EXHIE.T A

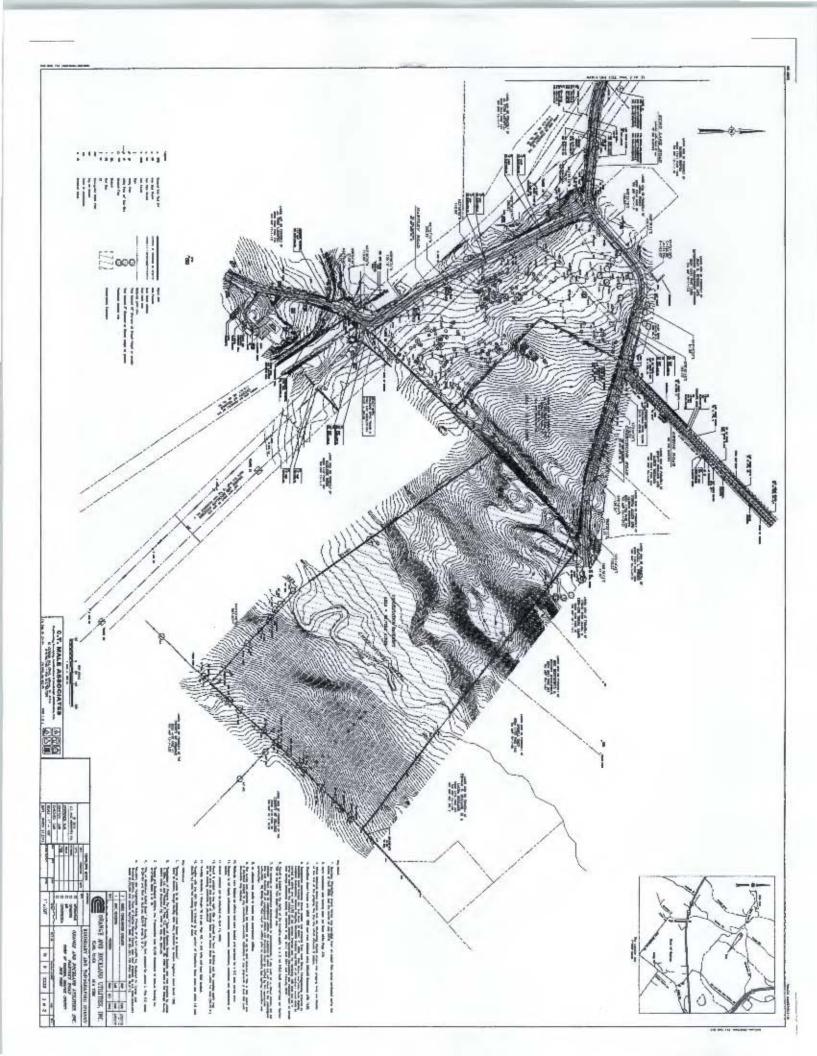


EXHIBIT B

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION OF CONSERVATION EASEMENT is made and entered
into this day of , 2013, between having its principal
mailing address at ("Grantor"), and the TOWN OF GOSHEN, a
municipal corporation, with its principal offices at 41 Webster Avenue, Goshen, New York
10924 ("Grantee").
WITNESSETH:
WHEREAS, Grantor is the sole owner in fee of certain real property in the Town of
Goshen, County of Orange, State of New York, as described in a deed dated
, from to, recorded in the Orange
County Clerk's Office on, in Liber at page, which
comprises Tax Map No. Section, Block _ Lot; and
WHEREAS, Grantor received from the Town of Goshen
Planning Board on to subdivide the premises into parcels,
all as set forth in a subdivision map entitled "," Town of
Goshen, Orange County, New York, prepared by,
dated, last revised (the "Subdivision Map"), which is to be
filed with the Orange County Clerk's Office on even date herewith; and
WHEREAS, Grantor desires to create and convey a conservation easement over certain
premises as shown and identified on the Subdivision Map for the purpose of preserving the
natural, scenic and open space values of importance to Grantee, its present and future residents.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Grantee, intending to legally bind themselves, their successors, assigns, and all other persons claiming by and through them, do hereby grant, covenant, agree and declare as follows:

- 1. <u>Grant of Easement</u>. Grantor grants and conveys to Grantee a perpetual conservation easement (the "Conservation Easement") for the Conserved Premises ("Conserved Premises") more particularly described in the Conservation Easement Description attached hereto and made a part hereof, to forever retain such Conserved Premises in its natural, scenic, forested and open space condition and to prevent any use of the Conserved Premises that will significantly impair or interfere with the conservation values of the property.
- 2. Restrictions Applicable to the Conserved Premises. Grantor agrees that neither it nor anyone acting with its authority will perform or authorize others to perform acts contrary to the following covenants, and grants to the Grantee the right, but not the obligation, to enforce said covenants against all persons. The following activities and uses within the Conserved Premises are expressly prohibited:
 - a Mining, quarrying of any type or removal of soil, sand or gravel;
 - b The storage or dumping of trash, hazardous or toxic materials or placement of underground storage tanks;
 - c Any further division, partition or subdivision, nor conveyance except in its current configuration as depicted on the Subdivision Map;

- d The removal of trees or vegetation in any manner except as provided herein, and except as required by Grantor to satisfy its obligation and or duty to provide safe and reliable electric and/or gas service;
- The erection of any structures by Grantor or Grantee, including but not limited to buildings and fences, except that the installation of underground utility facilities, including but not limited to gas, electric, and/or telecommunications lines is expressly permitted, provided all required approvals are obtained from applicable Federal, State and Town entities, and the land is restored upon completion of the installation;
- f The erection of billboards or other advertising displays, antennas or satellite dishes;
- Any use or activity that causes or is likely to cause significant soil degradation or erosion or the significant pollution of any surface or subsurface waters;
- The alteration of ponds, watercourses or wetlands, or the creation of new water impoundments or watercourses, other than for permitted agricultural uses utilizing such areas in the Conserved Premises that lie outside of any lands regulated by the Army Corps of Engineers or the New York State Department of Environmental Conservation.
- There shall be no draining, filling, dredging, damming or impounding of Waters of the United States, which include, but are not limited to ponds, watercourses and wetlands as defined in 40 CFR 230.3(s) and the Clean Water Act. There shall be no changing the grade or elevation, impairing

the flow or circulation of waters, or reducing the reach of waters; and no other discharges or activity requiring a permit under applicable water pollution control laws and regulations, except as authorized by Army Corps of Engineers Permit or by current New York State Department of Environmental Conservation permits, or any amendments thereof;

- j Building of roads or driveways;
- k Hunting, bicycling or operation of mountain or other bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, or any other types of motorized recreational vehicles;
- 1 Storage of mobile homes or trailers of any kind;
- m The placement of swimming pools or tennis courts;
- n The use of pesticides, herbicides or other chemical treatment for land, vegetation or animals unless its use is legal, necessary for agriculture and not harmful to any source of drinking water, and except as required by the laws, rules or regulations which authorize and/or require Grantor to do so; and
- Clearing of vegetation, cutting of trees or alteration of the natural habitat, terrain or soil cover of the Conserved Premises, except to remove, where otherwise permitted by law, trees which are fallen, dead, diseased or dangerous, which must be performed in conformity with sound land and forest management practices to minimize erosion and impacts on natural resources; nothing herein will prohibit Grantor from planting additional trees and maintaining the existing trees as the Grantor deems appropriate,

and except as required by the laws, rules or regulations which authorize and/or require Grantor to do so.

- 3. <u>Additional Covenants</u>. The following additional covenants will be applicable to this Conservation Easement and the Conserved Premises:
 - 3.1
 - Upkeep and Maintenance Grantor shall be solely responsible for the upkeep and maintenance of the Conserved Premises, to the extent required by law and this Conservation Easement. Grantee shall have no obligation for the upkeep or maintenance of the Conserved Premises. Grantee has no obligations whatsoever, express or implied, relating to the use, maintenance or operation of the Conserved Premises. Grantee's exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the Conserved Premises.
 - Reserved Rights. Grantor reserves to itself and its personal representatives, heirs, successor and assigns, all rights accruing from their ownership of the Conserved Premises, including the right to engage in or permit or invite others to engage in all uses of the Conserved Premises that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement, including:
 - i. Maintenance of existing plant materials using accepted landscape maintenance procedures, including maintenance pruning or removal of

plants, limbs and trees, in accordance with generally accepted forest conservation practices, to encourage more desirable growth, to control or prevent hazard, disease or fire, or to remove dead, dying or diseased plant material;

- ii. Removal of noxious plants, such as poison ivy, which endanger the health of humans; and
- iii. Engaging in, and permitting guests to engage in, passive recreational use of the Conserved Premises.
- c. Grantee shall not be responsible for injuries or death to persons or damage to Conserved Premises in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Conserved Premises.
- d. Grantee shall have no liability whatsoever to Grantor or any other owner for Grantee's acts made in good faith in connection with the administration of this Conservation Easement.
- 3.2 <u>Grantee's Discretion.</u> Enforcement of the terms of this Conservation Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such terms, or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach of Grantor shall impair such right or remedy or be construed as a waiver.

3.3 <u>Grantee's Remedies.</u> If Grantee determines that Grantor is in violation of the terms of this Conservation Easement, or that a violation has occurred or is threatened by a party not involved in this Agreement, Grantee shall give written notice to the violating party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Conserved Premises resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Conserved Premises so injured.

If the violating party fails to cure the violation within thirty (30) days after sending a notice thereof by Grantee or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period fails to begin substantial curing of such violation within the thirty (30) day period or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement; and to require the restoration of the Conserved Premises to the condition that existed prior to any such injury. Without limiting the violating party's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Conserved Premises.

Notwithstanding the foregoing, if Grantee, in its sole discretion, determines that circumstances could irreversibly diminish or impair the purpose of this Easement and require immediate action to prevent or mitigate significant damage of the conservation

values of the Conserved Premises, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation: (a) money damages, including, but not limited to liquidated damages as aforesaid for the loss of the resources and conservation values protected under the stated purpose of this Conservation Easement; and (b) restoration of the Conserved Premises to its condition existing prior to such violation at the violating party's sole cost and expense.

Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- 3.4 <u>Costs of Enforcement.</u> Any costs incurred by Grantee if successful in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor or when subsequently sold by the Grantor by the successor owners of the lots upon which the violation occurs.
- 3.5 <u>Amendment</u>. This Conservation Easement may be amended in writing by the Grantee and Grantor or Grantor's successors and/or assigns. Any such amendment will be consistent with the basic purpose of this Conservation Easement.
- 3.6 <u>Further Acts</u>. Each party will perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may reasonably be necessary to carry out the provisions of this Conservation Easement.

3.7 <u>Encumbrance by Conservation Easement.</u> The parties hereto mutually agree that the covenants contained herein will run with the land in perpetuity and forever bind the Grantor, its successors and/or assigns, and all persons claiming rights in the Conserved Premises by or through the Grantors. Any subsequent conveyance of the Conserved Premises or other transfer, lease or mortgage of the Conserved Premises, will be subject to this Conservation Easement.

4. Miscellaneous.

- 4.1 <u>Severability</u>. Invalidation of any provision of this Conservation Easement, by court judgment, order, statute or otherwise, will not affect any other provisions, which will be and remain in force and effect.
- 4.2 <u>Notice</u>. Any notice, demand, request, consent, approval or communication that either party desires or is required to give hereunder shall be in writing and delivered to the party's address stated above or such other address that a party may designate in writing.
- 4.3 <u>Inspection</u>. The Grantee and its duly authorized representatives will have the right to enter the Conserved Premises at reasonable times, in a reasonable manner and, when practicable, after giving notice, to inspect for compliance with the terms of this Conservation Easement.
- 4.4 <u>Applicable Law.</u> This Conservation Easement will be enforced and interpreted pursuant to the laws of the State of New York. The venue of any action or proceeding regarding this Conservation Easement will be in Orange County, New York.
- 4.5 <u>Entire Agreement.</u> This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions,

negotiations, understandings or agreements relating to the Conservation Easement, all of which are merged herein.

4.6 <u>Captions.</u> The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

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

y:		
	TOWN OF GOSHEN	
By:		

Douglas Bloomfield, 10wn Supervisor

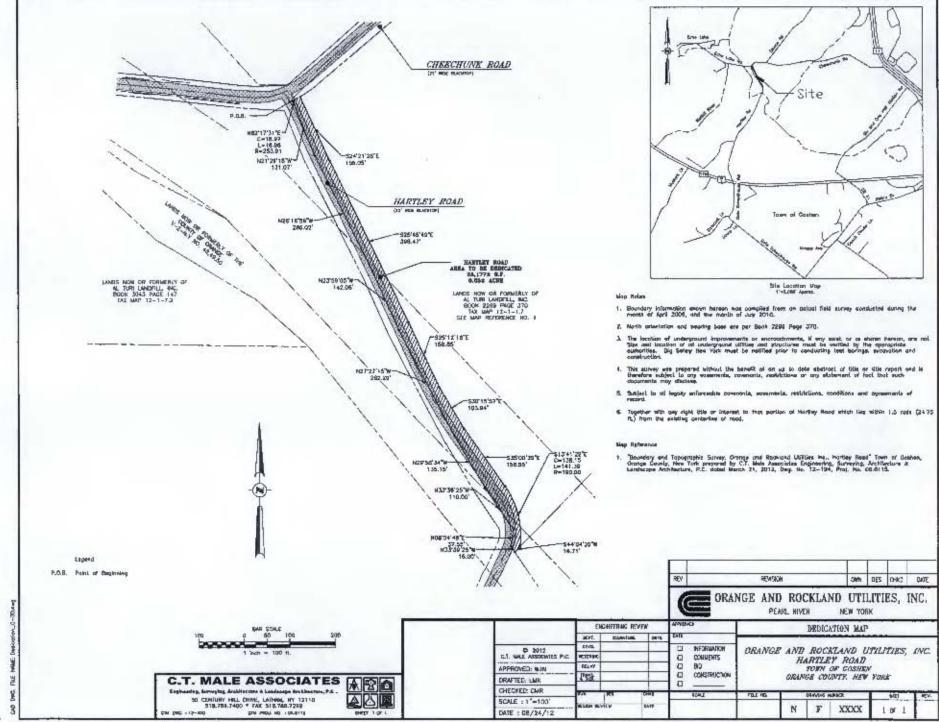
RECORD AND RETURN TO:

Town of Goshen
41 W A

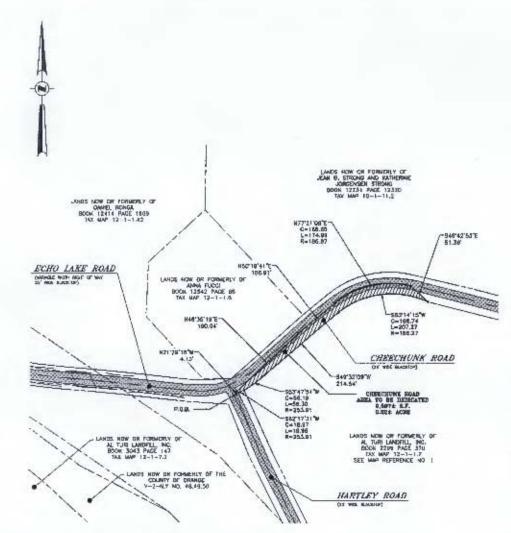
Shen, New York 10924

STATE OF NEW YORK)
COUNTY OF ORANGE) ss.:
On the day of in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared personally known to me or proved to me on the basis of
satisfactory evidence to be the individuals 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 on behalf of which the individual acted, executed the instrument.
Notary Public
STATE OF NEW YORK)
) ss.: COUNTY OF ORANGE)
On the day of in the year 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS BLOOMFIELD , 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 on behalf of which the individual acted, executed the instrument.
Notary Public

EXHIBIT C



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Site Location Maga

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- Boundary intermetion sheen homes eas compiled from as around field europy conducted during the month of April 2008, and the month of Auty 2010.
- 2. North orientation and bearing bose are per Book 2299 Page 370.
- 3. The location of inderground insprovements or improschmenta, if any saint, or as shown himson, are not size and location of all underground attitue and attractives must be verified by the appropriate authorities. Dig Sefely New York must be nettried prior to conducting test bottings, excension and construction.
- 4. This survey was areascred without the benefit, of an use to debe abstract of this or the report and is therefore subject to any essentiants, coverents, restrictions or any sestement of fact that such documents may disclose.
- Subject to all legally antorceptile coverance, speciments, restrictions, conditions and agreements of recent.
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Map Reference

 "Boundary and Topographic Survey, Orange and Risorland Wittles Inc., Hartley Road" Taver of Gedeen, Bronge Guarty, New Tork, prepared by C.1. Role Associates Engineering, Surveying, Architecture & Lonacope Architecture, P.C. doted March 21, 2012, Cog., No. 12-1164, Phys. (No. 05.6113.

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P.Q.B. Point of Beginning

REV REVASION DAH DES CHIZO DATE

ORANGE AND ROCKLAND UTILITIES, INC.

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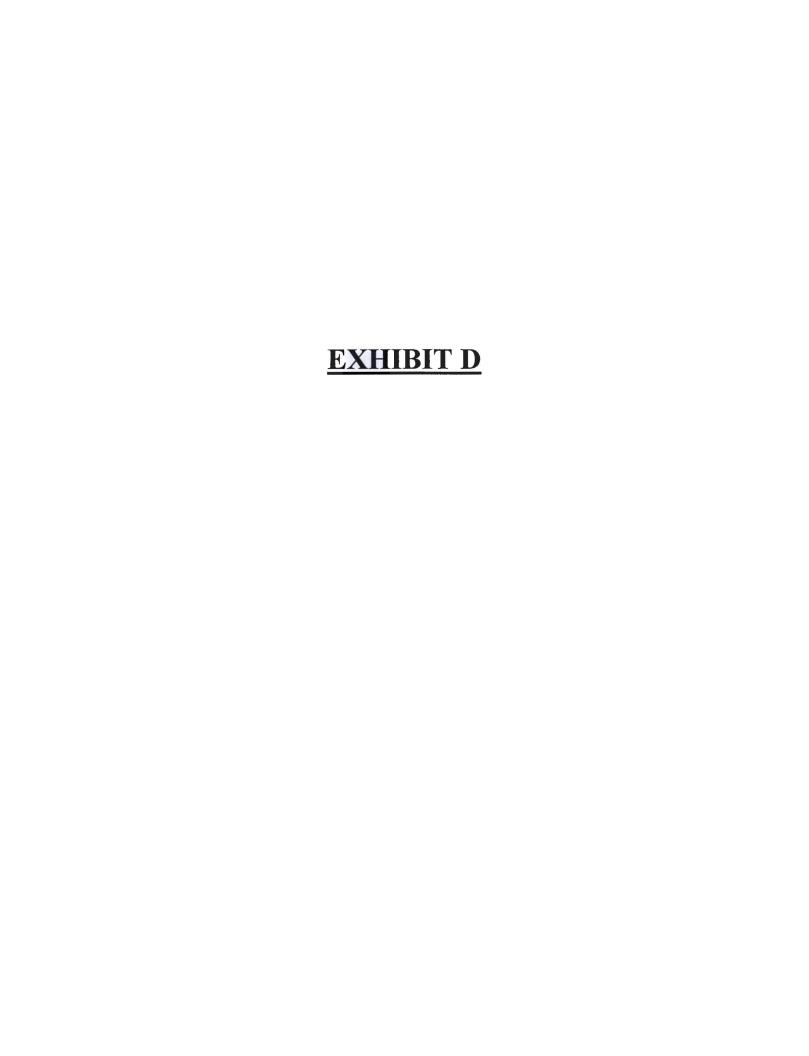
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IRREVOCABLE OFFER OF DEDICATION

THIS AGREEMENT, made the ____ day of _____, 2013, by and between ORANGE AND ROCKLAND UTILITIES, INC., a New York public utility corporation organized and existing under the laws of the State of New York, with offices at One Blue Hill Plaza, Pearl River, New York 10965-9006, hereinafter referred to as "O&R", and TOWN OF GOSHEN, a municipal corporation with offices at 41 Webster Avenue, Goshen, New York 10924, hereinafter referred to as "Municipality";

WITNESSETH:

- 1. In consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by the Municipality, and as consideration for the approval by the Planning Board of the Town of Goshen of Site Plan of the Developer, filed in the Office of the Clerk of the Town of Goshen, entitled, "Hartley Road Substation Site Plan", in the Town of Goshen, Orange County, New York, (hereinafter the "Plat") and the issuance of a Special Permit for the construction of an electrical substation, and conditioned upon either: i) the approval of the Public Service Commission ("PSC") and/or ii) after the date that O&R's petition is deemed to be approved by the PSC, the Developer hereby irrevocably offers to said Municipality, or its successor municipality, the dedication of the premises more particularly described in Schedule "A", annexed hereto and made a part hereof.
- 2. The Developer herewith delivers to the Municipality a deed (the "Deed") in statutory form for recording, so as to convey the Premises described in Schedule "A", encumbered by and subject to the following grants:

Grants recorded in Liber 639 Cp. 108, Liber 703 Cp. 18, Liber 720 Cp. 493, Liber 772 Cp. 304, Liber 1129 Cp.123, Liber 2114 Cp. 561 and Liber 2260 Cp. 343.

- 3. The Developer hereby and by the Deed will reserve, the right to construct, erect, repair, expand, alter, replace, install, operate, maintain or remove its improvements, facilities and equipment, including but not limited to, electric and/or gas transmission or distribution lines, communication lines and/or facilities, service connections, facilities and appurtenances, including but not limited to pipes, fixtures, conduits, counterpoises, manholes and duct lines, together with the wires, cables and terminal boxes in, on, over, under, through or across the Premises, and the right but not the obligation to trim, cut, chemically treat and/or remove all trees, branches, underbrush and other vegetation in, upon, along, over, under, through and across the Premises, to the extent reasonably required to satisfy its obligation and/or duty to provide safe and reliable electric and/or gas service to its customers.
- 4. The Deed shall be held by the Municipality and be placed on record in the Office of the Clerk of the County of Orange, at such time as the PSC has approved this Offer of Dedication and the Municipality may decide to accept this irrevocable offer.
- 5. At the time of this offer to and of acceptance by the Municipality, title to the lands described in Schedule "A" shall be good and marketable and free from all liens and encumbrances except the grants to the public utility companies referenced in Paragraph "2" hereof, any unrecorded easements to public utility companies, and the reservation set forth in Paragraph "3" hereof.
 - 6. The Developer agrees to obtain good and valid releases of all owners.

mortgagees, lienors and others required to consent to such dedications, at its expense, subject to approval by the Municipality's attorney.

7. This offer shall run with the land and shall be binding upon the heirs, successors and assigns of the Developer.

IN WITNESS WHEREOF, the Developer has executed this irrevocable Offer of Dedication the day and year first above written.

		Orange and Rockland Utilities, Inc.
Ву:		Francis W. Peverly, Vice-President
STATE OF NEW YORK)	
COUNTY OF ORANGE)ss.:)	
Notary Public in and for so known to me or proved to whose name is subscrib executed the same in his	aid State, person me on the basis ed to the within s capacity, and t	, 2013, before me, the undersigned, a nally appeared Francis W. Peverly, personally s of satisfactory evidence to be the individual instrument and acknowledged to me that he that by his signature on the instrument, the of which the individual acted, executed the
		Notary Public

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, P.C.

DESCRIPTION PORTION OF LANDS NOW OR FORMERLY OF AL TURI LANDFILL, INC. TO BE DEDICATED TO THE TOWN OF GOSHEN FOR HIGHWAY PURPOSES TOWN OF GOSHEN, COUNTY OF ORANGE, STATE OF NEW YORK AREA = 0.647± ACRE OF LAND

All that certain tract, piece or parcel of land situate in the Town of Goshen, County of Orange, State of New York, lying Northeasterly of Hartley Road and generally Southeast of Cheechunk Road, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the division line between the lands now or formerly of Al Turi Landfill, Inc. as described in Book 2299 of Deeds at Page 370 on the Northwest and the lands now formerly of Darlene Kerr as described in Book 4147 of Deeds at Page 182 on the Southeast with the division line between the said lands now or formerly of Al Turi Landfill, Inc. on the Northeast and Hartley Road on the Southwest and runs thence from said point of beginning along the above last mentioned division line North 33 deg. 39 min. 25 sec. West 15.00 feet to its point of intersection with the division line the said lands now or formerly of Al Turi Landfill, Inc. on the East and Hartley Road on the West; thence North 08 deg. 04 min. 48 sec. East along the last mentioned division line 37.55 feet to its point of intersection with the division line between the said lands now or formerly of Al Turi Landfill, Inc. on the Northeast and Hartley Road on the Southwest; thence along the last mentioned division line the following six (6) courses: 1) North 33 deg. 39 min. 25 sec. West 110.00 feet to a point; 2) North 29 deg. 58 min. 34 sec. West 135.15 feet to a point; 3) North 27 deg. 27 min. 15 sec. West 262.29 feet to a point; 4) North 23 deg. 59 min. 05 sec. West 142.06 feet to a point; 5) North 26 deg. 16 min. 59 sec. West 286.02 feet to a point; and 6) North 21 deg. 29 min. 18 C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, P.C.

DESCRIPTION

 $AREA = 0.647 \pm ACRE OF LAND$

PAGE - 2

sec. West 131.07 feet to a point; thence through the said lands now or formerly of Al

Turi Landfill, Inc. the following seven (7) courses: 1) in a Northeasterly direction along

a curve to the left having a radius of 253.91 feet, an arc length of 18.98 feet and a chord

bearing of North 62 deg. 17 min. 31 sec. East 18.97 feet to a point 2) South 24 deg. 21

min. 28 sec. East 155.05 feet to a point; 3) South 25 deg. 45 min. 49 sec. East 398.47 feet to

a point; 4) South 25 deg. 12 min. 16 sec. East 158.85 feet to a point; 5) South 30 deg. 15

min. 57 sec. East 103.94 feet to a point; 6) South 35 deg. 00 min. 29 sec. East 156.55 feet to

a point of curvature; and 7) in a Southerly direction along a curve to the right having a

radius of 190.00 feet, an arc length of 141.39 feet and a chord bearing of South 13 deg. 41

min. 22 sec. East 138.15 feet to a point on the above first mentioned division line; thence

along said above first mentioned division line South 44 deg. 04 min. 20 sec. West 16.71

feet to the point or place of beginning and containing 28,177± square feet or 0.647 acre of

land, more or less.

Being an irregular shaped parcel of land to be dedicated to the Town of Goshen

for highway purposes.

C.T. MALE ASSOCIATES

William J. Nettleton, P.L.S.

August 22, 2012

WIN/amb

C.T. Male Project No. 06.6115

DESCRIPTION PORTION OF LANDS NOW OR FORMERLY OF AL TURI LANDFILL, INC. TO BE DEDICATED TO THE TOWN OF GOSHEN TOWN OF GOSHEN, COUNTY OF ORANGE, STATE OF NEW YORK AREA = 0.22± ACRE OF LAND

All that certain tract, piece or parcel of land situate in the Town of Goshen, County of Orange, State of New York, lying generally Southeast of Cheechunk Road and Northeasterly of the Hartley Road intersection, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the division line between the lands now or formerly of Al Turi Landfill, Inc. as described in Book 2299 of Deeds at Page 370 on the Northeast and Hartley Road on the Southwest with the division line between the said lands now or formerly of Al Turi Landfill, Inc. on the Southeast and Cheechunk Road on the Northwest and runs thence from said point of beginning along the above last mentioned division line the following three (3) courses: 1) North 21 deg, 29 min. 18 sec. West 4.13 feet to a point; 2) North 46 deg. 35 min. 19 sec. East 190.04 feet to a point; and 3) North 50 deg. 19 min. 41 sec. East 106.91 feet to a point of curvature on the division line between the said lands now or formerly of Al Turi Landfill, Inc. on the South and Cheechunk Road on the North; thence along said division line in an Easterly direction along a curve to the right having a radius of 185.87 feet, an arc length of 174.99 feet and a chord bearing of North 77 deg. 21 min. 08 sec. East 168.60 feet to its point of intersection with the division line between the said lands now or formerly of Al Turi Landfill, Inc. on the Southwest and Cheechunk Road on the Northeast; thence South 46 deg. 42 min. 53 sec. East along the last mentioned division line 51.36 feet to a point;

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, P.C.

DESCRIPTION

 $AREA = 0.22 \pm ACRE OF LAND$

PAGE - 2

thence through the said lands now or formerly of Al Turi Landfill, Inc. the following

four (4) courses: 1) in a Westerly direction along a curve to the left having a radius of

186.27 feet, an arc length of 207.27 feet and a chord bearing of South 83 deg. 14 min. 15

sec. West 196.74 feet to a point; 2) South 49 deg. 32 min. 09 sec. West 214.54 feet to a

point of curvature; and 3) in a Southwesterly direction along a curve to the right having

a radius of 253.91 feet, an arc length of 56.30 feet and a chord bearing of South 53 deg.

47 min. 54 sec. West 56.19 feet to a point; 4) continuing in a Southwesterly direction

along a curve to the right having a radius of 253.91 feet, an arc length of 18.98 feet and a

chord bearing of South 62 deg. 17 min. 31 sec. West 18.97 feet to the point or place of

beginning and containing 9,597± square feet or 0.22 acre of land, more or less.

Being an irregular shaped parcel of land to be dedicated to the Town of Goshen

for highway purposes.

C.T. MALE ASSOCIATES

William J. Nettleton, P.L.S.

August 22, 2012 Revised January 3, 2013

WJN/amb

C.T. Male Project No. 06.6115