

RECORD AND RETURN TO
Marianne Stecich, Esq.
Village of Irvington Attorney
828 South Broadway, Suite 201

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT is made this ____ day of May 2012 between CHARLES M. PATEMAN, residing at 255 Mountain Rd. Irvington, NY 10533, hereinafter called the "GRANTOR", and THE VILLAGE OF IRVINGTON, a Municipal Corporation, duly organized and existing pursuant to the laws of the State of New York with offices for transactions and business at Village Hall, 85 Main Street, Irvington, New York 10533, hereinafter called the "GRANTEE".

WHEREAS, GRANTOR is the owner in fee of real property consisting of approximately 3.88 acres with improvements located at 255 Mountain Road, Irvington, Westchester County, New York, tax map designation Sheet 11, Block N/A, Lots P-31 & P 41B, more particularly described in Schedule A ("the Property"); and

WHEREAS, the Conservation area is shown on the map attached hereto, and the full size plan is on file in the Building Department of the Village of Irvington and A metes and bounds description of the Conservation Area is attached as Exhibit B ("the Conservation Easement Property"); and

WHEREAS, the Property owned by the GRANTOR has been deemed by the Board of Trustees of the Village of Irvington to be important to the conservation of the open, scenic, historical and natural character and beauty of the area; and

WHEREAS, GRANTEE has determined that acquisition of a Conservation Easement on the Conservation Easement Property will further the purpose set forth in Article 49, Title 3 of the Environmental Conservation Law including but not limited to protecting areas of rural, scenic, historic, and relatively natural character in the Village of Irvington; and

WHEREAS, GRANTOR desires to ensure that the rural, scenic, historical and ecological characteristics of the Conservation Easement Property will be preserved; and

WHEREAS, GRANTEE is a New York Public Body within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (the "Law"), and is thereby qualified to be grantee of conservation easements ; and

WHEREAS, the parties desire to preserve the character of the Conservation Easement Property in perpetuity by entering into a Conservation Easement Agreement, pursuant to the Provisions of Article 49, Title 3 of the Environmental Conservation Law.

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

1. GRANT OF EASEMENT. GRANTOR grants to GRANTEE a perpetual Conservation Easement (the "Conservation Easement") for the benefit of the residents of the Village of Irvington, including the right to view the property in its scenic and natural state, as that state exists on the date of this grant or as it may exist in the rights reserved herein by the GRANTOR and its successors in interest in perpetuity.

1.1 Purpose. The purpose of the Conservation Easement includes all the purposes set forth in Article 49, Title 3 of the Environmental Conservation Law including but not limited to conserving the scenic, open, historic, archeological and natural character of the Conservation Easement Property.

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

2. RESERVED RIGHTS. GRANTOR reserves for itself and its successors in interest all rights with respect to the Conservation Easement Property or any part thereof including the right of use, possession, and enjoyment of the property, subject to the restrictions and covenants set forth in this Conservation Easement Agreement.

3. RESTRICTIONS APPLICABLE TO THE CONSERVATION EASEMENT PROPERTY. The following restrictions apply to the Conservation Easement Property:

3.1 Subdivision. The Conservation Easement Property may not be subdivided.

3.2 Use. No commercial, industrial or institutional use of the Conservation Easement Property or any part thereof shall be permitted and no construction or development of any

kind, including residential uses or uses accessory to residential uses, shall be permitted on the Conservation Easement Property.

- 3.3. Sale or Transfer. This Conservation Easement shall not restrict or affect the rights of any owner of the Conservation Easement Property or any part thereof to sell, lease, transfer, convey, mortgage, or otherwise encumber the Conservation Easement Property or any part thereof, subject to the restrictions and covenants set forth in this Conservation Easement Agreement.

Nothing contained herein shall restrict an owner of the Conservation Easement Property or part thereof in imposing further restrictions upon conveyance or otherwise not inconsistent with this Conservation Easement.

- 3.4. No Structures Permitted. The construction, addition, or renovation of any structures, buildings or any other improvements are prohibited within the Conservation Easement Property except those permitted by paragraph 3.5 of this Conservation Easement Agreement. Any structures in the Conservation Easement Property at the time this agreement is entered into must be maintained in good condition, and if and when they are removed, must be replaced by plantings similar to and consistent with other plantings in the area.

- 3.5. Fences and Stone Walls. Subject to GRANTEE's approval and compliance with all applicable laws, fences that are normal and customary in the immediate vicinity may be erected or replaced on the Conservation Easement Property. Subject to GRANTEE'S approval and compliance with all applicable laws, stone walls may be erected, repaired or replaced on the Conservation Easement Property, but shall not be removed.

- 3.6. Dumping and Storage. No dumping of any materials or storing or release of ashes, organic waste, sewage, garbage, scrap material, sediment, discharge, oil or its by-products, leached compounds, toxic material, or any other unsightly or offensive materials shall be allowed on the Conservation Easement Property. No storage of any kind shall be allowed on the Conservation Easement Property.

- 3.7. Maintenance of Plantings and Boundary Markings, GRANTOR shall have the obligation to maintain the plantings, walls, and other boundary markings currently existing on the Conservation Easement Property.

- 3.8. Clearing of Trees. There shall be no cutting or removing of trees permitted on the Conservation Easement Property unless such tree is dead or in a declining state and a permit is issued by the Village of Irvington.

- 3.9. Mining, Pipelines, and Landfills. There shall be no surface or subsurface mining or quarrying on the Conservation Easement Property, nor placement of high voltage

transmission lines, pipelines, landfills, or other land uses detrimental to the scenic character and ecosystems of the Conservation Easement Property. This subsection shall not prevent the underground installation and maintenance of local utility distribution lines as permitted by GRANTEE.

- 3.10 Paving, Utilities, and Drainage. No Paving of any kind shall be permitted on the Conservation Easement Property. Drainage ways may be located anywhere on the Conservation Easement Property subject to GRANTEE's approval, provided that they are constructed and located in a manner that minimizes erosion and impacts on landscape quality.

4. ENFORCEMENT.

- 4.1 Enforcement. GRANTEE may enforce this Conservation Easement at law or in equity pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law against any or all owners of the Property. If there is a violation of any of the provisions of this Conservation Easement Agreement, GRANTEE shall notify the party in violation, who shall promptly cure the violation by: (a) ceasing the violation, or (b) restoring the Conservation Easement Property to the condition before the violation, or (c) both (a) and (b), as appropriate. If the violation continues, GRANTEE shall have the right, but not the obligation, to cure it by direct action.

- 4.2 Costs of Enforcement. All reasonable costs of enforcing the terms of this Conservation Easement against GRANTOR, including but not limited to the costs and expenses of legal action, reasonable attorney's fees, and any costs involved in the restoration of the Conservation Easement Property, resulting from GRANTOR's violation of the terms of this Conservation, shall be borne by GRANTOR unless GRANTOR ultimately prevails in judicial enforcement, in which case each party shall bear its own costs.

- 4.3 Emergency Enforcement. If GRANTEE, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Conservation Easement Property, GRANTEE may pursue its remedies under this section without prior notice to GRANTOR and without waiting for the period for cure to expire.

4.4. Forbearance. Forbearance or delay by GRANTEE in the exercise of any of its rights to enforce this Conservation Easement or to exercise any right granted to it under this Conservation Easement Agreement shall not be deemed a waiver of such rights or of any of the terms of the Conservation Easement Agreement. GRANTOR hereby waives any defense of laches, estoppel, or prescription.

4.5. Acts Beyond GRANTOR's Control. GRANTEE shall have no cause of action under this Conservation Easement Agreement against GRANTOR for injury or damage to the property which is beyond GRANTOR's control, including, without limitation, flood, fire, storms, or earth movement, or from any prudent action taken by GRANTOR, under emergency conditions, to prevent, abate, or mitigate significant injury to the Conservation Easement Property or adjacent properties from such causes.

5. **COSTS AND LIABILITIES.** GRANTOR shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, and maintenance of the Conservation Easement Property, including the maintenance of adequate liability insurance coverage. GRANTOR shall remain solely responsible for obtaining any applicable government permits and approvals for any construction or other activity or use permitted by this Conservation Easement Agreement, and requirements. GRANTOR shall keep the Conservation Easement Property free of all liens arising out of any work performed for, materials furnished to, or obligations incurred by GRANTOR.

6. **ADDITIONAL COVENANTS**

6.1 Amendment. This Conservation Easement Agreement may be amended upon the written consent of GRANTOR and GRANTEE, provided that no amendment may alter the restrictions on use or permitted structures, nor shall it allow subdivision that is inconsistent with the purposes of this Conservation Easement, nor shall it in any way limit the perpetual duration of this Conservation Easement. Any such amendment shall be consistent with the purposes of this Conservation Easement and with the purposes set forth in Article 49, Title 3 of the Environmental Conservation Law and shall comply with Article 49, Title 3 of the Environmental Conservation Law and any regulations promulgated pursuant thereto.

6.2 Subordination of Mortgages. GRANTOR represents that all mortgages on the Conservation Easement Property have been subordinated to this Conservation Easement, and that all mortgagees with an interest in the Conservation Easement Property have agreed that they have no right to extinguish this Conservation Easement in whole or in part in the event they take title the Conservation Easement Property through foreclosure or otherwise.

- 6.3 Subsequent Transfers. Any subsequent conveyance of any interest in the Property including, without limitation, the transfer, lease, or mortgage, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows:
“This (conveyance, lease, mortgage, easement, etc.) is subject to a Conservation Easement, which runs with the land and which was granted to the Village of Irvington, dated April, ____ 2012, and recorded in the office of the Clerk of Westchester County at Control Number _____.” The failure to include such language shall not affect the validity or applicability of this Conservation Easement Agreement.
- 6.4 Assignment. GRANTEE’s rights and obligations under this Conservation Easement may be assigned only to an organization that is a qualified organization under Section 17(h) of the Internal Revenue Code (or any successor provision then applicable) and is a not-for-profit conservation corporation or other entity authorized to take title to a conservation easement under New York Environmental Conservation Law, Article 49, Title 3, and which continues to carry out the conservation purposes of this Conservation Easement. Any assignee other than a governmental unit must be an entity able to enforce this Conservation Easement and have purposes similar to those of GRANTEE and encompassing those of this Conservation Easement. GRANTEE agrees to provide GRANTOR notice of any such assignment 20 day prior to the assignment. Failure to provide such notice shall not affect the validity of the assignment, nor shall it impair the validity of this Conservation Easement or limits its enforceability in any way.
- 6.5 Taxes and Assessments. The owner of the Conservation Easement Property shall pay all taxes and assessments and charges of whatever description lawfully assessed against the Conservation Easement Property and such assessment shall be consistent with the restrictions hereby placed on the Conservation Easement Property.
- 6.6 Severability. Invalidation of any provision of this Conservation Easement Agreement, by court judgment, order, statute, or otherwise, shall not affect any other provisions, which shall be and remain in force and effect.
- 6.7 Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possession or use of the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. As used in this Section 6.7, the term owner shall include the owner of any beneficial equity interest in the Conservation Easement Property.

6.8 Approvals in Writing. Any approval, waiver, or other form of consent or permission required or permitted to be given to GRANTEE or GRANTOR under this Conservation Easement shall only be effective if in writing and duly executed by or on behalf of GRANTEE or GRANTOR as appropriate.

7. QUALIFIED CONSERVATION CONTRIBUTION COVENANTS

7.1 Notice. In order to facilitate the monitoring of this Conservation Easement and to ensure continuing communication, GRANTOR agrees to give GRANTEE written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. Prior to the construction or alteration of any fence or stonewall permitted under Section 3 herein, the owner proposing such construction shall give GRANTEE written notice thereof not less than thirty (30) days prior to the anticipated commencement of construction. GRANTOR further agrees to notify GRANTEE of any conveyance, lease or transfer of all or any part of the Property, such notice to be given in writing at least thirty (30) days in advance of such conveyance, lease or transfer. The failure to give such notice shall not, however, invalidate the conveyance, lease or transfer. Any notice required by this Conservation Easement Agreement shall be deemed given when received or three days after being mailed by certificated or registered mail, postage prepaid, properly addressed as follow: (a) if to GRANTEE, at address set forth above; (b) if to GRANTOR, at address set forth above; (c) if to any subsequent owner, at the address provided by notice to GRANTEE of such transfer of the Property as required by this paragraph. Any party may change the address to which notices are to be sent by duly giving notice pursuant to this paragraph.

7.2 Inspection and Maintenance. GRANTEE and its duly authorized representatives shall have the right to enter the Conservation Easement Property at reasonable times, in a reasonable manner, and, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement Agreement. In the instance of a violation or suspected violation of the terms of this Conservation Easement Agreement, which has caused or threatens to cause irreparable harm to any of the resource values this Conservation Easement is designed to protect, no such advance notice is required.

7.3 Extinguishment. GRANTOR and GRANTEE acknowledge that the granting of this Conservation Easement constitutes the donation to GRANTEE of a fully vested interest in the Conservation Easement Property. If and when the restrictions contained in this Conservation Easement are extinguished by eminent domain taking or otherwise, GRANTOR and GRANTEE agree to divide the proceeds in proportions equal to the fair market value of their interests in the Conservation Easement Property on the date of execution of this Conservation Easement. GRANTOR and GRANTEE agree that the value of the GRANTEE'S interest on the date of execution of this Conservation Easement shall equal the amount by which the fair market value of the Property

immediately prior to the execution of this Conservation Easement is reduced by the restrictions imposed by this Conservation Easement. GRANTEE agrees to devote its share of the proceeds in a manner consistent with the conservation purposes inherent in this Conservation Easement.

- 7.4 Interpretation. This instrument is intended to create a “qualified real property interest: for “conservation purposes” as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a “qualified real property interest” for “conservation purpose,” such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.
- 7.5 Representation and Warranties. GRANTOR represents and warrants that, after reasonable investigation and to the best of his knowledge , the Property is in compliance with all federal, state and local laws, regulations and requirements applicable to the Property, and there is not threatened or pending litigation in any way affecting, involving, or related to the Property.
- 7.6 Authorization. GRANTEE warrants that acceptance of this Conservation Easement has been duly authorized by Village of Irvington Board of Trustees.

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

Charles M. Pateman, GRANTOR

Village of Irvington, GRANTEE by
Lawrence Schopfer
Village Administrator

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF WESTCHESTER

On the ____ day of May in the year 2012, before me, the undersigned, personally appeared Charles M. Pateman, 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.

_____ Signature and Office of Individual taking
acknowledgment

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF WESTCHESTER

On the _____ day of May 2012, before me, the undersigned, personally appeared Lawrence Schopfer personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledgment to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Signature and Office of Individual

taking acknowledgment

SCHEDULE A

Fidelity National Title Insurance Company of New York

TITLE NO: 03-3702-61088-W

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

BEGINNING at a point on the southeasterly side of Peter Bont Road where the same is intersected by the dividing line between the premises herein described and lands now or formerly of Allaire Estate;

RUNNING THENCE along the southwesterly boundary line of said lands now or formerly of the Allaire Estate of the following five (5) courses and distances:

South 65 degrees 24 minutes 00 seconds East, a distance of 33.71 feet;

South 53 degrees 52 minutes 00 seconds East, a distance of 19.63 feet;

South 56 degrees 30 minutes 00 seconds East, a distance of 35.50 feet;

South 60 degrees 26 minutes 10 seconds East, a distance of 68.69 feet, and

South 68 degrees 32 minutes 10 seconds East, a distance of 130.93 feet to the northwesterly boundary line of lands now or formerly of Henry Drisler;

RUNNING THENCE along the northwesterly boundary line of lands now or formerly of Henry Drisler the following three (3) courses and distances:

South 44 degrees 17 minutes 00 seconds West, a distance of 238.43 feet;

South 28 degrees 39 minutes 00 seconds West, a distance of 285.60 feet, and

South 28 degrees 07 minutes 00 seconds West, a distance of 59.85 feet to land now or formerly of Baas;

RUNNING THENCE along the northeasterly and easterly sides of lands now or formerly of Baas, the following seven (7) courses and distances:

North 65 degrees 51 minutes 10 seconds East, a distance of 101.56 feet;

North 24 degrees 44 minutes 30 seconds East, a distance of 84.56 feet;

North 16 degrees 35 minutes 10 seconds West, a distance of 64.60 feet;

North 08 degrees 07 minutes 30 seconds West, a distance of 92.08 feet;

North 44 degrees 54 minutes 50 seconds West, a distance of 79.23 feet;

North 36 degrees 25 minutes 00 seconds West, a distance of 72.82 feet (deed) 63.20 feet (survey), and

North 00 degrees 30 minutes 20 seconds East, a distance of 53.14 feet to the said southeasterly side of Peter Bont Road;

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

Fidelity National Title Insurance Company of New York

TITLE NO. 01-3702-61088 W

SCHEDULE A

(Continued)

THENCE along the southeasterly, southerly and southeasterly sides of Peter Bont Road, the following eleven (11) courses and distances:

North 56 degrees 33 minutes 00 seconds East, a distance of 12.75 feet;

North 54 degrees 40 minutes 00 seconds East, a distance of 20.75 feet;

North 54 degrees 06 minutes 00 seconds East, a distance of 27.17 feet;

North 64 degrees 42 minutes 00 seconds East, a distance of 28.00 feet;

North 69 degrees 06 minutes 00 seconds East, a distance of 29.17 feet;

North 84 degrees 17 minutes 00 seconds East, a distance of 24.50 feet;

South 89 degrees 27 minutes 00 seconds East, a distance of 91.00 feet;

North 78 degrees 09 minutes 00 seconds East, a distance of 18.34 feet;

North 53 degrees 21 minutes 00 seconds East, a distance of 21.50 feet;

North 51 degrees 07 minutes 00 seconds East, a distance of 23.29 feet, and

North 34 degrees 59 minutes 00 seconds East, a distance of 97.00 feet to the southwesterly boundary line of land now or formerly of the Allaire Estate and the point and place of BEGINNING.

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the part of the first part, of in and to the land lying in the street in front of and adjoining said premises.

EXHIBIT B

Conservation Easement Property

Metes and Bounds Description

All that certain plot, piece or parcel of land situate, lying and being in the Village of Irvington, Town of Greenburg, County of Westchester and State of New York, designated as a Conservation Easement, as shown on a map intended to be filed in the Westchester County Clerk's Office, Division of Land Records, entitled "Subdivision Plat Prepared For Holly Hills", prepared by Donnelly Land Surveying, P.C. dated April 24, 2012, being more particularly bounded and described as follows:

BEGINNING at a point within the Southerly portion of Lot 2 on said map to be filed, said point being North 42 degrees 04 minutes 26 seconds West 37.20 feet from the Southerly corner of Lot 2, said point being the Southerly corner of the premises herein described:

Running thence from said point of beginning through Lot 2 the following courses and distances:

North 65 degrees 51 minutes 10 seconds West, 61.89 feet;
North 24 degrees 44 minutes 30 seconds West, 77.87 feet;
North 16 degrees 35 minutes 10 seconds West, 62.42 feet;
North 08 degrees 07 minutes 30 seconds West, 90.97 feet;

Thence along a curve to the left having a radius of 15.00 feet and a length of 9.63 feet;

North 44 degrees 54 minutes 50 seconds West, 20.25 feet;
North 57 degrees 11 minutes 53 seconds East, 145.20 feet;
South 08 degrees 20 minutes 58 seconds East, 6.37 feet;
South 19 degrees 14 minutes 05 seconds East, 8.75 feet;
South 11 degrees 33 minutes 33 seconds West, 7.57 feet;
South 29 degrees 00 minutes 00 seconds West, 8.87 feet;
South 41 degrees 38 minutes 12 seconds West, 24.52 feet;
South 28 degrees 15 minutes 47 seconds West, 11.27 feet;
South 17 degrees 17 minutes 31 seconds West, 9.29 feet;
South 02 degrees 38 minutes 19 seconds East, 6.38 feet;
South 12 degrees 34 minutes 23 seconds East, 10.75 feet;
South 38 degrees 27 minutes 25 seconds East, 5.91 feet;
South 55 degrees 58 minutes 54 seconds East, 4.64 feet;
South 68 degrees 59 minutes 12 seconds East, 7.04 feet;
South 46 degrees 49 minutes 08 seconds East, 3.46 feet;
North 49 degrees 45 minutes 09 seconds East, 1.00 feet;
South 18 degrees 41 minutes 59 seconds East, 4.75 feet;

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South 10 degrees 19 minutes 12 seconds East, 6.53 feet;
 South 03 degrees 21 minutes 15 seconds East, 2.88 feet;
 South 05 degrees 44 minutes 53 seconds West, 4.69 feet;
 South 19 degrees 44 minutes 51 seconds West, 3.34 feet;
 South 05 degrees 57 minutes 53 seconds East, 7.79 feet;
 South 15 degrees 38 minutes 19 seconds West, 15.63 feet;
 South 19 degrees 49 minutes 56 seconds West, 16.28 feet;
 South 70 degrees 11 minutes 59 seconds West, 5.81 feet;
 North 58 degrees 12 minutes 48 seconds West, 23.32 feet;
 South 31 degrees 32 minutes 16 seconds West, 26.21 feet;
 North 58 degrees 29 minutes 20 seconds West, 10.70 feet;
 South 31 degrees 30 minutes 40 seconds West, 16.74 feet;
 South 58 degrees 30 minutes 18 seconds East, 7.88 feet;
 South 31 degrees 30 minutes 40 seconds West, 24.40 feet;
 South 60 degrees 09 minutes 59 seconds East, 14.20 feet;
 South 57 degrees 39 minutes 50 seconds East, 25.79 feet;
 South 74 degrees 45 minutes 01 seconds East, 28.22 feet;
 North 24 degrees 14 minutes 11 seconds East, 44.33 feet;
 North 24 degrees 00 minutes 09 seconds East, 27.70 feet;
 North 21 degrees 40 minutes 35 seconds East, 3.13 feet;
 North 15 degrees 20 minutes 24 seconds East, 2.86 feet;
 North 05 degrees 19 minutes 51 seconds West, 3.17 feet;
 South 84 degrees 40 minutes 09 seconds West, 1.73 feet;
 South 76 degrees 28 minutes 24 seconds West, 8.52 feet;
 North 40 degrees 41 minutes 48 seconds West, 6.57 feet;

thence along a curve to the right having a radius of 5.50 feet and a length of 6.02 feet;

North 21 degrees 58 minutes 52 seconds East, 38.18 feet;
 North 29 degrees 00 minutes 00 seconds East, 12.89 feet;
 North 26 degrees 46 minutes 58 seconds East, 25.15 feet;
 North 05 degrees 21 minutes 02 seconds East, 16.84 feet;
 South 62 degrees 57 minutes 05 seconds East, 61.09 feet;
 South 73 degrees 44 minutes 22 seconds East, 33.48 feet;
 North 28 degrees 02 minutes 36 seconds East, 4.59 feet;
 North 32 degrees 39 minutes 31 seconds East, 8.41 feet;
 North 27 degrees 26 minutes 38 seconds East, 8.36 feet;
 North 27 degrees 53 minutes 27 seconds East, 8.45 feet;
 North 29 degrees 21 minutes 12 seconds East, 32.64 feet;
 North 24 degrees 18 minutes 01 seconds West, 13.00 feet;
 South 73 degrees 09 minutes 38 seconds West, 8.13 feet;
 North 14 degrees 51 minutes 18 seconds West, 37.12 feet;
 North 02 degrees 13 minutes 33 seconds East, 29.25 feet;
 South 74 degrees 48 minutes 17 seconds East, 34.25 feet;

thence along a curve to the left having a radius of 15.00 feet and a length of 17.66 feet;

North 37 degrees 44 minutes 34 seconds East, 127.22 feet;
 South 68 degrees 32 minutes 10 seconds East, 75.37 feet;
 South 44 degrees 17 minutes 00 seconds West, 207.44 feet;

thence along a curve to the left having a radius of 35.00 feet and a length of 9.55 feet;

South 28 degrees 39 minutes 00 seconds West, 285.60 feet;

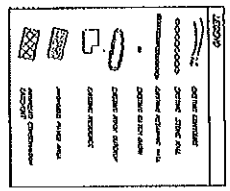
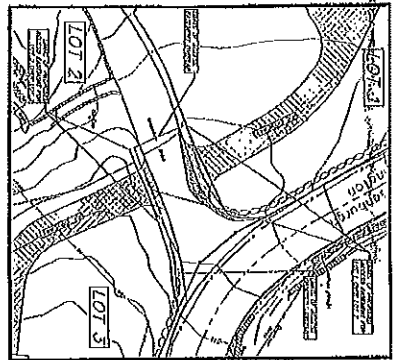
Thence along a curve to the left having a radius of 35.00 feet and a length of 0.33 feet;

South 28 degrees 07 minutes 00 seconds West, 47.24 feet to the point and place of beginning.

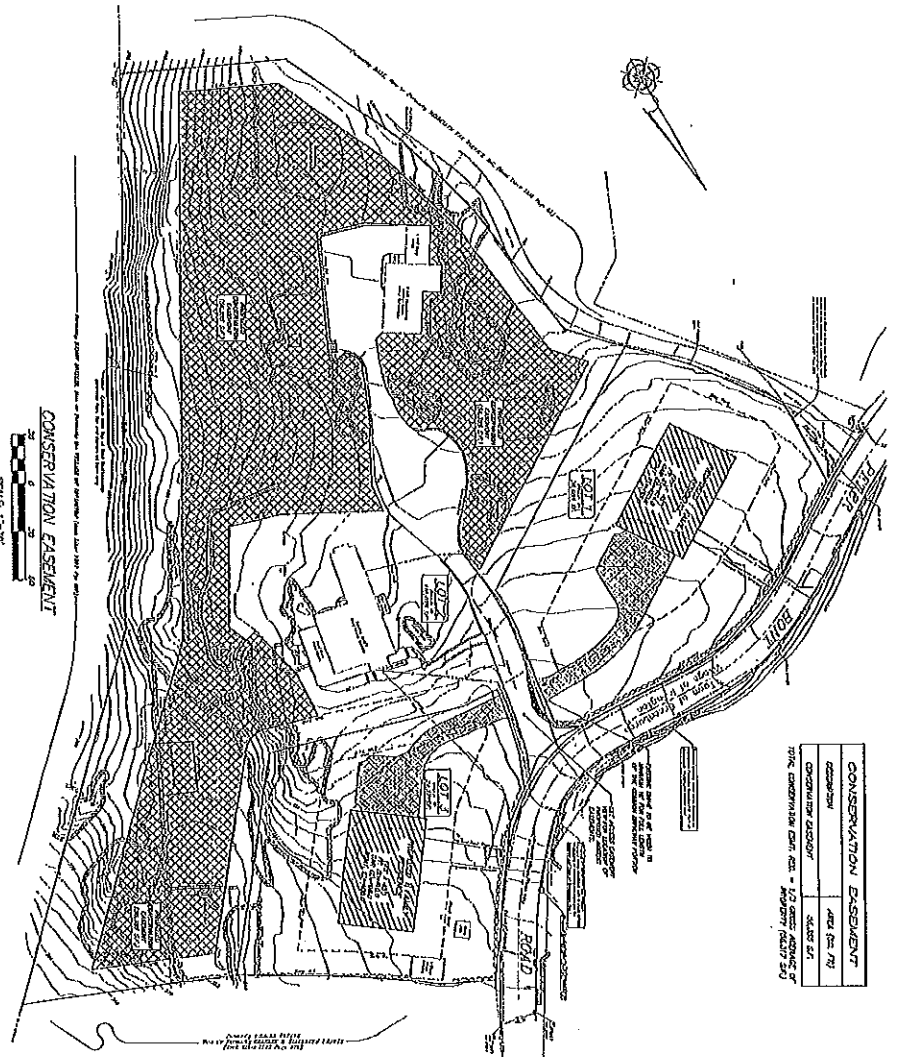
Containing therein 56,406 Sq. Ft. or 1.2949 Acres.

NOTE: THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

ACCESS EASEMENTS
SCALE: 1"=20'



CONSERVATION EASEMENT
SCALE: 1"=20'



OWNER / APPLICANT
C.M. PATEMAN & ASSOCIATES, INC.
1000 W. 10TH ST.
MAYAGUEZ, P.R. 00853

GENERAL NOTES

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
2. THE CONSERVATION EASEMENT IS SHOWN WITH A CROSS-HATCHED PATTERN.
3. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
4. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
5. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
6. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
7. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
8. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.
9. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
10. THE CONSERVATION EASEMENT IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT.

CONSERVATION EASEMENT	
CONSERVATION EASEMENT	AREA: 10.00 AC.
CONSERVATION EASEMENT	CLASS: 10
TOTAL CONSERVATION EASEMENT AREA: 10.00 AC.	

SP-1.4

PROPOSED SITE EASEMENTS PLAN
**HOLLY HILL ESTATES SUBDIVISION
 AND LIMITED SITE DEVELOPMENT PLAN
 FOR
 C.M. PATEMAN & ASSOCIATES, INC.**
 LOCATION:
 PETER BOUY ROAD, VILLAGE OF MAYAGUEZ, P.R.

NO.	DATE	DESCRIPTION
1	10/10/00	PRELIMINARY PLAN
2	10/10/00	CONSERVATION EASEMENT PLAN
3	10/10/00	ACCESS EASEMENTS PLAN
4	10/10/00	FINAL PLAN



CRONIN ENGINEERING P.E. P.C.
 PROFESSIONAL ENGINEERS AND ARCHITECTS
 1000 W. 10TH ST., SUITE 100
 MAYAGUEZ, P.R. 00853
 TEL: (787) 834-1111
 FAX: (787) 834-1112