

## *Town of Olive Planning Board Transmittal*

Submission date: November 16, 2021

Client Name: Ashokan Foundation, Inc

Our file # 7759

X Lot Line Adjustment Application

X Letter of Intent

X Short Form EAF

X Copy of Subject deeds

Deed to Ashokan Foundation, Inc

Deed to New York City

Conservation Easement to Open Space Institute

Conservation Easement to Rondout-Esopus Land Conservancy

Rondout-Esopus L.C. resolution of support for this action

X Stamped & Addressed adjoiner envelopes, 2 Sets attached

X 7 Sketch maps 11" X 17"

X 4 Sketch maps full size

X 1 pdf map set forwarded via email

X 1 pdf copy of complete Application Package forwarded by email

No Check enclosed; the fees to be calculated by the Planning Board

C:\PROJECTS\7759\DOCUMENTS\11-15-21 PR Transmittal.docx

A NY State Certified Women's Business Enterprise, a US Disadvantaged Business Enterprise  
and a NY City Certified Women's Business Enterprise

Member:

National Society of Professional Surveyors -New York State Association of Professional Land Surveyors

American Planning Association-New York Planning Federation

NYS GIS Association

**TOWN OF OLIVE PLANNING BOARD  
APPLICATION FOR SUBDIVISION**

P.O. Box 1427  
Olivebridge, N.Y. 12461

Date April 25, 2008

Name of Owner The Ashokan Foundation, Inc.

Name of Representative Jay Unger, CEO

Address 477 Beaverkill Road  
Olivebridge NY 12461

Address 477 Beaverkill Road,  
Olivebridge, NY 12461

Phone 845-657-8333

Phone 845-657-833

Name of Surveyor Brooks & Brooks, P.C.

Address: 11 Main Street, Highland, NY 12528

Phone: 845-691-7339

Subdivision Name Turnwood Bridge Boundary Line Adjustment

Property lies in RC10. RR3. RE1. BV1/2. BH1/2.

Location (Road) 477 Beaverkill Road & NYS Route 28A

Any part in flood hazard area? No  Yes

Olive Tax Map # 54.1 Block 2 Lot 32.100, 32.200 & 32.300

Total Area of Property in Acres 359.91 Total Lots 3

A list of names and addresses of abutting land owners is required with the maps. **2 sets of Adjoiner envelopes are attached**

Sketch Plan 3 Maps Required  
Preliminary Plan 4 Maps Required  
Final Plan 7 Maps Required & Linen

OWNER(S) \_\_\_\_\_  
Signature(s)

DATE APPROVED

DATE

Approved by

DATE

Sketch Plan \_\_\_\_\_

Public Hearing Notice  
in Paper \_\_\_\_\_

County Health \_\_\_\_\_

Preliminary Plan \_\_\_\_\_

Public Hearing \_\_\_\_\_

NYC EPA \_\_\_\_\_

Final Plan \_\_\_\_\_

Other Approved \_\_\_\_\_

Town Highway Dept. \_\_\_\_\_

No. of Lots

Amount per Lot

\_\_\_\_\_ X Application Fee \_\_\_\_\_ = \_\_\_\_\_

\_\_\_\_\_ X Recreation Trust Fund \_\_\_\_\_ = \_\_\_\_\_

Date Fees Sent to Town Supervisor: \_\_\_\_\_

TO: Town of Olive Planning Board

RE: Boundary Line Adjustment  
Ashokan Foundation, Inc. with NYC DEP

DATE: November 12, 2021

### LETTER OF INTENT

This application involves a boundary line adjustment of 1.32 acres on which the historic Turnwood covered bridge is located. New York City now owns the bridge and appurtenant 50' wide right of way which connects Lot 1A and Lot 1B. New York City is proposing to convey the fee ownership of the covered bridge and fee ownership of a portion of the 50 wide right of way.

The existing acreages and resulting acreages are:

New York City SBL 54.1-2-32.2 now 219.25 acres being decreased to 217.93 acres

Ashokan Foundation, Inc. SBL 54.1-2-32.100 (Lot 1A) and SBL 54.1-2-32.200 (Lot 1B) now 141.10 acres being increased to 142.42 acres.

## Short Environmental Assessment Form Part 1 - Project Information

### Instructions for Completing

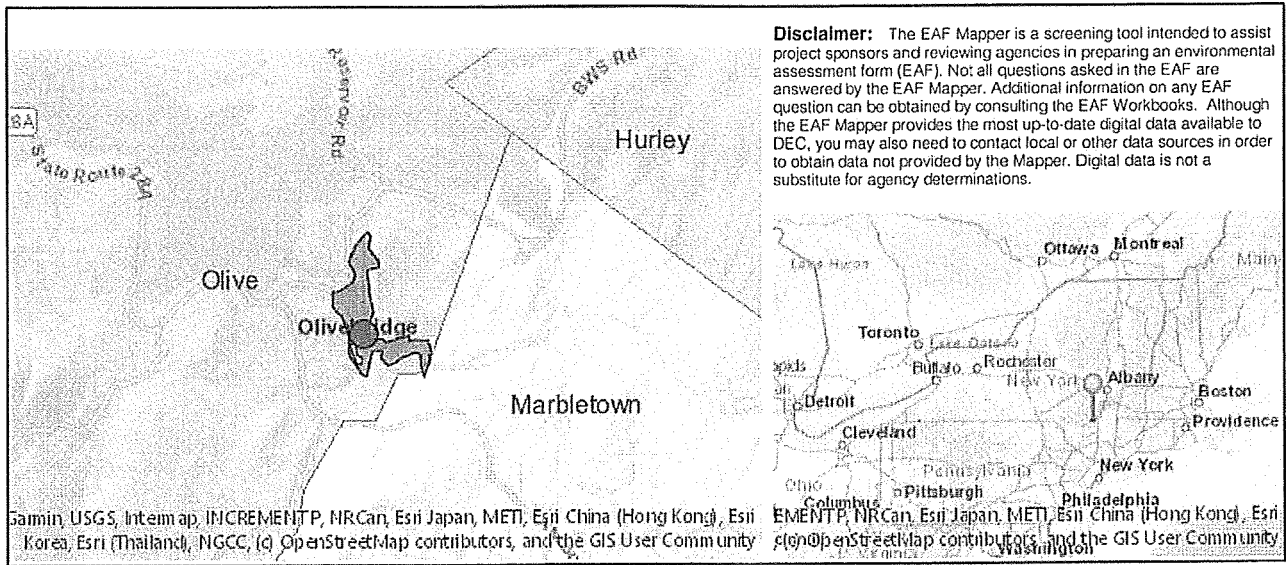
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

<b>Part 1 – Project and Sponsor Information</b>			
<b>Name of Action or Project:</b> Conveyance of Turnwood Covered Bridge and covered bridge property			
<b>Project Location (describe, and attach a location map):</b> 477 Beaverkill Road, Olivebridge, NY			
<b>Brief Description of Proposed Action:</b> The DEP currently owns the covered bridge and associated property. The Covered Bridge was constructed in 1885 and moved to its present location in 1938 and is listed in the New York State and National Registers of Historic Places (National Register Reference # 822); and the Covered Bridge is located within bounds of the Ashokan Field Campus Historic District, a historic district also listed in both the New York State and National Registers of Historic Places (National Register Reference #: 100003622). The DEP has agreed to transfer ownership of the covered bridge and associated property to the Ashokan Foundation.			
<b>Name of Applicant or Sponsor:</b> The Ashokan Foundation, Inc.		<b>Telephone:</b> 845-657-8333	
		<b>E-Mail:</b> foundation@ashokancenter.org	
<b>Address:</b> 477 Beaverkill Road			
<b>City/PO:</b> Olivebridge		<b>State:</b> New York	<b>Zip Code:</b> 12461
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		1.32 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		360.35 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): Outdoor/Environmental Education/Music			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Potable water is available at locations away from the covered bridge	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Toilet and wash facilities are located at locations away from the covered bridge	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?  b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Bald Eagle	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,  a. Will storm water discharges flow to adjacent properties?  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:  _____  _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: The Ashokan Foundation <span style="float: right;">Date: 11/15/2021</span>		
Signature: <i>[Signature]</i> <span style="float: right;">Title: Managing Director</span>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Bald Eagle
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

Ashokan Foundation Inc.  
Adjoiner, Our file #7759. LLR

Parcel	Owner	Secondary_Owner	Mailing_Address	Mailing_City	Mailing_Zip
54.1-2-32.200	City of New York - DEP	Taxes Bureau of Water Supply	71 Smith Ave	Kingston NY	12401
54.1-2-32.100	Ashokan Foundation Inc		P.O. Box 49	Saugerties NY	12477
46.3-2-24	Peter C Grandia	Helen U Grandia	3374 Route 28	Shokan NY	12481
46.3-2-27	Brian Hehir	Maria Moratis	234 W 21st St Apt 74	New York NY	10011
46.3-2-21.120	Joseph Diacovo	Thomas Diacovo	20 Lynette Blvd	Kingston NY	12401
46.3-2-23	Herb Ray	Nadherny Anne Ray	27 Washington Sq N Apt 6B	New York NY	10011
46.3-2-21.110	Richard H Longenberger	Patricia A Longenberger	16 Duncan St	Beacon NY	12508
46.3-2-21.200	Angela Longway		455 Beaverkill Rd	Olivebridge NY	12461
46.3-2-30	ROBERT J. BIELECKI Trustee		523 BEAVERKILL ROAD	OLIVEBRIDGE NY	12461
46.3-2-29	Timothy D. Neu	Lillian A. Neu	511 Beaverkill Road	Olivebridge NY	12461
46.3-2-28	Matthew Coogan	Christa Bianchi	495 Beaverkill Rd	Olivebridge NY	12461
46.3-2-10.200	Judith Chaifetz		10 Downing St Apt 5S	New York NY	10014
46.3-2-22	Margaret Soltis	Joseph Soltis	471 Beaverkill Rd	Olivebridge NY	12461
54.1-2-34.200	Ruth Rosenzweig		363 Beaverkill Rd 15R	Olivebridge NY	12461
46.3-2-8	Olive Town Board		P.O. Box 180	West Shokan	12494
46.3-2-7	Deanna Scarpa	Salvatore Scarpa	68 Park Ave	Randolph NJ	7869
54.1-2-36	City of New York - DEP	Taxes Bureau of Water Supply	71 Smith Ave	Kingston NY	12401
46.3-2-1.110	Alan Schultz		650 Beaverkill Rd	Olivebridge NY	12461
46.3-2-1.200	Khurram Farooq		630 Beaverkill Road	Olivebridge NY	12461
54.1-2-31	Edward M Suarez Jr	Linda Suarez	76 Tillotson Road	Fanwood NJ	7023
46.3-2-4	Peter Griffin	Darlene Griffin	608 Beaverkill Rd	Olivebridge NY	12461
46.3-2-6	Mitch E Ortlieb		600 Beaverkill Rd	Olivebridge NY	12461
54.1-2-32.300	Ashokan Foundation Inc		P.O. Box 49	Saugerties NY	12477
46.3-2-2.100	Stephen J Perfit	Colette Perfit	618 Beaverkill Rd	Olivebridge NY	12461
46.3-2-5	Jennifer Bendelius		2732 Lucas Ave	Accord NY	12404
46.3-2-1.120	Khurram Farooq		630 Beaverkill Road	Olivebridge NY	12461
54.2-1-26	City of New York - DEP	Taxes Bureau of Water Supply	71 Smith Ave	Kingston NY	12401
54.2-1-1.100	Ruth Rosenzweig	Elene & Umberto Schoeps	363 Beaverkill Rd	Olivebridge NY	12461
54.1-2-25	City of New York - DEP	Taxes Bureau of Water Supply	71 Smith Ave	Kingston NY	12401
45.2-1-1	City of New York - DEP	Taxes Bureau of Water Supply	71 Smith Ave	Kingston NY	12401



Rondout-Esopus Land Conservancy, Inc.  
Resolution of Review and Support

Whereas the Rondout-Esopus Land Conservancy, Inc. is a New York Not-For-Profit corporation created in August 1987, holding a conservation easement on lands now in title to the Ashokan Foundation Inc. and the New York City Department of Environmental Protection (NYC DEP) over lands locally known as “the Gorge” on the Esopus Creek; and

Whereas, the above-referenced conservation easement was granted by College Auxiliary Services New Paltz, Inc. to the Rondout-Esopus Land Conservancy, Inc. on May 30, 1996 and filed in the office of the Ulster County Clerk on July 22, 1996 as Instrument #1996-2604262 in Book 2604 of Deeds at Page 262 and following; and

Whereas, on September 30, 2009, a Conservation Easement was granted by Ashokan Foundation Inc. to the Open Space Conservancy, Inc. and filed in the Office of the Ulster County Clerk on December 17, 2009 in Book D, Volume 6 V-4863 of Deeds, Page 1; and

Whereas, a 2009 subdivision of lands of the Campus Auxiliary Services New Paltz, Inc., previously in title to the Open Space Conservancy, Inc., allowed for divided ownership of said lands between the Ashokan Foundation Inc. and the NYC DEP immediately proximate to the Esopus Creek or burdened by the Conservation Easement of the Rondout-Esopus Land Conservancy, Inc.; and

Whereas, on September 26, 2016, a Conservation Easement Assignment and Assumption Agreement (Agreement) was granted by the Open Space Institute Land Trust, Inc., formerly the Open Space Conservancy, Inc., to the Rondout-Esopus Land Conservancy, Inc. Said Agreement was filed in the Office of the Ulster County Clerk on October 19, 2016 in Book D VI-6073 of Deeds Page 178; and

Whereas, by said Agreement of 2016, all the powers and duties created by the Conservation Easement granted by the Ashokan Foundation Inc. in 2009 were transferred from the Open Space Conservancy, Inc. and its successor to the Rondout-Esopus Land Conservancy, Inc.; and

Whereas, a lot line adjustment has been proposed between the NYC DEP and the Ashokan Foundation Inc. to allow for better care and protection of the

1885 Turnwood Covered Bridge, a structure on New York State and federal registers of historic places, and access road to said bridge which crosses the Esopus Creek over a portion of land on which the 1996 Rondout-Esopus Land Conservancy holds a Conservation Easement; and

Whereas, the proposed lot line adjustment is described on a map entitled Ashokan Center Covered Bridge Lot Line Adjustment, appended to this Resolution as Exhibit A. The proposed terms of the agreement between NYC DEP and Ashokan Foundation, Inc. in support of the Lot Line Adjustment, denominated Amendment No. 3 to Agreement for Sale between the City of New York and Ashokan Foundation, Inc., is appended to this resolution as Exhibit B; and

Whereas, Subdivision 2.1 of the 2009 Conservation Easement states that

“2.1 Subdivision. The Premises may not be subdivided and shall remain under the same ownership. All the Premises may be merged with an adjoining lot by conveyance to the owner of the adjoining lot, and any such merger with such adjoining lot shall not be deemed to create a separate parcel or Lot under this Section 2.1”; and

Whereas, Subdivision 2.3 and Subdivisions 2.3(A) and 2.3 (B) of the 2009 Conservation Easement state that

“2.3 Structures. Existing structures may be repaired, remodeled, altered, reconstructed and maintained. No new permanent or temporary structure may be erected except the following:

2.3(A) structures erected or maintained for the Non Profit Use of the Grantor. . . , and

2.3(B) driveways, parking areas and trails that are reasonably necessary for access to and reasonable use and enjoyment of the permitted structures on the Premises, and any permanent or temporary structures necessary for driveways, parking spaces, or trails, such as bridges, culverts and railings;” and

Whereas, Subdivision 3.1 of the 1996 Conservation Easement states that

“3.1 Subdivision is prohibited. Subdivision is defined as the division of the Preserve Area into additional lots, blocks or sites, for any purpose;” and

Whereas Subdivision 3.3 and Subdivision 3.3.1(A) of the 1996 Conservation Easement state that

“3.3 Structures. No building or other improvements, regardless of their purpose or use, shall be permitted upon the Preserve Area except as specifically provided below.

“3.3.1. *Permitted Structures*.

(A) Covered Bridge. Grantor may maintain, renovate, replace, or reconstruct the covered bridge identified in Exhibit A in accordance with applicable law and the purposes of this Easement.”

Whereas Subdivision 3.12 of the 1996 Conservation Easement states that

“3.12 Roads, Trails and Drainage. Grantor may locate and maintain foot trails, unpaved primitive woods roads and drainage ways within the Preserve Area, provided that Grantor locates and maintains them in a manner which is compatible with this Easement and their location and use do not create erosion or other negative impacts to the natural features of the Preserve Area. Grantor shall not construct roads or other rights of way that traverse the Preserve Area to gain access to neighboring lands not protected by this Easement except by the consent of the Grantee.”

Whereas, Subdivision 4.2 of the 1996 Conservation Easement states that

“4.2 Amendment. This Easement may be amended only by recorded instrument signed by the owner(s) of the Preserve Area and the Grantee. Any such amendment shall be consistent with the purposes of this Easement and shall comply with Article 49 Title 3 of the Conservation Law (now the Environmental Conservation Law), Section 170(h) of the Internal revenue (sic) Code, and any regulations promulgated thereto; and

Whereas, Subdivision 4.3 of the 1996 Conservation Easement states that  
“4.3 Waiver. The Grantee may on a case-by-case basis waive any provisions of this Easement that it deems to be nonessential to fulfilling the Easement’s conservation purposes. Such waivers may not be granted with respect to the construction of structures not specifically permitted by Section 3.3.1 of this Easement, or the subdivision of the Preserve Area. Any waiver must be supported by a written finding in the minutes of the Grantee at which it was approved. Such finding shall support the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the purposes of this Easement.”

Whereas, Subdivision 4.2 of the 2009 Conservation Easement states the following:

“4.2 Amendment. This Conservation Easement may be amended only with the written consent of Grantee and the then owner of the Premises. Any such amendment shall be consistent with the basic purpose of this Conservation Easement and shall comply with Article 49, Title 3 of the Conservation Law (now the Environmental Conservation Law).”

NOW THEREFORE, be it resolved by an affirmative vote of a majority of a quorum of the Board of Directors of the Rondout-Esopus Land Conservancy, Inc. at a special meeting of the Board of Directors of said corporation on the 2<sup>nd</sup> day of April 2021, held by Zoom conference as permitted by NYS Department of Law regulations for not-for-profit organizations a Resolution of Review and Support of AMENDMENT NO. 3 TO AGREEMENT OF SALE BETWEEN THE CITY OF NEW YORK AND THE ASHOKAN FOUNDATION INC. (assignee of the Open Space Conservancy, Inc.) attached hereto and incorporated by reference.

In performance of the duties of the Rondout-Esopus Land Conservancy, Inc. undertaken by that entity pursuant to the provisions of the above-referenced Conservation Easements and Conservation Easement Assignment, the Board of Directors of the Rondout-Esopus Land Conservancy, Inc. finds:

1. We have reviewed the terms of Amendment No. 3 and the Map supporting that Amendment. We determine Amendment No. 3 does not violate the terms of the Conservation Easement granted to the Rondout-Esopus Land Conservancy, Inc. by the Ashokan Field Campus New Paltz in 1996.
2. We have reviewed Amendment No. 3 and the Map and determine that Amendment No. 3 does not violate the terms of the 2009 Conservation Easement granted by the Ashokan Foundation Inc. to the Open Space Conservancy, Inc., to which we are the successor Grantee.
3. We have reviewed Amendment No. 3 and the Map accompanying it and determine that Amendment No. 3 does not violate the terms of the 1996 Conservation Easement granted by the College Auxiliary Services New Paltz, Inc. to the Rondout-Esopus Land Conservancy, Inc.
4. We find the purpose of the lot line adjustment is to transfer responsibility for the protection and maintenance of the Turnbull Covered Bridge and its access from NYC DEP to Ashokan Foundation Inc. It is the finding of the Board of Directors of the Rondout-Esopus Land Conservation, Inc. that this purpose is permitted by the 1996 and 2009 Conservation Easements.
5. We find that pursuant to Section 3.3.1(a) of the 1996 Conservation Easement, the Turnbull Covered Bridge is a permitted structure in the Easement Area. We further find that pursuant to that section of the 1996 Conservation Easement, the proposed lot line adjustment will support and facilitate the maintenance of the Turnbull Covered Bridge by Ashokan Foundation Inc.
6. We find that pursuant to Sections 2.3, 2.3(A) and 2.3(B) of the 2009 Conservation Easement, the Turnbull Covered Bridge and its access is permitted by the terms of the 2009 Conservation Easement.
6. We find the proposed lot line adjustment is not a subdivision pursuant to Section 3.1 of the 1996 Conservation Easement.
7. We find that the proposed lot line adjustment is not a subdivision pursuant to Section 2.1 of the 2009 Conservation Easement.
8. We therefore recommend signature of Amendment No. 3 by the appropriate officials on behalf of the Ashokan Foundation Inc. and NYC DEP, and we endorse the lot line adjustment as proposed.

AMENDMENT NO. 3  
TO  
AGREEMENT OF SALE BETWEEN THE  
CITY OF NEW YORK AND THE  
ASHOKAN FOUNDATION INC. (assignee of the Open Space Conservancy, Inc.)

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THIS AMENDMENT NO. 3 (“Amendment No. 3”), made as of the date of the last signature below, amends the 2008 Agreement of Sale (“Agreement”) between the CITY OF NEW YORK (“City”), a municipal corporation of the State of New York, having an office and principal place of business at City Hall, New York, New York acting by and through its DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”) having its principal offices at 59-17 Junction Boulevard, Flushing, New York 11373, and the Ashokan Foundation, Inc., assignee of the Open Space Conservancy, Inc. (“OSC”) (“AFI” and, together with the City, the “Parties”), a not for profit corporation organized and existing under the laws of the State of New York, and having its principal offices at 477 Beaverkill Road, Olivebridge, New York 12461.

WITNESSETH

**WHEREAS**, the City owns and DEP operates a water supply system that provides high quality drinking water to over nine million people in the State of New York; and

**WHEREAS**, in order to make releases of water from City’s Ashokan Reservoir to the Lower Esopus Creek (the “City Releases”) through a release channel (the “Ashokan Release Channel”), the City purchased certain parcels of real property (the “Premises”) from the Open Space Conservancy, Inc. (“OSC”) pursuant to the Agreement, which contained certain provisions that survived the closing of the sale of the Premises (“Closing”); and

**WHEREAS**, the Premises included a covered bridge (“Covered Bridge”) and other fixtures and improvements that the City did not need at the time of purchase; does not need now, and does not foresee needing to use in the future; and

**WHEREAS**, the Covered Bridge was constructed in 1885 and moved to its present location in 1938 and is listed in the New York State and National Registers of Historic Places (National Register Reference # 822); and

**WHEREAS**, the Covered Bridge is located within bounds of the Ashokan Field Campus Historic District, a historic district also listed in both the New York State and National Registers of Historic Places (National Register Reference #: 100003622); and

**WHEREAS**, immediately after the Closing, OSC assigned to AFI all of its surviving rights and obligations under the Agreement and transferred certain property interests to AFI, including a right of way over the City Property to access a parcel adjacent to the City Property (the “AFI Property”), which AFI uses to conduct its not for profit environmental, recreational, cultural, educational, and other activities.

WHEREAS, Subsection 19.1.2 of the Agreement provided that the City would maintain, repair, and restore a "Covered Bridge" that AFI uses to access the AFI Property; and

WHEREAS, many of the other fixtures and improvements on the Premises have been demolished, but not the Covered Bridge, due to its historic status and the access rights of AFI; and

WHEREAS, pursuant to a February 16, 2017 amendment to the Agreement ("Amendment No. 2"), subsection 19.1.2 of the Agreement was revised to provide that, in exchange for funds from the City ("City Funds"), AFI would be responsible for complying with any requirements associated with the listing of the Covered Bridge on the State and National Registers of Historic Places and for maintaining, repairing, and restoring the Covered Bridge, except to the extent the repairs are necessitated by damage caused by City Releases in excess of 1,065 million gallons per day; and

WHEREAS, Section 2 of Amendment No. 2 provides that AFI must use the City Funds for the purpose of maintaining, repairing, and restoring the Covered Bridge and must produce documentation thereof upon DEP's request; and

WHEREAS, the City desires to rid itself of the burden of owning the Covered Bridge, a historic structure that it does not use, and the land that it is constructed on, as described more particularly in the attached Exhibit A (the "Covered Bridge Property"), provided that it retains an inundation easement over such lands, and AFI is willing to take over ownership of the Covered Bridge and the Covered Bridge Property and relieve the City of its remaining repair obligations, provided that the City relieves it of certain requirements set forth in Amendment No. 2 pertaining to the use of the City Funds.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to amend the Agreement as follows:

1. **Conveyance of Covered Bridge and Covered Bridge Property**

Provided that all necessary governmental reviews and approvals, including State Environmental Quality Review Act and City Environmental Quality Review (SEQRA/CEQR) review and Town of Olive Planning Board, New York City Water Board ("Water Board"), and the State Historic Preservation Office ("SHPO") approval have been completed and/or obtained, the City shall convey the Covered Bridge and the Covered Bridge Property, subject to the reservation of inundation rights, a right of way, and rights of reverter as more particularly set forth in the deed attached hereto as Exhibit B (the "Deed") to AFI by executing and delivering the Deed to AFI which Deed shall be recorded by AFI ("Conveyance").

AFI shall be responsible for obtaining Town of Olive Planning Board/SHPO approval, including the preparation of all required maps.

2. **Maintenance, Repair, and Restoration of the Covered Bridge**

Upon completion of the Conveyance:

- a. AFI shall no longer be required to use the City Funds solely for the purpose of maintaining, repairing, and restoring the Covered Bridge, as set forth in Section 2 of Amendment No. 2, nor shall it be required to provide documentation of such costs, as set forth in Section 2 of Amendment No. 2.
- b. The City shall no longer be responsible for repairs to the Covered Bridge necessitated by damage caused by City Releases in excess of 1,065 million gallons per day as set forth in Section 4 of Amendment No. 2. AFI will be responsible for these repairs, and shall continue to be responsible for all other maintenance, repair, and restoration of the Covered Bridge and bridge abutments in accordance with all applicable engineering safety standards required by law, including compliance with any requirements of the National Historic Preservation Act, New York State Preservation Act, and related regulations.
- c. AFI shall assume responsibility for all maintenance and repair associated with the Covered Bridge Property and any structures on the Covered Bridge Property, including maintenance and repair of the causeway approaches on either side of the Covered Bridge and the gravel road and culverts that lead to the Covered Bridge.

3. **Removal of Covered Bridge**

As set forth in Section 19.1.2, as amended by Amendment No. 2, the City has the right to have the Covered Bridge removed if the City's operation of the Ashokan Release Channel renders it unsafe for the Covered Bridge to remain in its present location. Notwithstanding the Conveyance, the City shall continue to have the right to have the Covered Bridge removed in such circumstances in accordance with the process described in the fifth through eighth sentences of Section 19.1.2, as amended by Amendment No. 2 except that the City shall only be responsible for dismantling the Covered Bridge or constructing a new bridge if the unsafe condition is a result of City activity. If, in accordance with the foregoing, a new bridge is constructed in a new location, AFI shall own or continue to own and be responsible for maintenance of such bridge. The City's right to have the Covered Bridge removed does not in any way absolve AFI of its responsibility for maintaining the safety of the Covered Bridge.

4. **Indemnification & Insurance**

AFI shall continue to indemnify the City as set forth in Section 3 of Amendment No. 2 and maintain the insurance described in Sections 5-10 of Amendment No. 2. In addition to the foregoing, AFI shall defend, indemnify, and hold harmless the City and the Water Board, and their respective officials, employees, and invitees to the City Property, specifically from and against all claims, causes of actions, judgements or consequences of any nature arising out of or relating to the Conveyance, this Amendment No. 3, or any new bridge constructed Covered Bridge Property.



5. Counterparts & Facsimile Signatures

This Amendment No. 3 may be executed in one or more counterpart(s), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

ASHOKAN FOUNDATION INC.

By: \_\_\_\_\_  
Jay Ungar, President

Date: \_\_\_\_\_

THE CITY OF NEW YORK, acting by and through  
the New York City Department of Environmental Protection

By: \_\_\_\_\_  
Joseph Murin  
Chief Financial Officer

Date: \_\_\_\_\_

Approved as to form and  
Certified as to Legal Authority:

\_\_\_\_\_  
Acting Corporation Counsel of the  
City of New York

Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF NEW YORK

ss:

COUNTY OF ULSTER

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally came JAY UNGAR, to me known, being by me duly sworn did depose and say that he is the President of the Ashokan Foundation, Inc., the individual described herein and who executed the foregoing instrument, and that he signed his name thereto as authorized by said corporation, which resolution is appended.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK

ss:

COUNTY OF QUEENS

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 201 , before me, the undersigned, a Notary Public in and for said State, personally came XXXXXX, to me known, being by me duly sworn did depose and say that he is the \_\_\_\_\_ of the Department of Environmental Protection of the City of New York, the individual described herein and who executed the foregoing instrument, and that she signed her name thereto as authorized by said municipal corporation.

\_\_\_\_\_  
Notary Public

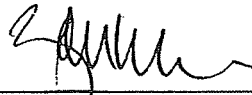
**Exhibit A**

**Drawing & Meets & Bounds Description of Covered Bridge Property**

By this Resolution we the Board of Directors of the Rondout-Esopus Land Conservancy, Inc. in unanimous action of those present and voting, bind the corporation to this transaction.

Dated: April 2, 2021

Rondout-Esopus Land Conservancy, Inc.



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By: Zali Win  
Its: Secretary/Treasurer

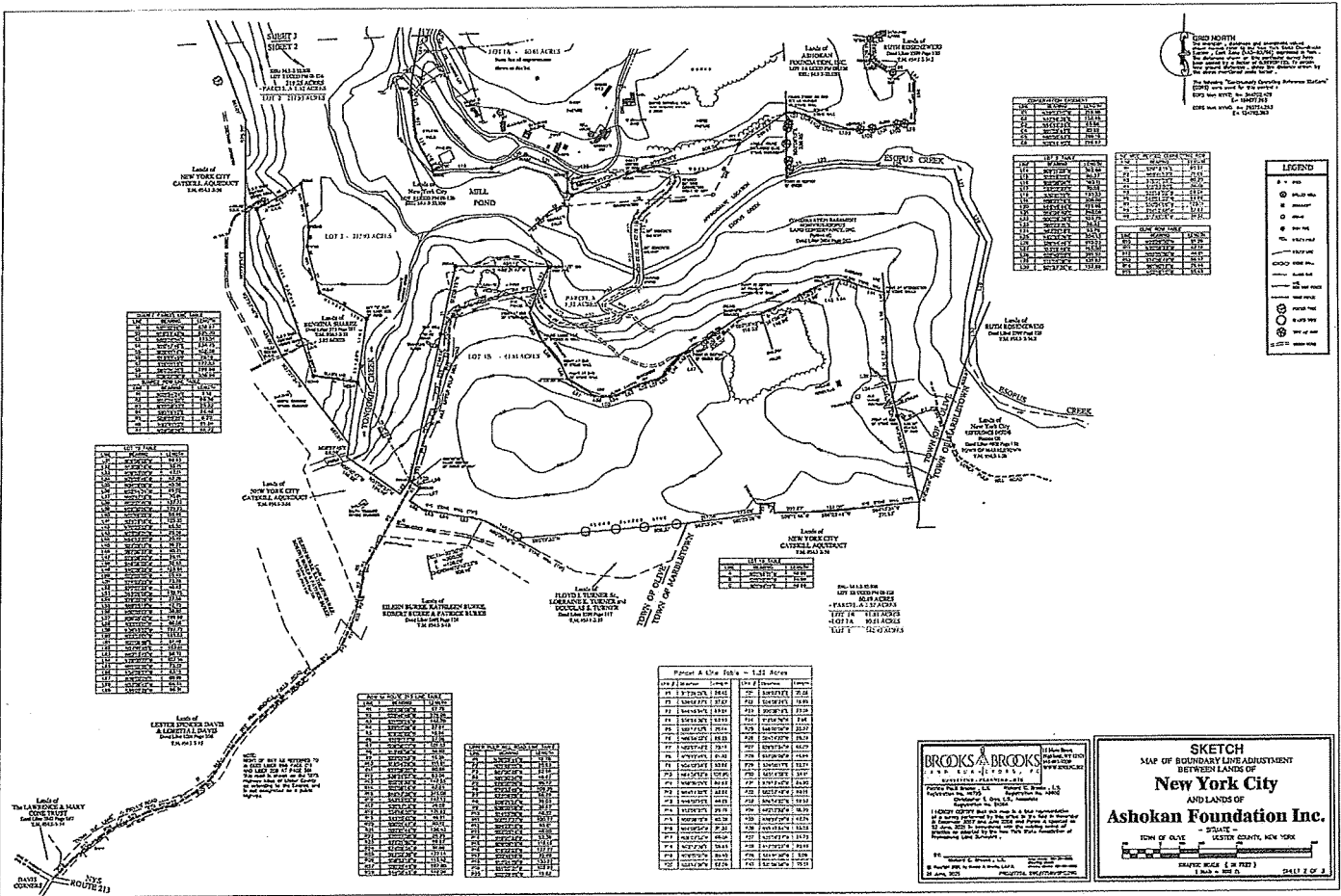


TABLE A  
 [Grid of data points]

TABLE B  
 [Grid of data points]

TABLE C  
 [Grid of data points]

TABLE D  
 [Grid of data points]

TABLE E  
 [Grid of data points]

TABLE F  
 [Grid of data points]

TABLE G  
 [Grid of data points]

LEGEND  
 [List of symbols and their meanings]

**BROOKS & BROOKS**  
 ENGINEERS, ARCHITECTS, PLANNERS  
 110 WEST 42ND STREET, NEW YORK 36, N.Y.  
 Telephone BR 3-4000

**SKETCH MAP OF BOUNDARY LINE ADJUSTMENT BETWEEN LANDS OF New York City AND LANDS OF Ashokan Foundation Inc.**  
 SHEET 1 OF 2  
 DATE: 12/15/65  
 SCALE: 1" = 100'

