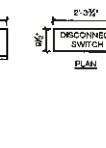
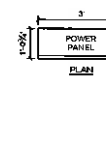
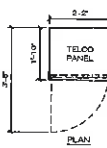
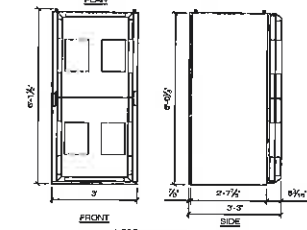
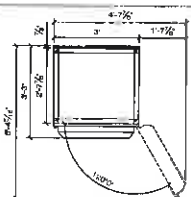
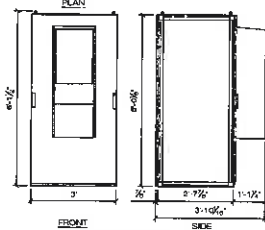
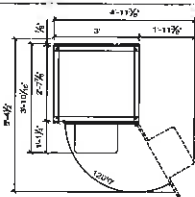
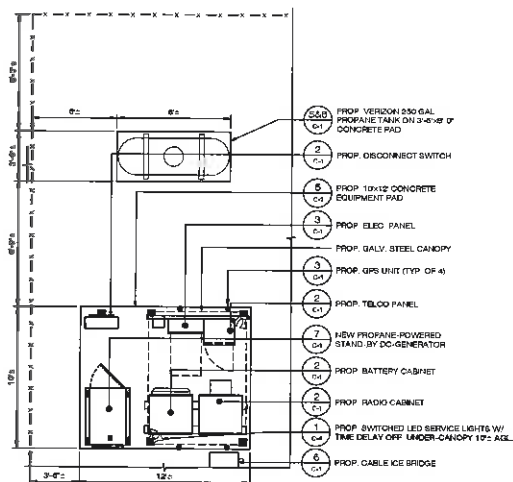
HOMELAND TOWERS LAKE CASSE

SITE: 254 CROTON FALLS ROAD
ADDRESS: CARROLL, NY 13614
APT FILING NUMBER: 2073000
DATE: 07/20/18 DRAWN BY: CMV
CHECKED BY: RCB

SHEET TITLE: EROSION CONTROL PLAN

SHEET NUMBER:
EC-1



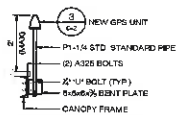


2. EQUIPMENT DETAILS

C-1 SCALE: N.T.S.

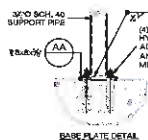
1. VERIZON EQUIPMENT AREA

C-1 SCALE: 1/2" = 1'-0"



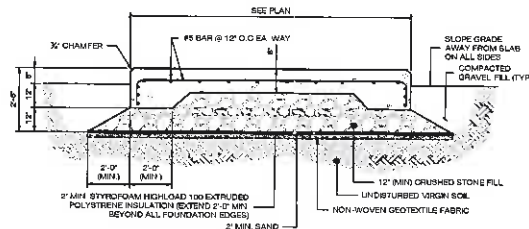
3. GPS MOUNT

C-1 SCALE: N.T.S.



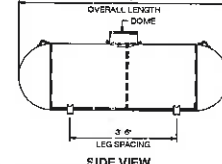
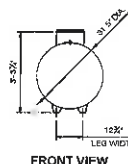
4. PIPE BASE PLATE

C-1 SCALE: N.T.S.



5. EQUIPMENT PAD

C-1 SCALE: N.T.S.



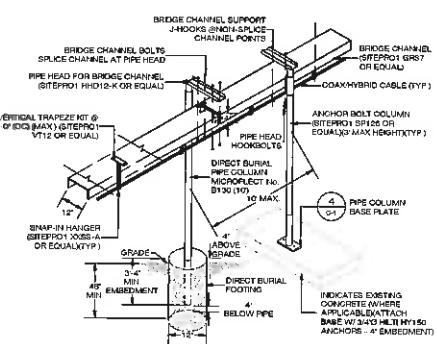
250 USWG AMSE VUL. DRY 1" ABOVE GROUND LPG TANK AS MANUFACTURED BY TRIMITY CONTAINERS, LLC.

- WWW.TRIMITYCONTAINERS.COM
- PH 1-833-338-8955
- WEIGHT (EMPTY) = 72 lbs
- COLOR WHITE

NOTE: PROVIDE TANK MANUFACTURER SHOP DRAWING FOR REVIEW BY ENGINEER OF RECORD PRIOR TO PURCHASE.

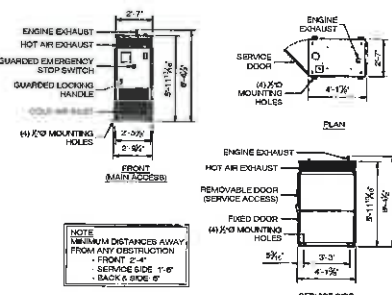
8. ABOVE GROUND PROPANE TANK DETAIL

C-1 SCALE: N.T.S.



6. CABLE BRIDGE & COAX HANGER DETAIL

C-1 SCALE: N.T.S.



7. PROPANE GENERATOR SCHEMATICS

C-1 SCALE: 1/2" = 1'-0"

verizon

4 CENTERCROSS ROAD
WEST NYACK, NY 10994

APT ENGINEERING

1 BARKER STREET, SUITE 200
HARRISBURG, PA 17101
PHONE: (717) 651-1000
FAX: (717) 651-1000
WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS	
NO.	DATE / REVISION
1	07/20/18 FOR REVIEW: RCB
2	07/20/18 CLIENT REV: RCB
3	07/20/18 CLIENT REV: RCB
4	07/20/18 TOWN COMMENTS: RCB
5	07/20/18 TOWN COMMENTS: RCB
6	07/20/18 TOWN COMMENTS: RCB
7	07/20/18 TOWN COMMENTS: RCB

DESIGN PROFESSIONALS OF RECORD

PROP. SCOTT M. CHASSE, P.E.
COMP. APT ENGINEERING
ADD: 3 SADDLEBROOK DRIVE
KILLINGWORTH, CT 06419

DEVELOPER: HOMELAND TOWERS, LLC
ADDRESS: 8 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

NOTE: IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 14A, SECTION 7004 (2) FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED. THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM THE SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION AND A BRIEF DESCRIPTION OF THE ALTERATION.

HOMELAND TOWERS

254 CROTON FALLS ROAD
CARMEL, NY 10611

APT FILING NUMBER: NY25550

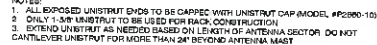
DATE: 07/20/18 DRAWN BY: CMH
CHECKED BY: RCB



SHEET TITLE:

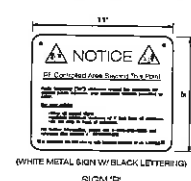
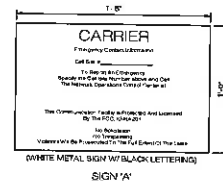
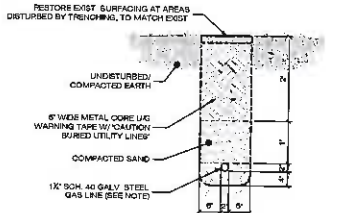
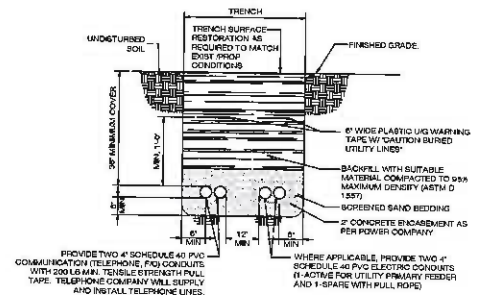
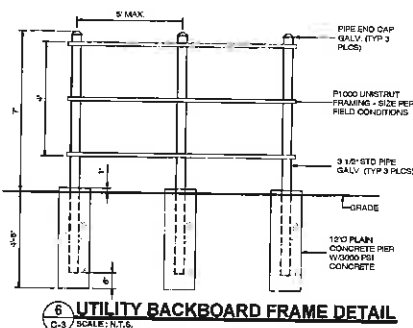
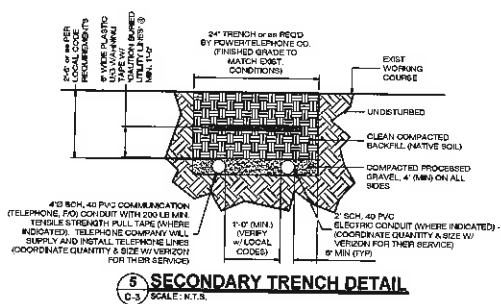
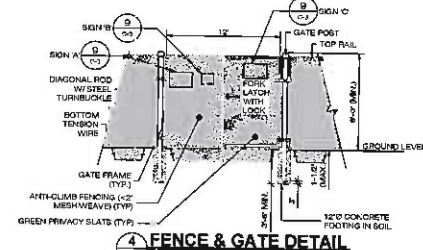
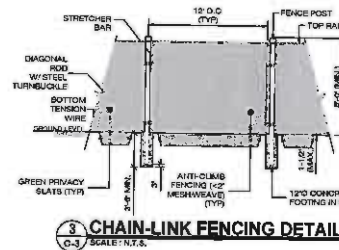
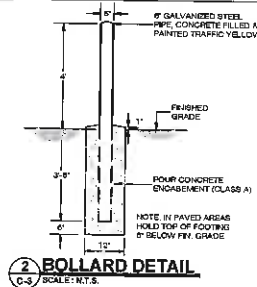
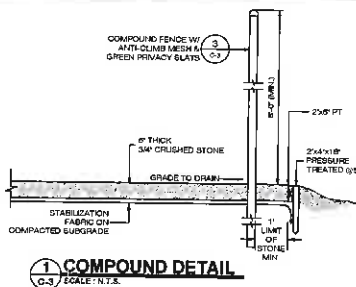
VERIZON EQUIPMENT PLAN & DETAILS

SHEET NUMBER:

C-1



	
4 CENTERCROSS ROAD WEST NYACK, NY 10994	
	
1 GARDENBURGH DRIVE PHONE: (800) 960-1811 HAWORTH, NJ 07641 FAX: (800) 960-1811 DANBURY, CT 06810 FAX: (800) 960-1811 WWW.APTENGINEERING.COM	
PERMITTING DOCUMENTS	
1 07601818 PER REVIEW: RCB	2 07601818 CLIENT REVIEW: RCB
3 07601818 CLIENT REVIEW: RCB	4 1107601818 PER REVIEW: RCB
5 07601818 PER REVIEW: RCB	6 07601818 PER REVIEW: RCB
7 07601818 PER REVIEW: RCB	8 07601818 PER REVIEW: RCB
9 07601818 PER REVIEW: RCB	10 07601818 PER REVIEW: RCB
DESIGN PROFESSIONALS OF RECORD	
PROF. SCOTT E. CHASSSE, ESE COUNTY APPLICANT ENGINEER ADDR: 3 BAUDERLOCK DRIVE KILLNORTHVILLE, CT 06481	
DEVELOPER: HOMETOWN TOWERS, LLC 290 FORD STREET OAKBURY, CT 06060	
NOTE THIS IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 142, SECTION 70B (2) FOR ANY PERSON, UNLAWFULLY ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, OF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR OR ALTERED. THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.	
HOMETOWN TOWERS LAKE CASSE	
SITE 256 CROTON FALLS ROAD DANBURY, CONNECTICUT 06810	APPLICANT HOMETOWN TOWERS, LLC 290 FORD STREET OAKBURY, CT 06060
DATE: 07/05/18	DRAWN BY: CRY CHECKED BY: RCB
SHEET TITLE: VERIZON ANTENNA PLAN & DETAILS	
SHEET NUMBER: C-2	



HOMELAND TOWERS, LLC
9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810
(953) 937-5545

verizon
4 CENTERCROCK ROAD
WEST NYACK, NY 10994

APT ENGINEERING
3 SANDLOROCK DRIVE
PHONE: (909) 963-1907
FAX: (909) 963-1907
WWW.APTENGINEERING.COM

PERMITTING DOCUMENTS		
NO.	DATE	REVISION
1	07/05/18	FOR REVIEW: RCB
2	07/05/18	CURRENT REVIEW: RCB
3	07/05/18	CURRENT REVIEW: RCB
4	07/05/18	TOWN COMMENTS: RCB
5	07/05/18	TOWN COMMENTS: RCB
6	07/05/18	TOWN COMMENTS: RCB
7	07/05/18	TOWN COMMENTS: RCB

DESIGN PROFESSIONALS OF RECORD
PROF. SCOTT M. CHASSE, P.E.
COMP. APT ENGINEERING
ADD: 3 SANDLOROCK DRIVE
KILLINGWORTH, CT 06035

DEVELOPER: HOMELAND TOWERS, LLC
ADDRESS: 9 HARMONY STREET
2ND FLOOR
DANBURY, CT 06810

NOTES:
1. A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 143, SECTION 2704 (2) FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING THE SEAL OF AN ENGINEER OR LAND SURVEYOR IS ALTERED, THE ALTERING ENGINEER OR LAND SURVEYOR SHALL AFFIX TO THE ITEM THE SEAL AND THE NOTATION "ALTERED BY FOLLOWED BY THE SIGNATURE AND THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION."

HOMELAND TOWERS LAKE CASSE
SITE: 254 CROTON FALLS ROAD
ADDRESS: CARMEL, NY 13611

APT FILING NUMBER: NY265290
DATE: 07/05/18 DRAWN BY: CBA
CHECKED BY: RCB

SHEET TITLE:
SITE DETAILS

SHORT NUMBER:
C-3

STATE OF NEW YORK



Landscape Architects, Architects,
Engineers, and Planners, P.C.

May 2, 2019

Honorable Chair Craig Paepre and Members of the Planning Board
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re: Visual Resource Assessment
Proposed Wireless Telecommunications Facility
254 Croton Falls Road
Mahopac, NY

Dear Honorable Chair and Planning Board Members:

Saratoga Associates is writing on behalf of Homeland Towers regarding the proposed telecommunications tower and associated equipment at the above referenced address. Saratoga Associates has been retained to address potential visual impacts associated with this project. We offer this letter in response to comments provided in a memo dated April 10, 2019 to the Planning Board by Cleary Consulting concerning the Visual Resource Assessment (VRA) dated March 21, 2019.

View from Putnam County Trailway - On page 4 of the April 10 memo Cleary Consulting states;

"The report states that no aesthetic resources of statewide significance are located within the two-mile study area, but notes that the site is within 1,820 feet of the Putnam County Trailway, which is one of the County's most heavily used and important open space resources. The report concludes that 'no views of the facility from the Putnam County Trailway were found.' This seems unlikely, as the Trailway bends to the east toward the site, just to the northeast. Views of the tower from the Trailway may be considered significant, and further analysis is necessary."

In response to this comment Saratoga Associates visited the Trailway on April 24, 2019 to determine if vistas in the direction of the Facility are present. Dense woodland borders the

Hon. Craig Paepre

May 2, 2019

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Trailway for most of its length within the two-mile study area. No open vistas in the direction of the Facility were identified.

To further evaluate potential project visibility from the Trailway, Saratoga Associates photographed the Trailway view referenced in the Cleary memo. This photograph is attached as Figure 1. The photograph demonstrates the character and density and screening value of the bordering woodland. Although a short segment of the Trailway bends westerly in the direction of the Facility, this dense trailside vegetation provides a substantial visual barrier preventing distant views, even during leaf-off season.

To confirm the proposed tower will not extend above the tree line we prepared a supplemental photo simulation of this view using the same 3D computer model and methodology used to create the photo simulations that are included in the VRA. To prepare this visualization the 3D model was superimposed into the existing condition photograph. To accomplish this the simulated perspective (camera view) was matched to the existing condition photograph by replicating the precise coordinates of the field camera position and the focal length of the camera lens used (i.e. 50mm). Precisely matching these parameters assures scale accuracy between the base photograph and the subsequent simulated view. The camera's elevation (Z) value is derived from digital elevation model (DEM) data plus the camera's height above ground level. The camera's target position was set to match the bearing of the corresponding existing condition photograph as recorded in the field. With the existing conditions photograph displayed as a "viewport background," and the viewport properties set to match the photograph's pixel dimensions, minor camera adjustments were made (horizontal and vertical positioning, and camera roll) to align the horizon in the background photograph with the corresponding features of the 3D model.

The 3D modeling method accurately represents the location and height of the proposed tower. The location and scale of the Facility is highlighted by a dashed line in Figure 1. From this vantage point the Facility falls well below the visible tree line and is fully blocked from view by more than 2,300 of intervening woodland vegetation.

Views from Croton Falls Reservoir – On page 4, the Cleary memo states "[t]he study concludes that views...would be significant from the Croton Falls Reservoir". While the VRA did identify Facility visibility from a limited portion of the Croton Falls Reservoir, the report does not conclude that such view is significant. The VRA identified a 14-acre area on the surface of the Croton Falls Reservoir where some degree of tower visibility might occur at a distance of more than 1.5 miles. A supplemental photo simulation illustrating the worst-case (most exposed) view of the Facility from the Croton Falls Reservoir is attached as Figure 2. From this simulated view it is apparent



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Page 3

that the limited view of the Facility represents and minor visual impact which is unlikely to adversely affect the recreational enjoyment of the reservoir.

Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "MAA", followed by a long horizontal line.

Matthew W. Allen, RLA

Principal

SARATOGA ASSOCIATES

Landscape Architects, Architects, Engineers, and Planners, P.C.

Figure 1



Photograph Information

Date: April 27, 2019
 Time: 9:58 am
 Focal Length: 50mm
 Camera: Canon 6D Mark II
 Photo Location: 41° 22' 59.8913" N
 73° 41' 57.4162" W
 Distance: 2,320 Feet (0.44 mile)

To appear at the correct scale this photograph is intended to be viewed 18 inches from the reader's eye when printed on 11"x17" paper.

Simulated Condition
 Putnam County Trailway at Milepost 46.6

SARATOGA
 ASSOCIATES

Figure 1
 Visual Resource Assessment
 PROPOSED TELECOMMUNICATIONS TOWER



Lane/Casale Site (NY056)
 254 Croton Falls Road
 Mahopac, NY 10641

Figure 2



Photograph Information

Date:	February 4, 2019
Time:	9:00 am
Focal Length:	50mm
Camera:	Canon 6D Mark II
Photo:	41° 21' 48.8664" N
Location:	73° 40' 32.6532" W
Distance:	9,340 Feet

To appear at the correct scale this photograph is intended to be viewed 18 inches from the reader's eye when printed on 11"x17" paper.

Existing Condition
VP1- Croton Falls Reservoir Near Croton Falls Road

LAMTCA
ASSOCIATES

Figure 2-A
Visual Resource Assessment
PROPOSED TELECOMMUNICATIONS TOWER



Lake Gasse Gills (NY056)
254 Croton Falls Road
Mamapo, NY 10541



Photograph Information

Date: February 4, 2019
Time: 9:00 am
Focal Length: 50mm
Camera: Canon 6D Mark II
Photo Location: 41° 21' 48.8664" N
73° 40' 32.6532" W
Distance: 9,340 Feet

To appear at the correct scale this photograph is intended to be viewed 18 inches from the reader's eye when printed on 11"x17" paper.

Simulated Condition - 160 ft Monopole Alternative
VP1- Croton Falls Reservoir Near Croton Falls Road

SARATOGA
ASSOCIATES

Figure 2-B
Visual Resource Assessment
PROPOSED TELECOMMUNICATIONS TOWER



Lake Cassie Site (NY056)
254 Croton Falls Road
Middletown, NY 10941



Photograph Information

Date:	February 4, 2019
Time:	9:00 am
Focal Length:	50mm
Camera:	Canon 6D Mark II
Photo	41° 21' 48.8664" N
Location:	73° 40' 32.6532" W
Distance:	9,340 Feet

To appear at the correct scale this photograph is intended to be viewed 18 inches from the reader's eye when printed on 11"x17" paper.

Simulated Condition - 160 ft Monopine Alternative
VP1- Croton Falls Reservoir Near Croton Falls Road

SARATOGA
ASSOCIATES

Figure 2-C
Visual Resource Assessment
PROPOSED TELECOMMUNICATIONS TOWER



Liam Casey Ellis (NY0160)
254 Croton Falls Road
Armonk, NY 10541

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Lake Casse / NY056		
Project Location (describe, and attach a general location map): 254 Croton Falls Road, Mahopac, Putnam County, NY 10541		
Brief Description of Proposed Action (include purpose or need): Homeland Towers, LLC proposes to construct a new telecommunications facility at the Subject Property. The proposed facility will consist of a 160-foot tall monopole and support equipment placed within a 36-foot by 100-foot fenced compound within a wider 56-foot by 100-foot lease area. Access will be gained via an existing access road extending northeast from Croton Falls Road to the proposed tower compound. Utilities are proposed to be sourced from an existing utility pole located across Croton Falls Road and be routed underground to the northeast along the existing access road for approximately 1,198 feet to the proposed tower compound.		
Name of Applicant/Sponsor: Homeland Towers, LLC		Telephone: (914) 490-0124
		E-Mail: rv@homelandtowers.us
Address: 9 Harmony Street, 2nd Floor		
City/PO: Danbury	State: CT	Zip Code: 06810
Project Contact (if not same as sponsor; give name and title/role): Mr. Ray Vergati		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Richard and Rosemarie Diehl		Telephone:
		E-Mail:
Address: 254 Croton Falls Road		
City/PO: Mahopac	State: NY	Zip Code: 10541

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Site plan and Special permit approval	
c. City Council, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Possible variance as directed by town	
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DEC 6P-0-15-002	
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<ul style="list-style-type: none"> If Yes, complete sections C, F and G. If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s): NYC Watershed Boundary	
<hr/> <hr/> <hr/>	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	
<hr/> <hr/> <hr/>	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Residential

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Mahopac Central School District

b. What police or other public protection forces serve the project site?
Carmel Police Department

c. Which fire protection and emergency medical services serve the project site?
Mahopac Volunteer Fire Department

d. What parks serve the project site?
Mahopac Airport Park, located approximately 3 miles west of the Subject Property.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial / Public utility

b. a. Total acreage of the site of the proposed action? 0.35 acres

b. Total acreage to be physically disturbed? 0.35 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.35 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed?

iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: +/- 3 months

ii. If Yes:

- Total number of phases anticipated
- Anticipated commencement date of phase 1 (including demolition) month year
- Anticipated completion date of final phase month year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.			
<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____
At completion of all phases	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ 160 height; _____ N/A width; and _____ N/A length iii. Approximate extent of building space to be heated or cooled: _____ N/A square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? If Yes: <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____ _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: <ul style="list-style-type: none"> i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ • Will stormwater runoff flow to adjacent properties? _____ 	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____ f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: <ul style="list-style-type: none"> i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) Temporary construction vehicles. _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) N/A _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) Emergency propane-fired emergency generator on concrete slab inside shelter _____ 	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: <ul style="list-style-type: none"> i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
 Minimal increase for telecommunications equipment for approximately 800 amps to a maximum of 1200 amps

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
 Via local grid _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☒ No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ Normal business hours
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____ Unmanned facility operates 24/7
- Saturday: _____
- Sunday: _____
- Holidays: _____

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n.. Will the proposed action have outdoor lighting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: Timed lighting sources inside compound. _____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: No, trees surrounding compound and access road are to remain, blocking light. _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s): _____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☒ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:
Surrounding area generally forested with residential development to the north, west, and south.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested	0.35	0	- 0.35
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: Telecommunications Facility and existing access road	0	0.35	+ 0.35

<p>c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ iii. Describe any development constraints due to the prior solid waste activities: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: <input type="checkbox"/> Yes – Spills Incidents database Provide DEC ID number(s): _____ <input type="checkbox"/> Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ <input type="checkbox"/> Neither database ii. If site has been subject of RCRA corrective activities, describe control measures: _____ iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 6 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ 100 %

c. Predominant soil type(s) present on project site:

Chatfield-Charlton complex	41 %
Charlton-Chatfield complex	25 %
Sutton loam & Charlton loam	34 %

d. What is the average depth to the water table on the project site? Average: _____ > 6 feet

e. Drainage status of project site soils: ☒ Well Drained: _____ 75 % of site
☒ Moderately Well Drained: _____ 25 % of site
☐ Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: ☒ 0-10%: _____ 75 % of site
☒ 10-15%: _____ 25 % of site
☐ 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name _____	Classification _____
• Lakes or Ponds:	Name _____	Classification _____
• Wetlands:	Name Riverine (R3UBH) (located 550' E and NE)	Approximate Size 8.35
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

Note: Project located in NYSDEC Wetland Checkzone, however, site is wooded, no hydric indicators and no hydric soils within 300 feet

i. Is the project site in a designated Floodway? ☐ Yes ☒ No

j. Is the project site in the 100 year Floodplain? ☐ Yes ☒ No

k. Is the project site in the 500 year Floodplain? ☐ Yes ☒ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No

If Yes:

i. Name of aquifer: _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: The Project Site consists of _____ the Project Site is located in the vicinity _____ _____ of the Indiana Bat and the Northern _____ _____ Based upon a review of available data _____ Long-eared Bat. (see "o" below)</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>The Project Site is in the vicinity of the Indiana Bat (Endangered) and the Northern Long-eared Bat (Threatened). It should be noted, no critical habitat was identified, however, as the area is wooded it is recommended that tree clearing be restricted from April 1 to September 30 to avoid potential roosting bats. Additionally, the Bog Turtle (Threatened) was identified within the vicinity of the Project Site, however suitable habitat was not identified. No mapped wetlands were identified at the Project Site.</p> </div>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ***See SHPO Concurrence email dated 10/26/18 attached hereto.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____ 	
f. 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): _____ ii. Basis for identification: _____ 	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles. 	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No 	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Homeland Towers LLC

Date March 13, 2019

Signature Tama Troutman

Title Consultant for Applicant

PRINT FORM

Ecological Solutions, LLC

Connecticut
1248 Southford Road
Southbury, CT 06488
Phone (203) 910-4716
ecolsol@aol.com

June 8, 2018

Ray Vergati
Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

*Re: Wetland Delineation
254 Croton Falls Road Site
Town of Carmel, Putnam County, New York*

Dear Ray:

Ecological Solutions, LLC completed a wetland assessment at the proposed cell tower site located at 254 Croton Falls Road in accordance with the Army Corps of Engineers (USACE) Wetlands Delineation Manual (January 1987), Routine Determination Method and Northcentral/Northeast supplement and Town of Carmel Code Chapter 89 on May 26, 2018. There is no New York State Department of Environmental Conservation (NYSDEC) regulated wetland in the project area.

The detailed field investigation included:

1. Identification of vegetation species to determine whether there was a dominance of hydrophytic plants and areas containing transitional but primarily wetland-oriented species.
2. Determination of soil features for hydric (poorly and very poorly drained) natural soils.
3. Observation of site features displaying evidence of wetland hydrology based on the presence of inundated areas, apparent high seasonal water tables, and evidence of saturation within 12 inches of the surface (considered the root zone) during sufficient periods during the growing season to provide for anaerobic/hydric soil conditions.

No wetlands were observed on the project site. A wetland area is located on an adjacent property to the east at the driveway entrance from Croton Falls Road which appears greater than 100 feet away. Also a watercourse exists on the south side of Croton Falls Road and is estimated to be greater than 100 feet from the driveway entrance from Croton Falls Road.

If you need any additional information, please contact me.

Sincerely,
ECOLOGICAL SOLUTIONS, LLC

A handwritten signature in dark ink, appearing to read "Michael Nowicki".

Michael Nowicki
Biologist

Suzanne Derrick

From: towernotifyinfo@fcc.gov
Sent: Friday, October 26, 2018 3:15 PM
To: Alexis Green
Subject: Section 106 Notification of SHPO/THPO Concurrence- Email ID #3259318

This is to notify you that the Lead SHPO/THPO has concurred with the following filing:

Date of Action: 10/26/2018

Direct Effect: No Historic Properties in Area of Potential Effects (APE)

Visual Effect: No Historic Properties in Area of Potential Effects (APE)

Comment Text: Reviewed by Daniel Bagrow, NY SHPO, dan.bagrow@parks.ny.gov

File Number: 0008397071

TCNS Number: 175453

Purpose: New Tower Submission Packet

Notification Date: 7AM EST 10/11/2018

Applicant: Homeland Towers, LLC

Consultant: EnviroBusiness, Inc. d/b/a EBI Consulting (EBI #6118002744)

Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No

Site Name: Lake Casse / NY056

Site Address: 254 Croton Falls Road

Detailed Description of Project: 6118002744 Proposed construction of a new telecommunications monopole and compound resulting in ground disturbance

Site Coordinates: 41-22-40.5 N, 73-42-14.1 W

City: Mahopac

County: PUTNAM

State: NY

Lead SHPO/THPO: New York State Historic Preservation Office

NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE

Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.

Ecological Solutions, LLC

Connecticut
1248 Southford Road
Southbury, CT 06488
Phone (203) 910-4716
ecolsol@aol.com

June 8, 2018

Ray Vergati
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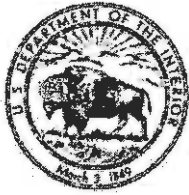
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If you need any additional information, please contact me.

Sincerely,
ECOLOGICAL SOLUTIONS, LLC

A handwritten signature in black ink, appearing to read "Michael Nowicki".

Michael Nowicki
Biologist



United States Department of the Interior

FISH AND WILDLIFE SERVICE

3817 Luker Road
Corland, New York 13045



June 8, 2018

Ms. Tama Troutman
Mr. Bill Americh
EBI Consulting
21 B Street
Burlington, MA 01803

Dear Ms. Troutman and Mr. Americh:

This responds to your May 31, 2018, letter regarding a telecommunications facility proposed at 254 Croton Falls Road, Hamlet of Mahopac, Putnam County, New York. As you are aware, federal agencies, such as the Federal Communications Commission (FCC), have responsibilities under section 7 of the Endangered Species Act (ESA) (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*) to consult with the U.S. Fish and Wildlife Service (Service) regarding projects that may affect federally listed species or designated critical habitat, and confer with the Service regarding projects that are likely to jeopardize federally proposed species or adversely modify proposed critical habitat. We understand that all FCC licensees, applicants, tower companies, and their representatives have been designated the FCC's non-federal representative for the purposes of completing informal consultation pursuant to Section 7(a)(2) of the ESA.

On behalf of the FCC, EBI Consulting determined that the proposed project "may affect, but is not likely to adversely affect," the federally listed Indiana bat (*Myotis sodalis*; Endangered). The Service concurs with your determination given the location (no known summer or winter habitat nearby), a small amount of trees (approximately 0.129 acre) containing potential suitable roosting habitat are proposed for removal, and tree removal will occur between October 1 and March 31 when bats are in hibernation.

EBI Consulting made a "may affect" determination for the federally listed northern long-eared bat (*Myotis septentrionalis*; Threatened). Given the project description and location (no known roosts within 150 feet or hibernacula within 0.25 mile) of the proposed project, any taking that may occur incidental to the proposed project is not prohibited under the ESA Section 4(d) rule¹ for this species (50 CFR § 17.40(o)).

¹ For more information about the 4(d) rule, please see:

<http://www.fws.gov/midwest/endangered/mammals/nleb/pdf/FRnlebFinal4dRule14Jan2016.pdf>.

EBI Consulting also determined that the proposed project will have no impact on the federally listed bog turtle (*Clemmys* [= *Glyptemys*] *muhlenbergii*; Threatened) as no suitable habitat was present for this species. The Service acknowledges this determination.

Should project plans change, or if additional information on listed or proposed species or critical habitat becomes available, this determination may be reconsidered. The most recent compilation of federally-listed and proposed endangered and threatened species in New York is available for your information. Until the proposed project is complete, we recommend that you check our website regularly from the date of this letter to ensure that listed species presence/absence information for the proposed project is current.*

Any additional information regarding the proposed project and its potential to impact listed species should be coordinated with both this office and with the New York State Department of Environmental Conservation.

Thank you for your time. If you require additional information or assistance please contact Noelle Rayman-Metcalf at (607) 753-9334. Future correspondence with us on this project should reference project file 18I2123.

Sincerely,

Anne d. Secord

for David A. Stilwell
Field Supervisor

*Additional information referred to above may be found on our website at:
<http://www.fws.gov/northeast/nyfo/es/section7.htm>

cc: NYSDEC, New Paltz, NY (Env. Permits)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish and Wildlife, New York Natural Heritage Program
625 Broadway, Fifth Floor, Albany, NY 12233-4757
P: (518) 402-8935 | F: (518) 402-8925
www.dec.ny.gov

June 19, 2018

Tama Troutman
EBI Consulting
21 B Street
Burlington, MA 01803

Re: NY056 / Lake Casse Proposed Communications Facility, 254 Croton Falls Road,
Mahopac (EBI 6118002744)
County: Putnam Town/City: Carmel

Dear Tama Troutman:

In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to the above project.

We have no records of rare or state-listed animals or plants, or significant natural communities directly at the project site.

Within three miles of the project site is a documented winter hibernaculum of **Northern long-eared bat** (*Myotis septentrionalis*, state and federally listed as Threatened). These bats may travel five miles or more from documented locations. The main impact of concern for bats is the cutting or removal of potential roost trees. For information about any permit considerations for your project, contact the Permits staff at the NYSDEC Region 3 Office at dep.r3@dec.ny.gov, (845) 256-3054. For information about potential impacts of your project on this species and how to avoid, minimize, or mitigate any impacts, contact the Region 3 Wildlife staff at Wildlife.R3@dec.ny.gov, (845) 256-3098.

For most sites, comprehensive field surveys have not been conducted. We cannot provide a definitive statement on the presence or absence of all rare or state-listed species or significant natural communities. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other resources may be required to fully assess impacts on biological resources.

For information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the NYS DEC Region 3 Office, Division of Environmental Permits, as described above.

Sincerely,



Nicholas Conrad
Information Resources Coordinator
New York Natural Heritage Program



Northern Long-Eared Bat 4(d) Rule Streamlined Consultation Form

Federal agencies should use this form for the optional streamlined consultation framework for the northern long-eared bat (NLEB). This framework allows federal agencies to rely upon the U.S. Fish and Wildlife Service's (USFWS) January 5, 2016, intra-Service Programmatic Biological Opinion (BO) on the final 4(d) rule for the NLEB for section 7(a)(2) compliance by: (1) notifying the USFWS that an action agency will use the streamlined framework; (2) describing the project with sufficient detail to support the required determination; and (3) enabling the USFWS to track effects and determine if reinitiation of consultation is required per 50 CFR 402.16.

This form is not necessary if an agency determines that a proposed action will have no effect to the NLEB or if the USFWS has concurred in writing with an agency's determination that a proposed action may affect, but is not likely to adversely affect the NLEB (i.e., the standard informal consultation process). Actions that may cause prohibited incidental take require separate formal consultation. Providing this information does not address section 7(a)(2) compliance for any other listed species.

Information to Determine 4(d) Rule Compliance:	YES	NO
1. Does the project occur wholly outside of the WNS Zone ¹ ?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Have you contacted the appropriate agency ² to determine if your project is near known hibernacula or maternity roost trees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Could the project disturb hibernating NLEBs in a known hibernaculum?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Could the project alter the entrance or interior environment of a known hibernaculum?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Does the project remove any trees within 0.25 miles of a known hibernaculum at any time of year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Would the project cut or destroy known occupied maternity roost trees, or any other trees within a 150-foot radius from the maternity roost tree from June 1 through July 31.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

You are eligible to use this form if you have answered yes to question #1 or yes to question #2 and no to questions 3, 4, 5 and 6. The remainder of the form will be used by the USFWS to track our assumptions in the BO.

Agency and Applicant³ (Name, Email, Phone No.): EBI Consulting, Tama Troutman, ttroutman@ebiconsulting.com, (717) 991-9541

Project Name: Lake Casse / NY056

Project Location (include coordinates if known): 254 Croton Falls Road, Mahopac, Putnam County, NY 10541 (41-22-40.74 N / 73-42-13.46 W)

Basic Project Description (provide narrative below or attach additional information): Homeland Towers LLC proposes to construct a new communications facility. The proposed facility will consist of a 180-foot tall monopole and support equipment placed within a 36-foot by 100-foot fenced compound within a wider 56-foot by 100-foot lease area. Access will be gained via an existing access road extending northeast from Croton Falls Road to the proposed tower compound. Utilities are proposed to be sourced from an existing utility pole located across Croton Falls Road and be routed underground to the northeast along the existing access road for approximately 1,198 feet to the proposed tower compound.

¹ <http://www.fws.gov/midwest/endangered/mammals/nleeb/pdf/WNSZone.pdf>

² See <http://www.fws.gov/midwest/endangered/mammals/nleeb/nhisites.html>

³ If applicable - only needed for federal actions with applicants (e.g., for a permit, etc.) who are party to the consultation.

General Project Information	YES	NO
Does the project occur within 0.25 miles of a known hibernaculum?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the project occur within 150 feet of a known maternity roost tree?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the project include forest conversion ⁴ ? (if yes, report acreage below)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Estimated total acres of forest conversion	0.129	
If known, estimated acres ⁵ of forest conversion from April 1 to October 31		
If known, estimated acres of forest conversion from June 1 to July 31 ⁶		
Does the project include timber harvest? (if yes, report acreage below)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Estimated total acres of timber harvest		
If known, estimated acres of timber harvest from April 1 to October 31		
If known, estimated acres of timber harvest from June 1 to July 31		
Does the project include prescribed fire? (if yes, report acreage below)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Estimated total acres of prescribed fire		
If known, estimated acres of prescribed fire from April 1 to October 31		
If known, estimated acres of prescribed fire from June 1 to July 31		
Does the project install new wind turbines? (if yes, report capacity in MW below)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Estimated wind capacity (MW)		

Agency Determination:

By signing this form, the action agency determines that this project may affect the NLEB, but that any resulting incidental take of the NLEB is not prohibited by the final 4(d) rule.

If the USFWS does not respond within 30 days from submittal of this form, the action agency may presume that its determination is informed by the best available information and that its project responsibilities under 7(a)(2) with respect to the NLEB are fulfilled through the USFWS January 5, 2016, Programmatic BO. The action agency will update this determination annually for multi-year activities.

The action agency understands that the USFWS presumes that all activities are implemented as described herein. The action agency will promptly report any departures from the described activities to the appropriate USFWS Field Office. The action agency will provide the appropriate USFWS Field Office with the results of any surveys conducted for the NLEB. Involved parties will promptly notify the appropriate USFWS Field Office upon finding a dead, injured, or sick NLEB.

Signature: Tama Troutman  Date Submitted: May 21, 2018

⁴ Any activity that temporarily or permanently removes suitable forested habitat, including, but not limited to, tree removal from development, energy production and transmission, mining, agriculture, etc. (see page 48 of the BO).

⁵ If the project removes less than 10 trees and the acreage is unknown, report the acreage as less than 0.1 acre.

⁶ If the activity includes tree clearing in June and July, also include those acreage in April to October.



**Key to the Northern Long-Eared Bat 4(d) Rule
for Federal Actions that May Affect Northern Long-Eared Bats**
A separate key is available for non-Federal Activities

Federal agency actions that involve incidental take not prohibited under the final 4(d) rule may result in effects to individual northern long-eared bats. Per section 7 of the Act, if a federal agency's action may affect a listed species, consultation with the Service is required. This requirement does not change when a 4(d) rule is implemented. However, for this 4(d) rule, the Service proposed a framework to streamline section 7 consultations when federal actions may affect the northern long-eared bat but will not cause prohibited take. Federal agencies have the option to rely upon the finding of the programmatic biological opinion for the final 4(d) rule to fulfill their project-specific section 7 responsibilities by using the framework. This key will help federal agencies determine if their actions may cause prohibited incidental take of northern long-eared bats as defined in the 4(d) rule under the Endangered Species Act and if separate section 7 consultation may be necessary. Also, the framework for streamlining northern long-eared bat section 7 consultation is provided.

1. Is the action area (i.e., the area affected by all direct and indirect project effects) located wholly **outside the White-nose Syndrome Zone**? For the most current version of the White-nose Syndrome Zone map, please see

www.fws.gov/midwest/endangered/mammals/nleb/pdf/WNSZone.pdf

Yes, the action area is located wholly outside the white-nose syndrome zone.

Incidental take (see Definitions below) of northern long-eared bats is not prohibited in areas outside the White-nose Syndrome Zone. The federal agency can rely upon the finding of the programmatic biological opinion for the final 4(d) rule to fulfill their project-specific section 7 responsibilities if they use the framework described below. This framework is optional, if the federal agency chooses not to follow the framework, standard section 7 consultation procedures apply.

No, the action area is located partially or wholly inside the white-nose syndrome zone.

Continue to #2

2. Will the action take place **within a cave or mine where northern long-eared bats hibernate** (i.e., hibernaculum) **or could it alter the entrance or the environment (physical or other alteration)** of a hibernaculum?

Yes, the action will take place within a northern long-eared bat hibernaculum or it could alter the entrance or the environment (physical or other alteration) of a hibernaculum.

Take (see Definitions below) of northern long-eared bats within hibernacula is prohibited, including actions that may change the nature of the hibernaculum's environment or entrance to it, even when the bats are not present. If your activity includes work in a hibernaculum or it could alter its entrance or environment, please contact the Service's

Ecological Services Field Office located nearest to the project area. To find contact information for the Ecological Services Field Offices, please see www.fws.gov/offices.

No, the action will not take place within a northern long-eared bat hibernaculum or alter its entrance or environment.

Continue to #3

3. Will the action involve **tree removal** (see definition below)?

No, the action does not include tree removal.

Incidental take (see Definitions below) from activities that do not involve tree removal and do not take place within hibernacula or would not alter the hibernaculum's entrance or environment (see Question #3), is not prohibited. The federal agency can rely upon the finding of the programmatic biological opinion for the final 4(d) rule to fulfill their project-specific section 7 responsibilities if they use the framework described below. This framework is optional, if the federal agency chooses not to follow the framework, standard section 7 consultation procedures apply.

Yes - continue to #4

4. Is the action the **removal of hazardous trees** for protection of human life or property?

Yes, the action is removing hazardous trees.

Incidental take (see Definitions below) of northern long-eared bats as a result of hazardous tree removal is not prohibited. The federal agency can rely upon the finding of the programmatic biological opinion for the final 4(d) rule to fulfill their project-specific section 7 responsibilities if they use the framework described below. This framework is optional, if the federal agency chooses not to follow the framework, standard section 7 consultation procedures apply.

No, the action is not removing hazardous trees.

Continue to #5

5. Will the action include one or both of the following: **1) removing a northern long-eared bat known occupied maternity roost tree or any trees within 150 feet of a known occupied maternity roost tree from June 1 through July 31; or 2) removing any trees within 0.25 miles of a northern long-eared bat hibernaculum at any time of year?**

No

Incidental take (see Definitions below) from tree removal activities is not prohibited unless it results from removing a known occupied maternity roost tree or from tree removal activities within 150 feet of a known occupied maternity roost tree from June 1 through July 31 or results from tree removal activities within 0.25 mile of a hibernaculum at any time. The federal agency can rely upon the finding of the programmatic biological opinion for the final 4(d) rule to fulfill their project-specific section 7 responsibilities if they use the framework described below. This framework is optional, if the federal

agency chooses not to follow the framework, standard section 7 consultation procedures apply.

Yes

Incidental take (see Definitions below) of northern long-eared bats is prohibited if it occurs as a result of removing a known occupied maternity roost tree or removing trees within 150 feet of a known occupied maternity roost tree during the pup season from June 1 through July 31 or as a result of removing trees from within 0.25 mile of a hibernaculum at any time of year. This does not mean that you cannot conduct your action; however, standard section 7 consultation procedures apply. Please contact your nearest Ecological Services Field Office. To find contact information for the Ecological Services Field Offices, please see www.fws.gov/offices

How do I know if there is a maternity roost tree or hibernacula in the action area?

We acknowledge that it can be difficult to determine if a maternity roost tree or a hibernaculum is in your project area. Location information for both resources is generally kept in state Natural Heritage Inventory databases – the availability of this data varies state-by-state. Many states provide online access to their data, either directly by providing maps or by providing the opportunity to make a data request. In some cases, to protect those resources, access to the information may be limited. A web page with links to state Natural Heritage Inventory databases is available at www.fws.gov/midwest/endangered/mammals/nleb/nhisites.html.

When looking for information on the presence of maternity roost trees or hibernacula within your project area, our expectation is that the federal action agency will complete due diligence to determine if data is available. If information is not available, document your attempt to find the information and send it with your determination under step 1 of the framework (see below).

We do not require federal agencies to conduct surveys; however, we recommend that surveys be conducted whenever possible. Surveys will help federal agencies meet their responsibilities under section 7(a)(1) of the Act. Active participation of federal agencies in survey efforts will lead to a more effective conservation strategy for the northern long-eared bat. In addition, should the Service reclassify the species as endangered in the future, an agency with a good understanding of how the species uses habitat based on surveys within its action areas could have greater flexibility under section 7(a)(2) of the Act. Recommended survey methods are available at www.fws.gov/midwest/endangered/mammals/nleb.

**Optional Framework to Streamline Section 7 Consultation
for the Northern Long-Eared Bat:**

The primary objective of the framework is to provide an efficient means for U.S. Fish and Wildlife Service verification of federal agency determinations that their proposed actions are consistent with those evaluated in the programmatic intra-Service consultation for the final 4(d) rule and do not require separate consultation. Such verification is necessary because incidental take is prohibited in the vicinity of known hibernacula and known roosts, and these locations are continuously updated. Federal agencies may rely on this Biological Opinion to fulfill their project-specific section 7(a)(2) responsibilities under the following framework:

1. For all federal activities that may affect the northern long-eared bat, the action agency will provide project-level documentation describing the activities that are excepted from incidental take prohibitions and addressed in this consultation. The federal agency must provide written documentation to the appropriate Service Field Office when it is determined their action may affect (i.e., not likely to adversely affect or likely to adversely affect) the northern long-eared bat, but would not cause prohibited incidental take. This documentation must follow these procedures:
 - a. In coordination with the appropriate Service Field Office, each action agency must make a determination as to whether their activity is excepted from incidental taking prohibitions in the final 4(d) rule. Activities that will occur within 0.25 mile of a known hibernacula or within 150 feet of known, occupied maternity roost trees during the pup season (June 1 to July 31) are not excepted pursuant to the final 4(d) rule. This determination must be updated annually for multi-year activities.
 - b. At least 30 days in advance of funding, authorizing, or carrying out an action, the federal agency must provide written notification of their determination to the appropriate Service Field Office.
 - c. For this determination, the action agency will rely on the definitions of prohibited activities provided in the final 4(d) rule and the activities considered in this consultation.
 - d. The determination must include a description of the proposed project and the action area (the area affected by all direct and indirect project effects) with sufficient detail to support the determination.
 - e. The action agency must provide its determination as part of a request for coordination or consultation for other listed species or separately if no other species may be affected.
 - f. Service concurrence with the action agency determination is not required, but the Service may advise the action agency whether additional information indicates consultation for the northern long-eared bat is required; i.e., where the proposed project includes an activity not covered by the 4(d) rule and thus not addressed in the Biological Opinion and is subject to additional consultation.
 - g. If the Service does not respond within 30 days under (f) above, the action agency may presume its determination is informed by best available information and consider its project responsibilities under section 7(a)(2) with respect to the northern long-eared bat fulfilled through this programmatic Biological Opinion.

2. Reporting

- a. For monitoring purposes, the Service will assume all activities are conducted as described. If an agency does not conduct an activity as described, it must promptly report and describe such departures to the appropriate Service Field Office.
- b. The action agency must provide the results of any surveys for the northern long-eared bat to the appropriate Service Field Office within their jurisdiction.
- c. Parties finding a dead, injured, or sick northern long-eared bat must promptly notify the appropriate Service Field Office.

If a Federal action agency chooses not to follow this framework, standard section 7 consultation procedures will apply.

Section 7(a)(1) of the Act directs Federal agencies, in consultation with and with the assistance of the Secretary (a function delegated to the Service), to utilize their authorities to further the purposes of the Act by carrying out conservation programs for the benefit of endangered and threatened species. Service Headquarters provides to federal action agencies who choose to implement the framework described above several conservation recommendations for exercising their 7(a)(1) responsibility in this context. Conservation recommendations are discretionary federal agency activities to minimize or avoid adverse effects of a proposed action on listed species or critical habitat, to help implement recovery plans, or to develop information. Service Headquarters recommends that the following conservation measures to all Federal agencies whose actions may affect the northern long-eared bat:

1. Perform northern long-eared bat surveys according to the most recent Range-wide Indiana Bat/ northern long-eared bat Summer Survey Guidelines. Benefits from agencies voluntarily performing northern long-eared bat surveys include:
 - a. Surveys will help federal agencies meet their responsibilities under section 7(a)(1) of the Act. The Service and partners will use the survey data to better understand habitat use and distribution of northern long-eared bats, track the status of the species, evaluate threats and impacts, and develop effective conservation and recovery actions. Active participation of federal agencies in survey efforts will lead to a more effective conservation strategy for the northern long-eared bat.
 - b. Should the Service reclassify the species as endangered in the future, an agency with a good understanding of how the species uses habitat based on surveys within its action areas could inform greater flexibility under section 7(a)(2) of the Act. Such information could facilitate an expedited consultation and incidental take statement that may, for example, exempt taking associated with tree removal during the active season, but outside of the pup season, in known occupied habitat.
2. Apply additional voluntary conservation measures, where appropriate, to reduce the impacts of activities on northern long-eared bats. Conservation measures include:
 - a. Conduct tree removal activities outside of the northern long-eared bat pup season (June 1 to July 31) and/or the active season (April 1 to October 31). This will minimize impacts to pups at roosts not yet identified.

- b. Avoid clearing suitable spring staging and fall swarming habitat within a 5-mile radius of known or assumed northern long-eared bat hibernacula during the staging and swarming seasons (April 1 to May 15 and August 15 to November 14, respectively).
- c. Manage forests to ensure a continual supply of snags and other suitable maternity roost trees.
- d. Conduct prescribed burns outside of the pup season (June 1 to July 31) and/or the active season (April 1 to October 31). Avoid high-intensity burns (causing tree scorch higher than northern long-eared bat roosting heights) during the summer maternity season to minimize direct impacts to northern long-eared bat.
- e. Perform any bridge repair, retrofit, maintenance, and/or rehabilitation work outside of the northern long-eared bat active season (April 1 to October 31) in areas where northern long-eared bats are known to roost on bridges or where such use is likely.
- f. Do not use military smoke and obscurants within forested suitable northern long-eared bat habitat during the pup season (June 1 to July 31) and/or the active season (April 1 to October 31).
- g. Minimize use of herbicides and pesticides. If necessary, spot treatment is preferred over aerial application.
- h. Evaluate the use of outdoor lighting during the active season and seek to minimize light pollution by angling lights downward or via other light minimization measures.
- i. Participate in actions to manage and reduce the impacts of white-nose syndrome on northern long-eared bat. Actions needed to investigate and manage white-nose syndrome are described in a national plan the Service developed in coordination with other state and federal.

Definitions

“Incidental take” is defined by the Endangered Species Act as take that is “incidental to, and not the purpose of, the carrying out of an otherwise lawful activity.” For example, harvesting trees can kill bats that are roosting in the trees, but the purpose of the activity is not to kill bats.

“Known hibernacula” are defined as locations where one or more northern long-eared bats have been detected during hibernation or at the entrance during fall swarming or spring emergence. Given the challenges of surveying for northern long-eared bats in the winter, any hibernacula with northern long-eared bats observed at least once, will continue to be considered “known hibernacula” as long as the hibernacula remains suitable for northern long-eared bat.

“Known occupied maternity roost trees” is defined in the 4(d) rule as trees that have had female northern long-eared bats or juvenile bats tracked to them or the presence of female or juvenile bats is known as a result of other methods. Once documented, northern-long eared bats are known to continue to use the same roosting areas. Therefore, a tree will be considered to be a “known occupied maternity roost” as long as the tree and surrounding habitat remain suitable for northern long-eared bat. The incidental take prohibition for known occupied maternity roosts trees applies only during the during the pup season (June 1 through July 31).

“Take” is defined by the ESA as “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect” any endangered species. Purposeful take is when the reason for the activity or action is to conduct some form of take. For instance, conducting a research project that includes collecting and putting bands on bats is a form of purposeful take.

“Tree removal” is defined in the 4(d) rule as cutting down, harvesting, destroying, trimming, or manipulating in any other way the trees, saplings, snags, or any other form of woody vegetation likely to be used by northern long-eared bats.



PINNACLE TELECOM GROUP

Professional and Technical Services

ANTENNA SITE FCC RF COMPLIANCE ASSESSMENT AND REPORT

HOMELAND TOWERS, LLC

**SITE "NY056 – LAKE CASSE"
254 CROTON FALLS ROAD
MAHOPAC, NY**

April 11, 2019

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CERTIFICATION

APPENDIX A. BACKGROUND ON THE FCC MPE LIMIT

APPENDIX B. SUMMARY OF EXPERT QUALIFICATIONS

INTRODUCTION AND SUMMARY

At the request of Homeland Towers, LLC, Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless antenna operations on a proposed 160-foot monopole to be located at 254 Croton Falls Road in Mahopac, NY.

Homeland Towers refers to the prospective site as "NY056 – Lake Casse", and the proposed pole will accommodate the directional panel antennas of up to four wireless carriers. At this time, Verizon Wireless plans to occupy the highest antenna mounting position on the pole.

The FCC requires wireless antenna operators to perform an assessment of the RF levels from all the transmitting antennas at a site whenever antenna operations are added or modified, and ensure compliance with the FCC Maximum Permissible Exposure (MPE) limit in areas of unrestricted public access, i.e., at street level around the site.

In this case, the compliance assessment will include the RF effects of a worst-case hypothetical collocation of three wireless carriers' antennas. By worst case, we mean that the carriers whose maximum capacity relates to higher emitted power levels will be hypothetically assumed to occupy the lower mounting positions on the monopole, thus matching higher power and smaller distances to ground-level around the site.

The analysis will conservatively assume all the wireless carriers are operating at maximum capacity and maximum power in each of their FCC-licensed frequency bands. With that extreme degree of conservatism incorporated in the analysis, we can have great confidence that the actual RF effects from any combination of wireless operators, however they might actually be positioned on the pole, would be in compliance with the FCC's MPE limit.

This assessment of antenna site compliance is based on the FCC limit for general population "maximum permissible exposure" (MPE), a limit established

as safe for continuous exposure to RF fields by humans of either sex, all ages and sizes, and under all conditions.

The result of an FCC compliance assessment can be described in layman's terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. In that way, the figure 100 percent serves as the reference for compliance, and calculated RF levels below 100 percent indicate compliance with the MPE limit. An equivalent way to describe the calculated results is to relate them to a "times-below-the-limit" factor. Here, we will apply both descriptions.

The result of the FCC compliance assessment in this case is as follows:

- At street level around the site, the conservatively calculated maximum RF level caused by the combination of the wireless carriers' panel antenna operations is 1.2183 percent of the FCC general population MPE limit, well below the 100-percent reference for compliance. In other words, even with calculations designed to significantly overstate the RF levels versus those that could actually occur at the site, the worst-case calculated RF level in this case is still more than 80 times below the limit defined by the federal government as safe for continuous exposure of the general public.
- The results of the calculations provide a clear demonstration that the RF levels from as many as four wireless carriers, even under worst-case collocation circumstances, would satisfy the FCC requirement for controlling potential human exposure to RF fields. Moreover, because of the conservative methodology and assumptions applied in this analysis, RF levels actually caused by any combination of wireless operators' antenna operations at this site will be even less significant than the calculation results here indicate.

The remainder of this report provides the following:

- relevant technical data on the parameters for the four wireless carriers;

- a description of the applicable FCC mathematical model for assessing compliance with the MPE limit, and application of the relevant technical data to that model; and
- analysis of the results of the calculations, and the compliance conclusion for the proposed site.

In addition, two Appendices are included. Appendix A provides background on the FCC MPE limit, along with a list of key references. Appendix B provides a summary of the qualifications of the author of this report.

ANTENNA AND TRANSMISSION DATA

As described, the proposed 160-foot pole will be able to accommodate as many as four wireless carriers' antennas. Verizon Wireless proposed to occupy the highest mounting position on the pole, and this analysis will include an assumption of "worst-case" collocation by three other wireless carriers – AT&T, Sprint and T-Mobile.

The worst-case collocation methodology basically involves taking the carriers with the most available spectrum and the opportunity for higher power levels and hypothetically positioning them at the lower points on the monopole – thus matching the most power with the shorter distances to the ground.

Typically, the vertical spacing between different wireless carriers' antennas on a pole is 10 feet. In this case, the Verizon Wireless antennas will mount at a center line of 156 feet and we will assign antenna centerline-heights to the three other assumed wireless collocators at 146 feet, 136 feet and 126 feet.

The transmission parameters for each of the wireless carriers are described below.

Verizon Wireless is licensed to operate in the 746, 869, 1900 and 2100 MHz frequency bands. In the 746 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 869 MHz band, Verizon uses seven 20-watt channels and

four 40-watt channels per antenna sector. In the 1900 MHz band, Verizon uses three 16-watt channels and four 40-watt channels per antenna sector. In the 2100 MHz band, Verizon uses four 40-watt channels per sector.

AT&T is licensed to operate in the 700, 850, 1900 and 2300 MHz frequency bands. In the 700 MHz band, AT&T uses four 40-watt RF channels per sector. In the 850 MHz band, AT&T uses two 30-watt channels and one 40-watt channel per sector. In the 1900 MHz band, AT&T uses four 30-watt channels per sector. In the 2300 MHz band, AT&T uses four 25-watt channels per sector.

Sprint is licensed to operate in the 800, 1900 and 2500 MHz frequency bands. In the 800 MHz band, Sprint uses two 50-watt channels per antenna sector. In the 1900 MHz band, Sprint uses four 40-watt channels per sector. In the 2500 MHz band, Sprint uses three 40-watt channels per sector.

T-Mobile is licensed to operate in the 600 MHz, 700 MHz, 1900 MHz and 2100 MHz frequency bands. In the 600 MHz band, T-Mobile uses four 40-watt channels per sector. In the 700 MHz band, T-Mobile uses one 40-watt channel per sector. In the 1900 MHz band, T-Mobile uses five 30-watt channels per sector. In the 2100 MHz band, T-Mobile uses one 40-watt channel and two 80-watt channels per sector.

Based on the proposed mounting heights and then followed by overall available power levels, we will hypothetically assign the mounting heights (to the centerline of the antennas) as follows:

- Verizon Wireless: 156 feet
- Sprint: 146 feet
- AT&T: 136 feet
- T-Mobile: 126 feet

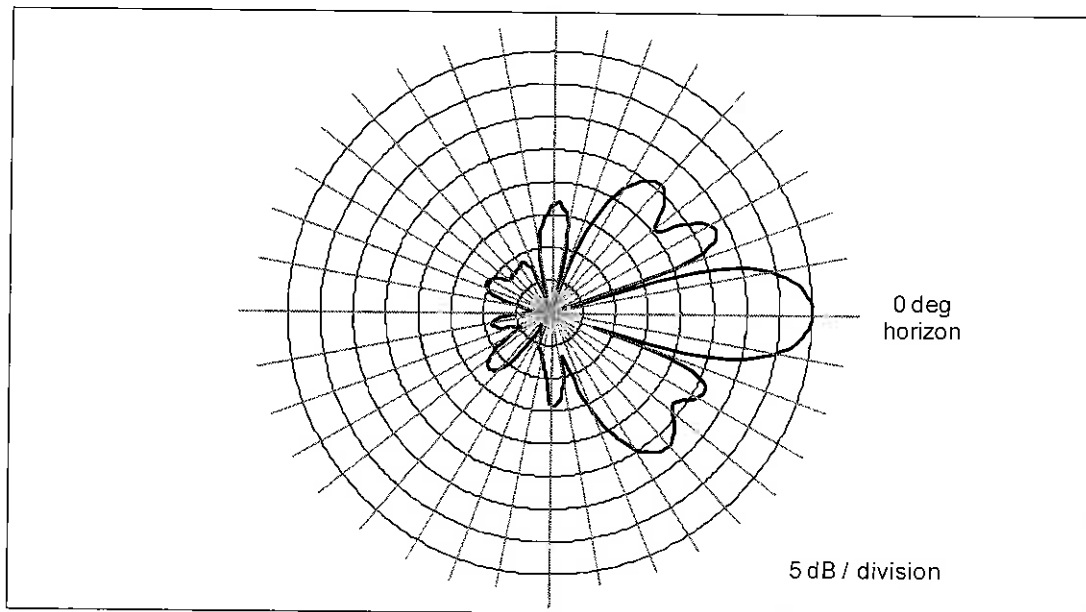
The area below the antennas, at street level, is of interest in terms of potential "uncontrolled" exposure of the general public, so the antenna's vertical-plane emission characteristic is used in the calculations, as it is a key determinant in

the relative level of RF emissions in the “downward” direction.

By way of illustration, Figure 1, below, shows the vertical-plane pattern of a typical 1900 MHz panel antenna. The antenna is effectively pointed at the three o'clock position (the horizon) and the pattern at different angles is described using decibel units. The use of a decibel scale in incidentally visually understates the relative directionality characteristic of the antenna in the vertical plane. Where the antenna pattern reads 20 dB, the relative RF energy emitted at the corresponding downward angle is 1/100th of the maximum that occurs in the main beam (at 0 degrees); at 30 dB, the energy is 1/1000th of the maximum.

Note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties' depictions of the same antenna model.

Figure 1. 1900 MHz Directional Panel Antenna – Vertical-plane Pattern



Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate potential RF exposure levels at various points around transmitting antennas.

Around an antenna site at ground level (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain (focusing effect) in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna. Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the intervening ground. Our calculations will assume a 100% "perfect", mirror-like reflection, which is the absolute worst-case approach.

The formula for ground-level MPE compliance assessment of any given wireless antenna operation is as follows:

$$\text{MPE\%} = (100 * \text{TxPower} * 10^{(\text{Gmax-Vdisc})/10} * 4) / (\text{MPE} * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the FCC MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
TxPower	=	maximum net power into antenna sector, in milliwatts, a function of the number of channels per sector, the transmitter power per channel, and line loss
$10^{(\text{Gmax-Vdisc})/10}$	=	numeric equivalent of the relative antenna gain in the direction of interest downward toward ground level
4	=	factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ($2^2 = 4$)
MPE	=	FCC general population MPE limit
R	=	straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are normally performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2, below.

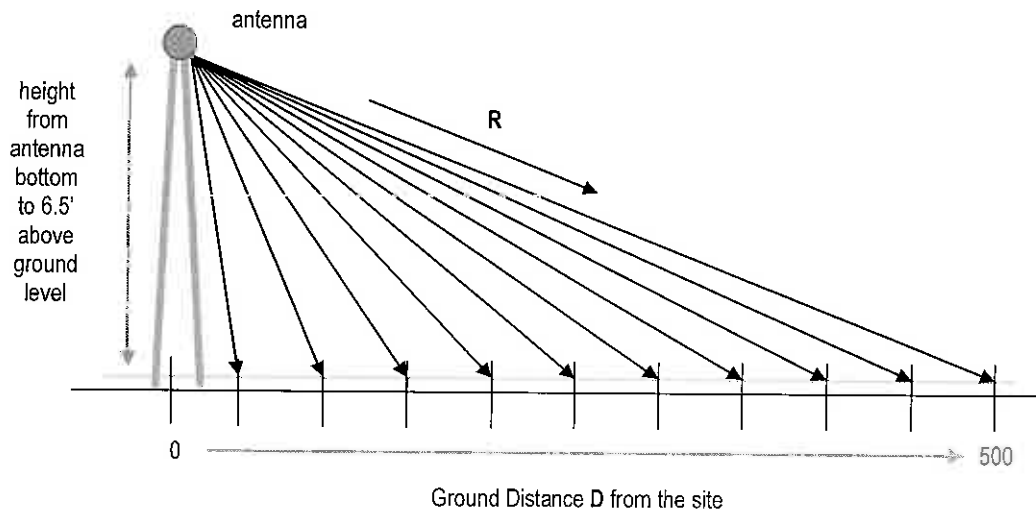


Figure 2. Street-level MPE% Calculation Geometry

It is popularly thought that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antennas. Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low and always in compliance.

FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point away from the site, an MPE% calculation is made for each antenna operation, including the individual components of dual-

band operations. Then, at each point, the sum of the individual MPE% contributions is compared to 100 percent, where the latter figure serves as a normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as “total MPE%”, and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the limit and represent non-compliance and a need to take action to mitigate the RF levels. If all results are below 100 percent, that indicates compliance with the federal regulations on controlling exposure.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum RF power – i.e., with the maximum number of channels and the maximum transmitter power per channel.
2. The power-attenuation effects of any shadowing or visual obstruction to a line-of-sight path from the antennas to the points of interest at ground level are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6’6” human and performing the calculations from the bottom (rather than the centerline) of the antenna.
4. The potential RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a “perfect” field reflection from the intervening ground.

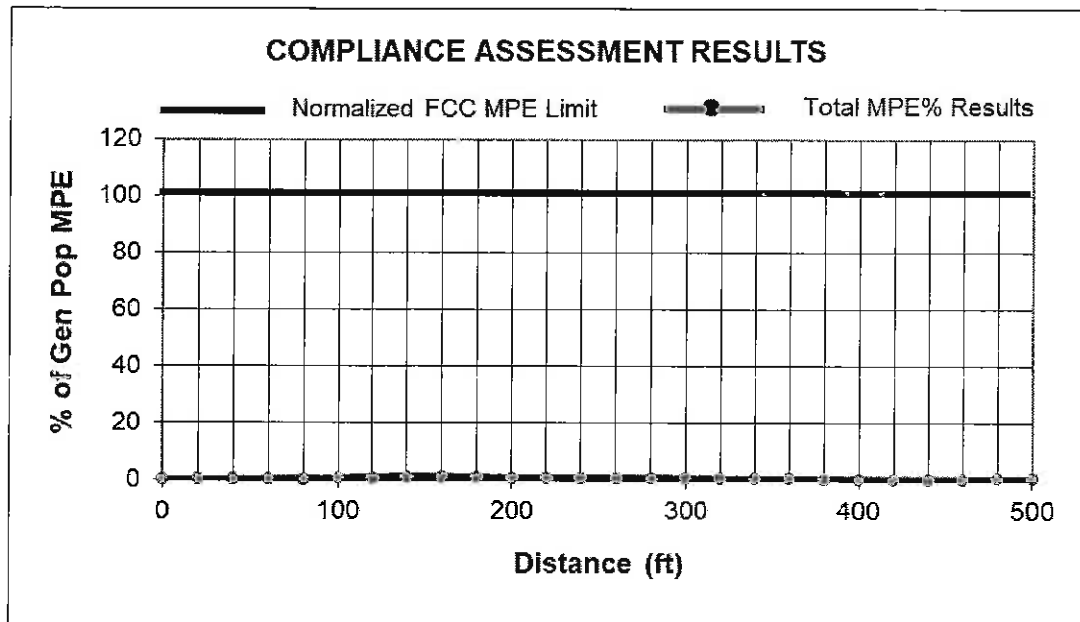
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the RF levels that will actually occur – and the purpose of this conservatism is to allow “safe-side” conclusions about compliance with the MPE limit.

The table on the following page provides the results of the MPE% calculations for each operator, with the worst-case overall result highlighted in bold in the last column.

Ground Distance (ft)	Verizon MPE%	AT&T MPE%	Sprint MPE%	T-Mobile MPE%	Total MPE%
0	0.0198	0.0454	0.0211	0.0045	0.0908
20	0.0227	0.0427	0.0107	0.0075	0.0836
40	0.0328	0.0877	0.0098	0.0828	0.2131
60	0.0497	0.1355	0.0137	0.0767	0.2756
80	0.0674	0.1728	0.0303	0.0988	0.3693
100	0.0965	0.2217	0.0437	0.1962	0.5581
120	0.0964	0.2922	0.0510	0.4535	0.8931
140	0.0733	0.5237	0.0487	0.5726	1.2183
160	0.1314	0.5886	0.0573	0.3435	1.1208
180	0.2109	0.5179	0.1138	0.1235	0.9661
200	0.2444	0.4636	0.1226	0.0844	0.9150
220	0.2955	0.4382	0.0652	0.0897	0.8886
240	0.3512	0.4308	0.0342	0.0706	0.8868
260	0.3958	0.3586	0.0276	0.0508	0.8328
280	0.3735	0.2280	0.0367	0.0787	0.7169
300	0.3258	0.1521	0.0508	0.1234	0.6521
320	0.2403	0.1454	0.0538	0.1840	0.6235
340	0.1881	0.1499	0.0681	0.2032	0.6093
360	0.1449	0.1492	0.0688	0.1814	0.5443
380	0.1079	0.1389	0.0591	0.1293	0.4352
400	0.0788	0.1304	0.0391	0.0838	0.3321
420	0.0606	0.1474	0.0358	0.0623	0.3061
440	0.0505	0.1353	0.0173	0.0866	0.2897
460	0.0563	0.1939	0.0118	0.0797	0.3417
480	0.0521	0.2969	0.0232	0.1340	0.5062
500	0.0784	0.2750	0.0215	0.1241	0.4990

As indicated, the overall worst-case calculated result is 1.2183 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance, particularly given the significant conservatism incorporated in the analysis.

A graph of the overall calculation results, shown on the next page, provides perhaps a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation shows an obviously clear, consistent margin to the FCC MPE limit.



Compliance Conclusion

The FCC MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and completely safe.

The conservatively calculated maximum RF effect at street level from the assumed worst-case collocation of as many as four wireless carriers is 1.2183 percent of the FCC general population MPE limit. In other words, even with an extremely conservative analysis intended to dramatically overstate the RF effects of any wireless collocation scenario at the site, the calculated worst-case RF level is still more than 80 times below the FCC MPE limit.

The results of the calculations indicate clear compliance with the FCC regulations and the related MPE limit, even for a worst-case collocation scenario. Because of the conservative calculation methodology and operational assumptions applied in this analysis, the RF levels actually caused by any more realistic collocation of

antennas at this site would be even less significant than the calculation results here indicate, and compliance would be achieved by an even larger margin.

CERTIFICATION

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



Daniel J. Collins
Chief Technical Officer
Pinnacle Telecom Group, LLC

4/11/19

Date

Appendix A. Background on the FCC MPE Limit

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

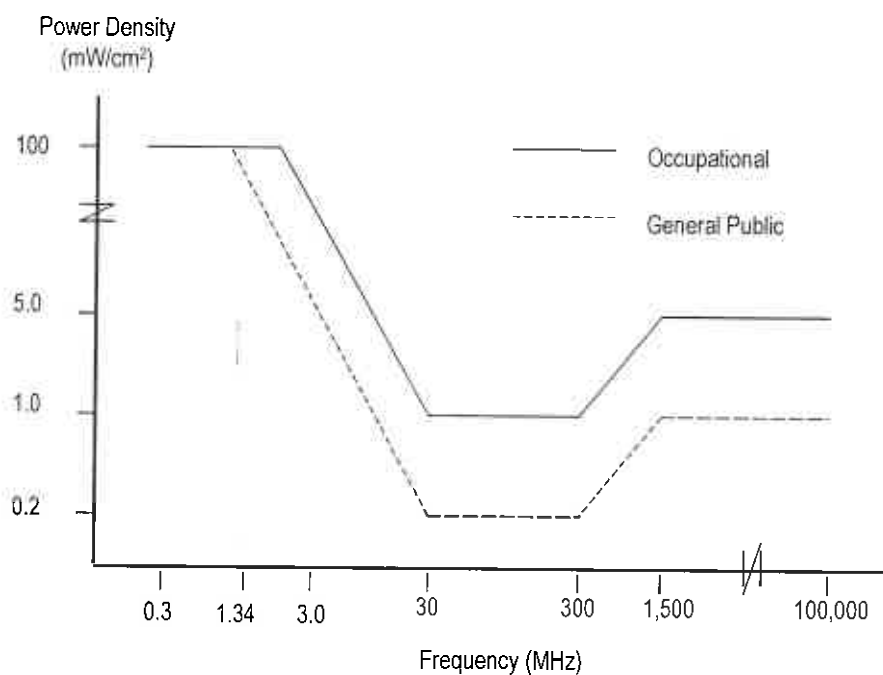
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm²). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm² reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm ²)	General Public Exposure (mW/cm ²)
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
30 - 300	1.0	0.2
300 - 1,500	$F / 300$	$F / 1500$
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC "categorically excludes" all "non-building-mounted" wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations "are deemed, individually and cumulatively, to have no significant effect on the human environment". The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they're mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

FCC References on RF Compliance

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, "Questions and Answers About Biological Effects and Potential Hazards of RF Radiation", edition 4, August 1999.

Appendix B. SUMMARY of EXPERT QUALIFICATIONS

Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC

Synopsis:	<ul style="list-style-type: none"> • 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure • Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997 • Has provided testimony as an RF compliance expert more than 1,500 times since 1997 • Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC
Education:	<ul style="list-style-type: none"> • B.E.E., City College of New York (Sch. Of Eng.), 1971 • M.B.A., 1982, Fairleigh Dickinson University, 1982 • Bronx High School of Science, 1966
Current Responsibilities:	<ul style="list-style-type: none"> • Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation
Prior Experience:	<ul style="list-style-type: none"> • Edwards & Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99 • Bellcore (a Bell Labs offshoot after AT&T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96 • AT&T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83 • AT&T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77
Specific RF Safety / Compliance Experience:	<ul style="list-style-type: none"> • Involved in RF exposure matters since 1972 • Have had lead corporate responsibility for RF safety and compliance at AT&T, Bellcore, Edwards & Kelcey, and PTG • While at AT&T, helped develop the mathematical models for calculating RF exposure levels • Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms
Other Background:	<ul style="list-style-type: none"> • Author, <i>Microwave System Engineering</i> (AT&T, 1974) • Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993) • National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991 • Have published more than 35 articles in industry magazines

LANE APPRAISALS, INC.

Real Estate Valuation Consultants

EDWARD J. FERRARONE, MAI
PAUL A. ALFIERI, III, MAI
STEVEN BAMBACE
JOSEPH P. SIMINSKY
LORI COADY

178 MYRTLE BOULEVARD
LARCHMONT, NEW YORK 10538
914-834-1400
FAX 914-834-1380

E Mail : lane.app@verizon.net

JOHN W. LANE, MAI (1907-1993)

April 30, 2019

Members of the Planning Board
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

Re: Proposed Wireless Telecommunications Facility
254 Croton Falls Road, Mahopac, NY

Dear Members of the Planning Board:

We are in receipt of comments from the Town of Carmel Town Planner, dated April 10, 2019 ("Carmel Letter"), in connection with the proposed public utility wireless telecommunications facility ("Facility") by Homeland Towers, LLC ("Homeland") at 254 Croton Falls Road, Mahopac, New York ("Property"). The Carmel Letter states that it is in response to Lane Appraisals Inc.'s March 19, 2019 report ("Lane Report"), previously submitted to this Planning Board.

The Lane Report analyzed property values near cell towers in similar areas to the Property. Based upon such data, the Lane Report concluded that the proposed Facility will not result in the diminution of property values or reduce the marketability of properties in the immediate area. New York courts have upheld our analyses in connection with wireless facilities in locations throughout the state (similar to the Facility), finding that they present substantial evidence to establish that these facilities will not reduce the value of nearby property. *See, e.g., Sprint Spectrum LP v. Cestone*, N.Y.L.J. 2/5/01 p. 21 (S.D.N.Y. 2001); *T-Mobile Northeast LLC v. Town of Ramapo*, 701 F.Supp.2d 446, 463 (S.D.N.Y. 2009); *Orange County-Poughkeepsie Limited Partnership v. Town of East Fishkill*, 61 Communications Reg. (P & F) 1433, 2015 WL 409260 (S.D. N.Y. 2015).

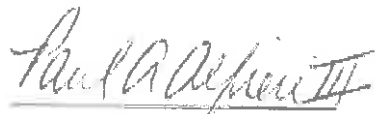
Importantly, reports from Lane Appraisals are not influenced by guess work or unsupported opinions. Our firm's method is to obtain the sale price of neighborhood homes ((i) those with a view of an existing cell tower, and (ii) those without a view of the cell tower) in the same neighborhood a/k/a geographic area, during a limited period of time, and compare price per square foot with regard to same. Sales are obtained from the local Multiple Listing Service and from the NYS sales recording service, and they are plotted on a map. The neighborhood is visited, mostly in the fall and winter, and properties are visited to ascertain if the tower can or can not be seen from the property. Our basis for comparison is a winter view from the property not necessarily the dwelling. Google Earth and topographical maps are used to judge topography and sight lines. In rare cases, these resources are used to reasonably judge if a property can or can not see a tower, if the property driveway extends a distance from the street.

In the Lane Report, I analyzed numerous properties both with and without a view of a cell tower. The large number of comparables and the average they provide negates the need to account for the smaller differences. Simply put, because the sample size is larger, the minor differences tend to average themselves out. Moreover, as noted above, the comparables for each of the existing cell towers reviewed in the Lane Report are from a small geographical area, specifically, near an existing cell tower, which also limits the differences in amenities that are likely to exist. Homes within the same geographical area a/k/a neighborhood, tend to have similar characteristics/amenities, further negating the need to seek out and adjust for minor differences.

Our firm's method also negates the possibility that the samples were cherry picked to conveniently support a theory. The large sample size of homes that are within the same small geographic area (near an existing cell tower) and sold during a finite amount of time, limits the pool of comparables to choose from, negating any ability to "cherry pick" to support a theory. We included virtually all sales within an area during a certain time period, excepting only sales of non-typical dwellings such as uninhabited dwellings, tear downs or of estate quality property out of the area norm.

In conclusion, the Lane Report uses actual data from known properties near cell towers sold on specific dates to demonstrate that sales within sight of a tower facility fall within similar average price per square foot ranges as other sales in the neighborhood, and that there has not been a diminution of the value due to the construction of similar facilities in the Putnam County area. The Lane Report is based on accepted methodology and includes the underlying data. The Lane Report provides substantial evidence to sustain its finding that "the installation, presence, and/or operation of the proposed Facility will not result in diminution of property values or reduce the marketability of properties in the immediate area."

Sincerely,

A handwritten signature in dark ink, reading "Paul A. Alfieri III". The signature is fluid and cursive, with the last name "Alfieri" being more prominent.

Paul A. Alfieri III, MAI
Certified General Appraiser
State of New York #46-9780
April 30, 2019

QUALIFICATIONS OF APPRAISER

QUALIFICATIONS

PAUL A. ALFIERI, III, MAI

Senior Appraiser
Lane Appraisals, Inc.
178 Myrtle Boulevard
Larchmont, New York 10538

PROFESSIONAL DESIGNATIONS

MAI - Member of the Appraisal Institute - #12165

Certified General Appraiser

State of New York #46000009780

Accredited New York State Department of Transportation, Right of Way Appraiser

GENERAL EDUCATION

St. Lawrence University

Canton, New York

B. A. - 1984

PROFESSIONAL APPRAISAL EDUCATION

The Appraisal Institute -

#1A-1	- Fall, 1985	- Appraisal Principles
# 8-2	- Spring, 1985	- Residential Valuation
#1A-2	- Fall, 1986	- Basic Valuation
#1B-A	- Spring, 1989	- Capitalization Theory and Techniques - A
# SPP	- Summer 1989	- Standards of Professional Practice
#1B-B	- Fall, 1989	- Capitalization Theory and Techniques - B
# 2-1	- Spring 1990	- Case Studies in Real Estate Valuation
# 2-2	- Summer 1991	- Report Writing and Valuation Analysis
# 520	- Winter 1994	- Advanced Highest and Best Use and Market Analysis
# 320	- Spring 1994	- General Applications
# 530	- Summer 1994	- Advanced Sales Comparison and Cost Approaches
# SPP A	- Fall, 1994	- Standards of Professional Practice (USPAP) - A
# SPP B	- Fall, 1994	- Standards of Professional Practice (Ethics) - B
# SPP C	- Fall, 1999	- Standards of Professional Practice (USPAP/Ethics) - C
	- Summer 2003	- Standards of Professional Practice (USPAP/Ethics) - 15 Hr
# 710	- Fall 2004	- Condemnation Appraising: Principals and Applications
	- Summer 2007	- Evaluating Commercial Construction
	- Fall 2007	- Small Hotel and Motel Valuation
	- Summer 2008	- Convenience Store Valuation
	- Winter 2008	- Apartment Valuation
	- Winter 2008	- Subdivision Valuation
	- Spring 2011	- Litigation Skills for the Appraiser
	- Winter 2012	- Residential and General Appraisal Curriculum Overview
	- Spring 2012	- IRS Valuation Webinar
	- Winter 2013	- Business Ethics
	- Spring 2013	- International Valuation Standards
	- Fall 2013	- Analyzing Operating Expenses
	- Fall 2013	- Rates & Ratios: Making Sense of GIMs, OARs & DCFs
	- Fall 2014	- Right-Of-Way Easements; Case Studies Webinar
	- Fall 2015	- Contamination and the Valuation Process
	- Summer 2017	- Uniform Appraisal Standards for Federal Land Acquisitions
	- Winter 2018	- Eminent Domain and Condemnation

QUALIFIED AS AN EXPERT IN REAL ESTATE VALUATION

US Bankruptcy Court

New York State Supreme Court

New York State Court of Claims

Since 1984, engaged exclusively in appraising real estate. Assignments include:

Single family homes, condominiums, cooperative apartments, two to six family dwellings, rental apartment buildings, cooperative apartment buildings, condominium complexes, Section 8, Section 236 (Mitchell Lama) and HUD apartment projects, nursing care and life care communities, senior living facilities, public buildings, municipal properties, parks, hotels, industrial buildings, gas and service stations, auto dealerships, office buildings, retail and wholesale facilities, regional and neighborhood shopping centers, estates, marinas, country clubs, golf courses, sub-divisions, easements, encroachments, air rights and vacant parcels for purposes of finance, purchase, sale, gift tax, estate tax, divorce, bankruptcy, condemnation, tax certiorari proceedings, internal and estate planning, Right-of-Way analysis, gas pipeline expansion, HUD Rent Comparability Study, and New York State Equalization Rate challenges.

Primary professional territory comprises Westchester, Putnam, Dutchess, Rockland, Orange, Ulster, Sullivan, Greene, Bronx, Queens, Kings (Brooklyn), Richmond (Staten Island) and New York (Manhattan) Counties in New York, and Fairfield and New Haven Counties in Connecticut.

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
APPRAISALS COMPLETED FOR

New York State Supreme Court
State of New York, Office of General Svcs
State of New York, Dept of Transportation
State of New York Office of Parks,
Recreation & Historic Preservation
State of New York, Office of Mental
Retardation and Developmental Disabilities
State of New York, Office of Mental Health
Bureau of Housing Development & Support
County of Westchester
County of Putnam, Dept. of Finance
County of Rockland, Dept. of Finance
City of Mount Vernon
City of New Rochelle
City of Yonkers
City of Rye
City of Peekskill
City of White Plains
Town of Bedford
Town of Carmel
Town of Greenburgh
Town of Ossining
Town of Pelham
Town of Lewisboro
Town of New Castle
Town of Patterson
Town of Putnam Valley
Town of Harrison
Town of Mt. Pleasant
Town of Rye
Town of Southeast
Town of Scarsdale
Town of Blooming Grove
Village of Ardsley
Village of Croton-on-Hudson
Village of Dobbs Ferry
Village of Harrison
Village of Mamaroneck
Village of Larchmont
Village of Ossining
Village of Pelham Manor
Village of Irvington
Village of Elmsford
Village of Pelham
Village of Port Chester
Village of Scarsdale
Village of South Blooming Grove
Brewster Central School District
Town of Greenburgh Department of
Community Dvlpmnt and Conservation
State of New York, Business Dvlpmnt Corp.
Empire State Certified Development Corp.
U.S. Small Business Administration
Statewide Zone Capital Corp.
Yonkers, New Main St. Redevelopment Corp.

Environmental Protection Agency
Dormitory Authority of the State of NY
Mount Vernon Hospital
St. Josephs Medical Center
St. Vincents Hospital Westchester
St. Agnes Hospital
Phelps Memorial Hospital Corp.
White Plains Medical Center
The Burke Rehabilitation Hospital
The Seabury Wilson Home
The March of Dimes
The United Way of Westchester
The Salvation Army
The Congregation of Jehovah's Witnesses
LDS Church
Good Shepard Presbyterian Church
Hudson River Presbyterian Church
St. Johns Lutheran Church
Zion AME Baptist Church
Shiloh Baptist Church
Valhalla United Methodist Church
Missionary Church Investment Foundation
Corporation of the Presiding Bishop of the
Church of Jesus Christ of Latter-Day Saints
Retirement Living Services
Hebrew Hospital Home Foundation, Inc.
Beth Abraham Health Services
Schnurmacher Nursing Home
Saint Michael's Home for the Aged
Jewish Board of Family & Children's Svcs
Board of Cooperative Educational Services
(BOCES)
YM+YVHA of Southern Westchester
YMCA of Central & Northern Westchester
YMCA of Mt. Vernon
Tarrytown YMCA
New Rochelle YMCA
Iona College
The Windward School
The Berkley School
Pace Business School
Mid Westchester Elks Club
Westchester Interfaith Council
Westhab
Innovations for Community Advancement
The Masonic Guild of Port Chester
Planned Parenthood of Westchester and
Rockland, Inc.
Westchester Land Trust
Westchester Joint Water Works
National Development Council
Legal Services of the Hudson Valley
The Institute for Justice
Putnam Community Foundation
Community Builders

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APPRAISAL EXPERIENCE
APPRAISALS COMPLETED FOR

MBIA Insurance Company
Metropolitan Life
Principal Mutual Life Insurance Co.
Guardian Insurance Company
GDC Development Corp.
Capelli Enterprises
APEX Development Compnay
Urstadt Biddle Properties
Jones, Lang, Wooten
Halpern Enterprises
Forest City Daly Housing Corp.
Mack Cali
Colliers Int'l Valuation & Advisory Services
Industrial Heater Corp.
Sunoco
Barrier Oil Company
Castle Oil
Motiva Enterprises
Neptune Moving Company
Toyota
Toyota Financial Services
Pepe Auto Group
Alfredo's Foreign Cars
Soundview Chevrolet
Westchester Chrysler Plymouth
Pace Honda
Rye Ford Subaru
Acura of Westchester
Willow Motors
Heart Kia
Heart Ford
Mallory Kotzen Tires
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Swanson Boat Transport Co.
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Nichols Boatyard
McMichael Boating Center
Glen Island Yacht Club
West Harbor Yacht Services, Inc.
Tax Assessment Experts
Consumers Union
Combe Inc.
USTA National Tennis Center
Ticor Title Guarantee Co.
Security Mutual Life Insurance Co. of NY
The Community Builders

Reichhold Chemical
Leroy Pharmacies
Ciba Geigy
Akzo Nobel, Inc.
Quick Quality Restaurants
Mutual Biscuit Company
Imperial Yacht Club
Manursing Island Club
Glen Island Yacht Club Inc.
Willow Ridge Country Club
Beckwith Point Beach and Tennis Club
PCC Real Estate, Inc. (A Penn Central Co.)
Pepsico.
Store 24
The Great Atlantic and Pacific Tea Co.
ShopRite Supermarket Inc.
New York Telephone
Plaza Materials Company
Transpo Industries
Suburban Carting Company
Dunham Paint Company
Landauer Metropolitan Medical
The Chapson Corporation
Robert Martin Rosedale Corporation
Otto Brehm
Neri Bakery
Tork Time Clock
Liberty Lines Bus Company
General Motors
Teledyne, Inc.
Verizon Wireless
Prodigy
Kenneth Cole
Purdue Frederick Company
Rostenberg-Doern Company
Houlihan-Parnes
Strategic Resources Corporation
Flynn Burner
Continental Hosts
Lifetime Fitness Co.
CSX Railroad/CSX Realty Corp.
Spectra Energy/Algonquin Gas
Zipjack Industry
Cugine Foods
Quick Quality Restaurants
Hudson Valley Resorts

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
FINANCIAL INSTITUTIONS

Abacus Federal Savings Bank
American Savings Bank
America's Christian Credit Union
Apple Savings
Anchor Savings Bank
Allstate Appraisal Services
Algemene Bank of Netherlands
Alliance Bank
Alliance Funding
A-1 Preferred Mortgage
Anchor Equities, Ltd.
BNC National Bank
BMC Capital
Beacon Financial
Banco Popular
Bankers Trust Company
Bank of America
Bank Leumi
Bank of New York
Barclay's Bank of New York
Business Loan Express
Carver Federal Savings Bank
The Chase Manhattan Bank, N.A.
Chemical Bank
Century Capital Corporation
Columbia Equities, Ltd.
Consumer Capital Corporation
Central Federal Bank
Chase Bank
Chemical Bank
The Chase Manhattan Bank, N.A.
Citibank, N.A.
Cititrust
City and Suburban Federal Savings Bank
Crossland Savings Bank
Comfed Savings Bank
Commonwealth Mortgage Company
Community Mutual Savings Bank
Community Preservation Corporation
Conamero Development Corporation
Condo Plus
Consortium Financial
Countrywide Funding Corporation
Country Bank
Crossway Capital, Ltd.
Customers Bank
Dime Savings Bank
Dollar Dry Dock Savings Bank
DuPont Mortgage Corporation

Eagle Funding
Eastchester Savings Bank
Eastern Savings Bank
Educational and Governmental Employees
Credit Union
Edison Funding
Emigrant Savings Bank
Empire Financial Corporation
Empbanque Capital Corporation
Empire of America
Ensign Bank
Equity Mortgage
Equity Stars
Exchange Mortgage Corporation
Express Equity
Family Financial
The First Boston Corporation
FDIC
First Boston Mortgage Center
First Fidelity
First Northern
First National Mortgage and Finance Co.
First National Bank of North Tarrytown
First Union Corporation
Fleet Bank
Florida Capital Management
Four Star Funding
Foremost Funding
Full Service Funding
Gibraltar Money Center
Goldstar Resources
Goldome
GM Wolkenberg, Inc.
Green Park Financial
Heartland Bank
Heritage Funding
Holme Capital
Homequity
Home Funding
Home Mortgage
Home Savings Bank
Houlihan Lawrence Financial
Hudson United Bank
Hudson Valley National Bank
IBM Relocation
Intercounty
Investors Mortgage

PAUL A. ALFIERI, III, MAI
APPRAISAL EXPERIENCE
FINANCIAL INSTITUTIONS

J P Morgan Chase
Kadillac Funding, Ltd.
LaJolla Bank
Larchmont Federal S & L Association
Lehman Brothers Bank
Love Funding
Mahopac National Bank
Mansfield Mortgage
Marine Midland Bank
Medallion Funding Corporation
Meritor Credit Corporation
Merrill Lynch Mortgage
Merrill Lynch Relocation
Metro Bank
Metropolitan Fundin
Midlantic Mortgage Corporation
The Money Store
The Mortgage Center
Mutual Bank
Nazarene Credit Union
National Cooperative Bank
National Westminster Bank U. S. A.
New York Community Bank
New York National Bank
Omega Funding Group
People's Mortgage
Peoples Westchester Savings Bank
PMI Mortgage Insurance Company
Preferred Mortgage
Prudential Mortgage Company
Putnam County National Bank

Real Estate Recovery, Inc.
Resolution Trust Company
Resource Funding
Roosevelt Savings Bank
Scarsdale National Bank
Seacoast Mortgage
Signature Bank
Society for Savings
Sound Federal Savings & Loan Association
Statewide Zone Capital Corp.
Tarrytown and North Tarrytown Savings
& Loan Association
TD Bank
Tompkins Trust
Tremont Federal Savings & Loan Assoc.
UBS Warburg Real Estate
Ulster Saving Bank
Union State Bank
United Northern Federal Savings Bank
USA Bank
U.S. Mortgage
Village Savings Bank
Wachovia Corporation
Washington Federal S & L Association
Welcome Home Realty
Wells Fargo
Westfair Funding Corporation
Westchester Bank
Westchester Federal Savings Bank
Williamsburgh Savings Bank

UNIQUE ID NUMBER

46000009780

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY

Control
No.

106049

**PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R. E. APPRAISERS.**

EFFECTIVE DATE

MO. DAY YR.
03 01 18

**ALFIERI PAUL A III
C/O LANE APPRAISALS INC
178 MYRTLE BLVD
LARCHMONT, NY 10538**

EXPIRATION DATE

MO. DAY YR.
02 29 20

**HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R. E. GENERAL APPRAISER**

In Witness Whereof, The Department of State has caused
its official seal to be hereunto affixed

**ROSSANA ROSADO
SECRETARY OF STATE**



HOMELAND TOWERS

May 8, 2019

Honorable Chairman
and Members of the Planning Board
Town of Carmel Town Hall
60 McAlpin Avenue
Mahopac, NY 10541

RE: Application for site plan and special permit approval for
Lake Casse: 254 Croton falls Road (NY056 Lake Casse)
Response to Comments

Dear Honorable Chairman and Members of the Planning Board:

Please find as follows the response to the comments from Richard J. Franzetti's, PE Town Engineer comment memo dated April 9th, 2019 (the response is in red after each referenced comment):

Franzetti Memo:

Comment #16: Provide how electric will be provided to site and identify the easement right if any to cross other properties with utilities.

The applicant conducted a title review on both the private parcel (Michael and Emily Barile) and City of New York lands. Utility rights across the Barile property (Access parcel) in favor of Richard Diehl was granted and recorded on 10/10/15 in Book 1995, Page 157 of the Putnam County Records. Utility Access rights to cross over lands of the City of New York for purpose of ingress and egress to Croton Falls Road were granted and recorded in Book 9, Page 429 of Supreme Court Orders. (See attached deeds).

Comment # 22: Additional information should be provided as to deeded access rights to this property as it traverses over private and NYCDEP properties.

The applicant conducted a title review on both the private parcel (Michael and Emily Barile) and City of New York lands. Access easement and grant of use across the Barile property (Access Parcel) in favor of Richard Diehl was granted and recorded on 9/21/2015 in Book 1990, Page 488 of the Putnam County records. Access rights to cross over lands of the City of New York for purpose of ingress and egress to Croton Falls Road were granted and recorded in Book 9, Page 429 of Supreme Court Orders. Title is clear on both parcels with no restrictions for ingress/egress and utilities. (See attached deeds).



HOMELAND TOWERS

Should you have any questions, please do not hesitate to contact me at 203-297-6345.

Sincerely,

Raymond Vergati, Homeland Towers

VESTING DEEDS



Michael C Bartolotti, County Clerk

Putnam County Office Building
40 Glenside Avenue Room 100
Carmel, New York 10512

ACS-00000000369356-00000000742787-006

Endorsement Page

Document # 1502428 Drawer # 04 Recorded Date: 10/20/2015
 Document Type: DEED COM OR VACANT Book 1993 Page 444 Recorded Time: 3:28:31 PM
 Document Page Count: 6 Receipt # 16825

PRESENTER:

SPAIN & SPAIN PC
671 ROUTE 6

MAHOPAC, NY 10541

RETURN TO:

SPAIN & SPAIN PC
671 ROUTE 6

MAHOPAC, NY 10541

PARTIES

GRANTOR

RICHARD J DIEHL

GRANTEE

RICHARD J DIEHL

FEE DETAILS

1502428		
DEED COM OR VACANT	6	50.00
TP-584	1	5.00
CULTURAL EDUCATION		15.00
RP-5217 COMMERCIAL		250.00
RECORD MANAGEMENT		5.00
PROCESSING FEE	1	1.00

AMOUNT FOR THIS DOCUMENT: 326.00

REIT # 000000529

RESERVED FOR CERTIFICATION

THIS DOCUMENT WAS EXAMINED PURSUANT TO §315
REAL PROPERTY LAW

EXEMPTIONS

RESERVED FOR CLERKS NOTES

Michael C. Bartolotti
Putnam County Clerk

**BARGAIN AND SALE DEED, WITH COVENANT AGAINST GRANTOR'S
ACTS — INDIVIDUAL OR CORPORATION (SINGLE SHEET)**

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

THIS INDENTURE, made the 5th day of February, in the year 2015

BETWEEN

RICHARD J. DIEHL
residing at 250 Croton Falls Road, Mahopac, NY 10541
party of the first part, and

RICHARD J. DIEHL AND ROSEMARIE DIEHL, Husband & Wife
residing at 250 Croton Falls Road, Mahopac, NY 10541
party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

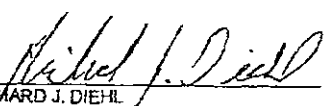
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;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

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

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

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

IN PRESENCE OF:


RICHARD J. DIEHL

SCHEDULE "A"

ALL that certain parcel of land situate, lying and being in the Town of Carmel, Putnam County, State of New York, bounded and described as follows:

BEGINNING at the northwesterly corner of the premises herein described at the junction of the lands of M. Campbell Lorini and Margaret R. Lorini, his wife, and lands now or formerly of Edward Dwyer and lands now or formerly of Archie Swanson;

running thence along said lands now or formerly of Archie Swanson and along stone walls the following courses and distances:

South 86° 19' 50" East 115.64 feet;
South 73° 57' 20" East 40.16 feet;
South 88° 50' 30" East 84.12 feet;
South 84° 03' 40" East 69.57 feet;
North 89° 26' 00" East 60.80 feet;
North 78° 47' 40" East 54.03 feet;
North 79° 02' 20" East 203.51 feet;
North 82° 16' 20" East 104.85 feet;
South 77° 00' 20" East 141.42 feet;
South 44° 29' 50" East 56.36 feet;
South 44° 15' 50" East 225.24 feet;
South 56° 50' 40" East 92.33 feet;
South 56° 35' 50" East 88.64 feet and
South 62° 49' 40" East 16.86 feet to lands now or formerly of Williams Estate;

running thence along said lands now or formerly of Williams Estate and along a stone wall the following courses and distances:

South 12° 46' 30" West 85.93 feet;
South 37° 18' 30" West 49.66 feet;
South 44° 24' 30" West 232.93 feet;
South 40° 00' 00" West 94.12 feet;
South 43° 10' 40" West 169.08 feet to a corner;

SCHEDULE "A"

~~from 1204 to 1202~~ along said lands of Williams Estate and along stone walls along said lands of Williams Estate and along stone walls South 47° 35' 10" East 57.97 feet;
South 69° 30' 40" East 198.56 feet and South 70° 15' 10" East 29.01 feet;

continuing thence along said land of Williams Estate and along a rail fence South 69° 01' 30" East 139.12 feet and South 68° 36' 50" East 35.98 feet to a corner;

continuing thence along said lands of Williams Estate and along stone walls south 33° 15' 30" West 171.23 feet;

North 56° 00' 30" West 37.03 feet;
South 41° 00' 30" West 30.48 feet;
South 28° 59' 50" West 29.50 feet and
South 30° 22' 10" West 153.69 feet to land now or formerly of Pauline Bulmar;

running thence along said land of Bulmar and along stone walls the following courses and distances:

North 74° 01' 00" West 124.93 feet;
North 78° 45' 50" West 45.17 feet;
North 75° 50' 50" West 189.76 feet to a corner;

continuing thence along said land of Bulmar and along stone walls the following courses and distances:

South 2° 41' 00" West 12.81 feet;
South 16° 43' 50" West 84.06 feet;
South 20° 20' 30" West 94.07 feet to land now or formerly of E. Welch;

running thence along said land of E. Welch and along stone walls the following courses and distances:

North 75° 21' 00" West 88.17 feet;
North 77° 48' 50" West 21.79 feet;
North 74° 43' 40" West 111.23 feet;
North 62° 55' 40" West 15.16 feet;
North 42° 45' 00" West 16.21 feet and
North 76° 14' 20" West 121.49 feet to land now or formerly of Vredenburg;

SCHEDULE "A"

running thence along said land now or formerly of Vredenburg and along stone walls the following courses and distances:

North 76° 54' 10" West 186.24 feet;
North 76° 44' 10" West 70.17 feet and
North 76° 00' 30" West 100 feet more or less to other lands now or formerly of Lorini at the intersection of a stone wall;

running thence along said stone wall and along other lands now or formerly of Lorini the following courses and distances:

North 18° East 652 feet;
South 89° West 40 feet;
North 2° East 200 feet;
North 86° West 70 feet;
North 2° West 335 feet to land now or formerly of Dwyer;

running thence along land now or formerly of Dwyer and along a stone wall due North 15.60 feet to the point or place of BEGINNING.

BEING the same premises conveyed to the parties of the first part by deed dated September 19, 1985, and recorded on October 11, 1985 in the Putnam County Clerk's Office in Liber 868 page 227; and by deed to DIKRAN V. SIMIDIAN dated July 11, 1988 and recorded on August 5, 1988 in the Putnam County Clerk's Office in Liber 1022 page 40. Said premises is known and designated as Town of Carmel Tax Map Number (Old) - Section 159, Block 1, Lot 27.1; and Town of Carmel Tax Map Number (New) - Section 65.19, Block 1, Lot 43.

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York County of Putnam, ss:

On the 5th day of February, in the year 2015, before me the undersigned, personally appeared Richard J. Diehl personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Bonnie N. Feinzig

BONNIE N. FEINZIG
NOTARY PUBLIC, State of New York
No. 4585780
Qualified in Putnam County
Commission Expires 5/26/17

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of _____ County of _____, ss:

On the _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of _____ County of _____, ss:

On the _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____ 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) (she) (they) reside(s) in _____; that (he) (she) (they) know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed (his) (her) (their) name(s) as a witness thereto.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

* State of _____ County of _____, ss:
* (or insert District of Columbia, Territory, Possession or Foreign Country)

On the _____ day of _____, in the year 20____, before me the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country or other place the acknowledgment was taken).

BARGAIN AND SALE DEED WITH COVENANT

Title No.

OXEHL To DIEHL

Section: 65.19

Block: 1

Lot: 43

County or Town: Putnam/Carmel

RETURN BY MAIL TO

Spain & Spain, P.C.

671 Route Six, Mahopac, NY 10541

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

FOR COUNTY USE ONLY

C1. SWS Code 37.200.0
 C2. Date Deed Recorded 10/20/15
 C3. Book 1199.3 CA. Page 444



New York State Department of
 Taxation and Finance
 Office of Real Property Tax Services
RP-5217-PDF
 Real Property Transfer Report (RP-10)

PROPERTY INFORMATION

1. Property Location Croton Falls Road
 * STREET NUMBER * STREET NAME
Carmel 10541
 * CITY OR TOWN * ZIP CODE
 2. Buyer Name Diehl Richard J.
 * LAST NAME/COMPANY * FIRST NAME
Diehl Rosemarie
 * LAST NAME/COMPANY * FIRST NAME
 3. Tax Billing Address Diehl Richard J. & Rosemarie
 Indicate where future Tax Bills are to be sent: Diehl Richard J. & Rosemarie
 if other than buyer address (at bottom of form) * LAST NAME/COMPANY * FIRST NAME
P.O. Box 865 Baldwin Place NY 10505
 * STREET NUMBER AND NAME * CITY OR TOWN * STATE * ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel (Only if Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists ☐
 4B. Subdivision Approval was Required for Transfer ☐
 4C. Parcel Approved for Subdivision with Map Provided ☐
 5. Deed Property Size X * FRONT FEET * DEPTH OR 26.57 * ACRES
 6. Seller Name Diehl Richard, J.
 * LAST NAME/COMPANY * FIRST NAME
 * LAST NAME/COMPANY * FIRST NAME

7. Select the description which most accurately describes the use of the property at the time of sale:

C. Residential Vacant Land

Check the boxes below as they apply:
 8. Ownership Type is Condominium ☐
 9. New Construction on a Vacant Land ☐
 10A. Property Located within an Agricultural District ☐
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date 02/05/2015
 * 12. Date of Sale/Transfer 02/05/2015
 * 13. Full Sale Price 0.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Check one or more of these conditions as applicable to transfer:
☒ A. Sale Between Relatives or Former Relatives
☒ B. Sale between Related Companies or Partners in Business
☒ C. One of the Buyers is also a Seller
☐ D. Buyer or Seller is Government Agency or Lending Institution
☐ E. Deed Type not Warranty or Bargain and Sale (Specify Below)
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
☐ G. Significant Change in Property Between Transfer Status and Sale Dates
☐ H. Sale of Business is Included as Sale Price
☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)
☐ J. None

Comment(s) on Condition:

14. Indicate the value of personal property included in the sale 0.00

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken (YY) 14 * 17. Total Assessed Value 50,000
 * 18. Property Class 311 * 19. School District Name Mahopac
 * 20. Tax Map Identifier(s) (Roll Identifier(s)) (If more than four, attach sheet with additional Identifier(s))
65.19-1-43

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct to the best of my knowledge and belief, and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

Richard J. Diehl
 SELLER SIGNATURE DATE

BUYER SIGNATURE

Rosemarie Diehl
 BUYER SIGNATURE DATE

BUYER CONTACT INFORMATION




(Enter information for the buyer. Note: If buyer is LLC, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, give a name and correct information of an individual responsible party who can answer questions regarding the transfer must be entered. Type as printed clearly.)

Diehl Richard J. & Rosemarie
 * LAST NAME * FIRST NAME
(845) 628-0542
 * AREA CODE * TELEPHONE NUMBER (DO NOT WRITE)

250 Croton Falls Road
 * STREET NUMBER * STREET NAME
Mahopac NY 10541
 * CITY OR TOWN * STATE * ZIP CODE

BUYER'S ATTORNEY

Spain & Spain, P.C.
 * LAST NAME * FIRST NAME
(845) 628-5900
 * AREA CODE * TELEPHONE NUMBER (DO NOT WRITE)

 <p>Michael C Bartolotti, County Clerk Putnam County Office Building 40 Glenside Avenue Room 100 Carmel, New York 10512</p>		 <p>ACS-000000000393185-000000000777288-006</p>	
Endorsement Page			
Document # 1502826		Drawer # 02	Recorded Date: 10/26/2016
Document Type: DEED		Book 2027	Page 1
Document Page Count: 6		Receipt # 17421	Recorded Time: 3:20:09 PM
PRESENTER: MAJOR ABSTRACT CORP 1110 ROUTE 55 SUITE 205 LAGRANGEVILLE, NY 12540		RETURN TO: HERODES & MOLE PC 888 ROUTE 6 M, NY 10541	
PARTIES			
GRANTOR RICHARD DIEHL		GRANTEE MICHAEL BARILE	
FEE DETAILS Consideration: \$790,000.00 1502826 DEED 6 50.00 FP-584 1 5.00 CULTURAL EDUCATION 15.00 RECORD MANAGEMENT 5.00 RP-5217 RESID/AGRIC 125.00 TRANSFER TAX 3,160.00 PROCESSING FEE 1 1.00 AMOUNT FOR THIS DOCUMENT: 3,361.00 RETT # 000000697		RESERVED FOR CERTIFICATION	
THIS DOCUMENT WAS EXAMINED PURSUANT TO §315 REAL PROPERTY LAW  Michael C. Bartolotti Putnam County Clerk		EXEMPTIONS	
		RESERVED FOR CLERKS NOTES	

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

THIS INDENTURE, made the 18th day of OCTOBER 2015

BETWEEN

Richard Diehl and Rosemarie Diehl
250 Croton Falls Road
Mahopac, NY 10541

party of the first part, and

Michael Barile *and* *as joint tenants with rights of survivorship*
Emily Barile
888 Route 6, Mahopac, NY 10541

party of the second part,

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

dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Town of Carmel County of Putnam, State of New York, commonly known as 250 Croton Falls Road, Mahopac, New York, designated on the tax map of the Town of Carmel as Section 65.19 Block 1 and Lot 42, and being more particularly described on Schedule "A" annexed hereto.

Being and intended to be the same premises as conveyed to the party of the first part by deed dated October 26, 2011 and recorded on December 14, 2011 in the Putnam County Clerk's Office in Liber 1888 Page 183.

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

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

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

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

IN PRESENCE OF:


Richard Diehl


Rosemarie Diehl

Schedule A Description

Title Number MAC-10520

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly line of the lands of the City of New York, at the Intersection of the premises herein described, and the southwesterly corner of the lands of Vredenburg, said point of beginning being indicated by a cross on a stone wall;

THENCE along the land of the City of New York and the face of a stone wall the following courses and distances:

North 44° 28' 00" West 265.81 feet; North 43° 32' 50" West 13.93 feet; North 44° 25' 10" West 97.87 feet; North 34° 21' 30" West 88.07 feet; North 34° 33' 00" West 140.35 feet to the East side of the land of Butironi and a wire fence;

THENCE along said land and along wire fence North 12° 44' 20" East 184.13 feet; North 11° 46' 30" East 220.54 feet; North 12° 07' 10" East 66.69 feet;

THENCE still along said land and along a stone wall North 11° 50' 40" East 58.96 feet, to a corner and a stone wall;

THENCE still along the land of Butironi and a stone wall North 75° 41' 20" West 167.09 feet to a corner;

THENCE still along the land of Butironi and a stone wall North 13° 32' 30" East 47.83 feet; North 6° 36' 30" East 143.35 feet; North 00° 54' 20" East 101.11 feet to the South side of the land of Edward Dwyer and a stone wall;

THENCE along the Lands of Edward Dwyer and a stone wall North 64° 46' 40" East 30.51 feet; North 73° 58' 30" East 19.56 feet; North 84° 32' 00" East 330.70 feet; North 84° 18' 30" East 228.93 feet;

THENCE along lands heretofore conveyed by Lorini to Bruen by deed recorded in the Putnam County Clerk's Office in Liber 227 cp 448, along a stone wall, South 4° 20' East 114.91 feet; South 00° 9' East 66.96 feet; South 7° 06' East 51.69 feet; South 4° 41' West 104.21 feet; South 84° 42' East 71.34 feet; South 13° 38' West 30.09 feet; South 8° 11' East 20.60 feet; South 6° 56' West 34.31 feet; South 3° 56' West 27.50 feet; South 00° 17' West 14.20 feet; South 6° 50' West 68.67 feet; South 77° 07' East 49.93 feet; South 18° 29' West 146.64 feet; South 17° 27' West 145.06 feet; South 18° 16' West 208.95 feet; and South 15° 36' West 146.17 feet to a point in the line of land now or formerly of Vredenburg;

THENCE along said line of lands now or formerly of Vredenburg North 76° 00' 30" West 23.48 feet to a nail in the root of an 18 inch elm;

THENCE still along said lands now or formerly of Vredenburg South 19° 45' 10" West 235.24 feet to a cross cut in a stone wall marking the northeasterly line of lands of the City of New York and the point of BEGINNING.

Continued On Next Page

Schedule A Description - continued

Title Number MAC-10520

Page 2

Said premises also being described as shown on a survey dated 10/11/2016 made by Robert E. Baxter as follows:

BEING all that certain plot, piece or parcel of land, situate, lying and being in the Town of Carmel, County of Putnam, State of New York, and more particularly described as follows:

BEGINNING at a point on the northeasterly line of lands of the City of New York acquired for the protection of Mud Pond Outlet, where the same is intersected by the division line between lands formerly of Ella E. Wright, now or formerly of Richard & Rosemarie Diehl, on the west and lands formerly of Orin S. & Mary I. Vredenburg, now or formerly of Forest Hills GBF, LLC on the east, as said division line was fixed by an agreement recorded in Liber 158, Page 443 of Deeds; said point of beginning further identified as being marked by an X-Cut on the northeasterly face of a stone wall along the northeasterly line of lands of City York;

Thence running from said point and place of beginning, along the northeasterly line of lands of the City of New York and the northeasterly face of a stone wall, N. 44°28'00" W. 265.81 feet, N. 43°32'50" W. 13.93 feet, N. 44°25'10" W. 97.87 feet, N. 34°21'30" W. 88.07 feet and N. 34°33'00" W. 140.35 feet to a point on the easterly line of lands now or formerly of Croton Falls Road Holding, LLC, as formerly marked by a wire fence (circa 1930) referenced in Liber 158, Page 440 of Deeds;

Thence turning and running along the easterly line of lands now or formerly of Croton Falls Road Holding, LLC and the former lines of a wire fence, N. 12°44'20" E. 184.13 feet, N. 11°46'30" E. 220.54 feet and N. 12°07'10" E. 66.69 feet to the beginning of a stone wall;

Thence continuing along said lands of Croton Falls Road Holding, LLC, along a stone wall, N. 11°50'40" E. 58.96 feet to an intersecting stone wall; thence turning and continuing along said lands, along a stone wall, N. 75°41'20" W. 167.09 feet to an intersecting stone wall and the easterly line of lands now or formerly of Frederick L. Swanson, Jr. & Donna M. Swanson;

Thence turning and running along the easterly lines of said lands now or formerly of Swanson, generally on or along a stone wall, N. 13°32'30" E. 47.83 feet, N. 6°36'30" E. 143.35 feet, N. 0°54'20" E. 101.11 feet, N. 64°46'40" E. 30.51 feet and N. 73°58'30" E. 19.56 feet to the southwesterly corner of lands designated as Lot 1 on a certain map entitled "Subdivision Plat prepared for Weber Hill Estates", filed in the Putnam County Clerk's Office on August 4, 1994 as Map No. 2619;

Thence running along the southerly lines of Lot 1 and Lot 2 shown on said Filed Map No. 2619, generally on or along a stone wall, N. 84°32'00" E. 330.70 feet and N. 84°18'30" E. 228.93 feet to a point on the westerly line of lands now or

Continued On Next Page

Schedule A Description - continued

Title Number MAC-10520

Page 3

formerly of Richard Diehl & Rosemarie Diehl as intended to be described in Liber 1993, Page 444;

Thence turning and running along said westerly line of said lands now of formerly of Richard Diehl & Rosemarie Diehl, generally on or along the mean line of an irregular stone wall or the remains thereof, S. 4°20'00" E. 114.91 feet, S.

0°09'00" E. 66.96 feet, S. 0°43'30" W. 155.16 feet,

S. 84°42'00" E. 71.34 feet, S. 13°38'00" W. 30.09 feet, S. 8°11'00" E. 20.60 feet,

S. 6°56'00" W. 34.31 feet, S. 3°56'00" W. 27.50 feet, S. 0°17'00" W. 14.20 feet,

S. 6°50'00" W. 68.67 feet,

S. 77°07'00" E. 49.93 feet, S. 18°29'00" W. 146.64 feet, S. 17°27'00" W. 145.06

feet, S. 18°16'00" W. 208.95 feet and S. 15°36'00" W. 146.17 feet to a point on the northerly line of formerly of lands formerly of Vredenburg, now or formerly of Forest Hills GBF, LLC;

Thence turning and running along the northerly and westerly lines of said lands now or formerly of Forest Hills GBF, LLC, N. 76°00'30" W. 23.48 feet and S. 19°45'10" W. 235.24 feet to the X-Cut found at the northeasterly face of the stone wall on the northeasterly line of lands of the City of New York and the point and place of BEGINNING.

FOR CONVEYANCING ONLY, NOT TO BE INSURED:

TOGETHER with the appurtenant non-exclusive right to use the existing 20 ft. wide Right of Way across lands of the City of New York as originally granted to Ella E. Wright in Liber 9, Page 429 of Supreme Court Orders; said Right of Way leading northeasterly from Croton Falls Road to the lands formerly of Ella E. Wright, now owned in two separate adjoining parcels by Richard Diehl & Rosemarie Diehl. ✓

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Putnam

ss:

State of New York, County of Putnam

ss:

On the 18 day of October in the year 2016
before me, the undersigned, personally appeared

Richard Diehl

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

On the 18 day of October in the year 2016
before me, the undersigned, personally appeared

Rosemarie Diehl

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s), or the person upon behalf of which
the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

ERIC GILLMAN
NOTARY PUBLIC, STATE OF NEW YORK
01G6017794
QUAL. DUTCHESS CTY.
COMM EXP 12/21/20 18

(signature and office of individual taking acknowledgment)

ERIC GILLMAN
NOTARY PUBLIC, STATE OF NEW YORK
01G6017794
QUAL. DUTCHESS CTY.
COMM EXP 12/21/20 18

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year

before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision)

in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

DISTRICT

SECTION 65.19

BLOCK 1

LCT 42

COUNTY OR TOWN Putnam County

STREET ADDRESS 250 Croton Falls Road
Mahopac, NY 10541

Recorded at Request of
THE JUDICIAL TITLE INSURANCE AGENCY LLC

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by
THE JUDICIAL TITLE INSURANCE AGENCY LLC
550 MAMARONECK AVENUE
HARRISON, NY 10528
914-381-6700 • 800-281-TITLE

Herodes and Mole, PC
888 Route 6
Mahopac, NY 10541

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

C3. Book

C4. Page

INSTRUCTIONS(RP-5217-PDF-INS): www.ops.state.ny.us

New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (RP10)

PROPERTY INFORMATION

1. Property Location 250 Croton Fall Road
 STREET NUMBER STREET NAME
 Mahopac Carmel VILLAGE 10541
 CITY OR TOWN ZIP CODE

2. Buyer Name Barile Michael
 LAST NAME COMPANY FIRST NAME
 Barile Emily
 LAST NAME COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bids are to be sent
 If other than Buyer address (at bottom of form) LAST NAME COMPANY FIRST NAME
 STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel (Only if Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists ☐
 4B. Subdivision Approval was Required for Transfer ☐
 4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size FRONT FEET X DEPTH OR 15.00 ACRES

6. Seller Name Diehl Richard
 LAST NAME COMPANY FIRST NAME
 Diehl Rosemarie
 LAST NAME COMPANY FIRST NAME

7. Select the description which most accurately describes the use of the property at the time of sale:
 B. 2 or 3 Family Residential ☐
 Check the boxes below as they apply:
 8. Ownership Type is Condominium ☐
 9. New Construction on a Vacant Land ☐
 10A. Property Located within an Agricultural District ☐
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date 10/12/2016
 12. Date of Sale/Transfer 10/18/2016
 13. Full Sale Price 790,000.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- ☐ A. Sale Between Relatives or Former Relatives
☐ B. Sale between Related Companies or Partners in Business
☐ C. One of the Buyers is also a Seller
☐ D. Buyer or Seller is Government Agency or Lending Institution
☐ E. Dead Type not Warranty or Bargain and Sale (Specify Below)
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)
☐ G. Significant Change in Property Between Taxable Status and Sale Dates
☐ H. Sale of Business is Included in Sale Price
☒ I. Other Unusual Factors Affecting Sale Price (Specify Below)
☒ J. None

Comment(s) on Condition:

14. Indicate the value of personal property included in the sale 0.00

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

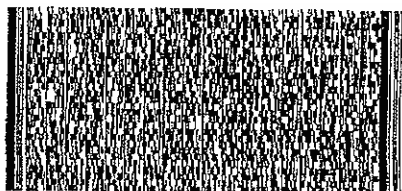
16. Year of Assessment Roll from which information taken(YR) 16 *17. Total Assessed Value 675,000
 *18. Property Class 220 *19. School District Name Mahopac
 *20. Tax Map Identifier(s) Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))
 65.19-1-42

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statements or material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE 10/18/16
 Diehl Diehl Rosemarie Diehl
 SELLER SIGNATURE DATE

BUYER SIGNATURE
 Michael Barile 10-18-16
 Buyer Signature DATE
 Emily Barile as agent



BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

Emily Michael
 LAST NAME FIRST NAME
 CITY CODE TELEPHONE NUMBER (EX. 516-555-1234)
 250 Croton Falls Road
 STREET NUMBER STREET NAME
 Mahopac NY 10541
 CITY OR TOWN STATE ZIP CODE
 BUYER'S ATTORNEY
 Herodes Jennifer M.
 LAST NAME FIRST NAME
 (845) 628-1100
 AREA CODE TELEPHONE NUMBER (EX. 845-555-1234)

(\$125.00) Dollars, made for this interest on said parcel and that he makes this affidavit for the purpose of obtaining the payment to him of the award made for said interest in this proceeding.

Sworn to before me this
19th day of September 1902.

Geo. H. Bedwin
Notary Public
Chester County,
Pa. filed in Putnam County.
Recorded Sep. 19, 1902.

Mostenier C. Debbins.

at 10. am.

J. M. Debbins

Relieve:

This Suburban made the 22 day of September one thousand nine hundred & two between Henry Credenburgh, manager of Canal, Putnam County New York party of the first part, and The City of New York party of the second part, witnesses as follows:-

Whereas, pursuant to Chapter 445 of the Laws of 1897 and the amendments thereof, the Commissioners of Public Works of the City of New York, instituted proceedings to acquire certain real estate in the Town of Canaan, Putnam County New York, for the sanitary protection of the water supply of the said City, which proceeding is commonly known as the "Mapache Proceeding";

Whereas, the petition in said proceeding having been filed in Putnam County Clerk's Office on November 11th 1897, Commissioners of Appraisal were duly appointed on November 27, 1897 and took & filed their oaths of office as required by law

Whereas, such proceedings were had before the said Commissioners that on the second day of November 1899, the said Commissioners made their Joint Separate Report which report was filed in the office of the County Clerk of Putnam County on November 6, 1899, and duly confirmed by an order granted January 6, 1900, filed in said Clerk's Office May 28, 1900, and a certified copy thereof recorded in said Clerk's Office August 31, 1900 in Book number nine Supreme

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Court Orders at page 393
And
Whereas it has been found and determined that said Henry Friedburgh fathers were entitled to and should receive the sum of Two thousand five hundred and seventy five Dollars in full compensation for the acquisition by the party of the second part of the lot of Parcel No 54 in paid proceedings and in full satisfaction of all damages sustained or which may be sustained by the owner or owners of said parcels interested in said parcel by reason of the acquisition, use and occupation by the City of New York of said parcel.
Now therefore the party of the first part in consideration of the sum of Two thousand five hundred and seventy five (\$2,575) dollars, the receipt whereof is hereby acknowledged doth hereby grant and release and convey to the City of New York its successors and assigns forever.

All that tract of parcel of land situated in the Town of Carmel Putnam County New York designated and described in the petition in said proceeding as in the said report and order confirming said report as Parcel No 54 to which reference is hereby made for a particular description of said parcel and also releasing the said party of the second part of and from any and all damages sustained or which may be sustained by reason of such acquisition of said parcel.

In witness whereof the party of the first part has hereunto set his hand and seal the day before first above written.

Samuel Anderson
Henry Friedburgh R.S.

Notary of New York
County of Putnam

On this 7th day of September 1902 before me personally came Henry Friedburgh known to me & known to be the individual described in and who executed the foregoing instrument and thereupon acknowledged that he executed the same.

Recorded Sep 27, 1902
at 10 am
J. M. [Signature]
Notary Public

Release.

This Indenture, made the 2 day of May. One thousand nine hundred and two
Bureau Lucelia Green of Carmel Putnam
County New York party of the first part and The City
of New York party of the second part. Witnesseth as follows
Whereas, pursuant to Chapter 445 of the Laws of 1877 and
the acts amendatory thereof, the Commissioners of Public Works
of the City of New York, instituted proceedings to acquire
certain real estate in the town of Carmel Putnam County,
New York, for the sanitation, protection of the water supply
of the said City, which proceeding is commonly known
as the Mahopac Proceedings.

Whereas the petition in said proceeding having been
filed in Putnam County Clerk's Office on November 11th 1897
Commissioners of Appraisal were duly appointed on Novem-
ber 27th 1897 and took & filed their oaths of office as
required by law.

Whereas such proceedings were had before the said Com-
missioners that on the eleventh day of May 1900 the said
Commissioners made their Report and Appraise Report which
report was filed in the office of the County Clerk of Put-
nam County May 17th 1900, & duly confirmed by app. order
granted August 17th 1900 filed in said Clerk's Office August
31st 1900 and a certified copy thereof recorded in said Clerk's
office on September 18th 1900, in Liber Number Nine
of Supreme Court Orders at page 427.

Whereas, it has been found and determined that said Lucelia
Green was entitled to and should receive the sum of Eight
thousand five hundred dollars in full compensation
for the acquisition by the party of the second part of
the fee of Parcel No 23 in said proceedings and in full
satisfaction of all damages sustained for which may
be sustained by the owner or owners of said persons
interested in said parcel by reason of the acquisition
thereof and occupation by the City of New York
of said parcel.

Now Therefore, the party of the first part in con-
sideration of the sum of Eight thousand five hundred
(\$8500) Dollars, the receipt whereof is hereby acknowl-
edged, doth hereby grant, release & convey to the City
of New York its successors and assigns forever.

All that tract or parcel of land situate in the

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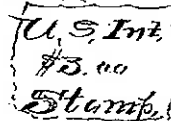
Town of Carmel, Putnam County, New York, designated & described in the petition in said proceedings & in the said report & order concerning said report as Parcel No. 73 to which reference is hereby made for a particular description of said parcel and also reserving the said party of the second part of and from said parcel and all damages sustained on which said parcel is claimed by reason of such acquisition of said parcel.

* Reserving the rights of any and all parties to said parcel as described in said report & order concerning said report to the persons & for the purposes therein stated to which report & order reference is hereby made. & the statements herein contained as to said rights of way are to be considered as part of this instrument.

Reserving however the right to present & prosecute any claim for interest on the above herein which may legally exist in favor of the party receiving this award.

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

In presence of
Geo. C. Anderson.



Lucilia J. Green, L.S.

State of New York } ss:
County of Putnam

That this 2^d day of May 1902 before me personally came Lucilia J. Green to me known and known to be the individual described in and who executed the foregoing instrument and she acknowledged that she executed the same.

Recorded May 7. 1902
at 12 M.

W. H. Mason, Deput.

Geo. C. Anderson
Notary Public

of the holder of said mortgage and has not assigned or conveyed any interest in any part of said award.

That this affidavit is made for the purpose of procuring the payment of said award to her

Subscribed before me this
2 day of May, 1902

Clayton Ryden

Notary Public

Elizabeth X. Neil.
name

Recorded May 7, 1902
at 11. M.

Wm. Ryden

Release:-

This Indenture, made the second day of May. One
Thousand Nine hundred and two.

Between Mary Elwright wife of Oscar Wright of Carmel,
Putnam County, New York, party of the first part, and
The City of New York, party of the second part:-
Witnesseth the Deed:

Whereas pursuant to Chapter 445 of the Laws of 1899
and the acts amendatory thereof the Commissioners of Public
Works of the City of New York instituted proceedings to as-
quire certain real estate in the Town of Carmel, Putnam
County, New York for the sanitary protection of the water
supply of the said City which proceeding is commonly
known as the Malapka Proceeding:

Whereas the petition in said proceeding having been filed
in Putnam County Clerk's Office on November 11th 1897, Commis-
sioners of Appraisal were duly appointed on November 22, 1897,
and have filed their rolls of office as required by Law, and

Whereas such proceedings were had before the said
Commissioners that on the second day of November 1899
the said Commissioners made their Final Appraised Report
which report was filed in the office of the County Clerk of
Putnam County on November 6th 1899 & duly confirmed
by an order granted January 6th 1900, filed in said
County Office May 18th 1900 and a Certified Copy thereof
recorded in said County Office August 31st 1900 in
Liberty Number Nine of said file Court Book at page 393

Whereas it has been found & determined that said
Mary Elwright was entitled to and should receive the sum

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of three thousand five hundred (\$3,500) dollars in full compensation for the acquisition by the party of the present and part of the parcel Parcel No 22 in said proceedings and in full satisfaction of all damages sustained or which may be sustained by the owner or owners of said parcels interested in said parcel by reason of the acquisition and occupation by the City of New York of said parcel.

Now therefore the party of the first part in consideration of the sum of three thousand five hundred (\$3,500) dollars, the receipt whereof is hereby acknowledged doth hereby grant, release and convey to the City of New York its successors and assigns forever;

All that tract or parcel of land situate in the Town of Carmel, Putnam County, New York designated & described in the petition in said proceedings in the said report of order confirming said report as Parcel No 22 to which reference is hereby made for a particular description of said parcel and also releasing the said party of the present and part of and from any and all damages sustained by reason of such acquisition of said parcel.

Reserving however the right to present and prosecute any claim for interest on the award hereby which may legally exist in favor of the party receiving this award.

In witness whereof the party of the first part hath hereunto set her hand and seal the day and year first above written.

Delivered & Delivered

In the presence of

Geo. H. Baldwin

U.S. In 21
\$1.00
Stamp

Mary Ell Wright. L.S.

State of New York } ss:
County of Putnam

On this second day of May 1902 before me personally came Mary Ell Wright to me known and known to be the individual described in and who executed the foregoing instrument and she acknowledged that she executed the same.

Recorded May 22, 1902.

at 12. M.

[Signature]
Notary Public

Geo. H. Baldwin
Notary Public Westchester Co.
Cert. filed in Putnam Co.

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Clerk's Office May 28th 1900, and a certified copy thereof recorded in said Clerk's Office August 21st 1900, in Division Numbering of Supreme Court Orders at page 398. And whereas, it has been found and determined that said Elizabeth Neil & others, were entitled to and should receive the sum of Thirteen Hundred (\$1300) Dollars in full compensation for the acquisition by the party of the second part of the fee of Parcel No. 121 in said proceedings, their full satisfaction of all damages, sustained or which may be sustained by the owner or owners of the persons interested in said parcel by reason of the acquisition, use and occupation by the City of New York of said parcel.

Now therefore the parties of the first part in consideration of the sum of One thousand three hundred dollars the receipt whereof is hereby acknowledged do hereby grant, release and convey to the City of New York its successors and assigns forever:

All that lot or parcel of land situate in the Town of Carmel, Putnam County, New York, designated & described in the petition in said proceedings, in the said report of order confirming said report and Order No. 21 to which reference is hereby made for a particular description of said parcel and also releasing the said party of the second part of and from any and all damages sustained or which may be sustained by reason of such acquisition of said parcel.

Reserving, however, the right to present & prosecute any claim for interest on the amount herein which may legally exist in favor of the party receiving this award.

In witness whereof the parties of the first part have hereunto set their hands and seals the day & year first above written.

In the Presence of
Clayton K. der

Elizabeth Neil. L. S.
Lucilia Green. L. S.

State of New York }
County of Putnam }

On this 23rd day of May, 1902. before me personally came Elizabeth Neil & Lucilia Green, formerly known & known to be the individuals described in & who executed the foregoing instrument and severally acknowledged that they executed the same.

Recorded May 2, 1902.

at 12 m. J. H. H. H. H. H.

Geo. M. Baldwin
Notary Public, Putnam County.
Certified in Putnam County.

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office on November 6th 1899 and duly confirmed by an order of
the Court granted Jan. 6th 1900 and duly filed in said Clerk
Office subject to the interest of said Elizabeth Hanson on
said mortgage held by her and that defendant has not assigned
or conveyed any interest in said award and that he makes this
affidavit to secure the payment of said award to him.

Reverend before me this
26th day of April 1902.

Geo. C. Anderson
Notary Public
Recorded Apr 26. 1902
at 12.21.

Chester C. Hanson

My Comm. Expires

Release:-

This Indenture made the 26 day of April One thousand
Nine hundred and two.

Between Ella B. Wright of Carroll County Maryland New
York party of the first part and The City of New York party of
the second part. Witnesseth as Follows:-

Whereas pursuant to Chapter 45 of the Laws of 1877 and
the acts amendatory thereof the Commissioners of Public Works of the
City of New York instituted proceedings to acquire certain real
estate within the Town of Carroll County New York for the
sanitary protection of the water supply of the said City
which proceedings are commonly known as the Mangrove Proceedings.

Whereas the petition in said proceeding having been filed in
Carroll County Clerk's Office on November 11th 1897 Commissioners
of Appraiser were duly appointed on November 27 1897 and
have filed their oaths of office as required by law. And

Whereas such proceedings were had before the said Commissioners
that on the eleventh day of May 1900 the said Commissioners
made their Second Separate Report which report was filed in
the office of the County Clerk of Carroll County May 12th 1900
and duly confirmed by an order granted August 11th 1900 filed in
said Clerk's Office August 31st 1900 a certified copy thereof record-
ed in said Clerk's Office on September 18th 1900 in Book Num-
ber 219 of Supreme Court Orders page 427.

Whereas it has been found & determined that said Ella B. Wright
was entitled to & should receive the sum of Two thousand dollars
in full compensation for the acquisition by the party of the
second part of the fee of Parcel No 1 in said proceeding

and in full satisfaction of all damages sustained or which may be sustained by the owner or owners of persons interested in said parcel by reason of the acquisition, use and occupation by the City of New York of said parcel.

Now Therefore, the party of the first part in consideration of the sum of Two Thousand dollars, the receipt whereof is hereby acknowledged, does hereby grant, release and convey to the City of New York its successors and assigns forever,

All that tract or parcel of land situate in the Town of Canaan, Putnam County, New York, designated & described in the petition in said proceeding, and the said report & order confirming said report as Parcel No 19 to which reference is hereby made for particular description of said parcel and also releasing the said part of the second part of and from any and all damages sustained or which may be sustained by reason of such acquisition of said parcel.

* Reserving the right of way over a portion of said parcel as described in said report & other confirming said report to the persons and for the purposes therein stated to which report and order reference is hereby made and the statements therein contained as to said right of way are to be considered a part of this instrument.

Reserving however the right to prevent and prosecute any claim for interest on the award herein made in any way legally existing in favor of the party receiving this award.

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

In presence of
Geo E Anderson.

Ella E Wright. L.S.

State of New York }
County of Putnam }

On this 16 day of April 1902 before me personally came Ella E Wright to her residence & known to be the individual described in and who executed the foregoing instrument and she acknowledged that she executed the same.

Recorded Apr. 26, 1902.
at 12 M.

[Signature]
J. M. Dykes

Geo. E. Anderson
Notary Public

Supreme Court order

L. 9 p 8 427

At a Special Term of the Supreme Court
held in and for the Second Judicial Dis-
trict, at the Court House in Pough-
keepsie, Dutchess County, New York,
on the 11th day of August, 1906

Recent:

Wm. Henry A. Chase.

Justice.

See the Matter

The application of Debitage of Charles H. J. Collins, Commissioner of Public Works of the City of New York, and on behalf of and in the name of the Mayor, Aldermen and Commonalty of the City of New York, under Chapter 465 of the Laws of 1901 and the several acts amendatory thereof, to acquire certain real estate (as the term "real estate" is defined in said act) situate in the Bronx, County of Westchester and State of New York, for the purpose of maintaining and preserving the supply of pure and wholesome water for the use of said City and for the purpose of preventing the contamination or pollution of the water supply of said City.

On reading and filing the report of the Whigway
Jury & Verdict and Emerson H. Addison, Commissioner
appointed herein by an order of the Supreme Court
Madawa Special Remuneration held in and for the
Second Judicial District at the Court House, White
Plains Ill. on, November 27, 1897, which order was
entered in the office of the County Clerk of the County
of Jackson on the 30 day of December 1897. by
which order they were appointed Commissioners to
ascertain and appraise the compensation to be made
to the owners of the participants in the real estate
the bona real estate is defined in the 16 Section of Chap-
ter 440 of the Laws of 1877, proposed to be taken on
affected as set forth in the Petition herein and therein
specifically described as parcels Numbers 6, 7, 10, 13, 19
23, 25, 26, 27, 28, 29, 30, 31 and 32 which said pe-
tition was filed in the office of the County Clerk of the County

And on the 13 day of November 1892: the petitioner Charles H. Allen having been unable to agree with the owner or owners of such parcels of real estate, or with any of them, as to the sum to be paid for the acquisition or relinquishment of such real estate or of any right therein or interest therein.

And on reading and filing due proof of the service of a copy of said report with due notice that the same would be presented for confirmation at a special term of this Court to be held at this time and place upon the several parties or their attorneys to be affected by these proceedings, and it appearing from said report that having first been subscribed the oath prescribed by the Constitution which said oath of the said John M. Dixon, John J. Quillen and Emerson T. Allen was filed in the County Clerk's Office of Putnam County on the 8th day of January, 1892, a meeting was held at the same place hereinafter in the order of said and subsequently on various other days, pursuant to adjournment. That prior to taking of any evidence on the hearing of argument they did carefully view and examine the premises described in the petition and hear the proofs & allegations of those of the said parties claiming to own the said parcels or to be interested therein who have appeared before them the names of said parties being hereinafter specified, as set forth.

That the petitioners, taken by them with reference to said parcels and said real estate with the record of their proceedings was ordered to exhibit and submit a copy of which was presented with said report.

That in such testimony and record of proceedings as in their report the parcels of real estate proposed to be taken or affected by these proceedings and included in said order of the Court appointing them as such commissioners known and designated by the number on which the several parcels thereof were designated in the petition above referred to.

That after the taking of such testimony was closed they did, also being present and without any unnecessary delay, ascertain and determine the compensation which ought justly to be made by the said City of New York to the owners of such parcels of real estate persons interested therein: and further that in fixing the amount of such compensation they did not make any allowance or

deduction on account of any real or supposed benefits which the parties interested might derive from the acquisition of such real estate by the said City of New York.

That Mary P. Dulin individually and as trustee under the deed of Catherine Harwood Phillips, and also as trustee under the deed of Margaret Gouverneur Phillips and said Margaret Gouverneur Phillips individually and as trustee under the deed of Catherine Harwood Phillips, and also under the deed of Henry P. Dulin and Catherine Harwood Phillips, John F. Dulin and Mary Ethel Dulin individually and John A. Willitt Thomas a President of and trustee under the last Will and Testament of Margaret P. Moore, deceased, and also as Executor of and trustee under the last Will and Testament of Mary H. Gouverneur, deceased, and William Henry Holdman a guardian ad litem for Margaret M. Dulin and Harborton Gouverneur, infants, filed with you on June 30 1898, a claim for all the one undivided third part of all the mines or minerals in, upon or underneath the surface of the lands laid down on a plat or map in this proceeding and described in the petition herein and shown and designated on said maps as Parcels Nos 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 71.

On March 22, 1900, the following stipulation was entered into and filed with us:

Supreme Court.
Second Judicial District.

In the Matter
of

The Application and Petition of Charles H. J. Collins, Comptroller of Public Works of the City of New York, for and on behalf and in the name of Mayor Aldermen and Commonalty of the City of New York, under Chapter 445 of the Laws of 1877, and the several acts amendatory thereof to acquire certain real estate as the same real estate is depicted in said act, situate in the Town of Carroll County,

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of Putnam and State of New York for the purpose of ascertaining and preventing the stolen supply of pure and wholesome water for the city said City & for the purpose of preventing the contamination or pollution of the stolen supply of said City.

It is stipulated on behalf of the City represented by Mr. Ogden and the claimants represented by Messrs. Ogden & Anderson, Eugene B. Davis, H. P. Rath, W. Norton & Barrett, John J. Schlosberg, Committee of Anna B. Swanson, John Delbert Hagner and William Henry Haldane that if the award to be made by the Commission to the claimants herein as to the parcels below enumerated, there be awarded to Mary P. Seelin and others, claimant herein, represented by Messrs. Hagner and Haldane, the following sums, and in respect of parcels numbered as follows, respectively:

No 25.	Containing	2.331 acres	\$15.00
No 26	"	11.411 "	30.00
No 27	"	3.684 "	15.00
No 28	"	2.147 "	15.00
No 29	"	6.791 "	25.00
No 30	"	2.778 "	15.00
No 31.	"	6.634 "	25.00
No 32.	"	23.974 "	30.00
No 33a	"	8.273 "	20.00
No 33b	"	0.558 "	10.00
No 33c.	"	0.880 "	10.00
No 33d.	"	1.979 "	10.00
No 33 1/2.	"	2.893 "	10.00
No 35	"	12.437 "	30.00
No 37	"	0.643 "	10.00
No. 38	"	0.057 "	10.00
No. 39	"	0.056 "	10.00
No 40	"	0.109 "	10.00
No 41	"	0.101 "	10.00
No 42	"	0.150 "	10.00
No 43	"	0.226 "	10.00
No 44	"	0.547 "	10.00
No 45	"	0.611 "	10.00
No 46	"	0.315 "	10.00
No 47	"	1.081 "	10.00
No 48	"	1.127 "	10.00

No 49	Containing	0.283 acres	10.00
No 50	"	0.755 "	10.00
No 51	"	0.481 "	10.00
No 52	"	0.776 "	10.00
No 53	"	0.678 "	10.00
No 54	"	0.017 "	10.00
No 55	"	2.774 "	15.00
No 56	"	0.080 "	10.00
No 57	"	0.230 "	10.00
No 58	"	0.162 "	10.00
No 59	"	0.321 "	10.00
No 60	"	0.148 "	10.00
No 61	"	0.276 "	10.00
No 63	"	0.157 "	10.00
No 63	"	0.116 "	10.00
No 64	"	0.115 "	10.00
No 65	"	0.172 "	10.00
No 66	"	0.572 "	10.00
No 67	"	0.135 "	10.00
No 68	"	4.133 "	20.00
No 69	"	4.470 "	20.00

And also that in respect of all the parcels included in this proceeding taken in the aggregate. Mr. John A. Witt, Counsel, attorney, and of Counsel for Mary P. DeLigne and others, be allowed \$500 in full for his Counsel fees, costs, expenses and disbursements and that Mr. William Henry Haldane be allowed \$500 for his costs and Counsel fees, expenses and disbursements as guardian ad litem herein.

Now, after hearing John Whalen Corporation Counsel in favor of the confirmation of said report.

On motion of John Whalen Corporation Counsel, and neither of the attorneys so appearing opposing said motion it is

Ordered, that the report of the said Commissioners as to the compensation to be made as aforesaid to the owners of the several parcels of real estate heretofore mentioned and the persons interested therein be and it hereby is in all respects confirmed.

And it is further ordered that the amount of compensation fixed in the said report as to the said several parcels and also for payment to the several Counsel heretofore named be forthwith paid by the Comptroller of the City.

of New York to the sum mentioned therein in the manner hereinafter indicated - the description of the said parcels and property, the respective amounts of compensation payable in respect of the said several parcels of property, and the names of the persons to whom payment of such compensation shall or may be made, being as follows:

Parcel Number First.

All that certain lot, piece or parcel of land situate lying and being in the Town of Canaan, County of Dutchess, and State of New York bounded and described as follows:

Beginning at a point in the southerly boundary of Parcel No. 7 and running thence along the same the following courses and distances: South 59 degrees 41 minutes 10 seconds east 200.64 feet, South 60 degrees 11 minutes 20 seconds east 394.13 feet, South 66 degrees 30 minutes 20 seconds east 74.21 feet, South 54 degrees 18 minutes 20 seconds east 487.3 feet north 68 degrees 07 minutes 10 seconds east 42.94 feet, and South 37 degrees 25 minutes 10 seconds east 25.67 feet to the westerly boundary line of Parcel No. 5; thence along the same the following courses and distances: South 18 degrees 14 minutes east 14 feet, South 89 degrees 47 minutes 30 seconds east 22.14 feet, South 2 degrees 42 minutes 30 seconds west 35.78 feet, South 27 degrees 56 minutes east 169.11 feet, South 26 degrees 20 minutes east 229.4 feet, South 81 degrees 17 minutes east 6.41 feet, South 22 degrees 44 minutes 30 seconds east 16.12 feet, South 82 degrees 22 minutes west 52.93 feet and South 79 degrees 16 minutes 10 seconds west 89.63 feet to the northerly boundary line of Parcel No. 3; thence along the same South 71 degrees 39 minutes 10 seconds west 51.75 feet to the northerly boundary line of Parcel No. 4; thence along the same South 73 degrees 16 minutes 30 seconds west 175.64 feet, thence North 8 degrees 41 minutes 10 seconds west 8.5 feet, thence North 7 degrees 11 minutes 30 seconds west 215.1 feet, and thence North 37 degrees 35 minutes 30 seconds west 815.12 feet to the place of beginning: Containing 5200 acres.

To the owner or owners of said parcel and the person or persons interested therein as hereinafter set forth, or to the Mercantile Trust Company of the City of New York to the credit of such owner or owners, person or persons, shall be paid in the manner hereinafter prescribed as con-

or persons interested therein as hereinbefore set forth, or to the Mercantile Trust Company of the City of New York, to the credit of such bank, bankers, clerk or clerks shall be paid in the manner hereinbefore prescribed as consideration for the acquisition of the fee of the said premises by the City of New York and full satisfaction of all damages sustained or which may be sustained by such owner or owners and person or persons by reason of the acquisition, use or occupation by the said City of New York of the said parcel the sum of nine thousand nine hundred and fifty dollars (\$9,950).

Occar Canong of Carmel, Putnam County, claims to own the premises in fee.

Adrian W. Deane of the same place claims an interest therein as the holder of a mortgage.

John A. Deane of the same place claims an interest therein as the holder of a mortgage.

Nancy J. Deane, Charles W. Deane and of Carmel aforesaid, and Susan Dyke, may have or claim an interest in this parcel.

Charles W. Deane of South East Putnam County may have or claim an interest in this parcel.

The Town of Carmel claims an interest in this parcel as the holder of every Collector's Bonds.

The petitioners then say unable to ascertain the name and place of residence of all persons owning having or claiming to own or have estate or interest in or lien upon this parcel.

Playton Ryder and George E. Anderson appeared before said Commissioners as attorney and counsel for said owners.

Parcel Number Ninety.

All that certain lot piece or parcel of land situate lying and being in the Town of Carmel, County of Putnam and State of New York, bounded and described as follows:

Beginning at a point on the north side of a road leading from Lake Mahopac to Croton Falls and running thence along the east boundary line of Parcel No 21 north 8 degrees 6 minutes 50 seconds east 9453 feet and north 9 degrees 45 minutes 30 seconds east 1071 feet; thence south 37 degrees 2 minutes east 2297 feet; thence south 47 degrees 5 minutes 30 seconds east 3756 feet to the westerly boundary line of Parcel No 18; thence along the same south 18 degrees 31 minutes 10 seconds east

Parcel
19

141.99 feet, South 11 degrees 52 minutes 30 seconds east
 389.69 feet, and north 82 degrees 30 minutes 30 seconds
 west 432.8 feet to the north side of the before mentioned
 road; thence north 80 degrees 27 minutes 30 seconds east
 57.23 feet across the road; thence north 79 degrees 59
 minutes west 159.79 feet; thence north 43 degrees 27
 minutes west 386 feet to the boundary line of Parcel No 23;
 thence along the same the following courses of distances:
 North 6 degrees 30 minutes 40 seconds east 216.61 feet;
 South 74 degrees 19 minutes 20 seconds east 154.9 feet;
 North 14 degrees 11 minutes 40 seconds east 297.3 feet to
 the south side of the before mentioned road; thence north
 2 degrees 59 minutes 30 seconds east 53.83 feet and north
 14 degrees 11 minutes East 16 feet across the road to the
 place of beginning. Containing 8.078 acres, exclusive of
 school house property (Parcel No 20) Contained within
 the above described property.

Reserving to Eliza C. Wright the owner in fee of said
 parcel, or her assigns, pursuant to a stipulation made the
 9th day of November 1899. Between the Corporation
 Council and the owner for the said owner expressed
 in the records of the proceedings before said Commissioners
 the perpetual right to the use of the following des-
 cribed piece of land:

* North Side of Highway.

Beginning at a point on the purchase line of the City
 of New York, South 47 degrees 5 minutes 30 seconds east
 93 feet from beginning of said line; thence south 57 de-
 grees 59 minutes 30 seconds west 153 feet to the north
 side of highway leading to Lake Mahopae; thence along
 the same in an easterly direction twenty feet; thence
 north 57 degrees 59 minutes 30 seconds east 806 feet to the
 first mentioned line; thence along the said north 47 de-
 grees 5 minutes 30 seconds west 21 feet to the place of
 beginning.

* South Side of Highway.

Beginning at a point where the line between
 Parcels No 1 and 19 intersect the highway leading to
 Lake Mahopae; thence following said line north 79 de-
 grees 59 minutes west 159.79 feet to the purchase line of
 the City of New York; thence along said line north 14
 degrees 27 minutes west 35 feet; thence south 79 degrees
 59 minutes east 175 feet to the highway leading to
 Lake Mahopae; thence along said highway in a southerly

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direction 27 feet to the place of beginning. For the sole and
only purpose of a right of way to and from the land
owned by said owners at the time this proceeding was
commenced which shall be adjacent to said Parcel No 19 or
which was a part of the farm of land out of which
said Parcel No 19 is taken.

To the owner or owners of said parcel or the person or
persons interested therein as hereinafter set forth, or to
the Mercantile Trust Company of the City of New York
to the credit of such owner, owners, person or persons
shall be paid in the manner hereinafter prescribed in con-
sideration for the acquisition of the fee of said premises
by the City of New York and in full satisfaction of all
damages sustained or which may be sustained by such
owner or owners and person or persons by reason of the
acquisition, use or occupation by the City of New
York of the said parcel the sum of two thousand
dollars (\$2000).

Edw. Wright of the Town of Carmel, Pict-
nary County, Oregon to sign the premises in fee.

Edw. Wright of the same place as an inter-
est in this parcel as the holder of three mortgages.

Clayton Ryder and George C. Anderson appeared for
said Commissioners as attorney and Counsel for
said owner.

Parcel
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Parcel Number Twenty Three.

All that certain lot, piece or parcel of land situate lying
and being in the Town of Carmel, County of Pictnary and
State of New York bounded and described as follows:

Beginning at a point on the north side of a road leading
from Lake Mahopae to Croton Falls; thence running
along the same road south 78 degrees 7 minutes 50 seconds east
103.55 feet; thence north 53 degrees 30 minutes 30 sec-
onds east 404.51 feet; thence north 54 degrees 38 minutes
east 1,044.04 feet; thence south 42 degrees 17 minutes
east 81.28 feet to the center of a road leading from Croton
to Croton Falls; thence along the same road and the westerly
boundary line of Parcel No 24 south 15 degrees 0 min-
utes west 168.98 feet; thence along the northerly bound-
ary line of said parcel south 70 degrees 52 minutes 10 sec-
onds east 443 feet; thence south 67 degrees 2 minutes
east 267.04 feet to the westerly boundary line of Parcel
No 24; thence along the same road south 67 degrees 51 min-
utes 30 seconds west 181.65 feet to the northerly bound-

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of Parcel No 21; thence along the same north 61 degrees 13 minutes 30 seconds west 271.63 feet to the west boundary line of said parcel; thence along the same south 10 degrees 9 minutes 50 seconds west 84.74 feet and south 13 degrees 15 minutes west 218.18 feet to the center of the before-mentioned road leading from Laro Mahopae to Crofon Falls; thence along the same and the south line of said Parcel No 22 south 65 degrees 28 minutes east 122.70 feet south 73 degrees 30 minutes east 81.06 feet and south 79 degrees 28 minutes 20 seconds east 107.65 feet to the south boundary line of Parcel No 21. Thence along the same the following courses and distances: south 38 degrees 42 minutes east 21.36 feet south 31 degrees 23 minutes 20 seconds east 36 feet south 34 degrees 3 minutes east 136.68 feet and south 5 degrees 25 minutes 20 seconds west 27.2 feet to the west boundary line of Parcel No 19; thence along the same south 6 degrees 50 minutes 40 seconds west 216.61 feet thence north 42 degrees 27 minutes west 76.3 feet thence south 45 degrees 48 minutes west 668.28 feet to the west side of a road leading to Romers Center; thence south 45 degrees 2 minutes west 450.68 feet thence south 80 degrees 35 minutes west 379.53 feet thence north 71 degrees 18 minutes 30 seconds west 149.55 feet to the east boundary line of Parcel No 20; thence along the same the following courses and distances: north 63 degrees 27 minutes east 205.72 feet north 13 degrees 14 minutes 40 seconds east 186.74 feet north 13 degrees 33 minutes 10 seconds east 88.07 feet to the center of a road leading from Laro Mahopae to Crofon Falls; thence across said road and along the east boundary line of Parcel No 26 north 19 degrees 31 minutes 40 seconds east 2124 feet to the place of beginning, containing 36.615 acres.

Reserving to Lucilia St. Green, the owner in fee of said parcel or her assigns, pursuant to a stipulation made the 14th day of January 1901, between the Corporation Counsel and the Council for the said owner and printed in the record of the proceedings before said Commissioners, the perpetual right to the use of the following described piece of land:

North side of highway leading to Laro Mahopae, 40 feet east side of road to Griffith's Dining Room at a point on the purchase line of the City of New York south 32 degrees 2 minutes east 97 feet from the northern bound-

Reverse
of
Row 6

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any of this parcel: thence south 88 degrees 47 minutes west 308 feet to the eastern side of highway leading from Green's Corner to Crafts Station thence northerly along eastern side of said highway 22 feet thence north 88 degrees 47 minutes east 305 feet to the purchase line of said City thence along same south 37 degrees 7 minutes east 28 feet to the place of beginning.

South side of highway leading to Lane Mahopae and east of road leading south.

Beginning at a point on the purchase line of the City of New York south 48 degrees 42 minutes west 462 feet from the angle point at junction of roads leading to Mahopae and Crafts thence north 16 degrees 16 minutes east 340 feet to westerly side of highway leading to Lane Mahopae thence along said highway in an easterly direction 20 feet thence south 13 degrees 4 minutes west 309 feet to purchase line of said City thence along said line south 48 degrees 42 minutes west 35 feet to the place of beginning for the sole and only purpose of a right of way to said land owned by said owner at the time this proceeding was commenced which shall be appurtenant to said Parcel No 2391 which was a part of the parcel or parcel of land out of which said Parcel No 28 is derived.

Old road at Green's Corner formerly road to Lane Mahopae to remain as at present for use of right of way.

To the owner or owners of said parcel and the person or persons interested therein as hereinafter set forth or to the Mercantile Trust Company of the City of New York to the credit of such owner, owners, person or persons shall be paid in the manner hereinafter specified, as consideration for the acquisition of the fee of the said premises by the City of New York and useful and satisfactory of all charges sustained or which may be sustained by such owner or owners and person or persons by reason of the acquisition, use or occupation by the said City of New York of the said parcel the sum of eight thousand five hundred dollars (\$8,500).

Evelyn J. Green, of Carmel, Columbia County, claims to own the premises in fee.

The Town of Carmel claims an interest in this parcel as the holder of five Collector's Bonds.

Clayton Ryder and George E. Anderson appeared before said Commissioner as Attorneys and Counsel for the

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Jeremiah Green, the former owner of this parcel.

Parcel Number Twenty Nine.

All that certain lot piece or parcel of land situate, lying and being in the County of Carroll, State of New York, bounded and described as follows:

Beginning at a point in the centre of the road leading from Lake Mahopae to Croton Falls and running thence along the same south 77 degrees 29 minutes 33 seconds east 192.36 feet to the west boundary line of Parcel No. 28; thence along the same the following courses and distances, South 83 degrees 28 minutes 40 seconds west 88.07 feet, South 13 degrees 33 minutes 10 seconds west 152.77 feet, South 13 degrees 14 minutes 40 seconds west 186.74 feet, and South 15 degrees 22 minutes west 205.72 feet; thence north 77 degrees 52 minutes 40 seconds west 227.56 feet to the east boundary line of Parcel No. 26; thence along the same north 72 degrees 16 minutes 20 seconds east 627.7 feet to the place of beginning. Containing 2.331 acres.

Resolving to Thomas A. Allen, Arthur J. Allen and William H. Allen, the owners in fee of said Parcel, or their assigns, pursuant to a stipulation made the 5th day of October 1899, between the Corporation Carroll and the Appraiser for the said owners and printed in the records of the proceedings before said Commissioner, the people of the right to the use of the following described piece of land:

Beginning at a point where the westerly boundary of Parcel No. 2 intersects the southerly side of the highway leading to Lake Mahopae; thence following the westerly boundary of said Parcel south 21 degrees 16 minutes 20 seconds west 600 feet to the purchase line of the City of New York; thence along said purchase line south 22 degrees 52 minutes 40 seconds east 21 feet; thence north 22 degrees 16 minutes 20 seconds east 603 feet to the southerly side of the highway; thence following the southerly direction along said southerly side of highway 21 feet to the place of beginning. For the sole and duly purpose of a right of way to be taken from the land owned by said owners at the time this proceeding was commenced which place is adjacent to Parcel No. 25 or which part was a part of the parcel or parcel of land out of which said Parcel No. 25 is taken.

As the owner or owners of said parcel or the person or persons interested therein do hereby after set forth or do

Supreme Court Order L. 9p8

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A Special Term of the Supreme Court held in and for the Second Judicial District, at the Court House in White Plains, Westchester County, New York, on the 6th day of January, 1901.

Present:

Hon. Martin J. Regh.

Justice.

In the Matter

The application and petition of Charles H. Greis, Commissioner of Public Works of the City of New York, for and on behalf of and in the name of the Mayor, Aldermen and Commonalty of the City of New York, under Chapter 445 of the Laws of 1877, and the several Acts amendatory thereof, to acquire certain real estate (as the term real estate is defined in said Act) situate in the Town of Putnam, County of Putnam and State of New York, for the purpose of maintaining & preserving the supply of pure & wholesome water for the use of said City, and for the purpose of preventing the contamination or pollution of the water supply of said City.

On reading and filing the Report of John M. Regney, John J. Duinlan and Emerson M. Adler, Commissioners appointed herein by an order of the Supreme Court made at a Special Term thereof held in and for the Second Judicial District at the Court House, White Plains, N.Y. on November 27, 1897, which order was entered in the Office of the County Clerk of the County of Putnam on the 30th day of December 1897, by which order they were appointed Commissioners to ascertain and appraise the compensation to be made to the owners of and parties interested in the real estate as the term real estate is defined in the 16 section of Chapter 445 of the Laws of 1877, proposed to be taken or affected, as set forth in the petition herein, and therein specifically described as Parcels Numbers 1, 2, 3, 3 1/2, 4, 5, 8, 9, 11, 12, 14, 15, 16, 17, 18, 21, 22 and 23, which said petition was filed in the Office of the County Clerk of the County of Putnam on the 18th day of November

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Apr. 1897; the petitioner, Charles H. F. Collier, having been unable to agree with the owner or owners of such parcels of real estate or with any of them, as to the sum to be paid for the acquisition or extinguishment of such real estate or of any right, title or interest therein:

And on reading and filing due proof of the service of a copy of the said report with due notice that the same would be presented for confirmation at a Special Term of this Court, to be held at this time and place, upon the several parties or their attorneys to be affected by these proceedings, and it appearing from said report that having first taken and subscribed the oath prescribed by the Constitution which said oath of the said John M. Digney, John J. Duinlan and Emmet W. L. Davis was filed in the County Clerk's Office of Orleans County on the 8th day of January 1898, a meeting was held at the time and place designated in the Order aforesaid and subsequently on various other days pursuant to adjournment. That prior to taking of any evidence or the hearing of argument, they did carefully view and examine the premises described in the petition and hear the proofs and allegations of those of the said parties claiming to own the said parcels or to be interested therein who have appeared before them the names of said parties being herewith specifically set forth.

That the testimony taken by them with reference to said parcels and said real estate, with the record of their proceedings, was reduced to writing and finished, a copy of which was presented with said report.

That in such testimony and record of proceedings, and in their report, the parcels of real estate proposed to be taken or affected by these proceedings, included in said order of the Court appointing such as such Commissioners are known and designated by the numbers by which the several parcels thereof were designated in the petition, above referred to.

That after the laying of such testimony was closed they did all bring present & without any unnecessary delay, ascertain and determine the Compensation which ought justly to be made by the City of New York, to the owners of such parcels of real estate & person interested therein: and further that in fixing the amount of such Compensation we did not make any allowance or

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deduction on account of any real or supposed benefits which the parties interested might derive from the acquisition of such real estate by the said City of New York.

And after hearing John Whalen, Corporation Counsel in favor of the confirmation of said report, and moving that such order shall contain the reservation of the right of way provided for by the stipulation entered into between the Counsel for the petitioners and the Counsel for the owners of said parcels as entered upon the records before said Commissioners but which are not referred to or contained in said report and that said reservation provide that the several pieces of land so reserved shall be for the sole and only purpose of a right of way to & from the land owned by said several owners at the time this proceeding was commenced which shall be adjacent to the respective parcels or which was a part of the farm or parcels of land out of which said several parcels have been, and after hearing Clayton Ryder and George E. Anderson Attorneys for the several owners for whom they appeared as hereinafter stated. Clayton Ryder as guardian ad litem for the infants, Edward Welch and Thomas Keel. Portron and Barrett Attorneys for the several owners for whom they appeared as hereinafter stated. Richard O'Brien, who appeared before said Commissioners pursuant to order of Court dated November 27, 1897, to appear for and protect the rights of each and every party in interest who is rights, on motion of John Whalen, Corporation Counsel did neither of the Attorneys so appearing opposing said motions it is.

Ordered, that the report of the said Commissioners as to the compensation to be made as aforesaid to the owners of the several parcels of real estate hereinafter mentioned and the persons interested therein, be and it hereby is in all respects confirmed.

And it is further ordered that the amount of compensation set forth in the said report as to the said several parcels, shall be paid to the several Counsel hereinafter named. The forthwith paid by the Comptroller of the City of New York to the persons exhibited therein in the manner therein indicated the description of the said parcels and property the respective amounts of compensation for abatement of the said several parcels and benefits.

L. 9 p 396

and the manner of the persons to whom payment of such
 * Compensation shall or may be made as follows: X

Parcel No. 1.

All that certain lot, piece or parcel of land situate,
 lying & being in the County of Cannel, County of Putnam and
 District of New York, bounded and described as follows:

Beginning at a point in the center of a road leading
 from Lake Mahopac to Croton Falls, said point being
 common to Parcel No. 3, and running thence along the
 centre of said road north 70 degrees 33 minutes 30 seconds
 east 142.13 feet; thence north 85 degrees 23 minutes 40
 seconds west 106.83 feet to the northerly line of Parcel
 No. 2, thence along the said northerly line the following
 courses and distances: North 84 degrees 7 minutes 58
 seconds west 116.77 feet, north 86 degrees 10 minutes 30
 seconds west 151 feet and north 82 degrees 17 minutes
 west 44.1 feet to the southerly line of Parcel No. 3;
 thence along the said southerly line the following courses
 and distances: North 59 degrees 34 minutes 36 seconds
 east 174.03 feet, north 44 degrees 25 minutes 30 seconds
 east 40.79 feet, north 85 degrees 36 minutes 50 seconds
 east 84.23 feet, north 84 degrees 46 minutes east 46.26
 feet, north 87 degrees 9 minutes 30 seconds east 60.13
 feet, and south 85 degrees 58 minutes 40 seconds east
 76.73 feet to the place of the beginning, containing 0.822
 acres.

To the owner or owners of said parcel and the person or
 persons interested therein as hereinafter set forth, or to
 the Mercantile Trust Company of the City of New York,
 to the credit of such owner or owners, person or persons
 shall be paid in the manner hereinafter prescribed, as con-
 sideration for the acquisition of the fee of the said prop-
 erty by the City of New York and in full satisfaction of
 all damages sustained or which may be sustained by such
 owner or owners and person or persons by reason of the
 acquisition, use or occupation by the said City of New
 York of the said parcel the sum of two thousand four
 hundred dollars (\$2,400).

Anna G. Gannong of Cannel, Putnam County; Bailey
 Gannong of Rome, Westchester County; Carrier S. Sloat,
 wife of Charles Sloat of Cannel, Putnam County; Elmer
 G. Gannong of Bedford, Westchester County; John S.
 Gannong of Southeast Putnam County; and Francis S.
 Gannong of Broome Co. N.Y. Claim to own this parcel in fee.

SCHEDULE B-II
ITEM #7

WARRANTY DEED:

THIS INDENTURE made the 3rd day of September, in the year nineteen hundred thirty

BETWEEN ELLA E. WRIGHT, residing in the Town of Carmel, County of Putnam, State of New York, party of the first part, and

MARGARET R. LORINI, residing in the Town of New Castle, County of Westchester, State of New York, party of the second part,

WITNESSETH that the said party of the first part, in consideration of one dollar (\$1.00) and other valuable consideration lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, her heirs, executors administrators and assigns forever,

ALL that parcel of land with the buildings and improvements thereon, situate in the Town of Carmel, County of Putnam, State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly line of the lands of the City of New York, at the intersection of the premises herein described, and the southwesterly corner of the lands of Vredenburg, said point of beginning being indicated by a cross on a stone wall; thence along the land of the City of New York, and the face of a stone wall the following courses and distances; north 44° 28' 00" west 265.81 feet, north 43° 32' 50" west 13.93 feet, north 44° 25' 10" west 97.87 feet, north 34° 21' 30" west 88.07 feet, north 34° 33' 00" west 140.35 feet to the east side of the land of Butironi and a wire fence; thence along said land and along wire fence north 12° 44' 20" east 184.13 feet, north 11° 46' 30" east 220.54 feet, north 12° 7' 10" east 66.69 feet; thence still along said land and along a stone wall north 11° 50' 40" east 58.96 feet, to a corner and a stone wall; thence still along the land of Butironi and a stone wall north 75° 41' 20" west 167.09 feet to a corner; thence still along the land of Butironi and a stone wall north 13° 32' 30" east 47.83 feet, north 6° 36' 30" east 143.35 feet, north 00° 54' 20" east 101.11 feet to the south side of the land of Edward Dwyer and a stone wall; thence along the lands of Edward Dwyer and a stone wall north 64° 46' 40" east 30.51 feet, north 73° 58' 30" east 19.56 feet, north 84° 32' 00" east 330.70 feet, north 84° 18' 30" east 228.93 feet; thence due north 15.60 feet to the lands of Archie Swanson and a stone wall; thence along the land of Archie Swanson and a stone wall south 86° 19' 50" east 115.64 feet, south 73° 57' 20" east 40.18 feet, south 88° 50' 30" east 84.12 feet, south 84° 3' 40" east 69.57 feet, north 89° 26' 00" east 60.80 feet, north 78° 47' 40" east 54.03 feet, north 79° 2' 20" east 203.51 feet, north 82° 16' 20" east 104.85 feet south 77° 00' 20" east 141.42 feet, south 44° 29' 50" east 56.36 feet, south 44° 15' 50" east 225.24 feet, south 56° 50' 40" east 92.33 feet, south 56° 35' 50" east 88.64 feet, south 62° 49' 40" east 16.86 feet; to the land of the William's estate and a stone wall; thence along the land of the William's estate and a stone wall south 12° 46' 30" west 85.93 feet south 37° 18' 30" west 49.66 feet

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south 44° 24' 30" west 232.93 feet south 40° 00' 00" west 94.12 feet south 43° 10' 40" west 169.08 feet south 47° 35' 10" east 57.97 feet south 69° 30' 40" east 198.56 feet, south 70° 15' 10" east 29.81 feet, thence still along the lands of the William's Estate and a rail fence south 69° 1' 30" east 139.12 feet; thence still along the lands of the William's estate and a stone wall south 68° 36' 50" east 35.98 feet, south 33° 15' 30" west 171.23 feet, north 56° 00' 30" west 37.03 feet, south 41° 00' 30" west 30.48 feet, south 28° 59' 50" west 29.50 feet, south 30° 22' 10" west 153.69 feet to the land of Pauline Bulmar and a stone wall; thence along the land of Pauline Bulmar and a stone wall north 74° 1' 00" west 124.93 feet, north 78° 45' 50" west 45.17 feet, north 75° 50' 50" west 189.76 feet, south 2° 41' 00" west 12.81 feet, south 16° 43' 50" west 84.06 feet, south 20° 20' 30" west 94.07 feet to the land of E. Welch and a stone wall; thence along the land of E. Welch and a stone wall north 75° 21' 00" west 88.17 feet, north 77° 48' 50" west 21.79 feet; north 74° 43' 40" west 111.23 feet, north 62° 55' 40" west 15.16 feet, north 42° 45' 00" west 16.21 feet north 76° 14' 20" west 121.49 feet; thence along the land of Vredenburg and continuing along a stone wall north 76° 54' 10" west 186.24 feet, north 76° 44' 10" west 70.17 feet, north 76° 00' 30" west 121.20 feet to a point indicated by a nail in the root of an 18 inch Elm tree; thence along the land of Vredenburg South 19° 45' 10" west 235.24 feet to the point and place of beginning

TOGETHER with a right of way over the lands of the City of New York, from the premises above described, to the highway leading from Croton Falls to Lake Mahopac which right of way is described in a certain deed filed in the office of the Register of Putnam County, in liber 9 of deeds at page 438.

SUBJECT to a purchase money mortgage in the amount of \$9,000 of even date.

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 above granted premises unto the said party of the second part, her heirs, executors, administrators and assigns forever.

AND the said Ella E. Wright does covenant with said party of the second part as follows:

FIRST: That said Ella E. Wright 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 said Ella E. Wright will forever warrant the title to said premises

L. 158 & 442

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

In the presence of ELLA E. WRIGHT (LS)
Stanley E. Anderson

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

On this 3rd day of September, in the year nineteen hundred thirty before me came ELLA E. WRIGHT to me known to be the individual described in and who executed the foregoing instrument, and she acknowledged that she executed the same.

STANLEY E. ANDERSON (LS)
Notary Public Westchester County N.Y.

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

In CHAS. J. F. DECKER, Clerk of the County of Westchester, and also Clerk of the Supreme and County Courts in and for the said County, the same being Courts of Record, do hereby certify that STANLEY E. ANDERSON whose name is subscribed to the deposition or certificate of the proof or acknowledgement of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgement, a Notary Public in, and for such County duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgements and proof of deeds of conveyances of land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed (LS) the seal of the said Courts and County the 3d day of Sept. 1930

CHAS. J. F. DECKER
Clerk

Recorded September 6, 1930

At 8:50 A.M.

Ruth E. Townsend Dep. Clerk

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SCHEDULE B-II
ITEM #8

0889 0066

Grant

This Indenture, made the 17th day of January, 1986,
between Dikran V. Simidian and George Fiero having an address at (no number) Glen
Ridge Road _____, of the Town of Carmel
County of Putnam and State of New York, hereinafter designated
as the Grantor, and NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under
the laws of the State of New York, having an office at Town of Dyden, (no street address), County of Tompkins,
State of New York, hereinafter designated as the Grantee.

Witnesseth that the Grantor, in consideration of One Dollar, lawful money of the United States, paid by
the Grantee, and other valuable considerations, does hereby grant and release unto the Grantee, its successors and
assigns forever,

That certain wood-pole electric distribution line situate in the _____ Town
of Carmel, _____ County of Putnam,
State of New York, and described as follows: Beginning at a point in Grantor's westerly property
line where the said pole line enters Grantor's land from the land of the New York
City Water Supply, thence extending in an easterly direction upon and over Grantor's
land a distance of approximately five (5) feet to a point and consisting of one (1)
thirty (30) foot CSP pole.

Together with all poles, wires, guy wires, anchors, and other electrical equipment and fixtures in
any wise constituting a part of the said line;

Together with a right of way upon and over Grantor's lands and property, upon which to maintain, operate,
and inspect said pole line, equipment and fixtures, as now located, for the distribution and/or transmission of elec-
tric current and/or for Grantee's telephone or telegraph communication for public and private use; also the right to re-
locate, reconstruct, and extend the said line over said lands and/or highways adjacent to or running through said lands,
with the same or additional poles, wires, fixtures and equipment for said purpose, either to straighten the said line or to
improve better conditions for the operation and maintenance thereof, or as may be necessary, convenient, or proper; also
the right and option to remove said line and appurtenances at any time; also the right of ingress and egress to said line
from the highway; also the right to trim, cut and remove trees and brush to the extent necessary to clear said wires and
pole line by at least twenty (20) feet.

It is further Agreed that the Grantor will obtain and deliver to the Grantee standard right-of-way grants,
properly executed from all others upon or over whose lands or property the above line is located.

The Grantor hereby covenants and agrees to save the Grantee free and harmless on account of any and all
debts, damages, liens, claims and demands whatsoever, and to whomsoever owing, against said line or its appurten-
ances, or against the Grantor by reason of any matter connected with said line above described and hereby transferred;

Together with the appurtenances and all the estate and rights of the Grantor in and to said line, appurtenances
and fixtures, and right-of-way.

And Grantee covenants that the Grantee shall quietly enjoy the said property and rights, and that said
Grantor will forever warrant the title thereto.

(Subscribing Witness)

(Subscribing Witness)

George Fiero (LS.)
Dikran V. Simidian

24679

EW-6 6/77

(Subscribing Witness Acknowledgment)

0889 0067
State of New York)
County of Putnam) ss:
I, the undersigned, day of _____
before me personally came _____
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who being by me duly
sworn, did depose and say that he is the _____
of _____
that he knew _____
to be the individual described in and who executed the
foregoing instrument; that he, said subscribing witness,
was present and saw _____ execute the same;
and that he, said witness, at the same time, subscribed his
name as witness thereto.

RECEIVED
REAL ESTATE (Power Public)
APR 3, 1986
TRANSFER TAX
PUTNAM
COUNTY
11.02
261.00
2014.00
11.02
19.91

CHAMBERLAIN RECORDS CENTER BREWSTER RWC 4

(Grant)

Line Place/Strand Primary Extension
Auth. 11056-900 Paid No. 91-9
Act Cert Grant No. 11-70
W/021105-711

George, Flore

Dikran V. Simidian

TO

NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated January 17, 1986

State of New York)
County of Putnam) ss:
I, the undersigned, day of _____
before me personally came _____
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who being by me duly
sworn, did depose and say that he is the _____
of _____
that he knew _____
to be the individual described in and who executed the
foregoing instrument; that he, said subscribing witness,
was present and saw _____ execute the same;
and that he, said witness, at the same time, subscribed his
name as witness thereto.

Recorded on the _____ day of _____
at _____
in Book _____ of Book of Deeds of
Page _____ and established

Consideration on this Document
is less than \$100.00.

RETURN TO
CORPORATE RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORPORATION
POST OFFICE BOX 187
CHAMBERLAIN, NEW YORK 14851

(Personal Acknowledgment)

State of New York)
County of Putnam) ss:
I, the undersigned, day of _____
before me, the subscriber, personally appeared

George, Flore
Dikran V. Simidian

to me, personally known and known to me to be the same
person as _____, described in and who executed the within instru-
ment and duly acknowledged to me the execution of the
same.

JOAN ROBBINS
NOTARY PUBLIC, STATE OF NEW YORK
No. 64-472810
Qualified in Westchester County
Commission Expires March 30, 1988

REMARKS
BLC
Paid from Working Fund
CL No. _____ Date _____
CL No. _____ Date _____
CL No. _____ Date _____

PUTNAM COUNTY CLERK'S OFFICE
RECEIVED ON THE 30th DAY OF APRIL 1986
AT 1:30 P.M. BY M. RECORDED IN
BOOK No. 58 OF D-6446
AT PAGE 066 AND EXAMINED
Clerk

SCHEDULE B-II
ITEM #9

0839 0096

Easement

The Undersigned, hereinafter called the Grantor(s), being the owner of or having an interest in land situate in the Town of Carmel of _____ County of _____ off a private roadway leading in a northeasterly direction, State of New York, fronting ~~on the Croton Falls Road~~ from Croton Falls Road and bounded westerly by the land of New York City Water Supply and northwesterly by the land of N.Y. Criminal

In Consideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at Town of Dryden, (no street address), County of Tompkins, State of New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege, and authority at anytime to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, remove a pole line with the necessary wires, cross arms, guy wires, braces and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use, upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is twenty (20) feet in width throughout its extent, situate, lying and being as follows:

(See Exhibit "A")

Together with free ingress and egress for all the above purposes including the right now and from time to time to trim, cut, burn and remove by manual, mechanical or chemical means trees, brush and other obstructions within said easement and right of way.

Provided, however, that any damage (other than for trimming, cutting or removing trees, as above provided) to the property of the Grantor(s), caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

Reserving, however, to the Grantor(s) the right to cultivate the ground between said poles and supporting structures and beneath said wires and fixtures and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of ten (10) feet or more from Grantee's aerial wires with equipment or otherwise.

In Witness Whereof, the Grantor(s) has hereunto set their hands and seals this 17th day of January, 1986.

In Presence of:

George F. Lee (L.S.)
Address: R.O. Spence Rules Re Box 61
MAH-AMC 194 18541
D. J. Lee (L.S.)
Address: P.O. Box 846
Vanhook N.Y.

Address: _____

Address: _____

Address: _____

31694

NW-3 947

0889 0097

EXHIBIT "A"

The centerline of said easement and right of way to begin at a point in Grantor's westerly property line where the said pole line enters Grantor's land from the land of New York City Water Supply, thence extending in an easterly direction upon and over Grantor's land a distance of approximately one hundred five (105) feet to Grantee's pole numbered 2 of line number 4071 where the said easement strip diverts in two directions described as follows:

Direction No. 1

Beginning at the aforementioned Grantee's pole numbered 2 of line number 4071, thence extending in a northwesterly direction upon and over Grantor's land a distance of approximately one hundred eighty (180) feet to a point; said point being westerly of Grantor's buildings numbered 6 and 7.

Direction No. 2

Beginning at the aforementioned Grantee's pole numbered 2 of line number 4071, thence extending in a southerly direction upon and over Grantor's land a distance of approximately two hundred ten (210) feet to Grantee's pole numbered 3 of line number 4071 where the said easement strip diverts in two directions described as follows:

Direction No. 3

Beginning at the aforementioned Grantee's pole numbered 3 of line number 4071, thence extending in an easterly direction upon and over Grantor's land a distance of approximately two hundred twenty (220) feet to a point; said point being westerly of Grantor's building numbered 9.

Direction No. 4

Beginning at the aforementioned Grantee's pole numbered 3 of line number 4071, thence extending in a southerly direction upon and over Grantor's land a distance of approximately two hundred (200) feet to a point; said point being easterly of Grantor's building number 3.

RECEIVED
NEW YORK CITY
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DEPT. OF
PUBLIC WORKS
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SCHEDULE B-II
ITEM #10

Easement

1004 0275

THIS INSTRUMENT WITNESSETH THAT GEORGE FIERO AND DIKRAN V. SIMIDIAN

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, fronting off the private roadway leading in a northeasterly direction from Croton Falls Road bounded westerly by lands of New York City Water Supply and easterly by lands of Ambrose

for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office in the Town of Dryden (no street address), County of Tompkins, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or line of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, braces, communication facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, in, upon, over, under and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is 20 feet in width throughout its extent, situate lying and being as follows:

The centerline of said Easement and right of way is supplemental to a prior Easement granted by the Grantors on January 17, 1986 and recorded in the Putnam County Clerk's office on April 3, 1986 in Liber 889 of Deeds at page 96, only insofar as it grants the additional right to extend a lateral line beginning at Grantee's pole numbered 3-1 of line number 4071, situate off the northerly side of Grantor's private roadway, thence extending in an easterly direction upon and over Grantor's land a distance of approximately three hundred twenty five (325) feet to a point; said point being approximately one hundred fifty (150) feet southerly of Grantor's building.

TOGETHER with free ingress and egress over the easement and right of way and other lands of Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantees, may interfere with the construction, operation and maintenance of their line or lines.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s): the right to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of 10 feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) hereunto set Their hand(s) and seal(s) this 27th day of March, 1988.

IN PRESENCE OF:

George Fiero (L.S.)
Address: RD 15 Glen Ridge, N.Y. 10881
Dikran V. Simidian (L.S.)
Address: RD 15 Box 103
Malabar, NY 10831 (L.S.)
Address: _____ (L.S.)
Address: _____ (L.S.)

1004 0275

EW-3, 6/87

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Elynd
100-0276

(Conference Acknowledgment With Seal)

State of New York }
County of }

On this day of , before me came,

to me personally known, who, being by me duly sworn,
did depose and say that he is

In the
of

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

(Notary Public)

Subscribing Witness Acknowledgment

State of New York }
County of }

On this day of , before me personally came

the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who being by me duly
sworn, did depose and say that he is

In the
of

that he knew

TRANSEER TAX
PUTNAM
COUNTY

APR 16 1988

REAL ESTATE

RECEIVED

New York State Electric & Gas Corp.-ITHACA DOCUMENT FIVE

BROWDER RWC

(Personal Acknowledgment)

State of New York }
County of Putnam }

On this day of MARCH
before me, the subscriber, personally appeared

GEO. GEORGE FLERO
DIKMAN V. SIMILIAN

to me personally known and known to me to be the same
person as described in and who executed the within
instrument and duly acknowledged to me the execution
of the same.

Dated March 24th 1988

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

State of New York }
County of }

Received from Working Fund Office

Ck. No. Amt. Date

Ck. No. Amt. Date

Consideration on this document is less than \$100.00.

RETURN TO: APR 11 1988

CORPORATE DOCUMENT DEPARTMENT
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14850

Line Page Service Information
Auth. 11028-9000 Parcel No. 91-10A
Assess Center Co. 11-20
Construction W. O. No. 11028-166

George Flero
DiKman V. Similian

RECEIVED IN THE CLERK'S OFFICE
ON THE 15 DAY OF MAY 1988
AT 2:30 P.M.
BOOK NO. 1804 OF 2340
AT PAGE 212 AND EXAMINED
In Book of Deeds at
Page 212 and examined
CLERK

APR 15 4 PM '88

PUTNAM COUNTY
CLERK'S OFFICE

90210

90210

SCHEDULE B-II
ITEM #11



PUTNAM COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

BOOK 1204 PAGE 318

RECORD & RETURN TO:
(Name, Address, & Zip)

Kleinman, Saitzman & Goodfriend
2 Crossfield Ave Suite 302
West Nyack NY 10994

TYPE OR PRINT IN BLACK INK ONLY

GRANTOR/MORTGAGOR

Flore & Simidion
TO

Dohl

GRANTEE/MORTGAGEE

DO NOT WRITE BELOW THIS LINE

INSTRUMENT #

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SAT ☐ ASMT ☐ OTHER ☐

RECORDING FEES

OF
PAGES

RCD FEE 21.00

STAT CHG 5.00

REC MGMT 5.00

CROSS REF 1.00

CERT/COPY 1.00

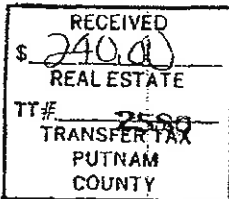
TOTAL 31.00

RESERVE FOR TIME STAMP

DEED TRANSFER TAX

CONSIDERATION \$10,000

TOWNSHIP Carmel



PUTNAM COUNTY CLERK'S OFFICE

RECORDED ON July 17, 1993

LIBER 1204 PAGE 318 AND EXAMINED.

Joseph L. Peloso, Jr.
JOSEPH L. PELOSO, JR.
PUTNAM COUNTY CLERK

MORTGAGE TAX

MTX AMOUNT

SERIAL NUMBER

TOTAL TAX

AFFIDAVIT FILED

08711

YES / NO

MORTGAGE TAX DISTRICTS:

- 01 TOWN OF CARMEL
- 02 TOWN OF KENT
- 03 TOWN OF PATTERSON
- 04 TOWN OF PHILIPSTOWN
- 05 TOWN OF PUTNAM VALLEY
- 06 TOWN OF SOUTHEAST
- 00 HELD FOR APPORTIONMENT

MORTGAGE TYPES:

- A COMMERCIAL
- B 1 - 2 FAMILY
- C UNDER \$10,000
- D CREDIT UNION/PERSONAL MTG
- E 3 - 6 UNITS
- O OPTIONAL
- N EXEMPT

Form 8002-1-89-204—Harcourt and Hale Press, with Consent against Grantor's Act—Individual or Corporation. (single sheet)

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

BOOK 1204 PAGE 319

THIS INDENTURE, made the 9th day of July, nineteen hundred and ninety-three

BETWEEN GEORGE FIERO, residing at 308 Croton Falls Road, Mahopac, New York 10541 (30% interest); and DIKRAN V. SIMIDIAN, residing at 1145 Horizon View Drive, Sarasota, Florida 34242 (70% interest)

party of the first part, and RICHARD J. DIEHL, residing at 250 Croton Falls Road, Mahopac, New York 10541.

party of the second part,

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

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, more particularly described as PARCELS "A" and "B" on the annexed SCHEDULE "A".

SUBJECT to a purchase money note and mortgage in the amount of \$60,000.00 relative to said premises, which note and mortgage are being executed simultaneously herewith by the party of the second part.

There shall not be erected or maintained on the premises any structure or improvement within 250 feet from adjacent real property currently owned by GEORGE FIERO and GAIL FIERO, which adjacent real property is known and designated as Town of Carmel, Tax Map Number (Old) - Section 159, Block 1, Lot 33; and Town of Carmel, Tax Map Number (New) - Section 76.7, Block 1, Lot 11. This restrictive covenant shall continue until such time as said GEORGE FIERO and GAIL FIERO no longer own said adjacent real property.

TAX MAP
DESIGNATION

Dist.

Sec.

(N.E.)

Lot(s).

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


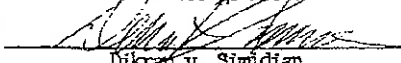
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

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

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

IN PRESENCE OF:


George Fiero

Dikran v. Simidian

SCHEDULE "A"

BOOK 1204 ■ 320

(PARCEL "A")

ALL that certain lot, piece or parcel of land situate in the Town of Carmel, in the County of Putnam and State of New York, near the highway leading from Croton Falls to Lake Mahopac, and bounded on the east by lands now or formerly of W.W. Ford; on the north by lands now or formerly of Wesley Williams; on the west by lands now or formerly of Miss E. Wright, lands now or formerly of the Estate of David Walsh, and lands now or formerly of John Thorne, and on the south by lands of the City of New York.

BEING the same premises conveyed to the parties of the first part by deed dated September 19, 1985 and recorded on October 11, 1985 in the Putnam County Clerk's Office in Liber 868 page 224; and by deed to DIKRAN V. SIMIDIAN dated July 11, 1988 and recorded on August 5, 1988 in the Putnam County Clerk's Office in Liber 1022 page 40. Said premises is known and designated as Town of Carmel Tax Map Number (Old) - Section 159, Block 1, Lot 34, and Town of Carmel Tax Map Number (New) - Section 76.8, Block 1, Lot 3.

DNA

PAE

SCHEDULE "A"

(PARCEL "B")

BOOK 1204 PAGE 321

ALL that certain parcel of land situate, lying and being in the Town of Carmel, Putnam County, State of New York, bounded and described as follows:

BEGINNING at the northwesterly corner of the premises herein described at the junction of the lands of M. Campbell Lorini and Margaret R. Lorini, his wife, and lands now or formerly of Edward Dwyer and lands now or formerly of Archie Swanson;

running thence along said lands now or formerly of Archie Swanson and along stone walls the following courses and distances:

South 86° 19' 50" East 115.64 feet;
South 73° 57' 20" East 40.16 feet;
South 88° 50' 30" East 84.12 feet;
South 84° 03' 40" East 69.57 feet;
North 89° 26' 00" East 60.80 feet;
North 78° 47' 40" East 54.03 feet;
North 79° 02' 20" East 203.51 feet;
North 82° 16' 20" East 104.85 feet;
South 77° 00' 20" East 141.42 feet;
South 44° 29' 50" East 56.36 feet;
South 44° 15' 50" East 225.24 feet;
South 56° 50' 40" East 92.33 feet;
South 56° 35' 50" East 88.64 feet and
South 62° 49' 40" East 16.86 feet to lands now or formerly of Williams Estate;

running thence along said lands now or formerly of Williams Estate and along a stone wall the following courses and distances:

South 12° 46' 30" West 85.93 feet;
South 37° 18' 30" West 49.66 feet;
South 44° 24' 30" West 232.93 feet;
South 40° 00' 00" West 94.12 feet;
South 43° 10' 40" West 169.08 feet to a corner;

SCHEDULE "A"

(PARCEL "B")

1204 1322
along said lands of Williams Estate and along stone walls along said lands of Williams Estate and along stone walls South 47° 35' 10" East 57.97 feet;
South 69° 30' 40" East 198.56 feet and South 70° 15' 10" East 29.01 feet;

continuing thence along said land of Williams Estate and along a rail fence South 69° 01' 30" East 139.12 feet and South 68° 36' 50" East 35.98 feet to a corner;

continuing thence along said lands of Williams Estate and along stone walls south 33° 15' 30" West 171.23 feet;

North 56° 00' 30" West 37.03 feet;
South 41° 00' 30" West 30.48 feet;
South 28° 59' 50" West 29.50 feet and
South 30° 22' 10" West 153.69 feet to land now or formerly of Pauline Bulmar;

running thence along said land of Bulmar and along stone walls the following courses and distances:

North 74° 01' 00" West 124.93 feet;
North 78° 45' 50" West 45.17 feet;
North 75° 50' 50" West 189.76 feet to a corner;

continuing thence along said land of Bulmar and along stone walls the following courses and distances:

South 2° 41' 00" West 12.81 feet;
South 16° 43' 50" West 84.06 feet;
South 20° 20' 30" West 94.07 feet to land now or formerly of E. Welch;

running thence along said land of E. Welch and along stone walls the following courses and distances:

North 75° 21' 00" West 88.17 feet;
North 77° 48' 50" West 21.79 feet;
North 74° 43' 40" West 111.23 feet;
North 62° 55' 40" West 15.16 feet;
North 42° 45' 00" West 16.21 feet and
North 76° 14' 20" West 121.49 feet to land now or formerly of Vredenburgh;

SCHEDULE "A"

(PARCEL "B")

BOOK 1204 PAGE 323

running thence along said land now or formerly of Vredenburg and along stone walls the following courses and distances:

North 76° 54' 10" West 186.24 feet;
North 76° 44' 10" West 70.17 feet and
North 76° 00' 30" West 100 feet more or less to other lands now or formerly of Lorini at the intersection of a stone wall;

running thence along said stone wall and along other lands now or formerly of Lorini the following courses and distances:

North 18° East 652 feet;
South 89° West 40 feet;
North 2° East 200 feet;
North 86° West 70 feet;
North 2° West 335 feet to land now or formerly of Dwyer;

running thence along land now or formerly of Dwyer and along a stone wall due North 15.60 feet to the point or place of BEGINNING.

BEING the same premises conveyed to the parties of the first part by deed dated September 19, 1985, and recorded on October 11, 1985 in the Putnam County Clerk's Office in Liber 868 page 227; and by deed to DIKRAN V. SIMIDIAN dated July 11, 1988 and recorded on August 5, 1988 in the Putnam County Clerk's Office in Liber 1022 page 40. Said premises is known and designated as Town of Carmel Tax Map Number (Old) - Section 159, Block 1, Lot 27.1; and Town of Carmel Tax Map Number (New) - Section 65.19, Block 1, Lot 43.

STATE OF NEW YORK, COUNTY OF PUTNAM

ss: STATE OF NEW YORK, COUNTY OF

On the 9th day of July 19 93, before me personally came GEORGE FIERO and DIKRAN V. SIMIDIAN

On the day of 19 before me personally came

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

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

STATE OF NEW YORK, COUNTY OF

ss: STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

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

that he is the of

that he knows

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

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

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

GEORGE FIERO and DIKRAN V. SIMIDIAN

TO

RICHARD J. DIEHL

SECTION Old New
BLOCK 159; 159 (Section) 76.8; 65.19
LOT 1; 1 (Block) 1; 1
COUNTY OR TOWN 34; 27.1 (Lot) 3; 43
TAX BILLING ADDRESS PUTNAM/CARMEL

Recorded At Request of Ticor Title Guarantee Company
RETURN BY MAIL TO:

LAURENCE D. KLEINMAN, ESQ.
KLEINMAN, SALTZMAN & GOODFRIEND, P.C.
2 Crosfield Avenue - Suite 322
West Nyack, New York

Zip No. 10994




Distributed by



TICOR TITLE GUARANTEE

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE B-II
ITEM #12

 <p>Michael C Bartolotti, County Clerk Putnam County Office Building 40 Glencliff Avenue Room 100 Carmel, New York 10512</p>	 <p>ACS-00000000367658-000000000740323-016</p>																									
<p>Endorsement Page</p>																										
<p>Document # 1502170 Drawer # 02 Recorded Date: 09/21/2015 Document Type: EASEMENT TP584 Book 1990 Page 488 Recorded Time: 2:19:37 PM Document Page Count: 16 Receipt # 15261</p>																										
<p>PRESENTER: RICHARD & ROSEMARIE DIEHL HILLTOP ESTATE P O BOX 865 BALDWIN PLACE, NY 10505</p>	<p>RETURN TO: SPAIN & SPAIN PC 671 ROUTE SIX MAHOPAC, NY 10541</p>																									
<p>GRANTOR RICHARD DIEHL</p>	<p>PARTIES</p>	<p>GRANTEE RICHARD J DIEHL</p>																								
<p>FEE DETAILS</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1502170</td> <td style="width: 20%;"></td> <td style="width: 20%; text-align: right;">100.00</td> </tr> <tr> <td>EASEMENT TP584 16</td> <td></td> <td style="text-align: right;">15.00</td> </tr> <tr> <td>CULTURAL EDUCATION</td> <td></td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>RECORD MANAGEMENT</td> <td></td> <td style="text-align: right;">1.00</td> </tr> <tr> <td>PROCESSING FEE 1</td> <td></td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>TP-584 1</td> <td></td> <td style="text-align: right;">126.00</td> </tr> <tr> <td colspan="2">AMOUNT FOR THIS DOCUMENT:</td> <td style="text-align: right; border-top: 1px solid black;">126.00</td> </tr> <tr> <td colspan="2">RETT # 000000337</td> <td></td> </tr> </table>	1502170		100.00	EASEMENT TP584 16		15.00	CULTURAL EDUCATION		5.00	RECORD MANAGEMENT		1.00	PROCESSING FEE 1		5.00	TP-584 1		126.00	AMOUNT FOR THIS DOCUMENT:		126.00	RETT # 000000337			<p>RESERVED FOR CERTIFICATION</p>	
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RECORD MANAGEMENT		1.00																								
PROCESSING FEE 1		5.00																								
TP-584 1		126.00																								
AMOUNT FOR THIS DOCUMENT:		126.00																								
RETT # 000000337																										
<p>THIS DOCUMENT WAS EXAMINED PURSUANT TO §115 REAL PROPERTY LAW</p>	<p>EXEMPTIONS</p>																									
<p> Michael C. Bartolotti Putnam County Clerk</p>	<p>RESERVED FOR CLERKS NOTES</p>																									

DECLARATION OF GRANT OF USE AND ACCESS EASEMENT
AND MAINTENANCE AGREEMENT

THIS DECLARATION, made the 21st day of September, 2015 by, RICHARD DIEHL AND ROSEMARIE DIEHL a/k/a Rose Diehl, 250 Croton Falls Road, Mahopac, New York 10541 (hereinafter the "GRANTOR"), and RICHARD J. DIEHL, 250 Croton Falls Road, Mahopac, New York 10541 (hereinafter the "GRANTEE").

WHEREAS, GRANTOR, is the owner in fee of land known as 250 Croton Falls Road, Mahopac, Town of Carmel, County of Putnam, State of New York, Town of Carmel Tax Map No. 65.19-1-42 and as further described as Parcel I on Schedule A annexed hereto and made a part hereof; and

WHEREAS, GRANTEE, is the owner in fee of land known as Croton Falls Road, Mahopac, Town of Carmel, County of Putnam, State of New York, Town of Carmel Tax Map No. 65.19-1-43 and described as Parcel II on Schedule B annexed hereto and made a part hereof; and

WHEREAS, GRANTOR is desirous of establishing an easement over and across Parcel I for the benefit of Parcel II, for access, including vehicle and pedestrian ingress and egress to Parcel II and access and use for general utility purposes for Parcel II and for maintenance of the easement area.

NOW, THEREFORE, in consideration of ten (10) dollars and other good and valuable consideration, it is hereby declared, understood and agreed:

1. GRANTOR hereby grants a permanent, non-exclusive easement in favor of Parcel II, over and across a portion of lands of Parcel I as specifically set forth in and shown on Schedule C (easement sketch and description) annexed hereto and made a part hereof, for purposes of

access, including vehicle and pedestrian ingress and egress to Parcel II and access and use for general utility purposes for Parcel II and for maintenance of the easement area.

ingress and egress over said portion of Parcel I.

2. The GRANTOR AND GRANTEE, shall equally share the cost of maintaining the easement area referred to in paragraph 1 above, including but not limited to, repairs, drainage and snow removal, and shall keep the easement area free at all times from potholes and/or ruts, accumulation of snow and ice and obstructions of all types. The GRANTOR and GRANTEE described above shall maintain the entire easement area in a safe and passable condition at all times so to provide access to their property for themselves, their guests and emergency vehicles.

3. Any damage caused to the easement area by a party shall be paid entirely by the party causing the damage.

4. The parties shall voluntarily and mutually decide when and what repairs and maintenance are necessary to maintain the easement area in a safe and passable condition. The cost of performing said maintenance and/or repair work to the easement area shall be equally apportioned between the owners of the two premises described above. If the parties cannot agree on maintenance and/or repair matters, then the dispute shall be submitted to the Town of Carmel Engineer, or his/her designee, whose decision shall be binding upon the parties. Any costs of resolving such dispute shall be borne equally between the parties.

5. This agreement shall run with the land in perpetuity and shall be binding upon the Grantors, Grantees, their heirs, successors or assigns.

6. GRANTOR and GRANTEE do hereby agree to and do hereby indemnify and hold harmless the other harmless from and against any losses, damages, costs, expenses or claims, including but not limited to environmental, financial and personal injury claims, to or arising

from the use, repair and/or maintenance of the easement, unless caused, exacerbated or contributed to by the negligent or intentional acts or omissions of the party seeking indemnification, their agents, servants or employees.

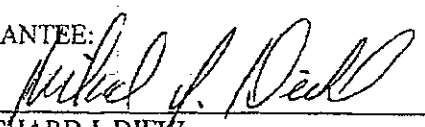
IN WITNESS WHEREOF, the parties have herein set their hands and seals the 21st day of September, 2015.

GRANTOR:


RICHARD DIEHL


ROSEMARIE DIEHL a/k/a Rose Diehl

GRANTEE:

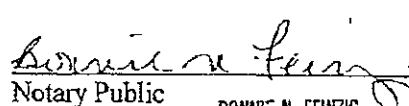

RICHARD J. DIEHL

ACKNOWLEDGEMENTS:

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

On the 21st day of September, 2015 before me the undersigned personally appeared RICHARD DIEHL AND ROSEMARIE DIEHL a/k/a Rose Diehl personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

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


Notary Public
BONNIE N. FEINZIG
NOTARY PUBLIC, State of New York
No. 4585780
Qualified in Putnam County
Commission Expires 9/26/17

On the 21st day of September, 2015 before me the undersigned personally appeared RICHARD J. DIEHL personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and

acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

BONNIE N. FEINZIG
NOTARY PUBLIC, State of New York
No. 4985780
Qualified in Putnam County
Commission Expires 8/26/17

Bonnie N. Feinzig
Notary Public

(Remainder of this page intentionally left blank)

SCHEDULE A
PARCEL I

ALL that certain plot, piece or parcel of Land, situate, lying and being in the Town of Carmel, County of Putnam and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly line of the lands of the City of New York, at the intersection of the premises herein described, and the south-westerly corner of the lands of Vredenburg, said point of beginning being indicated by a cross on a stone wall;

THENCE along the land of the City of New York and the face of a stone wall the following courses and distances:

North 44° 28' 00" West 265.81 feet;

North 43° 32' 50" West 13.93 feet;

North 44° 25' 10" West 97.87 feet;

North 34° 21' 30" West 88.07 feet;

North 34° 33' 00" West 140.35 feet to the East side of the land of Butironi and a wire fence;

THENCE along said land and along wire fence North 12° 44' 20" East 184.13 feet;

North 11° 46' 30" East 220.54 feet;

North 12° 07' 10" East 66.69 feet;

THENCE still along said land and along a stone wall North 11° 50' 40" East 58.96 feet, to a corner and a stone wall;

THENCE still along the land of Butironi and a stone wall North 75° 41' 20" West 167.09 feet to a corner;

THENCE still along the land of Butironi and a stone wall North 13° 32' 30" East 47.83 feet;

North 6° 36' 30" East 143.35 feet;

North 00° 54' 20" East 101.11 feet to the South side of the land of Edward Dyer and a stone wall;

THENCE along the lands of Edward Dyer and a stone wall North 64° 46' 40" East 30.51 feet;

North 73° 58' 30" East 19.56 feet;

North 84° 32' 00" East 330.70 feet;

North 84° 18' 30" East 228.93 feet;

THENCE along lands heretofore conveyed by Lorini to Bruen by deed recorded in the Putnam County Clerk's Office in Liber 227 on 448, along a stone wall,

South 4° 20' East 114.91 feet;

South 00° 9' East 66.96 feet;

South 7° 06' East 51.69 feet;

South 4° 41' West 104.21 feet;

South 84° 42' East 71.34 feet;

South 13° 38' West 30.09 feet;

South 8° 11' East 20.60 feet;

South 6° 56' West 34.31 feet;

South 3° 56' West 27.50 feet;

South 00° 17' West 14.20 feet;

South 6° 50' West 68.67 feet;

South 77° 07' East 49.93 feet;

South 18° 29' West 146.64 feet;

South 17° 27' West 145.06 feet;

South 18° 16' West 208.95 feet; and

South 15° 36' West 146.17 feet to a point in the line of land now or formerly of Vredenburg;

THENCE along said line of lands now or formerly of Vredenburg North 76° 00' 30" West 23.48 feet to a nail in the root of an 18 inch elm;

THENCE still along said lands now or formerly of Vredenburg South 19° 45' 10" West 235.24 feet to a cross cut in a stone wall marking the northeasterly line of lands of the City of New York and the point of BEGINNING.

FOR CONVEYANCE PURPOSES ONLY:

TOGETHER with the right, title and interest of the grantor herein to a strip of land running easterly from the Hekopac-Croton Falls highway, crossing lands of the City of New York, to the lands hereinbefore described, which strip of land is 20 feet in width, and runs North $71^{\circ} 42' 30''$ East and is bound on either side by stone walls; *as above, in Supreme Ct. order in 19 of*
Sup. Ct. Orders at pgs. 429

SCHEDULE B
PARCEL II

PARCEL II

DESCRIPTION OF LANDS OF RICHARD DIEHL

ALL that certain plot, piece or parcel of land situate in the Town of Carmel, County of Putnam, State of New York, more particularly described as follows:

COMMENCING at a point marked by an "X"-cut found on the northerly face of a stone wall along the northerly line of lands of the City of New York acquired for the Mud Pond Outlet, where said line is intersected by the division line between lands of Richard & Rosemarie Diehl as described in Liber 1888, Page 183 of Deeds on the west and lands now or formerly of Forest Hills GBF, LLC as described in Liber 1782, Page 373 on the east; thence running from said commencement point, along said division line between lands of Richard & Rosemarie Diehl and lands of Forest Hills GBF, LLC, N.19°45'10"E. 235.24 feet and S.76°00'30"E. 23.48 feet to the **point and place of beginning** and the southwesterly corner of the parcel described herein; thence running from said point and place of beginning, along the easterly line of lands now or formerly of Richard & Rosemarie Diehl and in part along a stone wall or the remains thereof,

N. 15°36'00" E. 146.17 feet,
N. 18°16'00" E. 208.95 feet,
N. 17°27'00" E. 145.06 feet,
N. 18°29'00" E. 146.64 feet,
N. 77°07'00" W. 49.93 feet,
N. 6°50'00" E. 68.67 feet,
N. 0°17'00" E. 14.20 feet,
N. 3°56'00" E. 27.50 feet,
N. 6°56'00" E. 34.31 feet,
N. 8°11'00" W. 20.60 feet,
N. 13°38'00" E. 30.09 feet,
N. 84°42'00" W. 71.34 feet,
N. 0°43'30" E. 155.16 feet,
N. 0°09'00" W. 66.96 feet and
N. 4°20'00" W. 114.91 feet

to the southerly line of lands formerly of Orson Hazen, now being lands shown on a certain map entitled "Subdivision Plat prepared for Weber Hill Estates," filed in the Putnam County Clerk's Office on August 4, 1994 as Map No. 2619; thence running along Lot 2, Lot 4, Lot 5, Lot 6 and Lot 7 shown on said Filed Map No. 2619, generally on or along a stone wall,

Due North 15.60 feet,
S. 86°19'50" E. 115.64 feet,
S. 73°57'20" E. 40.16 feet,
S. 88°50'30" E. 84.12 feet,
S. 84°03'40" E. 69.57 feet,
N. 89°26'00" E. 60.80 feet,
N. 78°47'40" E. 54.03 feet,
N. 79°02'20" E. 203.51 feet,

N. 82°16'20" E. 104.85 feet,
 S. 77°00'20" E. 141.42 feet,
 S. 44°29'40" E. 56.36 feet,
 S. 44°15'50" E. 225.24 feet,
 S. 56°50'40" E. 92.33 feet,
 S. 56°35'50" E. 88.64 feet and
 S. 62°49'40" E. 16.62 feet

to an intersecting stone wall on the northwesterly line of lands formerly of Wesley Williams, now or formerly of Diane Hauck-Johnson et al, as Trustees of the Jane H. Hauck Trust as described in Liber 1889, Page 296 of Deeds; thence turning and running along the northwesterly and southerly lines of said lands of Diane Hauck-Johnson et al, generally on or along a stone wall,

S. 13°28'33" W. 0.66 feet,
 S. 12°44'11" W. 85.09 feet,
 S. 38°38'11" W. 55.00 feet,
 S. 44°24'11" W. 73.00 feet,
 S. 43°01'11" W. 163.60 feet,
 S. 41°31'11" W. 107.00 feet,
 S. 43°48'11" W. 148.00 feet,
 S. 47°35'10" E. 57.97 feet,
 S. 69°30'40" E. 198.56 feet,
 S. 70°15'10" E. 29.01 feet,
 S. 69°01'30" E. 139.17 feet,
 S. 68°36'50" E. 35.98 feet and
 S. 66°57'08" E. 0.97 feet

to an intersecting stone wall on the northwesterly line of lands now or formerly of Preston & Kathleen Bruenn as described in Liber 1971, Page 392; thence turning and running along said lands now or formerly of Bruenn, generally on or along a stone wall,

S. 33°15'30" W. 170.66 feet,
 N. 56°00'30" W. 37.03 feet,
 S. 41°00'30" W. 30.48 feet,
 S. 28°59'50" W. 29.50 feet and
 S. 30°22'10" W. 153.69 feet

to an intersecting stone wall and the northerly line of lands formerly of Welch, now lands identified as Lot 1 on a certain map entitled "Final Subdivision Plat prepared for George H. & Gail J. Fiero," filed in the Putnam County Clerk's Office on November 16, 1993 as Map No. 2602; thence turning and running along said lands formerly of Welch, identified as Lot 1 on Filed Map No. 2602, and generally on or along a stone wall,

N. 74°01'00" W. 124.93 feet,
 N. 78°45'50" W. 45.17 feet,
 N. 75°50'50" W. 189.76 feet,
 S. 2°41'00" W. 12.81 feet,

S. 16°43'50" W. 84.06 feet and
S. 20°20'30" W. 94.07 feet

to a corner in said lands and an intersecting stone wall; thence turning and running still along said lands identified as Lot 1 and, thereafter, along the northerly line of lands now or formerly of Forest Hills GBF, LLC as described in Liber 1782, Page 373 of Deeds and generally on or along a stone wall,

N. 75°21'00" W. 88.17 feet,
N. 77°48'50" W. 21.79 feet,
N. 74°43'40" W. 111.23 feet and
N. 62°55'40" W. 15.16 feet

to the a point near the end of the stone wall at the east side of the traces of an old traveled way; thence continuing along the northerly line of said lands now or formerly of Forest Hills GBF, LLC, following unmarked lines formerly monumented by an old wire fence but now, in part, crossing over a post and wire fence and a masonry stone retaining wall,

N. 42°45'00" W. 16.21 feet,
N. 76°14'20" W. 121.49 feet,
N. 76°54'10" W. 186.24 feet,
N. 76°44'10" W. 70.17 feet and
N. 76°00'30" W. 97.72 feet

to the easterly line of lands now or formerly of Richard & Rosemarie Diehl and the point and place of beginning.

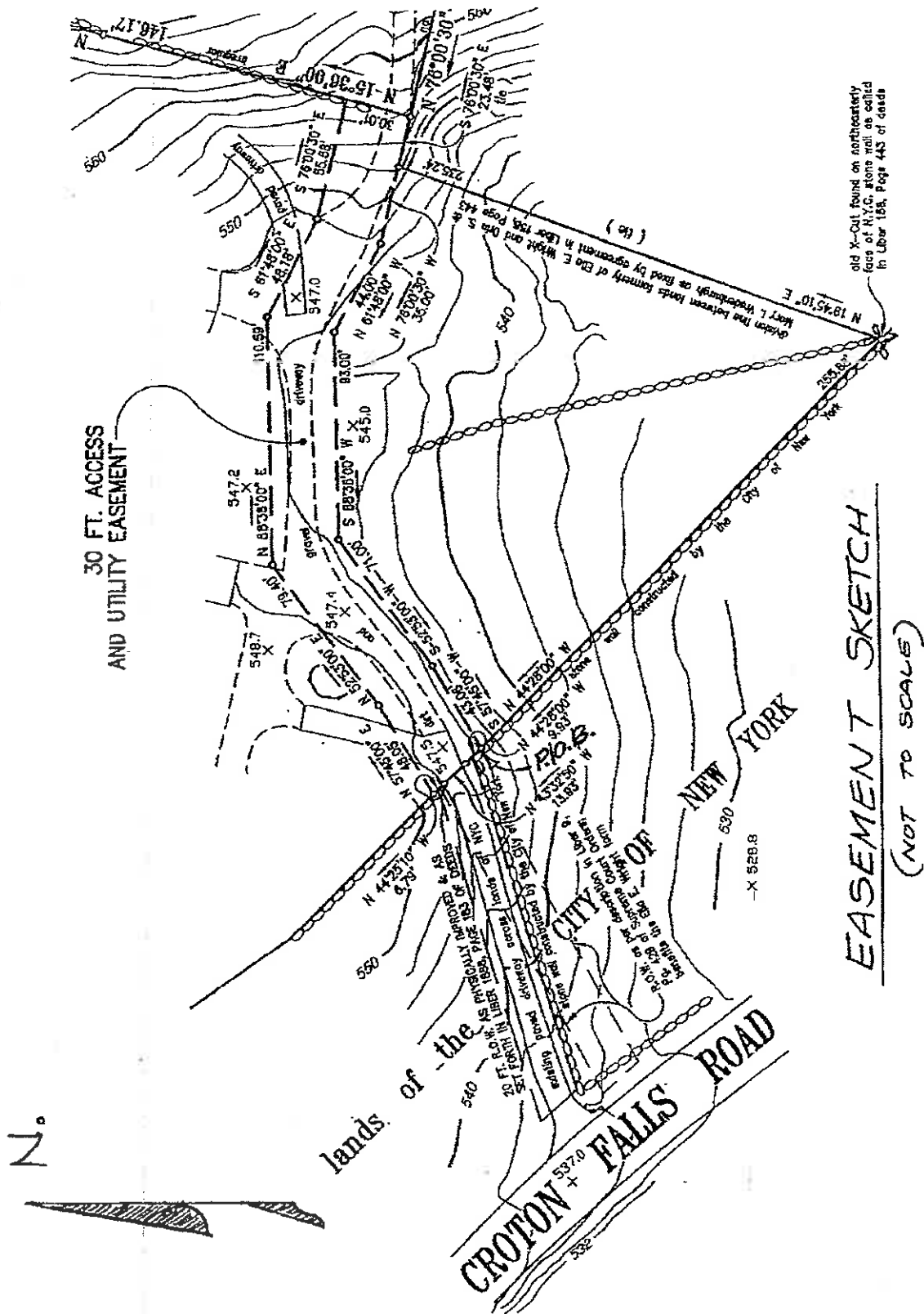
CONTAINING within said bounds 30.329 Acres, more or less.

BEING a portion of the former farm of Ella E. Wright as the same was generally described in Liber 77, Page 392 of Deeds; the portion of said farm north of Croton Falls Road and north of lands of the City of New York, which includes both the subject parcel described herein and lands now or formerly of Richard & Rosemarie Diehl adjoining on the west, was subsequently conveyed as one parcel to Margaret R. Lorini in Liber 158, Page 440 of Deeds.

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

TOGETHER with any appurtenant right to cross over lands of the City of New York for purposes of ingress and egress to Croton Falls Road, as was heretofore granted to benefit the Ella E. Wright farm in Liber 9, Page 429 of Supreme Court Orders.

SCHEDULE C
Easement Sketch and Description



DESCRIPTION OF 30 FT. ACCESS & UTILITY EASEMENT

BEING a 30 ft. wide easement for access and general utility purposes over a portion of lands of Richard Diehl & Rosemarie Diehl as described in Liber 1888, Page 183 of Deeds; said easement burdening lands situate in the Town of Carmel, County of Putnam, State of New York, and is more particularly described as follows:

BEGINNING at a point on the division line between lands of the City of New York on the southwest and lands of Richard Diehl & Rosemarie Diehl as described in Liber 1888, Page 183 of Deeds on the northeast; said point further identified as being distant 255.88 feet on a course N.44°28'00"W. as measured along said division line from a cross cut found on the northeasterly face of an old stone wall constructed by the City of New York at the most southerly corner of said lands of Richard Diehl & Rosemarie Diehl; thence running from said point and place of beginning, along the aforementioned division line between lands of the City of New York and lands of Diehl, in part along the northeasterly face of a stone wall and in part across the northeasterly terminus of an existing 20 ft. wide Right of Way originally granted to Ella E. Wright in Liber 9, Page 429 of Supreme Court Orders leading northeasterly from Croton Falls Road to the lands formerly of Wright, now of Diehl,

N.44°28'00"W. 9.93 feet,
N.43°32'50"W. 33.93 feet and
N.44°25'10"W. 6.79 feet

to a point; thence departing from said division line, running through the lands of Richard Diehl & Rosemarie Diehl,

N.57°45'00"E. 48.05 feet,
N.52°53'00"E. 79.40 feet,
N.88°38'00"E. 110.59 feet,
S.61°48'00"E. 48.18 feet and
S. 76°00'30"E. 55.58 feet

to a point on the division line between lands of Richard Diehl & Rosemarie Diehl on the west and lands of Richard Diehl, identified as Parcel B in Liber 1204, Page 318 of Deeds, on the east; thence turning and running along said division line,

S.15°36'00"W. 30.01 feet

to a point on the northerly line of lands now or formerly of Forest Hills GBF, LLC as described in Liber 1782, Page 373 of Deeds and a corner in the lands of Richard Diehl & Rosemarie Diehl; thence turning and running along the division line between lands now or formerly of Forest Hills GBF, LLC on the south and lands of Richard Diehl & Rosemarie Diehl on the north,

N.76°00'30"W. 23.48 feet

to a corner in said division line; thence continuing on a westerly prolongation of the last-recited course, running through the lands of Richard Diehl & Rosemarie Diehl,

N.76°00'30"W. 35.00 feet

to a point; thence continuing through the lands of Richard Diehl & Rosemarie Diehl,

N.61°48'00"W. 44.00 feet,
S.88°38'00"W. 93.00 feet,
S.52°53'00"W. 71.00 feet and
S.57°45'00"W. 43.06 feet

to the northeasterly line of lands of the City of New York and the point and place of beginning.



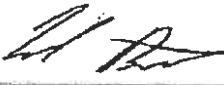
TOGETHER with the assignable and/or appurtenant right to use the existing 20 ft. wide Right of Way across lands of the City of New York as originally granted to Ella E. Wright in Liber 9, Page 429 of Supreme Court Orders; said Right of Way leading northeasterly from Croton Falls Road to the lands formerly of Ella E. Wright, now owned in part by Richard Diehl & Rosemarie Diehl and in part by Richard Diehl.

The lands of Richard Diehl benefitting from the easement described herein being lands currently identified as Parcel B in Liber 1204, Page 318 of Deeds, and are further identified as being the easterly portion of the original farm of Ella E. Wright as conveyed by said Wright to Margaret R. Lorini in Liber 158, Page 440 of Deeds; the entire Ella E. Wright farm having been generally described in Liber 77, Page 392 of Deeds.

Copies attached

L. 89 8335

SCHEDULE B-II
ITEM #13

 <p>Michael C. Bartolotti, County Clerk Putnam County Office Building 40 Glenesda Avenue Room 100 Carmel, New York 10512</p>	 ACS-00000000370647-000000000744543-003																											
Endorsement Page																												
Document # 1502584 Drawer # 07 Recorded Date: 11/10/2015																												
Document Type: EASEMENT TP584 Book 1995 Page 157 Recorded Time: 12:26:48 PM																												
Document Page Count: 3 Receipt # 17996																												
PRESENTER: RICHARD DIEHL PO BOX 865 BALDWIN PLACE, NY 10505	RETURN TO: RICHARD DIEHL PO BOX 865 BALDWIN PLACE, NY 10505																											
<table border="0" style="width: 100%;"> <tr> <td colspan="2" style="text-align: center;">PARTIES</td> </tr> <tr> <td style="width: 50%; vertical-align: top;"> GRANTOR RICHARD DIEHL </td> <td style="width: 50%; vertical-align: top;"> GRANTEE RICHARD DIEHL </td> </tr> </table>		PARTIES		GRANTOR RICHARD DIEHL	GRANTEE RICHARD DIEHL																							
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GRANTOR RICHARD DIEHL	GRANTEE RICHARD DIEHL																											
<table border="0"> <tr> <th colspan="3" style="text-align: left;">FEE DETAILS</th> </tr> <tr> <td>1502584</td> <td></td> <td></td> </tr> <tr> <td>EASEMENT TP584</td> <td style="text-align: right;">3</td> <td style="text-align: right;">35.00</td> </tr> <tr> <td>CULTURAL EDUCATION</td> <td></td> <td style="text-align: right;">15.00</td> </tr> <tr> <td>RECORD MANAGEMENT</td> <td></td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>PROCESSING FEE</td> <td style="text-align: right;">1</td> <td style="text-align: right;">1.00</td> </tr> <tr> <td>TP-584</td> <td style="text-align: right;">1</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td colspan="2">AMOUNT FOR THIS DOCUMENT:</td> <td style="text-align: right; border-top: 1px solid black;">61.00</td> </tr> <tr> <td colspan="2">REIT # 000000638</td> <td></td> </tr> </table>	FEE DETAILS			1502584			EASEMENT TP584	3	35.00	CULTURAL EDUCATION		15.00	RECORD MANAGEMENT		5.00	PROCESSING FEE	1	1.00	TP-584	1	5.00	AMOUNT FOR THIS DOCUMENT:		61.00	REIT # 000000638			RESERVED FOR CERTIFICATION
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AMOUNT FOR THIS DOCUMENT:		61.00																										
REIT # 000000638																												
THIS DOCUMENT WAS EXAMINED PURSUANT TO §315 REAL PROPERTY LAW  Michael C. Bartolotti Putnam County Clerk	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center; vertical-align: top;">EXEMPTIONS</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">RESERVED FOR CLERKS NOTES</td> </tr> </table>	EXEMPTIONS	RESERVED FOR CLERKS NOTES																									
EXEMPTIONS																												
RESERVED FOR CLERKS NOTES																												

EASEMENT
(Private Underground Line) * 250 CROTON FALLS RD
MAHOPAC, N.Y. 10541

THIS INSTRUMENT WITNESSETH that RICHARD AND ROSEMARIE DIEHL, having a mailing address at P.O. Box 865, Baldwin Place, NY 10505, hereinafter called the "Grantor(s)", being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, fronting off the street or highway known as Croton Falls Road, bounded easterly by the lands of RICHARD DIEHL and southerly by lands of THE CITY OF NEW YORK, and identified as Tax Map number 65.19-1-42, for and in consideration of the sum of One and no/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto RICHARD DIEHL, being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, and identified as Tax Map number 65.19-1-43, hereinafter called the "Grantee(s)", their lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove underground electric and communication systems, including cables, conduits, wires, vaults, pedestals, closures, hand/man holes, pipes, ducts and conduits, with the necessary fixtures or appurtenances thereto, including transformers and switching equipment, which the Grantee shall require now and from time to time for the underground transmission and/or distribution of electric current and communications, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The centerline of this easement is to begin at New York State Electric & Gas Corporation's padmounted transformer numbered U37-1 of line number 636; situate on Grantor's lands off the northerly side of Croton Falls Road, thence extending in a easterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately one thousand one hundred (1100) feet to a point, said point being New York State Electric & Gas Corporation's transformer numbered U37-1 of line number L636.

TOGETHER with free ingress and egress over the easement and right-of-way and other lands of Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat, and/or remove by manual, mechanical and chemical means trees, roots, brush, structures and other obstructions within said easement and right-of-way.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, roots, brush, structures and other obstructions as above provided) to the property of the Grantors, caused by the Grantee in the exercise of its rights under this easement shall be borne by the Grantee.

RESERVING, however, to the Grantors: the right to cultivate the ground and the right to cross and to recross said easement and right-of-way provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee.

THIS INSTRUMENT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 10th day of November, 2015.

Richard Diehl (L.S.)
Rosemarie Diehl (L.S.)

PRIVATE UNDERGROUND EASEMENT

Line 638 US7 Diehl Pkwy UG
Aulic, 94000020264 Parcel No.
Area Cost Center No. RC2J000034
Construction W.O. No. 601000066732

RICHARD DIEHL
ROSEMARIE DIEHL

TO

Dated NOVEMBER 10TH 2015

STATE OF NEW YORK
COUNTY OF

Recorded on the _____ day of _____

at _____ o'clock _____ M.
In Book _____ of Deeds at
Page _____ and examined,
(Clerk)

Consideration on this document
is less than \$100.00.

(Personal or Corporate Acknowledgment)

State of New York)
County of _____) ss:

On the _____ day of _____, in the
year _____, before me, the undersigned, a
Notary Public in and for said State, personally
appeared _____

personally known to me or proved to me on the
basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to
the within instrument and acknowledged to me
that he/she/they executed the same in
his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s) or
the person upon behalf of which the individual(s)
acted, executed the instrument.

Notary Public

(Personal or Corporate Acknowledgment)

State of New York)
County of Albany) ss:

On the 10th day of November, in the
year 2015, before me, the undersigned, a
Notary Public in and for said State, personally
appeared Richard Diehl and
Rosemarie Diehl

personally known to me or proved to me on the
basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to
the within instrument and acknowledged to me
that he/she/they executed the same in
his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s) or
the person upon behalf of which the individual(s)
acted, executed the instrument.

Notary Public

PHYLLIS HUNT HOLMES
Notary Public, State of New York
No. 01104799408

Qualified in Putnam County
Certified Filed in New York County
Commission Expires July 31, 2017

(Subscribing Witness Acknowledgment)

State of New York)
County of _____) ss:

On the _____ day of _____, in the
year _____, before me personally came _____

the subscribing witness to the foregoing
instrument, with whom I am personally
acquainted, who being by me duly sworn, did
depone and say that _____ he reside(s) in
the _____

that _____ he knew _____

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




Notary Public

TAX MAP NUMBER

Section 96 19 Block 1 Lot 42

RETURN TO
RICHARD DIEHL
POST OFFICE BOX 805
BALDWIN PLACE, NY 10505

SCHEDULE B-II
ITEM #14

 <p>Michael C Bartolotti, County Clerk Putnam County Office Building 40 Glenside Avenue Room 100 Carmel, New York 10512</p>		 ACS-000000000374325-000000000749788-003	
Endorsement Page			
Document # 1500126	Drawer # 04	Recorded Date: 01/13/2016	
Document Type: EASEMENT	Book 2001 Page 27	Recorded Time: 3:18:18 PM	
Document Page Count: 3	Receipt # 720		
PRESENTER: NYSEG C/O RIGHT OF WAY 35 MILAN ROAD BREWSTER, NY 10509		RETURN TO: NYSEG C/O CORPORATE RECORDS PO BOX 5224 BINGHAMTON, NY 13902	
PARTIES			
GRANTOR RICHARD DIEHL		GRANTEE NEW YORK STATE ELECTRIC & GAS CORPORATION	
FEE DETAILS 1500126 EASEMENT 3 35.00 CULTURAL EDUCATION 15.00 RECORD MANAGEMENT 5.00 PROCESSING FEE 1.00 AMOUNT FOR THIS DOCUMENT: 56.00		RESERVED FOR CERTIFICATION	
THIS DOCUMENT WAS EXAMINED PURSUANT TO S315 REAL PROPERTY LAW  Michael C. Bartolotti Putnam County Clerk		EXEMPTIONS RESERVED FOR CLERKS NOTES	

EASEMENTTHIS INSTRUMENT WITNESSETH THAT RICHARD DIEHL

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the TOWN of CARMEI, County of PUTNAM, State of New York, fronting on the street or highway known as CROTON FALLS ROAD, bounded SOUTHERLY IN PART by lands of N/F FOREST HILLS GBF, LLC. and WESTERLY by lands of N/F DIEHL, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive, in the Town of Kirkwood, County of Broome, State of New York, hereinafter called the Grantee, its lessees, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove, underground electric, gas and communication systems, including cables, wires, vaults, pedestals, closures, hand/man holes, pipes, ducts and conduits, with the necessary fixtures or appurtenances thereto, including transformers and switching equipment, which the Grantee shall require now and from time to time for the underground transmission and/or distribution of electric current, natural and/or manufactured gas and communications, for public or private use, in, upon, over, under, and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is - 10 - feet in width throughout its extent, situate, lying and being as follows:

SAID EASEMENT IS GRANTED FOR THE RIGHT TO INSTALL, MAINTAIN, REPAIR AND/OR REPLACE A PAD MOUNTED TRANSFORMER TO BE LOCATED UPON GRANTOR'S LANDS INSTALLED ATOP OF GRANTOR'S PRIVATE PAD AS CONSTRUCTED. SAID EASEMENT AREA SHALL BE TEN (10) FOOT BY TEN (10) FOOT SQUARE WITH TRANSFORMER CENTERED THEREIN. THE CENTER OF THE EASEMENT AREA SHALL BE GOVERNED BY THE ACTUAL PLACEMENT OF GRANTOR'S PRIVATE PAD. THE CENTER OF WHICH SHALL BE LOCATED APPROXIMATELY ONE HUNDRED FORTY (140) FEET WESTERLY OF GRANTOR'S HOME AND APPROXIMATELY ONE THOUSAND ONE HUNDRED (1100) FEET EASTERLY OF GRANTEE'S PAD MOUNTED TRANSFORMER NUMBERED U37 OF LINE NUMBER 636; TOGETHER WITH UNOBSTRUCTED FREE INGRESS AND EGRESS AT ALL TIMES UPON, OVER AND ACROSS GRANTOR'S DRIVEWAY AND THE LANDS ADJACENT THERE TO THE EXTENT NECESSARY TO ACCESS THE TRANSFORMER WITH PERSONNEL, VEHICLES AND EQUIPMENT. THE GRANTOR(S) SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR MAINTENANCE OF THEIR OWN PRIVATELY INSTALLED UNDERGROUND SERVICE CABLES.

THE GRANTEE, its successors and assigns, are hereby expressly given and granted the right to assign this easement and right of way, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

TOGETHER with free ingress and egress over the easement and right of way and other lands of the Grantor(s) for all of the above purposes; and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, roots, brush, structures and other obstructions within said easement and right of way.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, roots, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s) the right to cultivate the ground and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee.

This instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) ha S hereunto set his hand(s) and seal(s) this 10th day of November, 2015

IN PRESENCE OF:

Richard Diehl (L.S.)

Address: 250 CROTON FALLS RD
MAHOPAC, NY 10541

(L.S.)

Address: Mailing Address:
P.O. Box 865
Baldwin Place NY 10505

Address: _____

(L.S.)

Address: _____

New York State Electric & Gas Corp. - Records Management & Real Estate Services BREWSTER RWC - 400

EASEMENT

(Personal or Corporate Acknowledgment)

(Personal or Corporate Acknowledgment)

(Subscribing Witness Acknowledgment)

Line 638 US-1 Diem Padmounting Trans
Auth. 9490028284 Parcel No. 032
Area Cost Center No. RC2100034
Construction W.C. No. 801000068732
Richard Diem

STATE OF NEW YORK)
COUNTY OF) ss:
On the day of , before me, the undersigned, a Notary Public in and for said State, personally appeared

STATE OF NEW YORK)
COUNTY OF) ss:
On the 10th day of November, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Diem

STATE OF NEW YORK)
COUNTY OF) ss:
On this day of , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he reside(s) at

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Dated November 10, 2015
STATE OF NEW YORK)
COUNTY OF) ss:

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Recorded on the day of at o'clock M. In Book of Deeds at Page and examined.

Notary Public
PHYLLIS HUNT HOUNGERS
Qualified in Putnam County
No. 0130478429
Commission Expires July 31, 2017

Notary Public
PHYLLIS HUNT HOUNGERS
Qualified in Putnam County
No. 0130478429
Commission Expires July 31, 2017

Notary Public

(Clerk)

Consideration on this document is less than \$100.00



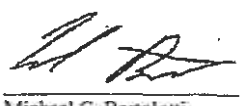
* For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity.

* For the purposes of this section, the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust custodians, nominee or any other individual or entity in its own or any representative capacity.

TAX MAP NUMBER
Section 88.19 Block 1 Lot 43
RETURN TO
PROPERTY MANAGEMENT
RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 5224
BINGHAMTON, NEW YORK 13902-5224

SCHEDULE B-II
ITEM #15

MHA

 <p>Michael C Bartolotti, County Clerk Putnam County Office Building 40 Glencliff Avenue Room 160 Carmel, New York 10512</p>		 <p>ACS-00000000416678-000000000812534-009</p>	
Endorsement Page			
Document # 1603690		Drawer # 06	
Document Type: MORTGAGE		Book 6767 Page 316	
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PRESENTER: CORPORATE SETTLEMENT SOLUTIONS 25221 COUNTRY CLUB BLVD. NORTH OLMSTED, OH 44070		RETURN TO: CORPORATE SETTLEMENT SOLUTIONS 25221 COUNTRY CLUB BLVD NORTH OLMSTED, OH 44070	
MORTGAGOR RICHARD DIEHL		PARTIES MORTGAGEE MAHOPAC BANK	
FEE DETAILS Consideration: \$250,000.00 1603690 MORTGAGE 9 55.00 CULTURAL EDUCATION 15.00 MORTGAGE TAX 2,595.00 RECORD MANAGEMENT 5.00 PROCESSING FEE 1 1.00 AMOUNT FOR THIS DOCUMENT: 2,681.00 MTAX # DI000001494		RESERVED FOR CERTIFICATION	
THIS DOCUMENT WAS EXAMINED PURSUANT TO §316 REAL PROPERTY LAW		EXEMPTIONS	
 Michael C. Bartolotti Putnam County Clerk		RESERVED FOR CLERKS NOTES	

RECORDATION REQUESTED BY:

Mahopac Bank
Mahopac Office
630 Route 6
Mahopac, NY 10541

WHEN RECORDED MAIL TO:

Corporate Settlement Solutions
25221 Country Club Blvd STE 235
North Olmsted, OH 44070

CSSNY-324725

FOR RECORDER'S USE ONLY



0260

CREDIT LINE MORTGAGE

DEFINITIONS. The following words are used often in this document. When they are used, they will have the following meanings:

Borrower. Richard J. Diehl and Rosemarie Diehl and all other persons and entities signing the Credit Agreement will sometimes be called "Borrower".

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated September 7, 2017 and signed by Borrower with a credit limit of \$250,000.00. The words "Credit Agreement" include all renewals of, extensions of, modifications of, and substitutions for the credit agreement. The maturity date of this Security Instrument is September 7, 2047. Specifically, without limitation, this Security Instrument secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement. **NOTICE TO OWNER: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Security Instrument.

Lender. Mahopac Bank will be called "Lender."

Mortgage. This Mortgage between Owner and Lender will be called the "Mortgage".

Owner. Richard J. Diehl and Rosemarie Diehl sometimes will be called "Owner" and sometimes simply "I" or "me."

Property. The property that is described in the section titled "DESCRIPTION OF THE PROPERTY" will be called the "Property".

Related Documents. All promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Sums Secured will be called "Related Documents".

Security Instrument. This mortgage document will also be called the "Security Instrument."

Sums Secured. The amounts described below in the section titled "OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY" sometimes will be called the "Sums Secured."

The Property covered by this Mortgage is improved by a 1 or 2 family residence only.

NOTICE: THIS SECURITY INSTRUMENT SECURES AN AGREEMENT WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

THIS SECURITY INSTRUMENT IS A CREDIT LINE MORTGAGE AS DEFINED IN SECTION 281 OF THE NEW YORK REAL PROPERTY LAW. IT SECURES AN INDEBTEDNESS UNDER THE DEFINITION OF CREDIT AGREEMENT, LOCATED IN THE DEFINITIONS SECTION, WHICH REFLECTS THE FACT THAT THE PARTIES REASONABLY CONTEMPLATE ENTERING INTO A SERIES OF ADVANCES OR ADVANCES, PAYMENTS, AND READVANCES. THE CREDIT AGREEMENT LIMITS THE AGGREGATE AMOUNT AT ANY TIME OUTSTANDING TO THE MAXIMUM AMOUNT SET FORTH ABOVE IN THE DEFINITION OF CREDIT AGREEMENT.

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THIS MORTGAGE IS DATED September 7, 2017, BETWEEN Richard J. Diehl and Rosemarie Diehl, whose address is 254 Croton Falls Rd, Mahopac, NY 10541 (sometimes below will be called "Owner," "Borrower," "I," or "me"); and Mahopac Bank, whose address is Mahopac Office, 630 Route 6, Mahopac, NY 10541 (sometimes below will be called "Lender").

OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY. I mortgage, grant and convey to Lender the Property, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. Those rights that the law gives to lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if I fail to do any of the following:

- (A) Pay all the amounts that I owe Lender as stated in the Credit Agreement;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument.

DESCRIPTION OF THE PROPERTY. I mortgage, grant and convey to Lender the Property described in (A) through (C) below.

- (A) This Property is located in Putnam County, State of New York:

A parcel of land situated in the Town of Carmel, County of Putnam, State of New York, to-wit: BEGINNING at the northwesterly corner of the premises herein described at the junction of the lands of M.

Campbell Lorini and Margaret R. Lorini, his wife, and lands now or formerly of Edward Dwyer and lands now or formerly of Archie Swanson; running thence along said lands now or formerly of Archie Swanson and along stone walls the following

courses and distances:

South 86° 19' 50" East 115.64 feet;

South 73° 57' 20" East 40.16 feet;

South 88° 50' 30" East 84.12 feet;

South 84° 03' 40" East 69.57 feet;

North 89° 26' 00" East 60.80 feet;

North 78° 47' 40" East 54.03 feet;

North 79° 02' 20" East 203.51 feet;

North 82° 16' 20" East 104.85 feet;

South 77° 00' 20" East 141.42 feet;

South 44° 29' 50" East 56.36 feet;

South 44° 15' 50" East 225.24 feet;

South 56° 50' 40" East 92.33 feet;

South 56° 35' 50" East 88.64 feet and

South 62° 49' 40" East 16.86 feet to lands now or formerly of Williams Estate;

running thence along said lands now or formerly of Williams Estate and along a stone wall the following

courses and distances;

South 12° 46' 30" West 85.93 feet;

South 37° 18' 30" West 49.66 feet;

South 44° 24' 30" West 232.93 feet;

South 40° 00' 00" West 94.12 feet;

South 43° 10' 40" West 169.08 feet to a corner;

along said lands of Williams Estate and along stone walls along said lands or Williams Estate and along

stone walls South 47° 35' 10" East 57.97 feet;

South 69° 30' 40" East 198.56 feet and South 70° 15' 10" East 29.01 feet;

continuing thence along said land of Williams Estate and along a rail fence South 69° 01' 30" East

139.12

feet and South 68° 36' 50" East 35.98 feet to a corner; continuing thence along said lands of

Williams

Estate and along stone walls south 33° 15' 30" West 171.23 feet;

North 56° 00' 30" West 37.03 feet;

South 41° 00' 30" West 30.48 feet;

South 28° 59' 50" West 29.50 feet and

South 30° 22' 10" West 153.69 feet to land now or formerly of Pauline Bulmar;

running thence along said land of Bulmar and along stone walls the following courses and distances;

North 74° 01' 00" West 124.93 feet;

North 78° 45' 50" West 45.17 feet;

North 75° 50' 50" West 189.76 feet to a corner;

continuing thence along said land of Bulmar and along stone walls the following courses and distance:

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South 27° 41' 00" West 12.81 feet;
South 167° 43' 50" West 84.06 feet;
South 207° 20' 30" West 94.07 feet to land now or formerly of E. Welch;
running thence along said land of E. Welch and along stone walls the following courses and distances:
North 75° 21' 00" West 88.17 feet;
North 77° 48' 50" West 21.79 feet;
North 74° 43' 40" West 111.23 feet;
North 62° 55' 40" West 15.16 feet;
North 42° 45' 00" West 16.21 feet and
North 76° 14' 20" West 121.49 feet to land now or formerly
of Vredenburg;
running thence along said land now or formerly of Vredenburg and along stone walls the following
courses
and distances:
North 76° 54' 10" West 186.24 feet;
North 76° 44' 10" West 70.17 feet and
North 76° 00' 30" West 100 feet more or less to other lands now or formerly of Lorini at the
intersection of a
stone wall;
Running thence along said stone wall and along other lands now or formerly of Lorini the following
courses
and distances:
North 18° East 652 feet;
South 89° West 40 feet;
North 2° East 200 feet;
North 86° West 70 feet;
North 2° West 335 feet to land now or formerly of Dwyer;
Running thence along land now or formerly of Dwyer and along a stone wall due North 15.60 feet to
the
point or place of beginning.
Parcel ID(s): 65.19-1-43
Property Address: 254 Croton Falls Rd, Mahopac, NY 10541
File Number: CSSNY-324225

The Real Property or its address is commonly known as 254 Croton Falls Rd, Mahopac, NY 10541. The Real Property tax identification number is 65.19-1-43.

- (B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subparagraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property;"
- (D) All rents and royalties from the Property described in subparagraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water rights and stock that are part of the Property described in subparagraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subparagraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section;
- (H) All of the rights and property described in subparagraphs (B) through (G) of this section that I acquire in the future; and
- (I) All replacements of or additions to the Property described in subparagraphs (B) through (I) of this section.

OWNER'S RIGHT TO MORTGAGE THE PROPERTY AND OWNER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY. I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

THIS MORTGAGE IS GIVEN TO SECURE (A) PAYMENT OF THE SUMS SECURED AND (B) PERFORMANCE OF ALL OF MY OBLIGATIONS UNDER THIS MORTGAGE. I PROMISE AND I AGREE WITH LENDER AS FOLLOWS:

OWNER'S PROMISE TO PAY. I will pay to Lender on time principal and interest due under the Credit Agreement and any prepayment and late charges due under the Credit Agreement.

OWNER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS. I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will do this by making the payments on time to the person owed them. (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party.) If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I

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have done so.

Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a "lien." I must promptly pay or satisfy a superior lien unless: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give me a notice identifying the superior lien. I will then pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Security Instrument:

Existing Lien. The lien of this Security Instrument securing the Sums Secured may be secondary and inferior to an existing lien. I expressly covenant and agree to pay, or see to the payment of, the Existing Indebtedness and to prevent any default under the Existing Indebtedness. I understand that in the event of a default on the Existing Indebtedness, Lender has the right to pay over money to cure the default. Lender will then be entitled to add any sums which it pays to the amount owing on the Credit Agreement. Those sums which the Lender pays will be entitled to interest at the same rate of interest as the other Sums Secured as defined above. Further the Lender has the right to demand immediate repayment of those sums advanced on the existing indebtedness.

No Modification. I shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Security Instrument by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. I shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

OWNER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE. I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. If the Property is or becomes located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, I agree to obtain and maintain Federal Flood Insurance for the maximum amount of my credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender. I agree to maintain such insurance for the term of the loan. **NOTICE:** In no event, however, pursuant to Section 38.9 of the New York Banking Board Regulations, will I be required to provide hazard insurance in excess of the replacement value of the buildings and other improvements on the Property. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable.

All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to repair or to restore the damaged Property unless: (A) it is not economically feasible to make the repairs or restoration; or (B) the use of the proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (C) Lender and I have agreed in writing not to use the proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that is owed to Lender under the Credit Agreement and under this Security Instrument. If any of the proceeds remain after the amount that is owed to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within thirty (30) days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which is owed to Lender under the Credit Agreement, that use will not delay the due date or change the amount of any of the regularly scheduled payments under the Credit Agreement. However, I and Lender may agree in writing to those delays or changes.

If Lender acquires the Property as provided below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

OWNER'S OBLIGATION TO MAINTAIN THE PROPERTY. I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate.

LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE. If I fail to comply with any provision of this Security Instrument, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on my behalf may, but will not be required to, take any action that Lender thinks to be appropriate. Any amount that Lender spends or incurs in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of my repayment. All such expenses, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Credit Agreement

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and be apportioned among and be payable with any installment payments to become due either during the term of any applicable insurance policy or during the remaining term of the Credit Agreement, or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Security Instrument also will secure payment of these amounts. The rights provided for in this paragraph will be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any action taken by Lender under this paragraph will not constitute a cure of any default so as to bar Lender from any remedy that it otherwise would have had under this Security Instrument.

If Lender required mortgage insurance as a condition for my loan, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

POSSESSION AND USE. Until in default, I may remain in possession and control of and operate and manage the Property.

LENDER'S RIGHT TO INSPECT THE PROPERTY. Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before, or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY. A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within thirty (30) days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which is owed to Lender under the Credit Agreement, that use will not delay the due date or change the amount of any of the regularly scheduled payments under the Credit Agreement. However, Lender and I may agree in writing to those delays or changes.

CONTINUATION OF OWNER'S OBLIGATIONS AND OF LENDER'S RIGHTS.

Owner's Obligations. Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the regularly scheduled payments of principal and interest due under the Credit Agreement or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Credit Agreement and under this Security Instrument.

Lender may allow delays or changes for a person who takes over my rights and obligations, even if Lender is not requested to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Credit Agreement or under this Security Instrument, even if Lender is requested to do so.

Lender's Rights. Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right to demand immediate payment in full of the amounts that are owed to Lender under the Credit Agreement or under this Security Instrument.

OWNER'S OBLIGATIONS AND THOSE OF PERSONS TAKING OVER OWNER'S OBLIGATIONS. Any person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one person signs this Security Instrument as Owner, each of us is fully obligated to keep all of Owner's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together.

LOAN CHARGES. If the Credit Agreement secured by this Security Instrument is subject to a law which sets maximum Credit Agreement charges, and that law is finally interpreted so that the interest or other Credit Agreement charges collected or to be collected in connection with the Credit Agreement exceed permitted limits: (A) any such charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal owed under the Credit Agreement or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Agreement.

LEGISLATION AFFECTING LENDER'S RIGHTS. If a change in applicable law would make any provision of the Credit Agreement or this Security Instrument unenforceable, Lender may require immediate payment in full of all Sums Secured by this Security Instrument as that phrase is defined above. If Lender requires immediate payment in full under this Paragraph, Lender will take the steps and may act as specified below.

NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT. Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class, certified or registered mail unless applicable law requires use of another method. The notice will be addressed to me at the address shown at the beginning of this Security Instrument. A notice will be given to me at a

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different address if I give Lender notice of my different address. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to the Lender's address shown at the beginning of this Security Instrument. A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph or of applicable law.

LAW THAT GOVERNS THIS SECURITY INSTRUMENT. This Security Instrument will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New York without regard to its conflicts of law provisions. This Security Instrument has been accepted by Lender in the State of New York.

OWNER'S COPY. I will be given one conformed copy of the Credit Agreement and of this Security Instrument.

AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED. Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may require immediate payment in full if a beneficial interest in Owner is sold or transferred and Owner is not a natural person. However, Lender will not require immediate payment in full if this is prohibited by federal law as of the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph, Lender will give me a notice which states this requirement. The notice will give me at least thirty (30) days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

DEFAULT. At Lender's option, I will be in default under this Security Instrument if any of the following happen: (A) I commit fraud or make a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about my income, assets, liabilities, or any other aspects of my financial condition. (B) I do not meet the repayment terms of the Credit Agreement. (C) My action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, death of all persons liable on the credit line account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

LENDER'S RIGHTS UPON DEFAULT. If I am in default under this Security Instrument, this is what Lender may do, in addition to any other rights or remedies provided by law:

Accelerate Payment. Lender shall have the right at its option without notice to me to require that I pay immediately the entire amount then remaining unpaid under the Credit Agreement and under this Security Instrument, including any prepayment penalty which I would be required to pay.

Lender's Rights to Rental Payments and to Take Possession of the Property. If Lender requires immediate payment in full, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (1) collect the rental payments, including overdue rental payments, directly from the tenants; (2) enter on and take possession of the Property; (3) manage the Property; and (4) sign, cancel and change leases. If Lender notifies the tenants that Lender has the right to collect rental payment Lender has the right to collect rental payment directly from them under this Paragraph, I agree that the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Security Instrument. All rental payments collected by Lender or by a receiver, other than any rent paid by me, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees, and the cost of any necessary bonds.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing my interest in all or any part of the Property.

My Payment of Rent. If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining on the Sums Secured after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of my obligations under this Security Instrument, after my failure to do so, that decision by Lender will not affect Lender's right to declare me in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Security Instrument, Lender will be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Sums Secured. Expenses covered by this paragraph include, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. I also will pay any court costs, in addition to all other sums provided by law.

LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT. When Lender has been paid all amounts due under the Credit Agreement and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this

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Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

AGREEMENTS ABOUT NEW YORK LIEN LAW. I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Instrument:

Amendments. What is written in this Security Instrument and in the Related Documents is my entire agreement with Lender concerning the matters covered by this Security Instrument. To be effective, any change or amendment to this Security Instrument must be in writing and must be signed by whoever will be bound or obligated by the change or amendment. Lender and I agree that at any time before the expiration of the draw period specified in the Credit Agreement, upon Lender's discretion, the term of the draw period may be extended or modified.

Merger. There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Time is of the Essence. Time is of the essence in the performance of this Security Instrument. This means that all deadlines for performance provided under this Security Instrument must be strictly complied with and that failure to do so will result in a default.

Waiver of Homestead Exemption. I hereby release and waive all rights and benefits of the homestead exemption laws of the State of New York as to all Sums Secured by this Security Instrument.

Waivers and Consents. Lender will not be deemed to have waived any rights under this Security Instrument unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right will operate as a waiver of such right or any other right. A waiver by any party of a provision of this Security Instrument will not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and me, will constitute a waiver of any of Lender's rights or any of my obligations as to any future transactions. Whenever consent by Lender is required in this Security Instrument, the granting of such consent by Lender in any instance will not constitute continuing consent to later instances where such consent is required.

I ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SECURITY INSTRUMENT, AND I AGREE TO ITS TERMS.

OWNER:

X

Richard J. Diehl

X

Rosemarie Diehl

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New YorkCOUNTY OF Putnam

On the 7 day of Sept in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard J. Diehl, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By

Notary Public

My commission expires

5/31/18

BETH ANN LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
NO. 01LE9026314
MY COMMISSION EXPIRES MAY 31, 2018

**MORTGAGE
(Continued)**

Loan No: 75005146

Page 8

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Pulaski) SS

On the 7 day of Sept in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Rosemarie Diehl, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

By Beth Ann Lewis
Notary Public

My commission expires 5/31/17

LaserPro, Ver. 17.1.10.015 Copr. D+H USA Corporation 1997, 2017. All Rights Reserved. - NY M:\CFILPL\F90.FC TR-40362 PR-94

BETH ANN LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
NO. 01LES028314
MY COMMISSION EXPIRES MAY 31, 2018

RECEIVED
NOTARY PUBLIC
BETH ANN LEWIS
DUTCHESS COUNTY
NEW YORK
MAY 31 2018

SCHEDULE B-II
ITEM #16

Assignment

FILE 343

The undersigned, hereinafter called the Grantor, being the owner of or having an interest in land situate in
 of _____ County
 Mahopac, Broton Falls Road, State of New York, fronting on the street or highway known as
 N.Y.C. Water Supply and bounded easterly by the land of
 and westerly by the land of N.Y.C. Water Supply

In Consideration, of \$1.00 paid by the Grantee, hereby grants and releases unto the NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having its principal office at 108 East Green Street, Elmhurst, New York, herein called the Grantee, its successors and assigns, its or their lessees or licensees, the right, privilege and authority to construct, reconstruct, extend, operate, inspect, maintain, and at its pleasure, to remove a pole line with the necessary wires, cross arms, guy wires, bracks and other fixtures and appurtenances used or adopted for the transmission and/or distribution of electric current and/or for telephone or telegraph communication for public or private use upon and over said land and property and/or the highways abutting or running through said land. The easement and right of way hereby granted and released is ten (10) feet in width throughout its extent, situate, lying and being as follows:

Beginning at Grantee's pole numbered line 652, pole number 2207, situated on the easterly side of a private drive approximately 110 feet northerly of Mahopac, Broton Falls Road, thence extending in an easterly direction upon and over the property of N.Y.C. Water Supply a distance of about 35 feet to a point in Grantor's westerly property line, said point being about 20 feet southerly of Grantor's residence.

Together with the right to trim, cut, and remove trees and brush to the extent necessary to clear said wires and pole line by ten (10) feet.

Provided, however, that any damage (other than for trimming, cutting, or removing trees, as above provided) to the property of the Grantor caused by the Grantee in constructing or repairing said line, shall be borne by the Grantee.

Reserving, however, to the Grantor, the right to cultivate the ground between said poles and supporting structures and beneath said wires and fixtures and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists; and provided that no structure shall be erected, and no excavating, mining or blasting shall be undertaken within the limits of the right of way without written consent of the Grantee, Grantor's, in said use of said ground shall maintain a clearance of ten (10) feet or more from Grantee's aerial wires with equipment or otherwise.

In Witness Whereof, the Grantor, _____, has hereunto set _____ hand, _____ and seal _____ this _____ day of _____, 19 _____.

In Presence of:

 (S. J. Powell) (S. J. Powell)

Address: _____

 _____ (S.)

Address: _____

 _____ (S.)

Address: _____

 _____ (S.)

Address: _____

 _____ (S.)

RWC-863

(Corporate Acknowledgment With Seal)

State of New York
County of

On this day c
19, before me came

99

to me personally known and known to me to be the same

1000

Johnnie Walker

Recorded on the day of

14

[illegible]

In Book 6 of Decid's

And estimated

Paid from Working Fund		Officer
Cl. No.	Amount	Date
Cl. No.	Amount	Date

James D. Boyle
(Mature Public)

JOSEPH D. BOYLE,
NOTARY PUBLIC, STATE OF NEW YORK
Qualified in Sullivan County.
Commission Expires _____

4-OUT-7-11-17-93

15 MAY 1961

RETURN TO
DOCUMENT FILE
NEW YORK STATE ELECTRIC & GAS CORP.
ITHACA, NEW YORK

to me personally knowing who, being by me duly sworn, at
depose and say that, in critical and
of
in the
and that he is
of
the corporation described in and which control the above
statement that, he knows the rest of said Corporation;
that he was not asked by said defendant, is such corporate seal,
said Corporation, and that he signed a same thereto
by like order.

Invited Public

REC'D

Corporate Document: Doc # ITIACA-NEW-X-0

SCHEDULE B-II
ITEM #17

1164 280

Easement

THIS INSTRUMENT WITNESSETH THAT

Richard + Linda Dietsch

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, fronting on ~~the northern boundary of the~~ Croton Falls Road bounded easterly in part by lands of Diakon and westerly in part by lands of Colonna

for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office in the Town of Dryden (no street address), County of Tompkins, State of New York, hereinafter called the Grantee, its lessors, licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to construct, reconstruct, relocate, extend, operate, inspect, maintain, repair, replace, and at its pleasure, remove any poles or line of poles, supporting structures, cable crossarms, overhead and underground wires, guys, braces, communication facilities and other fixtures and appurtenances which the Grantee shall require now and from time to time for the transmission and/or distribution of electric current and/or for communication purposes, for public or private use, on, upon, over, under and across said land and of the highways abutting or running through said land.

The easement and right of way hereby granted and released is 20 feet in width throughout its extent, situate, lying and being as follows:

The centerline of said easement and right of way is supplemental to a prior easement granted by Frank L. and Norma C. Horsfall on September 4, 1964 and recorded in the Putnam County Clerk's office on October 7, 1964 in Liber 600 of Deeds at Page 343 insofar as it grants the additional right to extend a lateral line beginning at a point in Grantor's southerly property line where the said line enters Grantor's land from the land of the City of New York, thence extending in a northeasterly direction upon and over Grantor's land a distance of approximately one hundred (100) feet to a point; said point being approximately four hundred sixty (460) feet southwesterly of Grantor's garage.

TOGETHER with free ingress and egress over the easement and right of way and other lands of Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, brush, structures and other obstructions within said easement and right of way and such other trees adjacent to the right of way that, in the opinion of the Grantors, may interfere with the construction, operation and maintenance of their line or lines.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s): the right to cultivate the ground between said poles, towers and supporting structures and beneath said wires and fixtures, and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee. Grantor(s) in said use of said ground shall maintain a clearance of 10 feet or more from Grantee's aerial wires with vehicles, machinery and equipment.

This Instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hands and seal(s) this 19th day of June, 1974.

IN PRESENCE OF:

Notary Public, State of New York
Qualified in Putnam County
Comm. Exp. March 20, 1975

08260

Address: 232 Croton Falls Road

Address: 232 Croton Falls Road

Address: 232 Croton Falls Road

Address: 232 Croton Falls Road

Address: 232 Croton Falls Road

Address: 232 Croton Falls Road

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Address: 232 Croton Falls Road

Address: 232 Croton Falls Road

NEW YORK STATE ELECTRIC & GAS CORP.-INVESTOR'S DOCUMENT FILE, BROOKLYN, N.Y.

12312388

Line. Dishl Private Primary Svc.
Auth. 11050-9000 Parcel No. 411-70
Area Cost Center Co. 11-70
Construction W. O. No. 11052-207

Richard Diehl
Linda Spitz

TO
NEW YORK STATE ELECTRIC
& GAS CORPORATION

Date	June 18	June 19	June 22
1932			

State of New York

RECEIVED
 RECORDS SECTION
 JULY 11 1964
 U.S. DEPARTMENT OF JUSTICE
 FEDERAL BUREAU OF INVESTIGATION
 WASHINGTON, D.C. 20535
 FROM: SAC, NEW YORK (100-38861)
 TO: DIRECTOR, FBI (100-442614)
 SUBJECT: JAMES EARL RAY, AKA
 RE: NEW YORK TELETYPE TO BUREAU
 JULY 10, 1964.
 ENCL. 1

Page: 1 of 1

1425

CORPORATE RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14851

Personal Address

1863

On this 13th day of June 1992, before me, the subscriber, personally appeared

LINDA DIETL.
RICHARD DIETL
[Signature]

(to one personally known and known to me to be the same person described to and who executed the within instrument and duly acknowledged as for the execution of the same. *Wm. H. H. H. H. H.*)

NEW YORK, N.Y., JULY 1960
NEW YORK, N.Y.
NEW YORK, N.Y.

REMARKS

Paid from Working Fund		Office	
Clk. No.	Amnt.	Done	Date
Clk. No.	Amnt.		Date

Consideration on this document is less than \$100.00

COL 19871230

CORPORATE RECORDS CENTER
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14851

Subcommittee on the Environment, U.S. House of Representatives

State of New York
County of

On this	day of	before me personally
19		

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did declare and say that

RECEIVED
REAL ESTATE
2005
PROPERTY TAX
PUTNAM
COUNTY

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

Always Put It

THE FINANCIAL AGENCY BY
THIS DOCUMENT IS QUOTED
IN THE JOURNAL OF
THE NATIONAL
MILITARY ACADEMY
ON THE OFFICIAL
TAX MAP AS US 19
ELOCK NO. 1 LOT NO. 42-

NEW STATE ELECTRIC & GAS CORP.—ITHACA DIVISION FLS

! Personnel Assigned

160

On this 18th day of June, 1972, before me, the subscriber, personally appeared Edward Finkle

to one personally known and known to me to be the same person described in and who executed the within instrument and duly acknowledged to me the execution of the same.

DEBRA A. ORANGE
History Public, State of New York
Qualified in Orange County
Commission Expires July 31, 1992

1164 ■ 281

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
JUL 5 11 08 AM '92

SCHEDULE B-II
ITEM #18

1164 282

Easement

THIS INSTRUMENT WITNESSETH THAT

Richard & Linda Dielle

hereinafter called the Grantor(s), being the owner(s) of or having an interest in land situate in the Town of Carmel, County of Putnam, State of New York, fronting on ~~the Croton Falls Road~~ a private roadway leading in a northerly direction from Croton Falls Road, bounded easterly in part by lands of Dikran and westerly in part by lands of Colonna

for and in consideration of the sum of One and No/100 Dollars (\$1.00), the receipt of which is hereby acknowledged, does hereby grant and release unto NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office in the Town of Dryden (no street address), County of Tompkins, State of New York, hereinafter called the Grantee, its licensees, successors and assigns forever, a permanent easement and right of way, with the right, privilege and authority to install, construct, reconstruct, extend, operate, inspect, maintain, repair, replace, and at its pleasure remove, underground electric, gas and communication systems, including cables, wires, vaults, pedestals, closures, hand/man holes, pipes, ducts and conduits, with the necessary fixtures or appurtenances thereto, including transformers and switching equipment, which the Grantee shall require now and from time to time for the underground transmission and/or distribution of electric current, natural and/or manufactured gas and communications, for public or private use, in, upon, over, under and across said land and/or the highways abutting or running through said land.

The easement and right of way hereby granted and released is 20 feet in width throughout its extent, situate, lying and being as follows:

The centerline of said easement and right of way to begin at a point on Grantor's land a distance of approximately four hundred (400) feet northerly of Grantee's pole numbered 37-1 of line number 636 and approximately fifty (50) feet northwesterly of Grantor's garage, thence extending in a northwesterly direction in, through, under and to the extent necessary upon and over Grantor's land a distance of approximately ten (10) feet to a point; said point being approximately sixty (60) feet northwesterly of Grantor's garage.

TOGETHER with free ingress and egress over the easement and right of way and other lands of Grantor(s) for all of the above purposes and the right now and from time to time to trim, cut, burn, treat and/or remove by manual, mechanical and chemical means trees, roots, brush, structures and other obstructions within said easement and right of way.

PROVIDED, however, that any damage (other than for trimming, cutting, treating, burning and/or removing trees, roots, brush, structures and other obstructions as above provided) to the property of the Grantor(s), caused by the Grantee in the exercise of its rights under this instrument shall be borne by the Grantee.

RESERVING, however, to the Grantor(s): the right to cultivate the ground and the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct or endanger any rights granted, as aforesaid and shall not disturb the grade of said ground as it now exists, and provided that no structure shall be erected, no trees shall be grown, cultivated or harvested, and no excavating, mining or blasting shall be undertaken within the limits of the easement and right of way without written consent of the Grantee.

This instrument shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) hereunto set their hand(s) and seal(s) this 10 day of July, 1992.

IN PRESENCE OF: MARIO R. VINELLO
Notary Public, State of New York
Qualified in Putnam County
Comm. Exp. March 30, 1994

Mario R. Vinello

Mario R. Vinello
Notary Public, State of New York
Qualified in Putnam County
Comm. Exp. March 30, 1994

08261

Richard Dielle (LS.)

Address: 250 CUMMINS AVE
Putnam, N.Y. 12854

Linda Dielle (LS.)

Address: P.O. Box 18
Croton Landing, NY
12814

Address: (LS.)

Address: (LS.)

Address: (LS.)

Use Diehl Private Primary Svc.

Auth. 11100-9000

Arroyo Coste Cement Co. 11-70

Construction W. O. No. 11052-203

Richard D. Lenz

Linda Dinkel

20

**NEW YORK STATE ELECTRIC
& GAS CORPORATION**

Dead June 18 19 92

[illegible]

1. UNION WORKERS IN A WITNESS
TESTIFY ON THE 5 DAY OF JULY, 1962.
AT 4 03 PM A.M. RECORDED IN
BOOK NO 1164 OF Series 19
BY 288 AND EXAMINED

In Book _____ of Records at _____
 signed _____ and examined _____

— (4th)

"Personal! Acknowledgment!"

State of New York
County of *Livingston*

On this 18 day of June 1961

[Handwritten signature]

to the personally known and known to me to be the same person..... described in and who executed the within instruments and duly acknowledged to me the execution of the same.

3. EXP. AUTHORIZED *James H. [Signature]*
(Name in Print)

STYLING

Paid from Working Fund

Ct. No. _____ Acct. _____ Date _____
Consideration on this document is less than \$100.00.

RETURN TO
JUN 30 1992

CORPORATE DOCUMENT DEPARTMENT
NEW YORK STATE ELECTRIC & GAS CORP.
POST OFFICE BOX 287
ITHACA, NEW YORK 14850

ETHANAC. NEW YORK 14850

20254228

Subscription Department

Library of
State of New York

On this ... day of ...
... before me personally ...

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that the residue at ...

of the
STATE
RECEIVED

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

(Norton Public)

THE PROPERTY AFFECTED BY
THIS DOCUMENT IS SITUATED IN
THE COUNTY OF CALHOUN
IN THE STATE OF FLORIDA
N.Y. & CHARGE ON THE OFFICIAL
TAX MAP AS 65.19
BLOCK NO. 1 LOT NO. 42

ARK STATE ELECTRIC & GAS CORP.-IN A DOCUMENT FIL

1. *Pharmaceutical Innovation and the Role of Government*

State of New York
County of City and County of New York

day of June.

Q 32, however, the subscriber, verbally appeared

to me personally known and known to me to be the same person described in and who executed the within instrument and duly acknowledged to me the execution of the same.

DEBRA A. DRAKE-NIXON PUBLIC:
Library Public, State of New York
Qualified in Orange County
June 31, 1992

1164 283

RECEIVED
CITY OF
JUL 5 11 08 AM '92

SCHEDULE B-II
ITEM #19

Supreme Court order L. 9p8

393

Supreme
in Court
1901

After Special Term of the Supreme Court
held in and for the Second Judicial
District, at the Court House in White
Plains, Putnam County, New York, on
the 6th day of January, 1901.

Present.

Hon. Martin J. Roach.

Justice.

In the Matter

of
The application and petition of Charles H.
Cress, Commissioner of Public Works of the
City of New York for and on behalf of and in
the name of the Mayor, Aldermen and Com-
monalty of the City of New York, under
Chapter 44 of the Laws of 1897, of the several
Acts amendatory thereof, to acquire certain
real estate (as the term real estate is defined
in said Act) situate in the Town of Carmel,
County of Putnam and State of New York for the
purpose of maintaining & improving the supply of
pure & wholesome water for the use of said
City, and for the purpose of preventing the
contamination or pollution of the water
supply of said City.

On reading and filing the Report of John M. Regney,
John J. Sinclair and Emerson M. Adler, Commissioners
appointed herein by an order of the Supreme Court
made at a Special Term thereof, held in and for the
Second Judicial District at the Court House, White
Plains, N.Y. on November 27, 1897, which order was
entered in the Office of the County Clerk of the County
of Putnam on the 30th day of December 1897, by
which order they were appointed Commissioners to as-
certain and appraise the compensation to be made to the
owners of and parties interested in the real estate as the
term real estate is defined in the 16 section of
Chapter 44 of the Laws of 1897, proposed to be taken
or affected as set forth in the petition herein, and therein
specifically described as Parcels Numbers 1, 2, 3, 3 1/2, 4,
5, 8, 9, 11, 12, 14, 15, 16, 17, 18, 21, 22, 23 and 24
which said petition was filed in the Office of the County
Clerk of the County of Putnam on the 12th day of 17 November

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Attorney

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Parcel

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Nov. 1897; the petitioner, Charles H. T. Caccia, having been unable to agree with the owner or owners of such parcels of real estate or with any of them, as to the sum to be paid for the acquisition or extinguishment of such real estate or of any right, title or interest therein or therein:

And on reading and filing due proof of the service of a copy of the said report with due notice that the same would be presented for confirmation at a Special Term of this Court, to be held at this time and place, upon the several parties or their attorneys to be affected by these proceedings, and it appearing from said report that having first taken and subscribed the oath prescribed by the Constitution which said oath of the said John M. Wigney, John J. Quinlan and Emmett L. H. Davis was filed in the County Clerk's Office of New York County on the 8th day of January 1898, a meeting was held at the time and place designated in the Order aforesaid, and subsequently on various other days, pursuant to adjournment, that prior to taking of any evidence or the hearing of argument, they did carefully view and examine the premises described in the petition and hear the proofs and allegations of those of the said parties claiming to own the said parcels or to be interested therein who have appeared before them the names of said parties being herewith specifically set forth.

That the testimony taken by them with reference to said parcels and said real estate, with the record of their proceedings, was reduced to writing and printed, a copy of which was presented with said report.

That in such testimony and record of proceedings and in their report, the parcels of real estate proposed to be taken or affected by these proceedings included in said order of the Court appointing such as such Commissioners are known and designated by the numbers by which the several parcels thereof were designated in the petition above referred to.

That after the taking of such testimony was closed they did all bring present and without any unnecessary delay, ascertain and determine the compensation which ought justly to be made by the City of New York to the owners of such parcels of real estate or person interested therein: and further, that in fixing the amount of such compensation they did not make any allowance on

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deduction on account of any real or supposed benefits which the parties interested might derive from the acquisition of such real estate by the said City of New York.

And after hearing John Whalen, Corporation Counsel in favor of the confirmation of said report, and moving that such order shall contain the reservation of rights of way provided for by the stipulation entered into between the Counsel for the Petitioners and the Counsel for the owners of said parcels as entered upon the records before said Commissioners but which are not referred to or contained in said report and that said reservation provide that the several pieces of land reserved shall be for the sole and only purpose of a right of way to & from the land owned by said several owners at the time this proceeding was commenced which shall be adjacent to the respective parcels or which was a part of the farm or parcels of land out of which said several parcels are taken, and after hearing Clayton Ryder and George E. Anderson Attorneys for the several owners for whom they appeared as hereinafter stated. Clayton Ryder as guardian ad litem for the infants, Edward Welch and Thomas Keck. Norton and Barrett Attorneys for the several owners for whom they appeared as hereinafter stated. Richard O'Brien, who appeared before said Commissioners pursuant to order of Court dated November 27, 1892, to appear for and protect the rights of each and every party in interest who is rights, on motion of John Whalen, Corporation Counsel and neither of the Attorneys so appearing opposing said motions it is.

Ordered, that the report of the said Commissioners as to the confirmation, to be made as aforesaid by the owners of the several parcels of real estate hereinafter mentioned and the persons interested therein, be and it hereby is in all respects confirmed.

And it is further ordered that the amount of Conspiration fixed in the said report as to the said several parcels, also for payment to the several Counsel hereinafter named. To wit: Fifth paid by the Comptroller of the City of New York to the persons exhibited therein in the manner hereinafter indicated the description of the said parcels and property the respective amounts of Conspiration payable in respect of the said several parcels and interests therein.

L. 9 p 396

and the names of the persons to whom payment of such
 Compensation shall or may be made as follows:

Parcel No. 1.

All that certain lot, piece or parcel of land situate,
 lying & being in the County of Carmel, County of Putnam and
 State of New York, bounded and described as follows:

Beginning at a point in the center of a road leading
 from Lake Mahopac to Croton Falls, said point being
 common to Parcel No. 3, and running thence along the
 center of said road 70 degrees 33 minutes 30 seconds
 east 142.13 feet; thence north 85 degrees 23 minutes 40
 seconds west 106.88 feet to the northerly line of Parcel
 No. 5. thence along the said northerly line the following
 courses and distances: North 84 degrees 7 minutes 58
 seconds west 116.77 feet north 86 degrees 10 minutes 30
 seconds west 151 feet and north 82 degrees 17 minutes
 west 44.1 feet to the southerly line of Parcel No. 3;
 thence along the said southerly line the following courses
 and distances: North 59 degrees 34 minutes 36 seconds
 east 174.03 feet north 44 degrees 25 minutes 30 seconds
 east 40.79 feet north 85 degrees 36 minutes 50 seconds
 east 84.43 feet north 84 degrees 46 minutes east 46.26
 feet north 87 degrees 9 minutes 30 seconds east 60.12
 feet, and south 85 degrees 58 minutes 40 seconds east
 76.73 feet to the place of the beginning, containing 0.822
 acres.

To the owner or owners of said parcel and the person or
 persons interested therein as hereinafter set forth, or to
 the Mercantile Trust Company of the City of New York,
 to the credit of such owner or owners, person or persons
 shall be paid in the manner hereinafter prescribed, as con-
 sideration for the acquisition of the fee of the said prop-
 erty by the City of New York and in full satisfaction of
 all damages sustained or which may be sustained by such
 owner or owners and person or persons by reason of the
 acquisition, use or occupation by the said City of New
 York of the said parcel the sum of two thousand four
 hundred dollars (\$2,400).

Anna C. Gammag of Carmel, Putnam County; Bailey
 Gammag of Rome, Westchester County; Carrie S. Sloat,
 wife of Charles Sloat of Carmel, Putnam County; Oliver
 Gammag of Bedford, Westchester County; John S.
 Gammag of South-east Putnam County; and Frank S.
 Gammag of Westport, N.Y. Claim to own this parcel in fee.

SCHEDULE B-II
ITEM #20

Supreme Court order

L. 9 p 8 427

L. 9 p 8 427

At a Special Term of the Supreme Court
held in and for the Second Judicial Dis-
trict at the Court House in Pough-
keepsie, Dutchess County, New York,
on the 11th day of August 1906

Present:

Hon. Emory A. Chase.

Justices.

In this Matter

The application of Petitioners of Charles H.
J. Collins, Commissioner of Public Works
of the City of New York for and on behalf
of and in the name of the Mayor, Aldermen
and Commonalty of the City of New York
under Chapter 445 of the Laws of 1877
the several acts amendatory thereof to ac-
quire certain real estate (as the term real
estate is defined in said act) situate in the
Town of Carmel, County of Putnam and State
of New York for the purpose of main-
taining and preserving the supply of
pure and wholesome water for the use of
said City and for the purpose of preserv-
ing the water supply of said City.

On reading and seeing the report of the Whigney
John J. Scipio and Emerson H. Addis, Commissioners
appointed herein by an order of the Supreme Court
made at a Special Term thereof held in and for the
Second Judicial District at the Court House, White
Plains N.Y. on November 27, 1897, which order was
entered in the office of the County Clerk of the County
of Putnam on the 30 day of December 1897, by
which order they were authorized Commissioners to
ascertain and appraise the compensation to be made
by the owners of the property interested in the real estate as
the term real estate is defined in the 16 Section of Chap-
ter 445 of the Laws of 1877, proposed to be taken on.
affected as set forth in the Petition herein and there-
specifically described as parcels Numbers 6, 7, 10, 13, 19,
23, 25, 26, 27, 28, 29, 30, 31 and 32 which said pe-
tition was filed in the office of the County Clerk of the County

Parcels

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Newman on the 13 day of November 1892. the petitioner Charles H. Cole having been unable to agree with the owners or owners of such parcels of real estate or with any of them as to the sum to be paid for the acquisition or extinguishment of such real estate or of any right title or interest therein.

And on reading and filing due proof of the service of a copy of said report with due notice that the same would be presented for confirmation at a special term of this Court to be held at this time and place upon the several parties or their attorneys to be affected by these proceedings; and it appearing from said report that having first taken & subscribed the oath prescribed by the Constitution which said oath of the said John M. Dwyer, John J. Quinlan and Emerson H. Adams was filed in the County Clerk's Office of Putnam County on the 8th day of January 1893 a master was held at the same place designated in the order aforesaid and subsequently on various other days pursuant to adjournment that prior to taking of any evidence or the hearing of argument they did carefully view and examine the premises described in the petition and hear the proofs & allegations of those of the said parties claiming from the said parcels or to be interested therein who have appeared before them the names of said parties being hereafter set forth.

That the testimony taken by them with reference to said parcels and said real estate with the record of their proceedings was ordered to be written and printed, a copy of which was presented with said report.

That in such testimony and record of proceedings & in their report the parcels of real estate proposed to be taken or affected by these proceedings and included in said order of the Court appointing them as such commissioners known and designated by the numbers by which the several parcels thereof were designated in the petition above referred to.

That after the taking of such testimony was closed they did all being present and without any unnecessary delay uncertain and deterring the confirmation which sought justly to be made by the said City of New York to the owners of such parcels of real estate persons interested therein and further that in fixing the amount of such compensation they did not make any allowance or

defection on account of any real or supposed benefits which the parties interested might derive from the acquisition of such real estate by the said City of New York.

That Mary P. DeLin individually and as trustee under the deed of Catherine Hadsworth Phillips, and also as trustee under the deed of Margaret Gouverneur Phillips and said Margaret Gouverneur Phillips individually and as trustee under the deed of Catherine Hadsworth Phillips, and also under the deed of Henry P. DeLin and Catherine Hadsworth Phillips John P. DeLin and May Ethel DeLin individually and John A. Willits Charles a Executor of and trustee under the last Will and Testament of Margaret P. Moore, deceased and also as Executor of and trustee under the last Will and Testament of Mary H. Gouverneur, deceased, and William Henry Holdam a guardian ad litem for Margaret M. DeLin and Harbison Gouverneur, infants filed with upon June 30 1898, a claim for all the one undivided third part of all the mines or minerals in, upon or underneath the surface of the lands laid down on maps in this proceeding and described in the petition herein and shown and designated on said maps as Parcels Nos 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69 and 71.

On March 22, 1900, the following stipulation was entered into and filed with us:

Supreme Court
Second Judicial District.

In the Matter

of
The Application and Petition of Charles H. J. Collins, Comptroller of Public Works of the City of New York, for and on behalf and in the name of Mayor Alderman and Commonalty of the City of New York under Chapter 445 of the Laws of 1877, and the several acts amendatory thereof to acquire certain real estate as the term real estate is defined in said Act, situated in the Town of Carroll County

of Putnam and State of New York for the purpose of maintaining and preventing the water supply of pure and wholesome water for the city said City & for the purpose of preventing the contamination or pollution of the water supply of said City.

It is stipulated on behalf of the City represented by Mr. Depew and the claimants represented by Messrs. Ogden & Hudson, Eugene & Francis H. P. Roth, W. H. Robertson & Barrett, John J. Schlosberg, Committee of Anna B. Swanson, John Dillitt Harner and William Henry Haldane that if the award to be made by the Commission to the claimants herein, as to the parcels below enumerated, shall be awarded to Mary P. Deelin and others claimant herein, represented by Messrs. Harner and Haldane, the following sums, in and in respect of parcels numbered as follows, respectively:

No 25.	Containing	2.331 acres	\$15.00
No 26	"	11.411 "	30.00
No 27	"	3.684 "	15.00
No 28	"	2.147 "	15.00
No 29	"	6.791 "	25.00
No 30	"	2.778 "	15.00
No 31.	"	6.634 "	25.00
No 32.	"	23.974 "	30.00
No 33a	"	8.273 "	20.00
No 33b	"	0.558 "	10.00
No 33c.	"	0.880 "	10.00
No 33d	"	1.979 "	10.00
No 33 1/2.	"	2.893 "	10.00
No 35	"	12.437 "	30.00
No 37	"	0.643 "	10.00
No. 38	"	0.057 "	10.00
No. 39	"	0.056 "	10.00
No 40	"	0.109 "	10.00
No 41	"	0.101 "	10.00
No 42	"	0.150 "	10.00
No 43	"	0.226 "	10.00
No 44	"	0.547 "	10.00
No 45	"	0.611 "	10.00
No 46	"	0.315 "	10.00
No 47	"	1.081 "	10.00
No 48	"	1.127 "	10.00

No 49	Containing	0.283 acres	10.00
No 50	"	0.755 "	10.00
No 51	"	0.481 "	10.00
No 52	"	0.776 "	10.00
No 53	"	0.678 "	10.00
No 54	"	0.017 "	10.00
No 55	"	2.774 "	15.00
No 56	"	0.080 "	10.00
No 57	"	0.230 "	10.00
No 58	"	0.162 "	10.00
No 59	"	0.321 "	10.00
No 60	"	0.148 "	10.00
No 61	"	0.276 "	10.00
No 63	"	0.157 "	10.00
No 63	"	0.116 "	10.00
No 64	"	0.115 "	10.00
No 65	"	0.172 "	10.00
No 66	"	0.572 "	10.00
No 67	"	0.135 "	10.00
No 68	"	4.133 "	20.00
No 69	"	4.470 "	20.00

And also that in respect of all the parcels included in this proceeding taken in the aggregate. Mr. John A. Witt, Attorney, and of Counsel for Mary P. Deely and others, be allowed \$500 in full for his Counsel fees, costs, expenses and disbursements and that Mr. William Henry Walden be allowed \$300 for his Costs and Counsel fees, expenses and disbursements as guardian ad litem herein.

Now, after hearing John Whalen Corporation Counsel in favor of the confirmation of said report.

On motion of John Whalen Corporation Counsel, and wither of the attorneys so appearing opposing said motion it is

Ordered that the report of the said Commissioners as to the compensation to be made as aforesaid to the owners of the several parcels of real estate heretofore presented and the persons interested therein be and it hereby is in all respects confirmed.

And it is further ordered that the amount of compensation fixed in the said report as to the said several parcels and also for payment to the several owners hereinafter named be forthwith paid by the Comptroller of the City.

of New York to the persons entitled thereto in the manner hereinafter indicated - the description of the said parcels and property, the respective amounts of compensation payable in respect of the said several parcels of property, and the names of the persons to whom payment of such compensation shall be made, being as follows:

Parcel Number First

All that certain lot, piece or parcel of land situate lying and being in the Town of Canaan, County of Putnam, and State of New York bounded and described as follows:

Beginning at a point in the southerly boundary of Parcel No. 7 and running thence along the same the following courses and distances: South 59 degrees 41 minutes 10 seconds east 200.64 feet, South 60 degrees 11 minutes 20 seconds east 394.03 feet, South 66 degrees 50 minutes 20 seconds east 74.21 feet, South 54 degrees 18 minutes 20 seconds east 487.3 feet north 68 degrees 07 minutes 10 seconds east 47.94 feet, and South 37 degrees 25 minutes 10 seconds east 25.67 feet to the southerly boundary line of Parcel No. 5; thence along the same the following courses and distances: South 18 degrees 14 minutes east 14 feet, South 89 degrees 47 minutes 30 seconds east 22.14 feet, South 2 degrees 42 minutes 30 seconds west 35.78 feet, South 27 degrees 56 minutes east 169.11 feet, South 26 degrees 20 minutes east 229.4 feet, South 81 degrees 12 minutes east 6.41 feet, South 22 degrees 44 minutes 30 seconds east 16.12 feet, South 82 degrees 22 minutes west 52.93 feet and South 79 degrees 16 minutes 10 seconds west 89.63 feet to the northerly boundary line of Parcel No. 3; thence along the same South 71 degrees 39 minutes 10 seconds west 51.75 feet to the northerly boundary line of Parcel No. 4; thence along the same South 73 degrees 16 minutes 30 seconds west 175.64 feet, thence North 8 degrees 41 minutes 10 seconds west 8.5 feet, thence North 7 degrees 11 minutes 30 seconds west 215.1 feet, and thence North 37 degrees 35 minutes 30 seconds west 815.12 feet to the place of beginning: Containing 5.200 acres.

To the owner or owners of said parcel and the person or persons interested therein as hereinafter set forth, or to the Mercantile Trust Company of the City of New York to the credit of such owner or owners, person or persons, shall be paid in the manner hereinafter prescribed as com-

or persons interested therein as hereinbefore set forth, or to the Mercantile Trust Company of the City of New York, to the credit of such bank, company, person or persons shall be paid in the manner hereinbefore prescribed as consideration for the acquisition of the fee of the said premises by the City of New York and full and satisfactory satisfaction of all damages sustained or which may be sustained by itself, owner or owners and person or persons by reason of the acquisition, use or occupation by the said City of New York of the said parcel the sum of nine thousand nine hundred and fifty dollars (\$9,950).

Osar Canong of Columbia County, claims to own the premises in fee.

Adrian A. Dignio of the same place claims an interest therein as the holder of a mortgage.

John J. A. A. of the same place claims an interest therein as the holder of a mortgage.

Nancy J. Canow, Charles W. Canow, all of Columbia County, and Susan Dyke, may have or claim an interest in this parcel.

Charles W. Fagan of South East Columbia County may have or claim an interest in this parcel.

The Town of Canow claims an interest in this parcel as the holder of every Collector's Bonds.

The petitioners have been unable to ascertain the names and places of residence of all persons owning, having or claiming to own or have estates or interests in or claim upon this parcel.

Clayton Ryder and George E. Anderson appeared before said Commissioners as Attorney and Counsel for said owners.

Parcel Number Nineteen.

All that certain lot piece or parcel of land situate lying and being in the Town of Canow, County of Columbia and State of New York, bounded and described as follows:

Beginning at a point on the north side of a road leading from Lake Mahopac to Croton Falls and running thence along the east boundary line of Parcel No 21 north 8 degrees 6 minutes 50 seconds east 9453 feet and north 9 degrees 45 minutes 30 seconds east 1071 feet; thence south 37 degrees 2 minutes east 2297 feet; thence south 47 degrees 5 minutes 30 seconds east 37566 feet to the westerly boundary line of Parcel No 18; thence along the same south 13 degrees 01 minutes 10 seconds east

Parcel
19

141.99 feet, South 11 degrees 52 minutes 30 seconds east 389.69 feet, and north 8 degrees 30 minutes 30 seconds west 432.8 feet to the north side of the before mentioned road; thence north 80 degrees 27 minutes 30 seconds west 51.23 feet across the road; thence north 79 degrees 59 minutes west 159.79 feet; thence north 42 degrees 27 minutes west 586 feet to the boundary line of Parcel No 23; thence along the same the following Courses & distances: North 6 degrees 30 minutes 40 seconds east 216.61 feet; South 74 degrees 19 minutes 20 seconds east 154.9 feet; North 14 degrees 11 minutes 40 seconds east 297.3 feet to the south side of the before mentioned road; thence north 2 degrees 59 minutes 30 seconds east 53.83 feet and north 14 degrees 11 minutes East 16 feet across the same to the place of beginning. Containing 8.078 acres, exclusive of school house property (Parcel No 20) Contained within the above described property.

Reserving to said City the owner in fee of said Parcel or her assigns pursuant to a stipulation made the 9th day of November 1899. Between the Corporation Council and the owner for the said parcel expressed in the records of the proceedings before said Commissioners the perpetual right to the use of the following described piece of land:

* North Side of Highway.

Beginning at a point on the purchase line of the City of New York South 47 degrees 5 minutes 30 seconds east 93 feet from beginning of said line; thence South 57 degrees 59 minutes 30 seconds west 155 feet to the north side of highway leading to Kane Mahopae; thence along the same in an easterly direction twenty feet thence north 57 degrees 59 minutes 30 seconds east 836 feet to the first mentioned line; thence along the said north 47 degrees 5 minutes 30 seconds west 21 feet to the place of beginning.

* South Side of Highway.

Beginning at a point where the line fence between Parcels No 18 and 19 intersect the highway leading to Kane Mahopae; thence following said fence north 79 degrees 59 minutes west 159.79 feet to the purchase line of the City of New York; thence along said line north 42 degrees 27 minutes west 586 feet; thence south 79 degrees 59 minutes east 175 feet to the highway leading to Kane Mahopae; thence along said highway in a southerly

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direction 27 feet to the place of beginning. For the sole and
only purpose of a right of way to and from the land
owned by said owner at the time this proceeding was
commenced which shall be adjacent to said Parcel No 19 or
which was a part of the farm of land out of which
said Parcel No 19 is taken.

To the owner or owners of said parcel or any person or
persons interested therein as hereinafter set forth, or to
the Mercantile Trust Company of the City of New York
to the credit of such owner, owners, person or persons
shall be paid in the manner hereinafter prescribed in con-
sideration for the acquisition of the fee of said premises
by the City of New York and in full satisfaction of all
damages sustained or which may be sustained by such
owner or owners and person or persons by reason of the
acquisition, use or occupation by the City of New
York of the said parcel the sum of two thousand
dollars (\$2000).

Edw. Wright of the Town of Carmel, Cal-
ifornia County, California, to own the premises in fee.

Edw. Wright of the same place claims an inter-
est in this parcel as the holder of three mortgages.

Clayton C. Cider and George C. Cider appeared for
said Commissioners as attorney and counsel for
said owner.

Parcel
23

Parcel Number Twenty Three.

All that certain lot, piece or parcel of land situate lying
and being in the Town of Carmel, County of Pecos and
State of New Mexico bounded and described as follows:

Beginning at a point on the north side of a road leading
from Santa Rosa to Croton Falls; thence running
along the same road south 78 degrees 7 minutes 50 seconds east
103.55 feet; thence north 53 degrees 30 minutes 30 sec-
onds east 404.51 feet; thence north 54 degrees 38 minutes
east 1,044.04 feet; thence south 42 degrees 17 minutes
east 81.78 feet to the center of a road leading from Croton
to Croton Falls; thence along the same road and still westerly
boundary line of Parcel No 21 south 15 degrees 0 min-
utes east 168.98 feet; thence along the southerly bound-
ary line of said parcel south 70 degrees 52 minutes 10 sec-
onds east 214.3 feet; thence south 57 degrees 2 minutes
east 267.04 feet to the southerly boundary line of Parcel
No 21; thence along the southerly boundary line of Parcel
No 21 south 77 degrees 51 min-
utes 30 seconds west 181.65 feet to the northerly bound-

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of Parcel No 21; thence along the same north 61 degrees 13 minutes 30 seconds west 271.65 feet to the west boundary line of said parcel; thence along the same south 10 degrees 9 minutes 50 seconds west 84.74 feet and south 13 degrees 15 minutes east 208.18 feet to the centre of the before-mentioned road leading from Lase Mahopae to Crofon Galle; thence along the same and the south line of said Parcel No 22 south 65 degrees 28 minutes east 152.75 feet south 73 degrees 30 minutes east 81.06 feet and south 79 degrees 28 minutes 20 seconds east 107.65 feet to the south boundary line of Parcel No 21; thence along the same the following courses and distances: south 38 degrees 42 minutes east 31.36 feet south 31 degrees 23 minutes 20 seconds east 36 feet south 34 degrees 3 minutes east 136.68 feet and south 5 degrees 25 minutes 50 seconds west 77.2 feet to the west boundary line of Parcel No 19; thence along the same south 6 degrees 50 minutes 40 seconds west 216.61 feet thence north 42 degrees 27 minutes west 76.3 feet thence south 48 degrees 48 minutes west 668.28 feet to the west side of a road leading to Bomers Centre; thence south 45 degrees 2 minutes west 450.68 feet thence south 80 degrees 35 minutes west 379.53 feet thence north 71 degrees 18 minutes 30 seconds west 149.55 feet to the east boundary line of Parcel No 20; thence along the same the following courses and distances: north 63 degrees 27 minutes east 205.72 feet north 13 degrees 14 minutes 40 seconds east 186.74 feet north 13 degrees 33 minutes 10 seconds east 88.07 feet to the centre of a road leading from Lase Mahopae to Crofon Galle; thence across said road and along the east boundary line of Parcel No 26 north 19 degrees 31 minutes 40 seconds east 2124 feet to the place of beginning, containing 36.615 acres.

Reserving to Lucilia T. Green, the owner in fee of said parcel or her assigns, pursuant to a stipulation made the 14th day of January 1900, between the Corporation Counsel and the Council for the said owner and provided in the record of the proceedings before said Commissioners the perpetual right to the use of the following described piece of land:

North side of highway leading to Lase Mahopae and east side of road to Galle's Station beginning at a point on the purchase line of the City of New York south 32 degrees 2 minutes east 97 feet from the northern bound-

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any of this parcel: thence south 88 degrees 47 minutes west 308 feet to the eastern side of highway leading from Green's Corner to Crafts Station thence northerly along eastern side of said highway 22 feet thence north 88 degrees 47 minutes east 305 feet to the purchase line of said City thence along same south 37 degrees 7 minutes east 28 feet to the place of beginning.

South side of highway leading to Lane Mahopae and east of road leading south.

Beginning at a point on the purchase line of the City of New York south 48 degrees 42 minutes west 462 feet from the angle point at junction of roads leading to Mahopae and Crafts thence north 13 degrees 16 minutes east 340 feet to westerly side of highway leading to Lane Mahopae thence along said highway in an easterly direction 20 feet thence south 13 degrees 16 minutes west 309 feet to purchase line of said City thence along said line south 48 degrees 42 minutes west 35 feet to the place of beginning for the sole and only purpose of a right of way to take from land owned by said owners at the time this proceeding was commenced which shall be adjacent to said Parcel No 2391 which was a part of the main or parcel of land out of which said Parcel No 28 is derived.

Old road at Green's Corner formerly road to Lane Mahopae to remain as at present for use of right of way.

To the owner or owners of said parcel and the person or persons interested therein as hereinafter set forth on to the Mercantile Trust Company of the City of New York to the credit of such owner owners person or persons shall be paid in the manner hereinafter specified as consideration for the acquisition of the fee of the said premises by the City of New York and the full satisfaction of all charges sustained for which may be sustained by such owner or owners and person or persons by reason of the acquisition use or occupation by the said City of New York of the said parcel the sum of Eight thousand five hundred dollars (\$8,500).

Lucia Green of Carmel Putnam County claims to own the principal fee.

The Town of Carmel claims an interest in this parcel as the holder of five Collector's Bonds.

Clayton Ryder and George E. Anderson appeared before said Commissioner as attorneys and counsel for the

Jeremiah Greene the former owner of this parcel

Parcel Number Twenty Five

All that certain lot piece or parcel of land situate, lying and being in the County of Carroll, State of New York, bounded and described as follows:

Beginning at a point in the center of a road leading from Lake Mahopac to Croton Falls and running thence along the same south 77 degrees 29 minutes 33 seconds east 192.36 feet to the west boundary line of Parcel No. 28; thence along the same the following courses and distances, South 83 degrees 28 minutes 40 seconds west 88.07 feet, South 136 degrees 33 minutes 10 seconds west 152.17 feet, South 136 degrees 14 minutes 40 seconds west 186.74 feet, and South 13 degrees 22 minutes west 205.72 feet; thence north 77 degrees 52 minutes 40 seconds west 227.56 feet to the east boundary line of Parcel No. 26; thence along the same north 74 degrees 16 minutes 20 seconds east 627.7 feet to the place of beginning. Containing 2.331 acres.

Reserving to Thomas A. Allen, Arthur J. Allen and William T. Allen, the owners in fee of said Parcel, or their assigns, pursuant to a stipulation made the 5th day of October 1899, between the Corporation Carroll and the Carroll for the said owners and recorded in the records of the proceedings before said Commissioner, the perpetual right to the use of the following described piece of land:

Beginning at a point where the westerly boundary of Parcel No. 2 intersects the southerly side of the highway leading to Lake Mahopac; thence following the westerly boundary of said parcel south 24 degrees 16 minutes 20 seconds west 600 feet to the purchase line of the City of New York; thence along said purchase line south 72 degrees 52 minutes 40 seconds east 21 feet; thence north 24 degrees 16 minutes 20 seconds east 603 feet to the southerly side of the highway; thence following the westerly direction along said southerly side of highway 21 feet to the place of beginning. For the sole and only purpose of a right of way granted from the land owned by said owners at the time this proceeding was commenced which place is adjacent to Parcel No. 25 or which part was a part of the land or parcel of land out of which said Parcel No. 25 is taken.

As the owner or owners of said parcel or the person or persons interested therein has hereinafter set forth or to

SCHEDULE B-II
ITEM #21

and in full satisfaction of all damages sustained or which may be sustained by the owner or owners of persons interested in said parcel by reason of the acquisition, use and occupation by the City of New York of said parcel.

Now Therefore, the party of the first part in consideration of the sum of Two Thousand dollars, the receipt whereof is hereby acknowledged, does hereby grant, release and convey to the City of New York its successors and assigns forever,

All that tract or parcel or land situate in the Town of Canaan, Putnam County, New York designated & described in the petition in said proceeding & in the said report & order confirming said report as Parcel No. 19 to which reference is hereby made for particular description of said parcel and also releasing the said party of the second part of and from any and all damages sustained or which may be sustained by reason of such acquisition of said parcel.

Reserving the right of way over a portion of said parcel as described in said report & other confirming said report to the persons and for the purposes therein stated to which report and order reference is hereby made and the platements therein containing as to said right of way are to be considered a part of this instrument.

Reserving however the right to present and prosecute any claim for interest on the award herein made the way legally existing in favor of the party receiving this award.

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

In presence of
Geo E Anderson.

Ella E Wright L.S.

State of New York }
County of Putnam }

On this 16th day of April 1904 before me personally came Ella E Wright known to me to be the individual described in and who executed the foregoing instrument and she acknowledged that she executed the same.

Recorded Apr. 26, 1904,
at 14. M.

[Signature]
Notary Public.

[Signature]
Notary Public.

SCHEDULE B-II
ITEM #22

Release.

This Indenture, made the 2 day of May. One thousand nine hundred and two Between Lucilia I Green of Carmel Putnam County New York party of the first part and The City of New York, party of the second part. Witnesseth as follows Whereas, pursuant to Chapter 445 of the Laws of 1877 and the acts amendatory thereof, the Commissioners of Public Works of the City of New York, instituted proceedings to acquire certain real estate in the town of Carmel Putnam County, New York, for the sanitation, protection of the water supply of the said City, which proceeding is commonly known as the Mahopac Proceedings.

Whereas, the petition in said proceeding having been filed in Putnam County Clerk's Office on November 11th 1897 Commissioners of Appraisal were duly appointed on November 27th 1897 and took & filed their oaths of office as required by law.

Whereas, such proceedings were had before the said Commissioners that on the eleventh day of May 1900 the said Commissioners made their second separate Report which report was filed in the office of the County Clerk of Putnam County May 17th 1900 & duly confirmed by an order granted August 21st 1900 filed in said Clerk's Office August 31st 1900 and a certified copy thereof recorded in said Clerk's Office on September 18th 1900, in Liber Number Nine of Supreme Court Orders at page 427.

Whereas, it has been found and determined that said Lucilia I Green was entitled to and should receive the sum of Eight thousand five hundred dollars in full compensation for the acquisition by the party of the second part of the fee of Parcel No 23 in said proceedings and in full satisfaction of all damages sustained or which may be sustained by the owner or owners of said persons interested in said parcel by reason of the acquisition, use and occupation by the City of New York of said parcel.

Now Therefore, the party of the first part in consideration of the sum of Eight thousand five hundred (\$8500) Dollars, the receipt whereof is hereby acknowledged, doth hereby grant, release & convey to the City of New York its successors and assigns forever.

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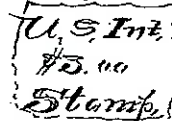
in the

Town of Carmel, Putnam County, New York, designated & described in the petition in said proceeding & in the said report & order confirming said report (as Parcel No 73 to which reference is hereby made for a particular description of said parcel and also regarding the said party of the second part of and from day and all damages sustained on which any or more claims by reason of such acquisition of said parcel. Reserving the rights of way, and portions of said parcel as described in said report & order confirming said report to the persons & for the purposes therein stated to which report & order reference is hereby made. & to the statements therein contained as to said right of way are to be considered as part of this instrument.

Reserving however the right to present & prosecute any claims or interest on the award herein which may legally exist in favor of the party receiving this award.

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

In presence of
Geo. C. Anderson.



Lucilia J. Green. L.S.

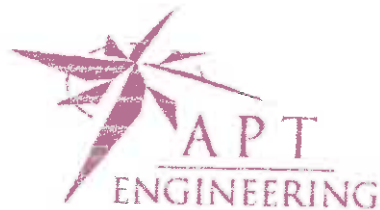
State of New York } ss:
County of Putnam

On this 2^d day of May 1905 before me personally came Lucilia J. Green to me known and known to be the individual described in and who executed the foregoing instrument and she acknowledged that she executed the same.

Recorded May 7. 1905
at 12 M.

W. H. H. Decker

Geo. C. Anderson
Notary Public



Honorable Chairman Craig Paepre
and Members of the Planning Board
Town of Carmel
60 McAlpin Avenue
Mahopac, NY 10541

May 7, 2019

RE: Homeland Towers Site Name: Lake Casse NY056
254 Croton Falls Road
Carmel, NY 10541
Response to Comments

Honorable Chairman and Members of the Board:

Please find as follows the responses to the comments from Richard J. Franzetti, PE comment memo dated April 9, 2019, and Patrick Cleary comment memo dated April 10, 2019 (the response is in red after each of the referenced comments):

Franzetti memo:

General Comments:

- Comment 3a: The area of disturbance for the work has been provided, however it does not account for work that has been performed along the entire length of the driveway. The applicant should note the following:
- The threshold criteria of disturbances for the NYSDEC stormwater regulation are between 5,000 square feet and one (1) acre and over one (1) acre. The project will require coverage under the NYSEC SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002) and the development of Stormwater Pollution Prevention Plan (SWPPP) depending on the area of disturbance.
The area of disturbance shown on the drawings includes all of the proposed improvements planned for the telecommunications facility installation (15,270± sf or 0.35± acres). Drawing SP-2 has been revised and SP-3 has been added to the drawing set to show the entire limit of disturbance.
- Comment 4: All re-grading required to accomplish the intended development should be provided. It is unclear from the drawings provide the extent of cut and fill proposed for the site.
All proposed grading is shown on the drawings (sheets SP-2 and CP-1). A Compound Grading Plan has been added to Drawing CP-1 and the proposed earthwork numbers have added to drawing SP-2.
- Comment 5: The location of the following, for both existing and proposed conditions, are needed:
- Drinking water well;
N/A
 - Subsurface septic treatment systems (SSTS);
N/A
 - Stormwater management;
Specific comments addressed herein.

APT ENGINEERING

☐ 3 SADDLEBROOK DRIVE - KILLINGWORTH, CT 06419 · PHONE 860-663-1697 · FAX 860-663-0935

☐ P.O. BOX 504 · 116 GRANDVIEW ROAD · CONWAY, NH 03818 · PHONE 603-496-5853 · FAX 603-447-2124

- d. Drainage features;
Specific comments addressed herein.
- e. Utilities;
None existing in the area of the proposed improvements. As previously shown on the drawings proposed utilities are identified.
- f. Lighting and associated light spill plan.
Proposed lighting is contained within the equipment area and controlled only when needed, manual on/off timer. There will be no (proposed) light spill to occurring. A Lighting Detail drawing (C-4) has been added to the drawing set.

Comment 6: All erosion and sediment control measures should be provided on the drawings.

All erosion and sediment control measures are currently shown on the permitting drawings. A drawing (EC-1) has been added to the drawing set for clarity.

Comments:

Comment 7: Requirements of §156-62 P (7) must be met.

Article 156-62P(7) states that a minimum of three live trees with a minimum height of 20 feet shall be planted in close proximity to a wireless telecommunications facility designed as a faux tree. The Planning Board may require additional live mature plantings to assist in mitigating visual impacts of wireless telecommunication facilities designed as faux trees. Accordingly, area for (3) proposed trees is shown on drawing SP-2 should a decision be made that the new tower be a monopine.

Comment 8: All planting should be verified by the Town of Carmel Wetlands Inspector and all plantings shall be installed per §142 of the Town of Carmel Town Code

An, area for (3) proposed trees is shown on drawing SP-2 should a decision be made that the new tower be a monopine. The proposed plantings shall be installed per Town requirements.

Comment 9: The overall disturbance for the project as submitted is 13,115 sq-ft which is above below the threshold criteria of disturbance for New York State Department of Environmental Conservation (NYSDEC) stormwater regulations. The development of Stormwater Pollution Prevention Plan (SWPPP) is required; however erosion and sediment controls are required for the site.

The area of disturbance shown on the drawings includes all of the proposed improvements planned for the telecommunications facility installation (15,270± sf or 0.35± acres). Drawing SP-2 has been revised and drawing SP-3 has been added to the drawing set to show the entire limit of disturbance. In addition, a new drawing (EC-1) has been added to the drawing set for further clarity.

Comment 10: The area of disturbance must include the utility trench up the entire length of driveway. The narrative provided on drawing EC-1 does not include this portion of the work.

The area of disturbance shown on the drawings includes all of the proposed improvements (including the utility trench) planned for the telecommunications facility installation (15,270± sf). Drawing SP-2 has been revised and drawing SP-3 has been added to the drawing set to show the entire limit of disturbance. The narrative on drawing EC-2 (previously EC-1) has been revised to include this work.

Comment 11: The Town should be notified when construction commenced and should be part of the pre-construction meeting

Note #2 on drawing EC-2 (formerly EC-1) under the Suggested Construction Sequence has been revised to include the invitation of the appropriate municipal staff to the Pre-Construction Meeting.

Comment 12: Drawing EC-1 identifies the following erosion and sediment control measures –construction entrance, hay bales, silt sacks, water bars, temporary diversion ditches, temporary sediment traps,

and temporary soil protection. However these features are not located on the drawings or in the details.

The Erosion Control Note #1 on drawing EC-2 (formerly EC-1) has been revised to include only the sedimentation measures being proposed on the project.

- Comment 13: Provide additional detail regarding drainage from the proposed driveway. In particular the area proximate to the neighbor's house on the south west side of the property.
The driveway being used for access to the proposed telecommunication facility is existing. There are no improvements proposed to the driveway as part of this project. The proposed utility trench will be placed adjacent to the existing access driveway with erosion control measures identified on drawings SP-2 and SP-3. The existing drainage patterns will be maintained post construction.
- Comment 14: The driveway is approximately 1,000 feet long with an existing residence down grade. The applicant must provide for infiltration of the stormwater from the driveway. This could include a combination of infiltration trenches, infiltrators and rain gardens.
The driveway being used for access to the proposed telecommunication facility is existing. There are no improvements proposed to the driveway as part of this project. The existing drainage patterns will be maintained post construction.
- Comment 15: There is no construction entrance shown on the drawing.
A proposed construction entrance has been added to the drawings on SP-2, EC-1, and EC-3.
- Comment 17: Note on drawing SP-2 says "the proposed facility is completely nestled among existing mature trees" This note should be explained further as the area where the tower is proposed to located is in an open section of the site.
The note on drawing SP-2 has been revised.
- Comment 18: Parking on the site must be addressed.
A designated parking area is shown on drawings SP-2 and CP-1.
- Comment 19: Silt fence details should meet the NYSDEC requirements.
The Silt Fence Detail on drawing EC-3 (formerly EC-2) has been revised.
- Comment 20: The use of hay bales is discouraged, straw bales should be used.
Hay or straw bales have not been proposed as erosion control measures on this project.
- Comment 21: It is unclear if any fill is being brought to the site. All fill brought to the site must be certified per NYSDEC regulations and manifests/certification of the fill material being delivered should be provided.
The proposed earthwork has been added to drawing SP-2. No fill material will be required for the construction of this project.

Cleary memo:

- Comment 7: The APT Engineering letter states that no equipment buildings or shelters are proposed. However, the site plan depicts equipment cabinets, a generator, steel canopy as well as a propane storage tank. In addition, 4 "future equipment areas" are shown within the compound.
The original comment related to §156-62 P (3), which requires:
"For all buildings or equipment shelters to be located in a residential zoning district, the equipment shelter shall be treated in an architectural manner compatible with the residences in the vicinity."
Clearly the equipment area proposed is what this provision is designed to address. As a result, this concern should be addressed. Will any equipment be visible above the chain link fenced enclosure?

The APT letter indicates the lighting in the equipment compound will be "dark sky compliant" but no details are provided. Clarification is requested.

The proposed chain link fence is 8' high with privacy slats. The interior of the compound will not be visible from the 8' mark to the ground. The top of the canopy screening the proposed carrier equipment cabinets is 10'-6" tall, the top of the proposed gps units is 12'-6" high, and the top of the proposed ice bridge is 10' above grade. Those elements may be visible from the 8' above ground mark up. The area where this facility is located on the property is such that the proposed improvements within the proposed fenced area will not be easily visible from the adjacent properties. The closest property line is 249'± from the proposed fenced compound.

A Lighting Detail drawing (C-4) has been added to the drawing set for clarity. The proposed lighting shall be directed inward and down and shall be controlled by a timer. Light specifications provide for a hood to minimize side glare. Therefore, lighting shall be on only when needed to light the equipment area and is no brighter than necessary.

Comment 8(7): A minimum of three live trees with a minimum height of 20 feet shall be planted in close proximity to a wireless telecommunications facility designed as a faux tree. The Planning Board may require additional live mature plantings to assist in mitigating visual impacts of wireless telecommunication facilities designed as faux trees.

Area for (3) proposed trees is shown on drawing SP-2 should a decision be made to propose that the new tower be a monopine.

Comment 8(9): Associated equipment shall be enclosed by a fence, landscaped screening decorative wall, or other screening and buffering measures found to be acceptable by the Planning Board.

As previously shown on the drawings, fencing details are provided on drawing C-3.

Comment 9: Are any lights proposed on the monopole tower? Are any lights proposed within the equipment compound? If so, details are required.

No lights are proposed on the monopole. A Lighting Detail drawing (C-4) has been added to the drawing set.

Should you have any questions, please do not hesitate to call me at (860) 663-1697 x206.

Sincerely,

APT Engineering



Robert C. Burns, P.E.

Project Manager