

Peach Hill Park Development Plan

Adopted by the Town Board
October 2007



Prepared by
The Friends of Peach Hill
and
The Town of Poughkeepsie Recreation Department

**Peach Hill Park
Development Plan
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1.0 Introduction

Peach Hill Park is a unique 159 acre parcel located off of the Salt Point Turnpike in the northwest corner of the town. It includes unforgettable views from the highest point in the town. It also includes features that are unusual in local parks such as a mature apple orchard and a large wetland. The future development of the park should enhance the unique features, embrace the site limitations and achieve the vision statement of the site.

1.1 Vision Statement At several times over the past five years the community at large, the Friends of Peach Hill and numerous town officials have had the opportunity to discuss developing this site. These thoughts and objectives have been molded into a vision statement:

“Peach Hill Park is a unique town park where recreation combines with the preservation of a rural agricultural open space to provide a location for individual and group passive-use recreation. It also can be an excellent venue for educational uses, and low impact special events.”

1.2 Existing Conditions There are many existing features within the park that should be preserved and enhanced through appropriate management. The major unique feature is what we term the “Hudson Valley Agricultural Vernacular”. By this we refer to the quickly disappearing farming landscape that for many years defined the Hudson Valley. The orchards, open fields, wetlands and hillsides of the site exemplify this landscape.

The park is noted for another unique feature, the extensive views in all directions. From the top of the hill you can clearly see the Catskill Mountains, the Shawungunk Mountains, Hudson Highlands, Schennemunk Mountain, Mount Beacon, the Taconic Hills and the Berkshire Hills. The view to the southwest also gives an interesting perspective, a “birds-eye view” of the town and city of Poughkeepsie.

1.3 Site Limitations There are also several factors that limit development of the park. Chief among these is the conservation easement that limits development of the property to “passive recreation uses”. Two of the unique features (the wetland area and the steep hillsides) limit what and how development can happen. Other limitations include the presence of existing and potential neighboring development, limited access to the site and areas of the property that need remediation of pesticide contamination.

1.3.a Pesticide Contamination One limiting factor, a result of past agricultural use, is the presence of residual amounts of pesticides found on the property. Pesticides found include DDT and its daughter products; arsenic; and lead. In most places the amount found is less than the EPA Action Level. The chief hazard of this contamination is the ingestion of the soil by young children. Warnings about this contamination have been posted at the park entrance. In areas of significant use (such as the picnic area and overlooks), the hazard can be remediated by covering the area with nine inches of uncontaminated soil.

2.0 Development Concept

To best use the unique features of the site we suggest a theme for the park emphasizing the “Hudson Valley Agricultural Vernacular”. This theme would be reflected, as far as possible, in the design of all features of the park. This would give the visitor a unique quasi-farm like experience in addition to the normal hiking and sight-seeing experiences available at most other parks and trails.

3.0 Park Elements

3.1 Landscapes One of the most stunning aspects of this park are the varied landscapes. It is recommended that these landscapes be managed to maintain and enhance the currently existing diversity. This diversity will include:

- Designate and maintain certain areas as “meadows”.
- Preserve the integrity of the wetland area.
- After thorough evaluation, determine an appropriate area of the orchard to be maintained and treated it as a “demonstration orchard”.
- Annually mowing and maintaining specific sites to preserve their views. This would include the view from the Fishkill Ridge-Poughkeepsie overlook, the Catskill overlook, the Shawungunk-Hudson Highland overlook, the Taconic overlook and other view alleys.
- Annually mowing specific orchard areas to maintain the orchard appearance.
- Control of invasive and pest plant species, such as ailanthis and poison ivy.
- Develop demonstration areas to illustrate environmental features, *such as*:
 - The effect of limiting deer browsing on plant growth with a deer exclusion area.
 - Develop a Plant Succession Demonstration area to show examples of plant succession after not mowing a meadow area after 5, 10 and 15 years.
 - Stands planted to encourage growth of threatened native plants such as chestnut trees and elm trees.

A key location in the park is the main pond area. It is a very visible and identifiable feature close to the geographic center of the orchard. At this point it is felt that the pond is, at best, an attractive nuisance. It should be managed to present an attractive appearance yet deter direct visitor contact.

This area was historically key to the operation of the orchard. Two items of note remain. The old mixing tank has fallen to the ground and should be removed. The metal arm can be retained and explained to bring the orchard to life for visitors.

3.2 Trails Probably the most important recreational feature to the site is the development of hiking trails. The layout of the park calls for a network of trails. This network should be designed with a main trail which intersects a number of less developed trails that loop back around to the main trail.

In general the main trail would be an easy trail, designed for more intensive usage. The loop trails would be more challenging, probably with a mowed grass surfacing.

3.2.a Main (Core) Trail Visitors who want a fairly direct walk to the most memorable overlooks and features of the park would take this trail. It would pass the following points in the park: the proposed picnic area, the pond overlook, the main pond, the “amphitheater”, the Fishkill Ridge-Poughkeepsie overlook, the Catskill overlook, and finally the Shawungunk-Hudson Highlands overlook before returning to “amphitheater”.

It will consist of two sections:

- The first section (from the parking lot to the pond area) will fit the FSTAG (US Forest Service Trail Accessibility Guidelines) Trail Class 4 or Highly Developed Trail definition. It will therefore be designed to be “handicapped accessible”.
- The remainder of this trail will be designed fit Trail Class 3 or Developed/Improved Trail. This trail will be a greater challenge, but will not meet the strict standards for handicapped accessibility. Both sections will be signed appropriately as to accessibility.

3.2.b Loop Trails The “loop trails” would be a series of trails that would intersect the main trail and meander through the park to eventually rejoin the main trail. They would be a FSTAG Class 3 or Developed/Improved Trail. They will provide two things, an alternate “road less traveled” and the opportunity to interpret additional features of the park. Examples of these trails could be

- a “eastern trail” (leaving the main trail east of the “amphitheater” and rejoining it in at the Catskill overlook). The Taconic overlook as well as the high point of the town are along this trail.
- A “western trail” (leaving the main trail near the Shawungunk-Hudson Highland overlook and rejoining it near the picnic area).
- A “meadow trail” that could interpret plant succession would go through the meadows between the parking area and the main pond.
- A “woodlot forest trail” (leaving the main trail at the Catskill overlook and traveling through a oak-maple climax woodlot to rejoin the main trail near the Shawungunk-Hudson Highland overlook).
- A “switchback trail” that would travel from the pond to the summit area. The many switchbacks would provide an easy grade to the top of the hill. With trail surface hardening this trail could be considered an accessible trail.

Trail designation and marking is vital to an enjoyable visitor experience. An information kiosk is needed at the parking area with a trail map and trail descriptions. Trail marking is a challenge in the orchard. The low limbs on the apple trees limit their use for trail markers. It is suggested that color-coded, plastic trail markers be attached to cedar or locust posts at necessary locations. At trail intersections unobtrusive signs could be placed on these posts with destinations and distances. A well designed trail brochure would supplement the trail signs and markers.

It is envisioned that these trails will be developed so that they are interpretive in nature. Signs or interpretive booklets can explain features of the park. Items that can be interpreted include:

- features seen from the overlooks
- farming practices
- apple orchard development
- plant succession
- hardwood climax forests
- meadow habitats
- historical human use
- former railroad beds adjacent to the park
- park geology
- wetland ecology
- nature through poetry

3.2.c Wetlands Trail The wetland portion of the property deserves a special interpretive trail. It is envisioned that this trail would be an out and back boardwalk traversing the wetlands and ending, possibly with a dock, at the wetlands pond. A trail easement across neighboring property would be the best way to connect this trail to the main section of the park; the easiest way would be to route trail along the shoulder of Edgewood Drive.

3.2.d Trail Connections The potential exists to connect the trails at Peach Hill Park with other trails and parks in the community. The adjacent railroad bed has the potential to connect the park to the proposed Central Dutchess Rail Trail. The Central Hudson power line creates a corridor that could potentially link the park to Quiet Cove County Park, Longview Park, Marist College, Dutchess Community College and the proposed Riverfront Trail in the City of Poughkeepsie.

3.2.e Hudson River Valley Greenway Trail Designation Trails in this park are potentially eligible for designation by the State of New York as Hudson River Valley Greenway Trails. The Town should pursue this designation as soon as possible.

3.3 Site Amenities The overall visitor experience can be greatly enhanced or detracted by man made structures and site amenities. The use of an overall theme is one way to communicate the experience to park patrons. The “Hudson Valley Agricultural Vernacular” has been chosen as the theme because it enhances the natural and historical surroundings.

3.3.a Park Entrance The Park Entrance needs a great deal of work to make it more attractive and inviting. It is the first thing visitors see upon arrival at the park, and therefore sets the mood and expectation for the visit. There should be a rustic split rail fence installed along the border of Edgewood Drive. This will deter illegal ATV usage as well set the stage for entrance to the park. The present highway type sign should be replaced by a more rustic sign mounted on a theme-oriented wooden structure. The chain link gate should be replaced by a gate that is more natural and rustic looking.

3.3.b Parking Area The Parking Area currently is a gravel lot that can accommodate approximately 15 cars. While it currently meets the park's needs, it is anticipated that it will need to be expanded in the near future. Potentially the area to the west of the current lot could be utilized for this purpose. The gravel driveway and parking area enhances the theme as would retaining selected trees in the parking area. Another split rail fence either surrounding the parking lot or between the parking area and the power line corridor would discourage illegal vehicle usage. A theme-oriented kiosk should be installed near the parking area to orient visitors to the site.

3.3.c Picnic Area The current plan is to develop a Picnic Area along the accessible trail approximately 300 feet from the parking area. This location was chosen because it provides a nice view to the west as well as some natural shade from the apple trees. It is on the accessible trail and park vehicles could easily access it. A rustic picnic table such as the State Park Table manufactured by Long Lumber would enhance the overall theme.

3.3.d Signs Signs are a mainstay of both the interpretive and visitor control needs of the site. All signs should be professionally made. The current scheme is that regulatory signs have dark green letters on a white background. Other signs have white letters on a dark green background. It is important that Park Boundary signs should be posted listing rules from the Town Code. There should be enough signs to convey the important information but not too many to overwhelm visitors.

3.3.e Benches Benches will be an important aspect of the trail experience at Peach Hill Park. They need to be positioned at locations to take advantage of overlooks and wherever a rest may be needed. Again the Long Lumber Company supplies benches which would fit the overall theme. Alternatively, benches can be manufactured from rough cut slab wood and logs.

3.3.f The "Amphitheater" The "Amphitheater" is an interesting location. Many have looked at the large terraced hill and envisioned concerts for thousands of people. Development for this use would require building beyond the scope of the "Hudson Valley Agricultural Vernacular" theme.

The area does lend itself to a small group presentation area, possibly a stone patio with a row or two of benches on the uphill side or completely encircling it. This location could be used for educational purposes such as nature talks and even such things as outdoor weddings.

3.3.g Toilets and Restrooms Toilets and restrooms are an important amenity for visitor comfort. For the time being this need will be accommodated with a portable toilet located near the park entrance. It should have a rustic looking privacy fence around it. In the future it may be advisable to build permanent restrooms.

3.3.h Viewing Platform Many people have commented that the views from the summit could be enhanced by building a Viewing Platform. This has been envisioned as everything from a stone building to an Adirondack Fire Tower to a simple platform designed for visitors to just see over the tops of the trees. A viewing platform has its pluses and minuses. On the plus side it would be an attraction for the park. On the minus side it has liability issues and could be an attractive nuisance. It also could be very expensive. The maintenance of viewing alleys by selective tree work and landscape management may do more to enhance the overall experience than building a tower.

3.3.i Other Site Amenities In the future other site amenities, such as a pavilion for picnics and educational programs, may become a priority for future development. They should be constructed to enhance the overall park theme.

3.3.j Future Park Improvements Other items have been suggested as long term improvements to the park. For some of these options the acquisition of adjacent properties or conservation easements on adjacent properties would be needed.

- Trail connections to other parks and trail systems
- Alternate (trail or vehicle) access routes into the park
- Rest room facilities

4.0 Landscape Management Plan The essential task in planning the development of this park is determining a Landscape Management Plan. This plan would set aside areas to be:

- Managed for intense visitor use
- Developed into meadows
- Maintained as orchards
- Managed to maintain the view
- Managed to screen neighboring homes
- Managed for interpretation or education experiences
 - Plant succession exhibits
 - Demonstration orchard
 - Wetland habitat
 - Deer exclusion areas for “nursery areas” of threatened plant species
- Passively maintained areas to allow for natural plant succession

A map is attached to this report with parts of the park designated for each zone.

4.1 Grass Cutting Plan The major tool to manage the landscape is determine a plan for grass cutting. Different parts of the park will need to be cut weekly, other areas cut as needed (probably every 2-3 weeks) and some just annually. These areas have been identified as follows:

- Areas cut weekly
 - Intensive use areas such as the Entrance/Parking Lot area and Picnic Area
- Areas cut as needed
 - Trails and Trail Borders
 - Overlooks
- Areas that are mowed annually
 - Meadow areas
 - “Orchard zones”
 - Designated plant succession exhibits

4.2 Viewshed Management and Preservation One of the unique features of this property are the extensive views from the hilltop area. Trees and vegetation will need to be managed to preserve these views. In addition, efforts should be made to advocate for preservation of the viewshed in the immediate area of the park.

5.0 Development Timeline Development of the park can not completed immediately. We envision them happening in three phases: Immediate steps in Years 1 and 2, Intermediate steps by Year 5 and Future steps by Year 10. Despite the fact that we are placing these projects into a timeline, situations may happen that may change their ranking. The projects are grouped as follows:

5.1 Immediate Steps (Years 1 and 2)

- Adoption of Development Plan
- Adoption of Landscape Management and Mowing Plans
- Pesticide Remediation Activities
- Development of Main (Core) Trail including handicap accessible section, picnic area, overlooks, benches, signage
- Development of Loop Trails
- Development of Park Entrance area
- Hudson River Valley Greenway Trail Designation

5.2 Intermediate Steps (by Year 5)

- Additional Interpretive signage
- Continued development of Loop Trails
- Enlarge Parking Area
- Development of the “Switchback Trail”

5.3 Future Steps (by Year 10)

- Wetlands Trail
- Permanent restroom facilities
- Hard surfacing “Switchback Trail”
- Trail connections to other parks and trail systems
- Viewing Platform
- Pavilion

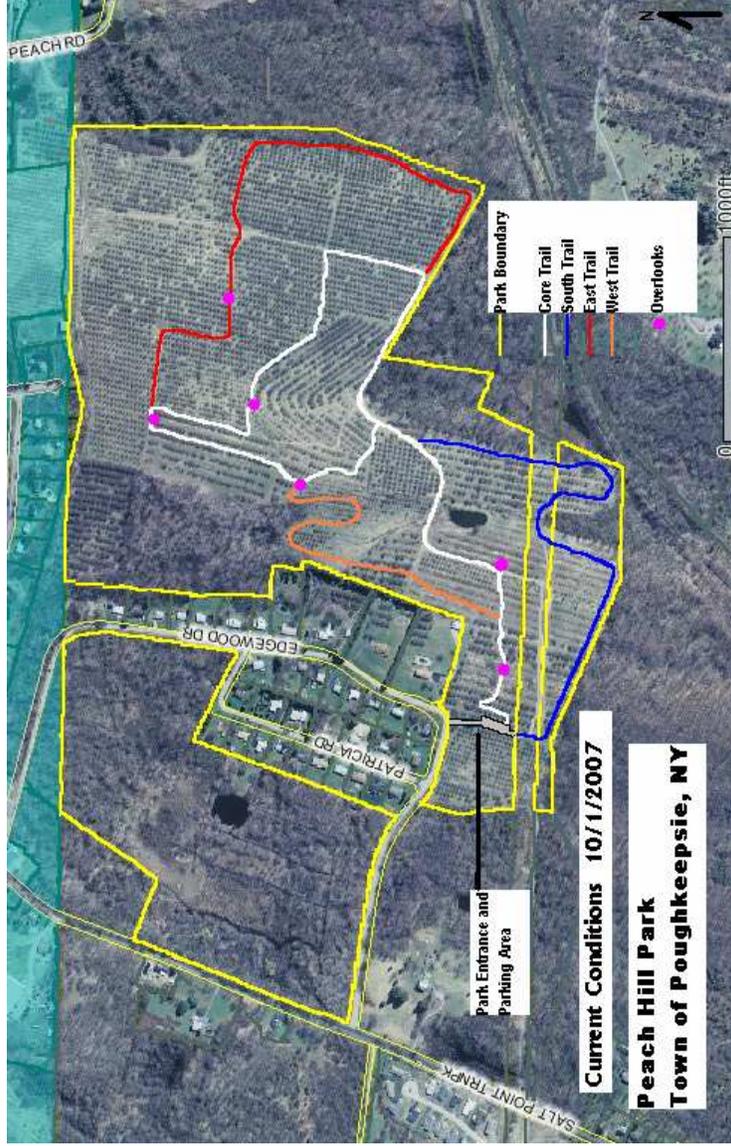
Peach Hill Park Development Plan

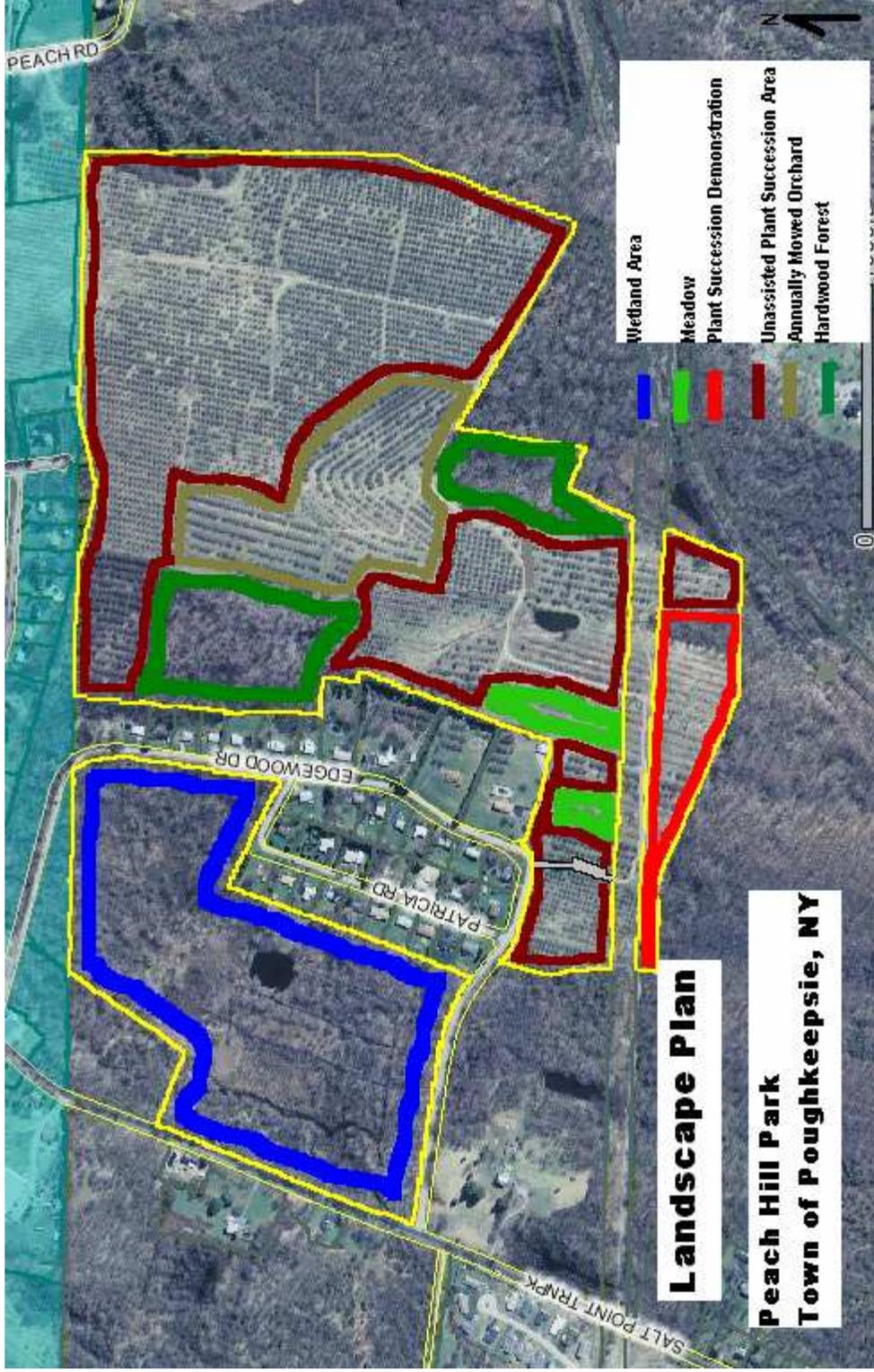
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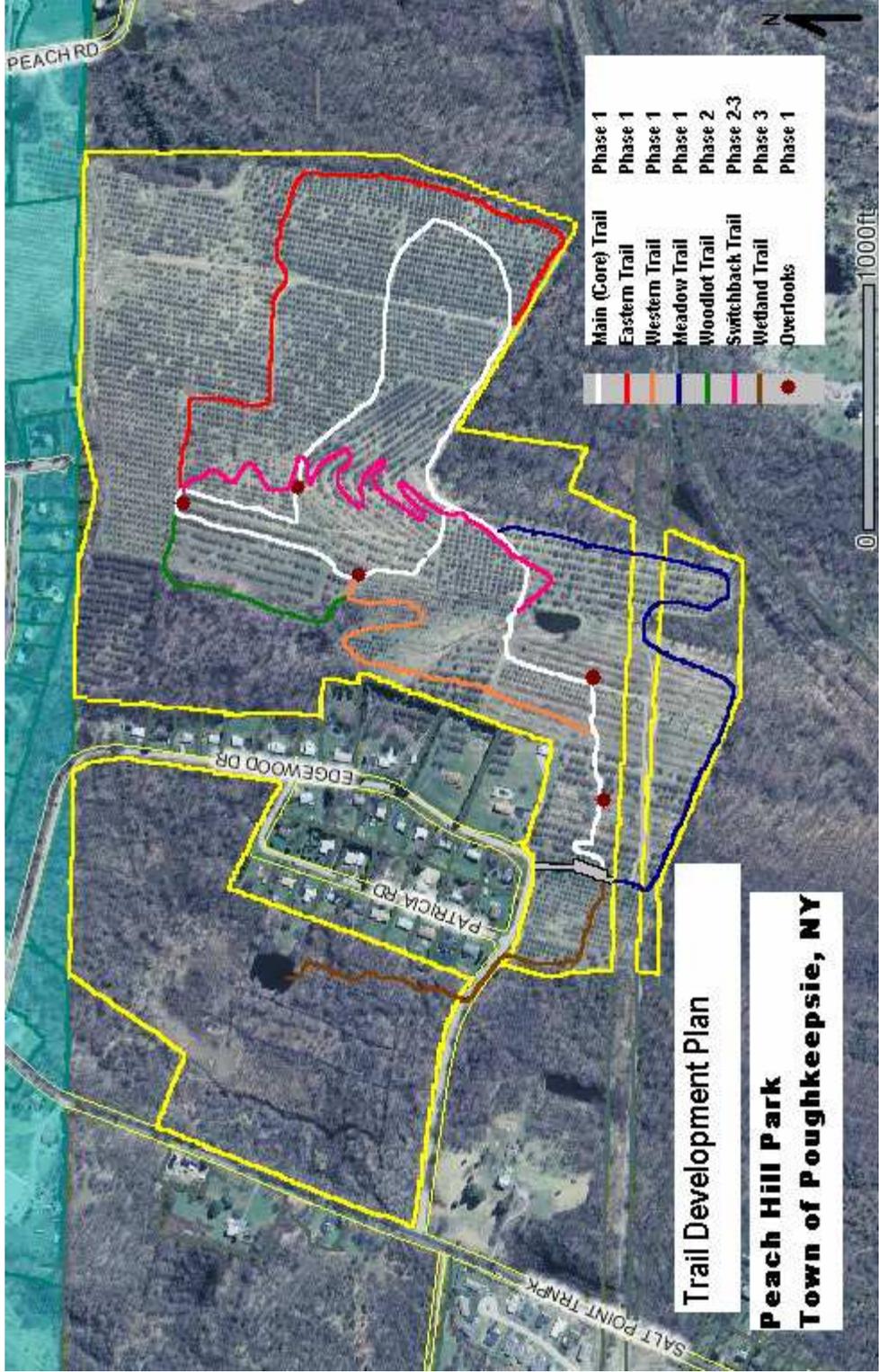
Appendices

1. Current Conditions Map
2. Landscape Plan Map
3. Proposed Trails Map
4. Conservation Easement
5. Benefits of Greenway Designation

Prepared by
The Friends of Peach Hill
and
The Town of Poughkeepsie
Recreation Department







Office of Parks, Recreation and Historic Preservation
EPF Conservation Easement
ECL Article 49

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT, made this 1st day of December, 2003 THE TOWN OF POUGHKEEPSIE, a municipal corporation with offices at One Overlooker Road, Poughkeepsie, New York 12603 ("Grantor"), and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through their COMMISSIONER OF PARKS, RECREATION AND HISTORIC PRESERVATION, having an address at Empire State Plaza, Agency Building One, Albany, New York 12238 ("Grantee").

WITNESSETH:

WHEREAS, the Landowner is the owner in fee of real property (the Protected Property) described in Exhibit "A" attached hereto and incorporated by reference:

The Protected Property consists of 157.6 +/- acres located at Edgewood Drive and Salt Point Turnpike in the Town of Poughkeepsie, Dutchess County, New York.

WHEREAS, the Protected Property possesses significant recreational, scenic, and open space features and values, and

WHEREAS, the State of New York has awarded the Grantor a grant under the provisions of the Environmental Protection Act in connection with EPF Grant No. 540051 for the acquisition of the Protected Property; and

WHEREAS, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Grantee, and The Scenic Hudson Land Trust, Inc., (Scenic Hudson) have all made contributions to help fund the purchase of a fee interest in the Property by the Town of Poughkeepsie, and

WHEREAS, Scenic Hudson is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York and is qualified to hold third party enforcement rights for this conservation easement, and may also be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended; and

WHEREAS, Grantor is, as of the date hereof, with the granting of this Conservation Easement, confirming its commitment to develop, maintain, operate and provide for the public's use and enjoyment a PARK PROJECT as defined in 9NYCRR 439.2m and 441.4b, and is agreeing to construct, develop, preserve and operate a park on the Protected Property as required in 9NYCRR 441.4b; and

WHEREAS, the Protected Property will be used as a public park for passive recreation purposes which will include facilities to allow its enjoyment as a passive park among other amenities; and

WHEREAS, Grantor has agreed to place restrictions on the Protected Property as part of its transaction with Grantee, while retaining the use of the Protected Property as a public park as defined above; and

WHEREAS, the State of New York has enacted Article 49, Title 3 of the Environmental Conservation Law (as the same may be amended, "Article 49") to provide for the limitation and restriction of development, management and use of real property by Conservation Easement;

NOW, THEREFORE, in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, Grantor does hereby grant and convey to Grantee, its successors and assigns forever, a Conservation Easement pursuant to Article 49, in perpetuity consisting of the terms, covenants and obligations on Grantor's part to be observed and performed and Grantee's rights to monitor and enforce same, all as hereinafter set forth, over and across the Protected Property (the "Easement").

1. Purpose. The purpose of this Easement is to grant to Grantee certain rights to restrict the use and development of the Protected Property to protect in perpetuity the use of the Protected Property for the purpose of

passive public recreational use by the general public, as defined herein, and through such protection, enhance, preserve and protect said Park for the use and enjoyment of the public. FOR THE PURPOSES OF THIS EASEMENT, THE TERM "PASSIVE PUBLIC RECREATIONAL USE" REFERS TO A RANGE OF OUTDOOR ACTIVITIES COMPATIBLE WITH PRESERVING NATURAL RESOURCE FUNCTIONS SUCH AS WILDLIFE HABITAT AND WATERSHED PROTECTION. PASSIVE RECREATIONAL ACTIVITIES ARE GENERALLY NON-ORGANIZED, NON-MOTORIZED ACTIVITIES INCLUDING BUT NOT LIMITED TO WALKING, BIKE RIDING, PICNICKING, HIKING, SUN BATHING, AND BIRD WATCHING. "PASSIVE RECREATION" DOES NOT INCLUDE OBTRUSIVE ACTIVITIES THAT HAVE SIGNIFICANT ADVERSE IMPACTS TO NATURAL OR OPEN SPACE VALUES. PASSIVE RECREATION ALSO DOES NOT INCLUDE ORGANIZED SPORTS FACILITIES SUCH AS BASEBALL DIAMONDS, GOLF COURSES, DRIVING RANGES, FOOTBALL FIELDS, SOCCER FIELDS, TENNIS COURTS, OR SWIMMING POOLS.

2. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purpose of this Easement and shall be prohibited upon or within the Protected Property, except to the extent permitted by Paragraph 4 hereof:

- (a) Any commercial, industrial or residential uses of the Protected Property, except as expressly permitted herein.
- (b) The division or subdivision of the Protected Property.
- (c) The construction, erection, maintenance or replacement of any buildings, roads, roadways, signs (other than informational or directional signs), billboards, satellite dishes, fences, docks or other structures or improvements of any kind or nature whatsoever on or over the Protected Property except solely the Permitted Improvements (as defined in subparagraph 4(a) hereof).
- (d) The dumping or storage of ashes, trash, waste, garbage and sawdust on any portion of the Protected Property, except such storage of the aforementioned material as may be normally and reasonably incidental to uses permitted hereunder. No chemical wastes or other hazardous waste materials may be dumped or stored on the protected property.
- (e) Dredging, mining, excavation, filling or other use of the Protected Property, which is detrimental to drainage, water quality, flood control or the fish and wildlife attributes of the Protected Property; subject, however, to Grantor's right to build, install, maintain, repair and replace the Permitted Improvements in accordance with the provisions hereof and all applicable laws and governmental regulations.
- (f) Disturbances of the Protected Property's surface topography, including but not limited to filling, excavation, grading, removal of topsoil, sand, gravel, rocks or minerals, or changing of the topography of the land in any manner except as may be reasonably necessary for the construction, erection, installation, maintenance or replacement of any of the Permitted Improvements in accordance with the terms hereof or as may be normally and reasonably incidental to any of the uses of the Protected Property expressly permitted hereby, or as may be required to implement the Environmental Remediation Plan as prepared by Ecosystems and approved by the Town Board.
- (g) The use of toxic chemicals, including, without limitation, pesticides and herbicides, on the Protected Property, except in connection with interior operation and maintenance of the Permitted Improvements or as permitted by the Office of Parks, Recreation and Historic Preservation ("OPRHP") and the Department of Environmental Conservation ("DEC") or any other governmental agency having jurisdiction over the Protected Property and in accordance with all applicable governmental laws and regulations.
- (h) Except as may be required for emergency purposes or for necessary management actions of Grantee or Grantor or for the construction and maintenance of the Permitted Improvements, the use of off-road motorized vehicles, including, without limitation, automobiles, all-terrain vehicles and motorcycles.

- (i) No cutting or removal of trees on the Property shall be permitted except to: (1) Remove those trees and limbs which are dead, fallen, diseased or dangerous; (2) Construct and/or maintain hiking trails; (3) Provide for the construction of parking areas, buildings and structures permitted under this Conservation Easement; (4) Maintain and manage habitat areas; (5) Enhance the overall diversity of native plants species; (6) Provide control of exotic or new plant species; (7) Support the ecological health and biodiversity of the Property; (8) Maintain the scenic and natural character of the Property; (9) Maintain the pond; (10) In furtherance of agricultural use of the Property as set forth in Section 5.1 herein; and/or as otherwise permitted in writing by the Grantee in its sole discretion to further and maintain the purposes of this Conservation Easement.
- (j) active recreational facilities, including but not limited to baseball diamonds, golf courses, driving ranges, football fields, soccer fields, tennis courts, or swimming pools.

3. Affirmative Rights Conveyed.

- (a) Grantee and its duly authorized representatives shall have the right to enter the Protected Property at reasonable times, for inspection purposes as contained in Paragraph 6.
- (b) Grantee shall have the right to review and approve any plans for development, construction or installation of structures or improvements on the Protected Property.

4. Retained Rights of Grantor. Subject to the purpose and provisions of this Easement, including, without limitation, the provisions of Paragraphs 2 and 3 hereof, Grantor reserves and retains all customary rights of ownership in the Protected Property, to the extent such rights are exercised in a manner which is not inconsistent with the use of the premises as a passive public park, including, but not limited to:

- (a) The right to renovate, repair and maintain the following existing structures and facilities, as Permitted Improvements, in order to enhance the premises for use as a public park:
 - (1) existing farm roads, a farm pond, and drainage ways may be repaired, reconstructed or replaced at their same dimensions and locations.
- (b) The right to construct, install and maintain the following Permitted Improvements as enhancements to the Protected Property for use as a public park:
 - (1) Ancillary improvements, including utilities, benches, restrooms, storage facilities, railings, fences, gates, drainage ways, boardwalks, gazebos, viewing platforms, observation blinds, bridges, nesting boxes, kiosks, and/or informational and directional signs which are reasonably necessary to the use and enjoyment of the premises as a public park;
 - (2) Development of one parking area;
 - (3) Subject to approval by the Grantee, as evidenced by a letter signed by the Commissioner or her delegate, additional recreational, cultural and support facilities consistent with the use and enjoyment of the Protected Property as a public park for passive recreation.
 - (4) Lighting of the parking area and restrooms, provided that any such outdoor lighting is focused solely towards the ground;

The construction, repair and maintenance of any Permitted Improvement shall be undertaken in a way which mitigates, to the greatest extent practicable, any effects on any stream, wetland, pond, lake or other body of water located within 100 feet of such improvement.

- (c) The right to manage and improve the land and vegetation by landscaping, including planting, cultivation, trimming and removal of grass, trees, shrubs and flowers for the purpose of enhancing the Protected Property as a public park.

5. Public Access. There shall be public access to the Protected Property, except that access to those areas customarily used for administrative, maintenance, safety and public health purposes, may be restricted. Grantor may promulgate rules and regulations regarding hours of use for the public.

6. Inspection. Grantee and its duly authorized agents, employees and representatives shall have the right to enter the Protected Property upon reasonable notice to Grantor, at such times during normal business hours and in such manner as will not unreasonably interfere with Grantor's use of the Protected Property in accordance with this Easement, to examine and inspect the Protected Property to ensure there are no violations, breaches or defaults of any term, provision, covenant or obligation on Grantor's part to be observed or performed under this Easement.

7. Enforcement Rights of Grantee. The Grantee has the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, the Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the Grantee taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, the Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all available remedies at law or in equity. If a violation is determined to have occurred, the Landowner shall reimburse the Grantee for all expenses including reasonable attorneys fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8. Third Party Right of Enforcement. The Grantee hereby conveys to Scenic Hudson, third party enforcement rights for this easement. Scenic Hudson agrees it shall exercise those third party enforcement rights and indicates acceptance of that responsibility by signing this easement. Scenic Hudson has the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Scenic Hudson shall notify the Grantee and the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the Landowner taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, Scenic Hudson may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all available remedies at law or in equity. If a violation is determined to have occurred, the Landowner shall reimburse Scenic Hudson for all expenses including reasonable attorneys fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto. The Grantee and Scenic Hudson will make every effort to coordinate their enforcement of this easement.

9. Grant in Perpetuity.

(a) The provisions of this Easement shall run with and be a burden upon the Protected Property in perpetuity and shall be binding on Grantor and Grantee and their respective successors and assigns, and any party entitled to possession or use of the Protected Property while such party is entitled to such possession or use. Any successor or assign of Grantee shall be a qualified organization within the meaning of Article 49 and shall expressly assume the obligation to carry out the conservation purpose for which this Easement is granted and the other obligations of Grantee hereunder.

(b) If Grantee or any successor or assign ceases or fails (i) to enforce this Easement, (ii) to exist, or (iii) to be a

Qualified Organization, and upon the occurrence of such event, fails to assign all its rights and interest in the Protected Property, and delegate all its responsibilities under this Easement to a Qualified Organization, then the rights and interest of Grantee under this Easement shall be vested in another Qualified Organization in accordance with a cypres proceeding of a court of competent jurisdiction.

10. Amendment. This Easement can be modified only in accordance with the common and statutory law of the State of New York applicable to the modification of easements or covenants running with the land. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Easement including requirements imposed on Grantor pursuant to licensing procedures or any authorized governmental licensing or permitting agency. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Easement which are not inconsistent with the purpose of the Easement provided, however, that the parties shall have no right or power to agree to any amendments hereto that would result in this Easement failing to qualify as a valid conservation easement under Article 49, any regulation issued pursuant thereto, and provided further that Grantee shall agree to the modification of this Easement to conform to such licensing procedures or any other authorized governmental licensing or permitting agency.

11. Notice. All notices required by this instrument must be in writing, and must be personally delivered or deposited in a mail receptacle maintained by the United States Postal Service. A mailed notice must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Notices to Grantor and Grantee shall be addressed to their respective addresses as set forth above, or to such other addresses as they may designate by notice given in accordance with this Paragraph and to either of their attorneys as they may from time to time designate by notice given in accordance with this Paragraph. Notice shall be deemed given and received as of the date of its personal delivery or the date of its mailing in accordance with this Paragraph.

12. Cooperation Agreement. Grantor and Grantee agree to cooperate to comply with the provisions of Article 49, and the Regulations promulgated pursuant thereto, so that this Easement will qualify, as a perpetual conservation restriction, thereunder.

13. Indemnification. Grantor agrees that neither Grantee, the County nor Scenic Hudson have any affirmative obligation relating to maintenance of the Property. Grantor further agrees that neither Grantee, the County nor Scenic Hudson have any responsibility relating to costs, claims or liability arising from personal injury, accidents, negligence, or damage to Property resulting from public or private use of the Property allowed by, arising out of, or resulting from this Easement. Grantor shall indemnify, hold harmless, defend and reimburse the Grantee, the County and Scenic Hudson from and against any and all claims, actions, suits, damages, liabilities, penalties, costs or expenses, including reasonable attorneys' fees, of any kind or nature whatsoever on account of injuries to or death of any person or damage to any property arising out of Grantee's ownership of this Conservation Easement, and out of the third party enforcement right held by Scenic Hudson, or the County's interests in this Conservation Easement. No party will be indemnified for any negligent acts it commits.

14. Grantor's Title. Grantor represents and warrants to Grantee (a) that Grantor is seized of the Protected Property in fee simple, and (b) that Grantor possesses full corporate right and authority to grant and convey this Easement pursuant to this instrument.

15. Grantee's Representations. Grantee represents and warrants that Grantee is a Qualified Organization.

16. Further Conveyance By Grantor.

(a) The Grantor shall not sell, lease, exchange, or donate the project to any entity other than a State agency, local government or other qualifying tax-exempt not-for-profit corporation which will operate and maintain the project for passive, recreation or conservation purposes.

(b) (Municipalities) The Grantor Municipality shall not sell, dispose or use the facilities acquired hereunder for other than public park purposes without the prior written approval of the Commissioner, and the express authority of an act of the Legislature as provided in 9NYCRR 441.5.

(c) (Municipalities) The Grantor Municipality shall not restrict the use of or access to this project by

non-residents of the municipality or impose a fee for such use without prior written approval of the Commissioner of Parks, Recreation and Historic Preservation.

17. Miscellaneous.

(a) This Easement shall be binding on the parties and their respective successors and assigns. The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean and include their respective successors and assigns.

(b) If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

(c) In enforcing its rights hereunder with respect to a breach, default or violation of this Easement, Grantee shall take into account the reasonableness of requiring Grantor to cure the same and the time required to restore the Protected Property under the relevant circumstances, including but not limited to the season of the year and the accessibility of the protected Property to Grantor.

(d) All captions set forth herein are for convenience of reference only, and shall in no event be construed to limit, enlarge or modify any substantive provision of this Easement.

(e) References herein to specific actions required or permitted to be undertaken by OPRHP and DEC hereunder shall in no way be deemed to waive or limit the regulatory authority or jurisdiction which OPRHP or DEC otherwise have or shall have (independently of the provisions of this Easement).

18. Baseline Data. In order to establish the present uses and condition of the Protected Property so as to be able to properly monitor its future uses and condition and assure compliance with the terms hereof, Grantor will make available to Grantee and Scenic Hudson existing documentation in its possession of the natural condition of the Protected Property and Grantee has caused to be prepared such additional documentation deemed appropriate by Grantee, including a survey of the Protected Property showing its relationship to adjacent features and properties, and on-site photographs. The aforementioned documentation shall constitute an inventory of the Protected Property's relevant features and conditions (the "Baseline Data") and shall be completed within six months of the recording of this Conservation Easement. The Baseline Data shall be kept on file at Grantee's and Scenic Hudson's offices and shall be accessible to Grantor upon reasonable notice during normal business hours. The parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of the present uses or condition of the Protected Property, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy. To the extent Grantor and Grantee have initialed the Baseline Data, such Baseline Data shall be presumed to be a correct depiction of the Protected Property as of the date hereof.

19. Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible the fulfillment of the conservation purposes of this Conservation Easement, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Landowner, Scenic Hudson and the County shall be entitled to that portion of the proceeds from that transaction equal to the proportionate value of their contribution to the purchase price of the Property by the Landowner in 2003, as provided immediately below. For such purpose, the Landowner and the Grantee agree that the conveyance of this conservation easement to the Grantee gives rise to a property right immediately vested in the County and Scenic Hudson, with a fair market value that is as provided herein. The Landowner has purchased the Property with funding from three sources: the Grantee, Dutchess County, and Scenic Hudson. The Grantee has provided 40% of the purchase price, the County has provided 32%, and Scenic Hudson has provided 28%. The County's share has been provided through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and the Grantee's share is being provided by the New York State Office of Parks, Recreation and Historic Preservation, through a grant from the New York State Environmental Protection Fund. These percentages are exclusive of miscellaneous related acquisition expenses. The purchase price paid by the Landowner for the Property in 2003 was \$800,000. This provision is made with respect to the County in consideration of the County's grant award herein and with respect to Scenic Hudson, in consideration of its funding. Provided further however, in the event of extinguishment of the conservation easement and legislative approval for the

sale of the Property, Scenic Hudson, the County and the Town shall meet promptly thereafter to consult and cooperate to identify and acquire a substitute parcel(s) located within the Town of Poughkeepsie including that part of the Town of Poughkeepsie located within the Village of Wappingers Falls. Pending said agreement, the funds from the sale of the Property shall be placed into the Recreation Trust Fund of the Town of Poughkeepsie for acquisition of the substitute parcel(s), which shall be subject to the same open space, and conservation purposes as provided for in this Easement. All of the funds received by the parties as a result of the extinguishment and resale of the property shall be devoted to such acquisition(s). The parcel(s) shall be dedicated as parkland by the Town and maintained by the Town thereafter, subject to a successor conservation easement(s) with equally restrictive terms and conditions as contained herein including this extinguishment provision.

20. Dutchess County. Any references herein to the County are to Dutchess County, a municipal corporation of the State of New York with offices presently at 22 Market Street, Poughkeepsie, NY 12601. Any notice necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors.

21. Scenic Hudson. Any references herein to the Scenic Hudson are to The Scenic Hudson Land Trust, Inc., a New York not for profit corporation with offices presently at One Civic Center Plaza, Poughkeepsie, NY 12601. Any notice necessary or convenient hereunder shall be directed in writing to its Assistant Secretary and Executive Director or their successors.