

**Village of Millbrook
Special Planning Board Meeting
Minutes**

June 15, 2016

Call to Order: Meeting was called to order at 7:32PM by Chairman Morse.

In Attendance: Chairman Stanley Morse, Joseph Still, Charles Frisina, Joseph Forte and David Clouser (Barton and Loguidice). **Excused:** Heather LaVarnway

Pledge of Allegiance: Led by Secretary Gould

Review of Minutes: N/A

Old Business: N/A

New Business:

Special meeting to discuss and consider voting on a Resolution to Rescind the original Site Plan approval granted to Salty Foods LLC (Canoe Hill Restaurant) in September 2015 due to the fact that the two (2) easements awarded to The Millbrook Diner in 1998 concerning operational delivery of routine supplies to The Millbrook Diner on a regular basis – were not shown on the original Canoe Hill Site Plan.

Attendees at this meeting: Michael DelGrosso, Mrs. Linda DelGrosso, Lauren Lancaster, Max Goodwin (Partner, Franklin Avenue Real Estate, LLC), Lida Tait (Manager, Franklin Avenue Real Estate LLC) – for Canoe Hill. Thanasis Theodoropoulos (The Millbrook Diner). Attorney Allan Rappleyea (Corbally, Gartland and Rappleyea, LLP).

Chairman Morse opened the meeting with the background preceding this meeting:

- The Planning Board met on May 17, 2016 to address this topic.
- Mr. Theodoropoulos (The Millbrook Diner) attended this meeting. Mr. DelGrosso declined (via e-mail) the invitation to attend this meeting.
- The Planning Board sought legal counsel (from Jeffrey Battistoni).

- Chairman Morse sent certified letters to Mr. DelGrosso and Mr. Theodoropolous notifying them of a Special Planning Board meeting was scheduled for June 15, 2016 to discuss a possible Resolution to Rescind the Canoe Hill Site Plan approved in September 2015.
- On June 10, 2015, Mr. Goodwin submitted a letter to the Planning Board regarding this situation, respectfully explaining his reasons why no basis exists to rescind the Site Plan approval (copy attached to these minutes).
- Chairman Morse, on the advice of legal counsel, asked Mr. Clouser to prepare a "Resolution to Rescind" the original approved Site Plan, to be discussed and considered at tonight's meeting.

Chairman Morse then reviewed The Millbrook Diner's position:

- The Diner (Mr. Theodoropolous) has 2 legal easements on the property dating back to 1998. These easements do not have an "end date". They exist in perpetuity. The Diner is correct in defending these easements.
- The Planning Board must recognize these easements. The Board is required to have these easements shown on the Site Plan. The June 19, 1998 deed reserves an easement for the ingress and egress from Franklin Avenue for access to the cellar entrance stairwell.

Chairman Morse then reviewed Canoe Hill's position:

- Mr. DelGrosso requested a 6/13/16 meeting with Chairman Morse to review his position.
- Chairman Morse asked if Franklin Real Estate was aware of the 2 easements. Yes. Was Mr. Del Grosso aware of the easements in September 2015. Yes. Attorney Rappelyea was the notary on the 1998 easements. Did he ever discuss the easements with Mr. DelGrosso. No. Mr. DelGrosso told Chairman Morse that he was not told of the need to disclose the easements on his Site Plan. Chairman Morse noted that the Village Code – Section 230.44.c.4.a.."requires a detailed Site Plan showing.... all easements". The two 1998 easements in question were not shown on Mr. Del Grosso's final approved Site Plan.
- Mr. DelGrosso's installed fence is effectively two walls, neither of which are shown on the final approved Site Plan – see Village Code – Section 230-43.F.1.b. The fence details must be shown on the Site Plan. The current fence height (7 ½ ft) is above the allowed 6 ft by Code.
- Mr. DelGrosso has not offered an amended Site Plan.

Chairman Morse stated that the Planning Board feels that safety and security concerns remain requiring a pass-through from the cul-de-sac through the back of The Diner to the rear parking lot.

Chairman Morse asked the Board members for their individual opinions on the situation:

Mr. Frisina – hopes the Site Plan will be amended with the easements and fence noted and that the fence will be lowered to the permitted 6ft. He apologized for originally agreeing that a full fence was a good idea (to prevent access to the propane tanks and visually guard customers from view of the dumpster) in the September meeting, but was unaware about the easements when the Site Plan was reviewed. He understands that easy access and an attractive 6 ft. fence are important and encouraged both parties to consider a fence with gate access that doesn't violate the easement or impede the new business walkway.

Mr. Still – the easements are a constitutional right. He hopes that a solution can be worked out without a lawsuit. He wishes all goodwill for the new business. He understands that outward appearance is very important to this new restaurant and suggests that moving the fence closer to the sidewalk might block the view of unsightly dumpsters and trash.

Mr. Forte – wants the fence lowered to the permitted 6ft; is concerned about the safety issues; the easements must be shown on the Site Plan; and just wants to be sure that The Diner has access to their basement.

Mr. Clouser mentioned that The Diner must also have room to attend to any building repairs that might occur.

Chairman Morse stated that he does not want to rescind the resolution tonight. He hopes both parties will get together to solve the problem so that the Board can resolve this issue asap.

Mr. Goodwin stated that he has invested a lot in the village of Millbrook. He welcomes and is supportive of any and all new businesses within the Village. He does not feel that Canoe Hill is or will be a threat to The Diner's business. He hopes the issues can be resolved without legal intervention. He also thinks that the easements need interpretation and that the design and style of Mr. Del Grosso's fence did not need to be shown on the Site Plan.

Mr. Clouser stated that the actual fence has to match the existing fence shown on the Site Plan.

Mr. Still noted that the Site Plan is a legal document and the details must be followed exactly.

Chairman Morse mentioned that a pass-through was needed. Mr. Del Grosso agreed.

Mr. Goodwin noted that there is also a 2003 easement on the property. Mr. Theodoropolous said that easement is not relevant to Canoe Hill... it relates to the rear of The Diner where garbage and their tanks are stored.

Ms. Tait stated that Franklin Avenue Real Estate owns up to the walls of The Diner. She also stated that when the 1998 easement was granted to Joseph Spagnola, there was not an entrance door where Canoe Hill's current door is located. At that time, Mayor Hurley had a store in this location. A second easement was granted for the Franklin Avenue (southerly boundary) access.

Mr. Clouser and Chairman Morse reiterated that all easements must be shown on the Site Plan.

Mr. Theodoropolous said that when Joseph Spagnola owned the property it was subdivided it so that he, Mr. Theodoropolous, could purchase The Diner property in 1998 and an easement was granted. At the current time, he has only 1 ft around The Diner which is dangerous for his deliveries. He noted that most of his deliveries come in from the rear parking area (owned by Tribute Gardens) . Deliveries from Franklin Avenue are rare. Most deliveries occur between 8AM and 1:30PM. (Canoe Hill will be open from 11AM to 11PM). He reiterated that his easement says he must have unimpeded access – he does not want anything in front of his cellar bilko doors. He also said that the former fence varied in height from 4ft to 6 ft and did not block his cellar stairwell. Mr. Theodoropolous read from his May 16, 2016 letter to the Planning Board outlining his opposition to any changes to his easement (copy attached to these minutes).

Mr. Del Grosso said that it was an oversight that the easements were not shown on his Site Plan. He feels that the fence is not a problem and that the easements are being met. He noted that Mr. Theodoroolous cannot dictate the design of his Canoe Hill fence. He feels that The Diner has adequate access for deliveries and that The Diner's business will not be impacted by Canoe Hill. Mr. DelGrosso e-mailed a video showing that The Diner's deliveries were not impacted by the Canoe Hill fence. He feels that he has done everything that was asked of him and that the Board is biased toward The Diner. Canoe Hill's main entrance would be compromised without a fence. Smoking and trash from the rear of The Diner would compromise the attractiveness of his upscale entryway. He said that he showed Mr. Theodoropolous the fence before it was installed and was told it would be fine. He has not attempted to hide anything. Mr. Del Grosso also said that if he put a gate in the fence near The Diner's cellar stairway, anyone could come in or out – and down his sidewalk.

Ms. Lancaster noted that the morning after the Canoe Hill fence was installed , it was taken down by Mr. Theodoropolous. She also said that Mr.Theodoropolous has harassed Mr. DelGrosso and Canoe Hill employees.

Mrs. DelGrosso (Michael's mother) said that her family owns several businesses and that outward appearances are very important to the success of a business – especially an upscale restaurant. Deliveries from the rear would free up parking spaces on Franklin Ave and improve traffic flow.

Attorney Rappleyea said that he originally represented the property owner – not Mr. DelGrosso. He also said that he has represented Mr. Theodoropolous in the past – but not in this matter. He

stated that the easement language is very clear... if Mr. Theodoropolous is not able to get deliveries in his cellar, the easement is not being followed. He also stated that the 2003 easement related to the tanks in the rear of The Diner. He suggested a rolling gate with plantings. Mr. DelGrosso agreed with this idea. Mr. Theodoropolous had not been informed of this but will consider it. Attorney Rappleyea offered to meet with both parties on Friday (6/17/16) to see if a compromise can be worked out. Mr. Still and Mr. Forte agree that Attorney Rappleyea's idea might work.

Attorney Rappleyea asked if a waiver could be granted. Mr. Clouser said that a waiver would not be allowed in this case.

Ms. Tait asked if the Site Plan could be amended and what the process would be.

Chairman Morse and Mr. Clouser explained that:

- A solution for Franklin Avenue Access must be agreed to by both parties
- An application to amend the Site Plan must be submitted
- The correct fence and type must be shown on the amended Site Plan
- All easements must be shown on the amended Site Plan
- A Public Hearing must be scheduled

Chairman Morse stated that apparent consensus had been reached and the decision to rescind the resolution would be held in abeyance.

Other Business/Administrative Items: N/A

Adjournment: Chairman Morse moved and Mr. Still seconded a motion to adjourn the meeting at 9:10PM. All were in favor.

Office of the Planning Board
Village of Millbrook,
Dutchess County, N.Y.
Stanley Morse, Chairman

May 16, 2016

Millbrook Diner Easement for Cellar and West Doorway

We oppose any changes to the easement as written (*); we'll leave it as originally written and incorporated into maps and deeds filed with the Village of Millbrook.

We expect the adjoining property owner and any of their tenants to honor the easements that came with the purchase or rental of their property. We want the Board to support us in any situation where this easement- an easement created under Village auspices- is being violated, and remedy any violation.

Several levels of admitted ignorance and/ or oversight of our easements have led to ugly fencing (see photos attached) blocking the Diner's ability to come and go to our west entrances directly to Franklin Ave. We have no intention of agreeing to modify or map our easement that guarantees this free access. This would only serve to condone and justify the already built violations.

For close to 90 years the Millbrook Diner has always had direct access from Franklin Ave. to the western cellar entrance and side doorway for a variety of necessary reasons. This was never thought about for a minute while the property was undivided, but since the fairly recent subdivision of the property, with the new property lines very close to the west and south walls, this access had to be spelled out in an easement. This easement's intent was to continue access from Franklin Ave. as has been done historically. Notes on the 2007 map succinctly state this:

" Notes:

1. Access easement from Franklin Avenue for maintenance and repair to improvements on contiguous lands (Millbrook Diner) and access to cellar entrance and stairway as per Liber 2012, page 41.
2. Easement for continued exisitance (sic) of cellar entrance and stairway as per Liber 2012, Page 41."

It is plainly obvious that preventing the Diner's direct access from Franklin Ave. to the cellar entrance and kitchen doorway by fencing off this direct access is contrary to the spirit and letter of the easement, which grants the Diner that right. This goes against many decades of continuous practice by all parties up till now, and constitutes a fire hazard, among other real-world problems.

We believe that ignorance of the easement actually boxed in the designers, leading to the present unsatisfactory outcome. We urge a redesign by the architect, adding the easement's conditions to the design program. He should wear his creative/ artistic hat and view the total area between the 2 buildings through new eyes. Please direct him to go back to the drawing board and come up with a wonderful, plant-based, "softer" solution. We believe a beautiful "vest-pocket park" can blossom here that will include all, and not exclude any by fencing. This park should benefit our Diner, the new restaurant, all patrons, and the Village of Millbrook. We envision NO fences of any type, inviting pedestrian-friendly use of the total site, low perennial bushes, a seating bench, flowers, public art (sculpture/ mosaics/ murals), sensitive signage and lighting, easy maintenance, etc. Lets have something great!))

We appreciate the issue raised over the use of "or" in the written easement (*). The creators of the easement could have delineated it on a map as they did the easement along the southern wall of the diner, but they opted for a written description, and we concur with their wording. As the easement runs with the land in perpetuity, so does all its language. "Or" is the word of *choice* that the easement guarantees. Franklin Ave. **OR** southern parking area. The perpetual choice belongs to the Millbrook Diner. No one, especially owners or lessees of the land on which the easement sits, has the right to alter the language through any means, physical or otherwise. Removing that choice, by walling off one option, effectively removes the "or" from the wording of the easement. The minute-to-minute choice of "or" should always be guaranteed to the Diner in perpetuity. New restaurant lifespan: <5 yrs.

In the meantime, as overall redesign takes place, please direct the removal of the wooden poor man's "Noah's Ark" fencing now blocking our access to Franklin Ave.

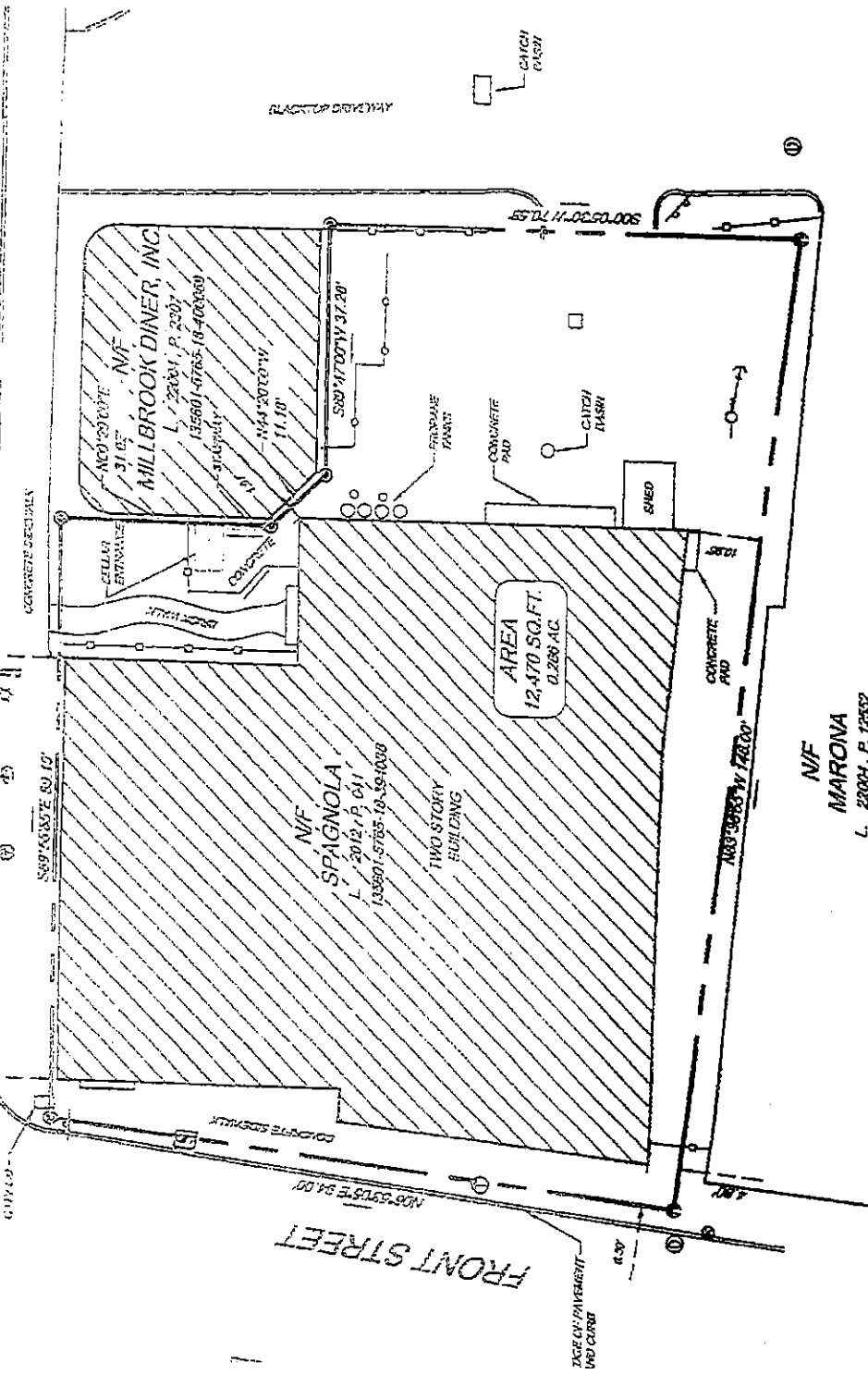
Thank you,

Athanasios Theodoropoulos
Owner/ proprietor, The Millbrook Diner

*** Liber 2012, Page 41, Easements:**

- "1. An easement permitting the grantor, his lessees, heirs, successors and assigns, the right of ingress and egress from Franklin Avenue or along the southerly boundary of the lands retained by grantor for the purposes of performing maintenance and repair to any improvement located on the contiguous lands retained by grantor, and for access to the cellar entrance and stairway of the improvement located on said lands retained by grantor;
2. An easement permitting the continued existence of the cellar entrance and stairway as identified on said Map for the improvements on the said lands retained by grantor, provided however that such entrance and stairway may not be expanded or enlarged, but may be improved or repaired, and
- 3..." (Other easements do not concern the western cellar-way or doorway)

FRONT STREET



BACKUP DRIVEWAY

CATCH BASIN

CONCRETE PAD

CATCH BASIN

SHED

CONCRETE PAD

CONCRETE PAD

CONCRETE PAD

N/F
SPAGNOLA
L. 2012 P. 011
133801-5765-10-59-1030

TWO STORY BUILDING

AREA
12,470 SQ. FT.
0.289 AC

N/F
MARONA
L. 2004, P. 12532

NOTES:

1. ACCESS EASEMENT FROM FRANKLIN AVENUE FOR MAINTENANCE AND REPAIR TO IMPROVEMENTS ON CONTIGUOUS LANDS (MILLBROOK DINER) AND ACCESS TO CELLAR ENTRANCE AND STAIRWAY AS PER LIBER 2012, PAGE 41.
2. EASEMENT FOR CONTINUED EXISTENCE OF CELLAR ENTRANCE AND STAIRWAY AS PER LIBER 2012, PAGE 41.
3. LICENSE TO USE THE EASTERN MOST PARKING SPACE AS PER LIBER 2012, PAGE 41.
4. EASEMENT FOR USE AND MAINTENANCE OF STORMWATER DRAINAGE SYSTEM TO THE VILLAGE OF MILLBROOK AS PER LIBER 1182, PAGE 564.

MORRIS ASSOCIATES, P.L.L.C.
ENGINEERS, ARCHITECTS, LAND SURVEYORS
9 ELAND LANE
POUGHKEEPSIE, NEW YORK 12401



JAMES A. BARTLES, L.S. #49840

SURVEY MAP OF
0.29 ACRE PARCEL
"SPAGNOLA SUBDIVISION"
FM# 10575

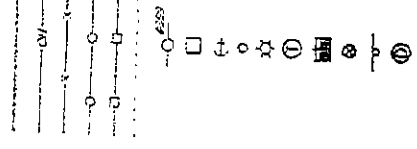
VILLAGE OF MILLBROOK
JUNE 20, 2007

CERTIFIED TO:
FRANKLIN AVENUE REAL ESTATE, LLC
BY: JAMES A. BARTLES, L.S. #49840
FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK
TIMOTHY J. TICE

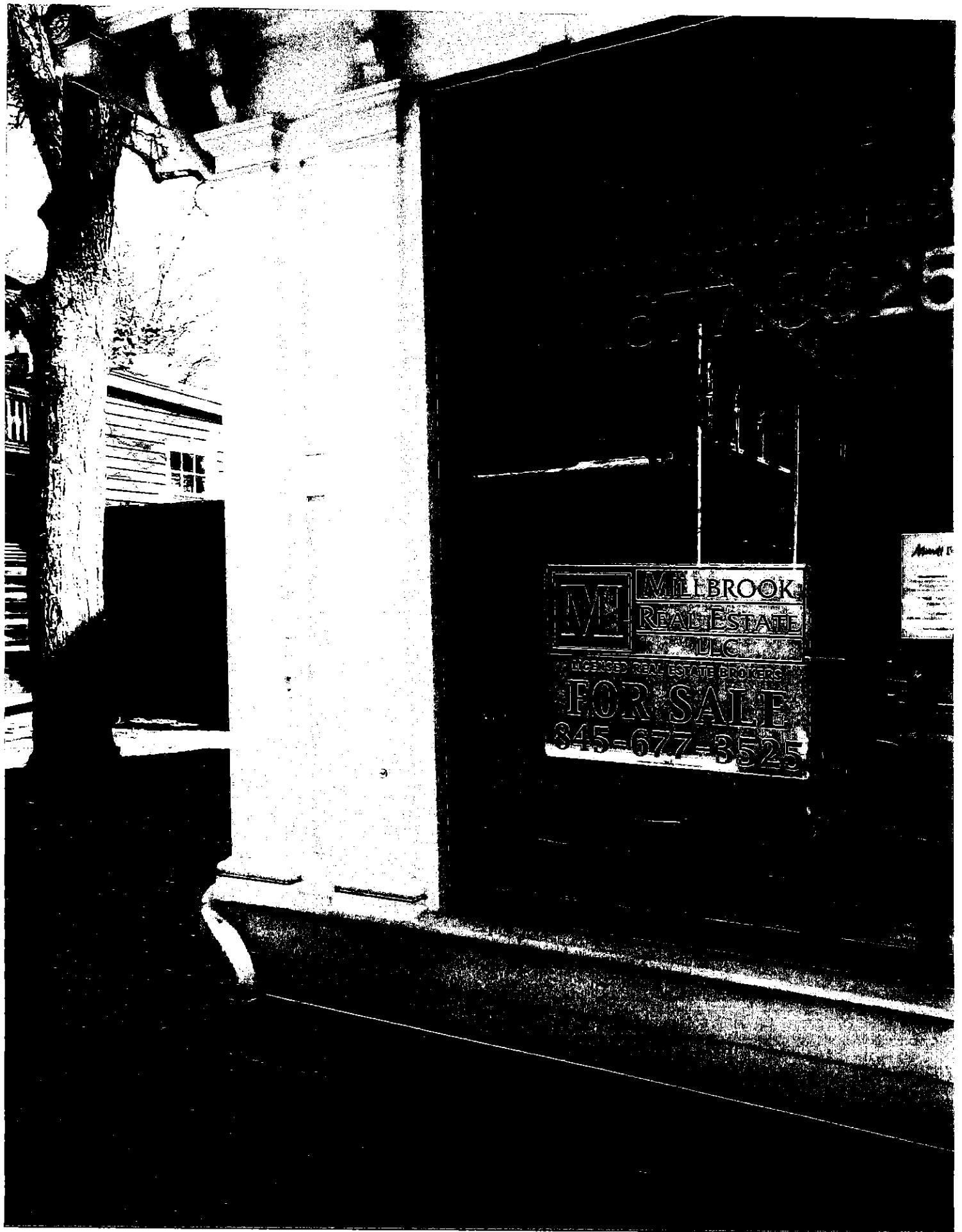
THIS SURVEY MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEW YORK. I HAVE PERSONALLY CONDUCTED THE SURVEY AND I HAVE PERSONALLY REVIEWED THE SURVEY MAP AND I HAVE PERSONALLY PREPARED THIS SURVEY MAP. I HAVE PERSONALLY REVIEWED THE SURVEY MAP AND I HAVE PERSONALLY PREPARED THIS SURVEY MAP. I HAVE PERSONALLY REVIEWED THE SURVEY MAP AND I HAVE PERSONALLY PREPARED THIS SURVEY MAP.

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LEGEND



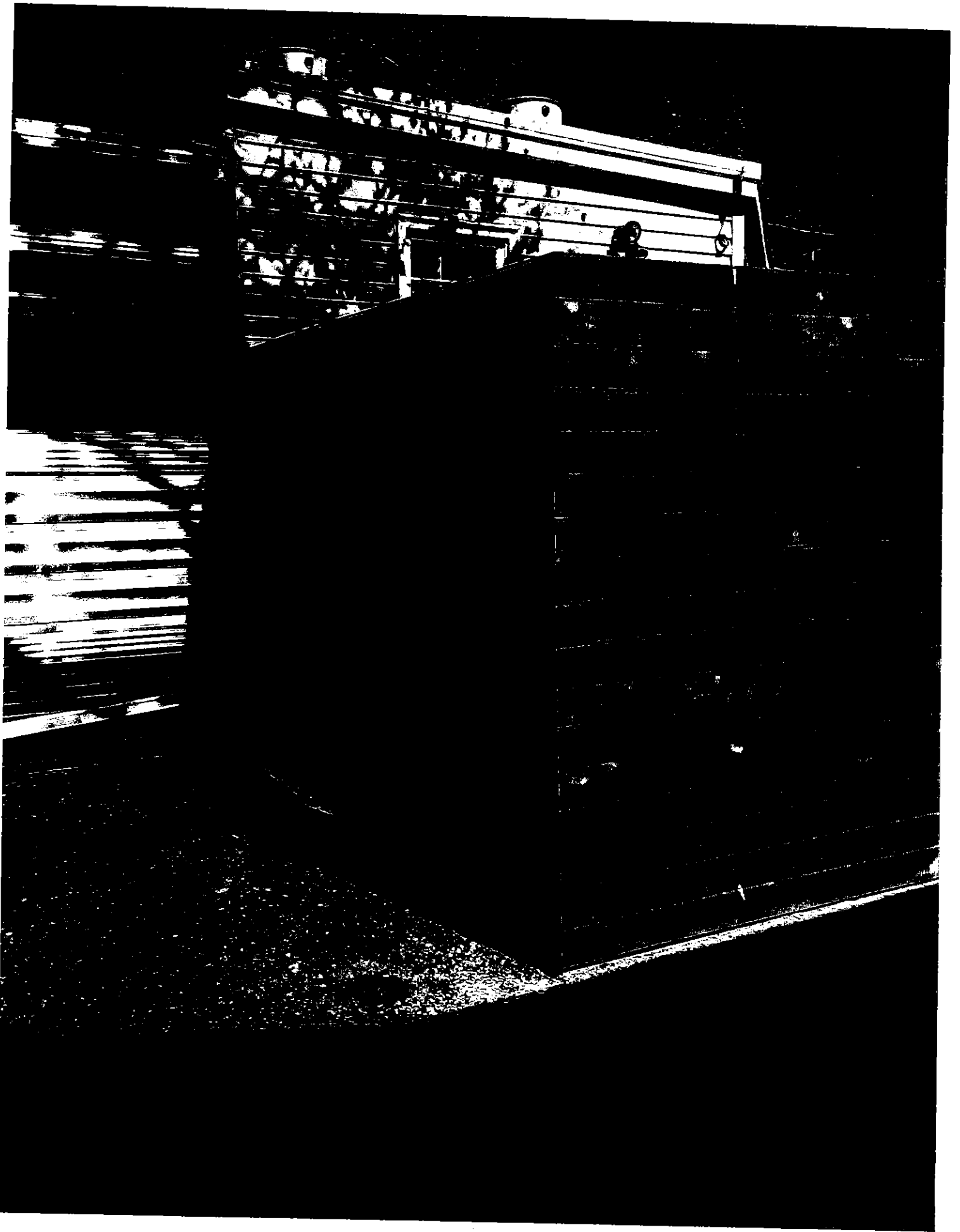
1555A(1) (1/17) (1/15) (1/13)



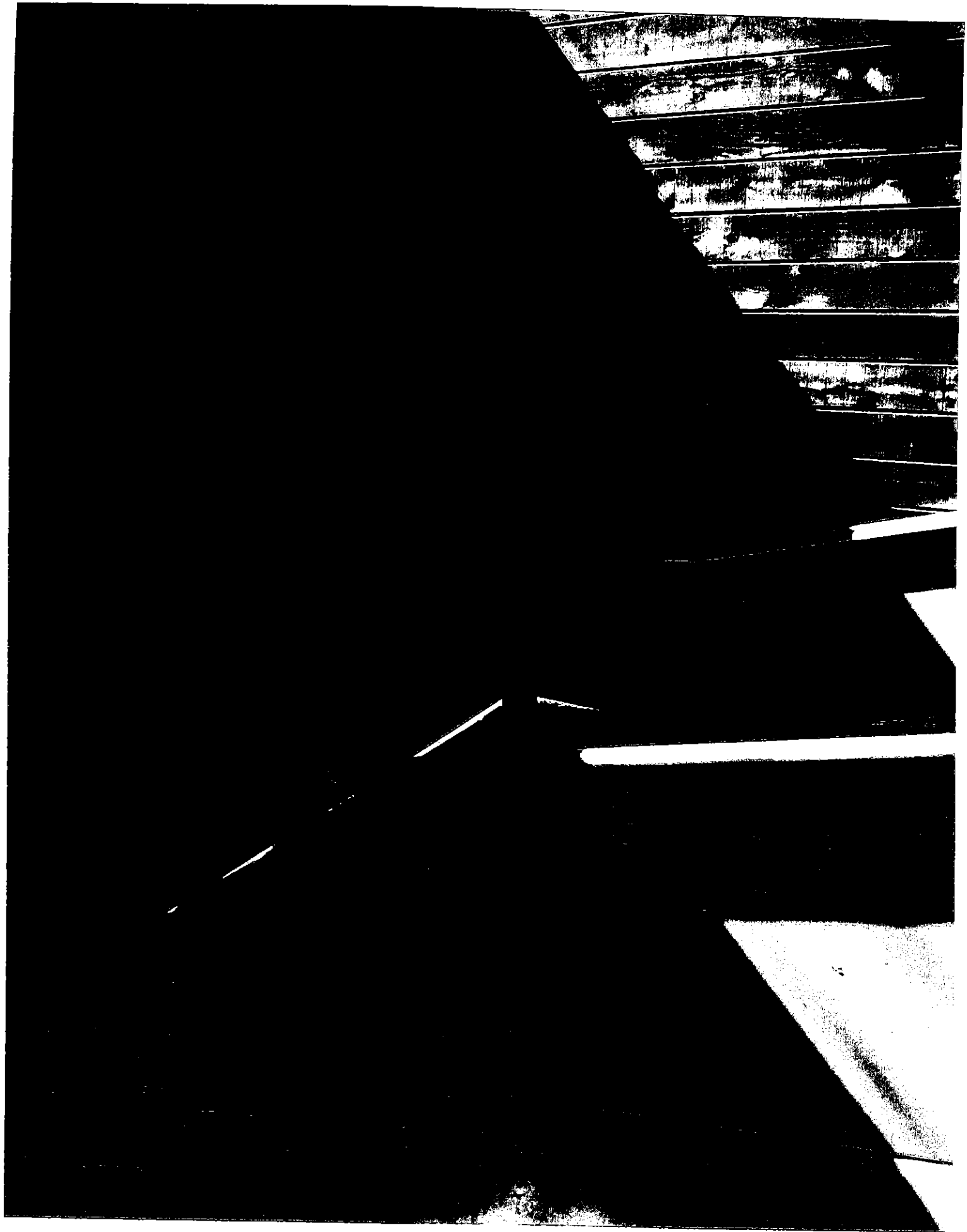
MILLBROOK
REAL ESTATE
L.L.C.
LICENSED REAL ESTATE BROKERS
FOR SALE
845-677-3525

Handwritten text, possibly a name or address, on a small sign to the right of the window.

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1914

RECEIPT AND SALE DEED WITH COVENANTS AGAINST GRANTORS ACTS

DEED

THIS INDENTURE, made the 19th day of June, 1998, BETWEEN

JOSEPH J. SPAGNOLA JR., residing at P.O. Box 30, Elm Drive, Millbrook, New York 12545, as party of the first part, and

TIMOTHY J. TICE, residing at 130 Towne Terrace #3, Los Gatos, California 95032, as party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS and other good and valuable consideration paid by the party of the second part, the receipt and adequacy of which is hereby acknowledged, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Millbrook, Town of Washington, County of Dutchess, and State of New York, more particularly bounded and described as is set forth on Schedule "A" annexed hereto, subject to exceptions and reservations of record, and those set forth on Schedule "A" annexed hereto.

Vertical text on the left margin, possibly a recording or filing number.

Franklin Avenue Real Estate LLC
PO Box 1015
Millbrook, NY 12545

June 10, 2016

Mr. Stanley C. Morse
Chairman
Village of Millbrook Planning Board
35 Merritt Avenue – PO Box 349
Millbrook, NY 12545

HAND DELIVERED and MAILED

Dear Mr. Morse:

I am in receipt of your letter dated June 1 informing our tenant, Michael DelGrosso, of a Village Planning Board meeting scheduled on June 15 to vote on a resolution to rescind Mr. DelGrosso's Site Plan Approval granted by the board in September, 2015.

The reason given in the letter for this resolution is based on an alleged failure by Mr. DelGrosso to disclose key information about easements granted to Joseph J. Spagnola in April, 1998 (Liber 2012, Page 41).

This meeting is apparently driven by Mr. Theodoropoulos' ongoing complaints about the board-approved fence Mr. DelGrosso has erected in the area of the diner's cellar entrance, on property belonging to Franklin Avenue Real Estate LLC.

Here are the facts for the board's consideration –

1. Mr. DelGrosso did not deliberately withhold the information about the easement from the board. There was no intent on his part to deceive or deprive the board of essential information in its site plan review process. Not including the easement note was a simple oversight on the part of Morris Associates, when they provided his architect with a survey map to include in the site plan application.
2. The actual easement language reads “....the right of ingress or egress from Franklin Avenue or along the southerly boundary of the lands.....and for access to the cellar entrance....” Please note the word “or”. A copy of the easement is attached for further review by you, the other members of the Planning Board and the village legal counsel.

It has been established a number of times, including on video, that Mr. DelGrosso's properly erected fence does not in any way impede Mr. Theodoropoulos' access to his cellar entrance

and is, in fact, located in such a way as to be consistent with the easement language. Therefore, the inadvertent omission of the easement is not relevant or meaningful.

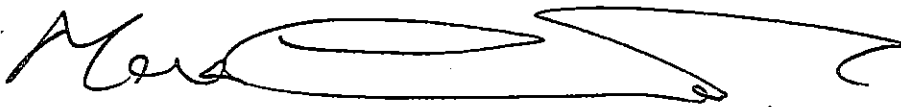
Mr. DelGrosso has not thwarted or affected Mr. Theodoropoulos' ability to receive his deliveries or to conduct his day to day business. Mr. Theodoropoulos has historically received his deliveries from the southerly boundary (back parking lot behind the diner). The easement has thus been respected.

3. While the easement language does reference right of ingress or egress from Franklin Avenue, this is not how Mr. Theodoropoulos has historically received his deliveries and, in fact, at the time the easement was granted there was no entrance door to the part of our building now occupied by Mr. DelGrosso. Just as the intent of the 1998 easement was to allow the diner to receive its deliveries unimpeded, it would also logically be the intent that Mr. DelGrosso's walkway and entrance to his restaurant not be blocked by Mr. Theodoropoulos' deliveries, impeding Mr. DelGrosso's ability to conduct his day to day business.
4. Mr. Theodoropoulos was given an opportunity at the time of the Planning Board's public hearing to voice his opinion about the site plan being considered for approval. He did not attend that public hearing and voiced no objection about any aspects of the approved plan prior to the fence being erected.

Mr. DelGrosso is weeks away from opening his restaurant and a decision by the board to rescind his site plan approval and start the approval process again will cause him great economic harm. He has also been more than patient with Mr. Theodoropoulos' ongoing harassment campaign and the delays it has caused in his renovation process.

For all the reasons listed above, we respectfully submit that no basis exists to rescind site plan approval.

Thank you for your consideration,



Maxwell Goodwin, Partner, Franklin Avenue Real Estate LLC

CC: Michael DelGrosso

Mr. Theodoropoulos

Village of Millbrook Planning Board members

PL 9
15
21
5
1914

Record on this date with corrected amount change 1914

DEED

THIS INDENTURE, made the 19th day of June, 1938, BETWEEN

JOSEPH J. SPAGNOLA SR., residing at P.O. Box 30, Elm Drive, Millbrook, New York 12545, as party of the first part, and

TIMOTHY G. WOOD, residing at 120 Towne Terrace #3, Los Gatos, California 95032, as party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS and other good and valuable consideration paid by the party of the second part, the receipt and adequacy of which is hereby acknowledged, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

AND that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Millbrook, Town of Washington, County of Dutchess, and State of New York, more particularly bounded and described as is set forth on Schedule "A" annexed hereto, subject to exceptions and reservations of record, and those set forth on Schedule "A" annexed hereto.

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

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

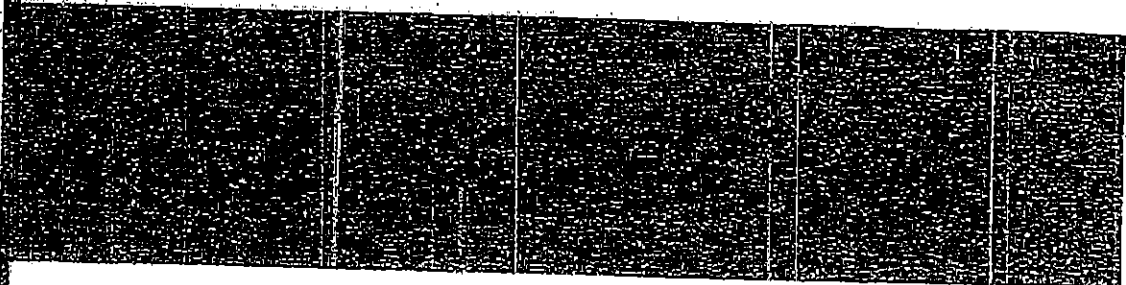
AND the party of the first part, in compliance with Section 13 of Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the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

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

IN THE PRESENCE OF:

Joseph J. Spagnola Sr.
Joseph J. Spagnola Sr.

CORRELLY, GORTLAND AND HARTLEY • ATTORNEYS AND COUNSELORS AT LAW
15 NASSAU STREET • ROYAL LEPAGE NEW YORK 17001 • 10161-6017-00



SCHEDULE A

BEGINNING at a point at the easterly side of Front Street, said point being the southwesterly corner of the herein described parcel and the northwesterly corner of lands of C. John Marona described in Liber 516 of Deeds at page 58 and Liber 1516 of Deeds at page 163; thence along the easterly side of Front Street, N 05 deg 51' 05" E 94.00 feet to the northwesterly corner of the herein described parcel; thence along the southerly side of Franklin Avenue, S 89 deg 55' 55" E 89.10 feet to the northeasterly corner of the herein described parcel; thence along the diner lot on lines of no physical bounds, S 00 deg 39' 00" W 31.02 feet, S 44 deg 20' 00" E 11.10 feet and N 89 deg 47' 00" E 37.28 feet to a point; thence along a public alleyway, S 00 deg 05' 30" W 70.99 feet to the southeasterly corner of the herein described parcel; thence along lands of Marona, N 23 deg 36' 55" W 146.00 feet to the point or place of beginning.

BEING and intended to be all of that certain tract or parcel of land designated as 0.29 acre on map entitled "Map Showing Spagnola Subdivision" recorded at the Dutchess County Clerk's Office on April 5, 1998 as Filed Map # 10575.

BEING and intended to be a portion of lands described in a conveyance from Joseph J. Spagnola and Nancy de Copet Spagnola to Joseph J. Spagnola, Jr. by Deed dated December 30, 1991 and recorded at the Dutchess County Clerk's Office in Liber 1905 of Deeds at page 177.

CONTAINING 0.29 ACRE OF LAND

EXCEPTING AND RESERVING to the grantor, his lessees, heirs, successors and assigns, the following interests in the premises conveyed hereunder for the benefit of the contiguous lands retained by grantor as shown on the said Filed Map #10575 and lying easterly of the premises conveyed hereunder and depicted on said Map as 0.04 acres containing a 1 story metal diner structure:

1. An easement permitting the grantor, his lessees, heirs, successors and assigns, the right of ingress and egress from Franklin Avenue or along the southerly boundary of the lands retained by grantor for the purposes of performing maintenance and repair to any improvement located on the contiguous lands retained by grantor, and for access to the cellar entrance and stairway of the improvement located on said lands retained by grantor;
2. An easement permitting the continued existence of the cellar entrance and stairway as identified on said Map for the improvements on the said lands retained by grantor, provided however, that such entrance and stairway may not be expanded or enlarged, but may be improved or repaired; and
3. An irrevocable license to use one (1) parking space located on the premises conveyed hereunder for the benefit of the said contiguous lands

CONDRELY, DAITMANS AND RAPLEYA • ATTORNEYS AND COUNSELORS AT LAW
15 WALL STREET • YONKERS, NEW YORK 10591 • (914) 861-1140

retained by grantor. Said space shall be the easterly most space of the three (3) spaces immediately south of the contiguous lands retained by the grantor, and shall be no larger than a parking space as provided by the Code of the Village of Millbrook, County of Dutchess.

SUBJECT to utility easements of record.

The premises are not in an agricultural district.

The premises are entirely owned by the transferors.

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS)

On the 7th day of June, 1998, before me personally came Joseph G. Spagnola, Sr. to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

[Signature]
Notary Public

ALLAN B. RAPPLEVEA
NOTARY PUBLIC, State of New York
No. RA-5008740
Qualified in Dutchess County
Commission Expires Feb. 16, 1999

Tax Identification number: 20-5765-10-395066-00
Town of Washington
County of Dutchess
State of New York

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