

TOWN OF NORTH EAST PLANNING BOARD
North East Town Hall
19 North Maple Avenue
PO Box 516
Millerton, NY 12546
518-789-3300 x608

File #: _____

AGRICULTURAL DATA STATEMENT

In accordance with Section 283-a of the New York State Town Law, the Town of North East will use the data in this statement to assist in evaluating the impacts of proposed development projects on farm operations in Agricultural Use Districts.

The Planning Board shall mail this Agricultural Data Statement to the Dutchess County Farmland Preservation Board, as well as owners of land as identified below. The cost of mailing this notice shall be borne by the applicant.

Name of Applicant: David Lieberman by Hilarie L. Thomas, Esq.

Mailing Address: Downey, Haab & Murphy PLLC
P.O. Box 663, Millerton, NY 12546

Phone Number: 518-789-4442

Project Location: 399 Smithfield Road, Millerton, NY 12546

Tax Parcel Grid Number: 7069-00-458638
(section) (block) (lot)

Number of total acres involved with the project: 90.77

Description of the proposed project: Minor Subdivision to create two parcels.
Lot 2A will remain in agriculture w/approx. 70.77 acres farmed. Lot 2B will remain in
agriculture to the extent that it is currently being farmed.

Is any portion of the subject site currently being farmed?
 YES NO If so, how many acres? approx. 86 +/- acres

Give a brief description of current agricultural activities on the site:
There is a currently an agriculture lease with McEnroe Farms. The property
will remain in agriculture post-subdivision.

Identify who is farming the subject site: McEnroe Organic Farm,
194 Coleman Station Rd., Millerton, NY 12546

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AGRICULTURAL DATA STATEMENT**

Does this person OWN or RENT the land. (Please check only one.)

The slope of this site is ROLLING STEEP FLAT

Indicate what the intentions are for use of the remainder of the property:

The intention is to keep to maintain the current level of farming
on the property.

Who will maintain the remainder of the property not being used for this development? If leased, please provide a copy of the lease.

Remainder of property to be maintained by David Lieberman

Other Project Information: (include information about the existing land cover of the site, any known impacts on existing storm-water drainage (including field tiles), any soil conservation efforts, or other significant plant materials)

The property will remain as currently situated there are no impacts anticipated by the creation of two parcels.

Include a copy of the original parcel from the Town of North East's Tax Maps including the names of the adjacent farm owners. Identify the site of this application by placing an "X" on the site.

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**FOR TOWN OF NORTH EAST PLANNING BOARD USE ONLY**

Has this Agricultural Data Statement been referred to the County Planning Agency?

YES  NO

If YES, date of Referral: \_\_\_\_\_

County Referral Number: \_\_\_\_\_

If NO, reason: \_\_\_\_\_

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

\_\_\_\_\_  
Town of North East Planning Board

2018

## Agricultural Lease Agreement

This Agricultural Lease Agreement effective as of the 1st day of February, 2018 between McEnroe Organic Farm having an office at 194 Coleman Station Road, Millerton, New York ("McEnroe Organic") and Alan Honor, 399 Smithfield, Millerton, New York an Owner of real property in Agricultural District 21, in the Town of North East, Dutchess County, New York (hereinafter "Owner").

This Agricultural Lease Agreement shall have a minimum term of five years and shall be extended thereafter from year to year until either McEnroe Organic or any one or several Owner affirmatively elect to terminate his participation in this Agricultural Lease Agreement.

The following tax parcels are owned by the Owner:

| <u>Tax Parcel</u> | <u>Owner</u> |
|-------------------|--------------|
| 7069-00-463693    | Alan Honor   |

McEnroe Organic will pay Owner on or about February 1<sup>st</sup> of each year the sum equivalent to \$50.00 per acre of land used for agricultural purposes by McEnroe.

Owner consents to the use of <sup>86.5</sup>~~74~~ acres of unimproved real property consisting of open fields on the west side of County Route 5 for farm operations with McEnroe Organic providing all personnel and equipment to conduct farm operations on the 74 acres located on the tax parcel identified in this agreement.

Owner may be entitled to farm exemption valuations under the Agriculture and Markets Law ("A&M") and The Real Property Tax Law ("RPTL") as a result of McEnroe Organic's use of the parcels for agricultural purposes. McEnroe Organic agrees that it will execute any document and assist in the obtaining of said exemptions upon request of the Owner. Owner may apply for an agricultural exemption under the A&M Law for its parcel.

McEnroe Organic shall not assign it rights under the Agricultural Lease Agreement to any person or persons nor sublet any part of the real estate for any purpose without the written consent of the Owner, which consent will not be unreasonably withheld if the assignee's purpose is for organic agricultural purposes and the assignee is financially responsible.

McEnroe Organic shall vacate the land at the expiration of the term of this Agricultural Lease Agreement, leaving it in clean condition to disc and level the land. Owner may sooner terminate its participation but in the event of a termination subject to seasonal agricultural activities being conducted by McEnroe Organic which McEnroe Organic may continue until the end of those seasonal activities, whether harvesting crops, pasturing livestock, or the like.

No soil shall be removed from the property without permission of the Owner.

McEnroe Organic agrees to use the parcels solely for organic agricultural purposes.

The term organic shall be construed to be that in accordance with the standards of N.O.F.A NY-LLC or any successor organic farming organization.

McEnroe Organic its agents, servants and/or employees hereby release and agree not to make or bring any claim of any kind against Owner for any injury, disability, death or damages whether arising from anyone's negligence or not, or any other cause arising out of its activities on the parcels of the Owner. McEnroe Organic further agrees that if any agent, servant, employee or other person on the Owner's parcel for the benefit of McEnroe Organic, makes any claim because of injury, disability or death, or damage against Owner, McEnroe Organic will hold Owner harmless from and against all claims, and further agrees to indemnify Owner against all damages, costs or expenses, including but not limited to attorneys' fees. McEnroe Organic also further agrees that it will indemnify and save the Owner harmless from and against any and all injury, loss or damages and any and all claims for injury, loss or damages of whatever nature caused by, resulting from or claimed to have been caused by or to have resulted from, any act, omission of McEnroe Organic or anyone claiming under or through the McEnroe Organic, no matter how occurring.

In the event of the death of the Owner during the term of the same, the provisions of this Agricultural Lease Agreement shall be binding on the heirs, executors, administrators and assigns.

The Agricultural Lease Agreement shall be construed in such a manner as to afford to the Owner the right to an agricultural value assessment as provided by Article of the Agriculture and Markets Law and the regulations thereunder and shall be subject to reformation to meet the requirements of that law if not in conformity with the standards of that law.

This agreement may be signed in one or several counterparts and the counterparts together shall consist of one agreement. A facsimile signature shall be deemed an original.

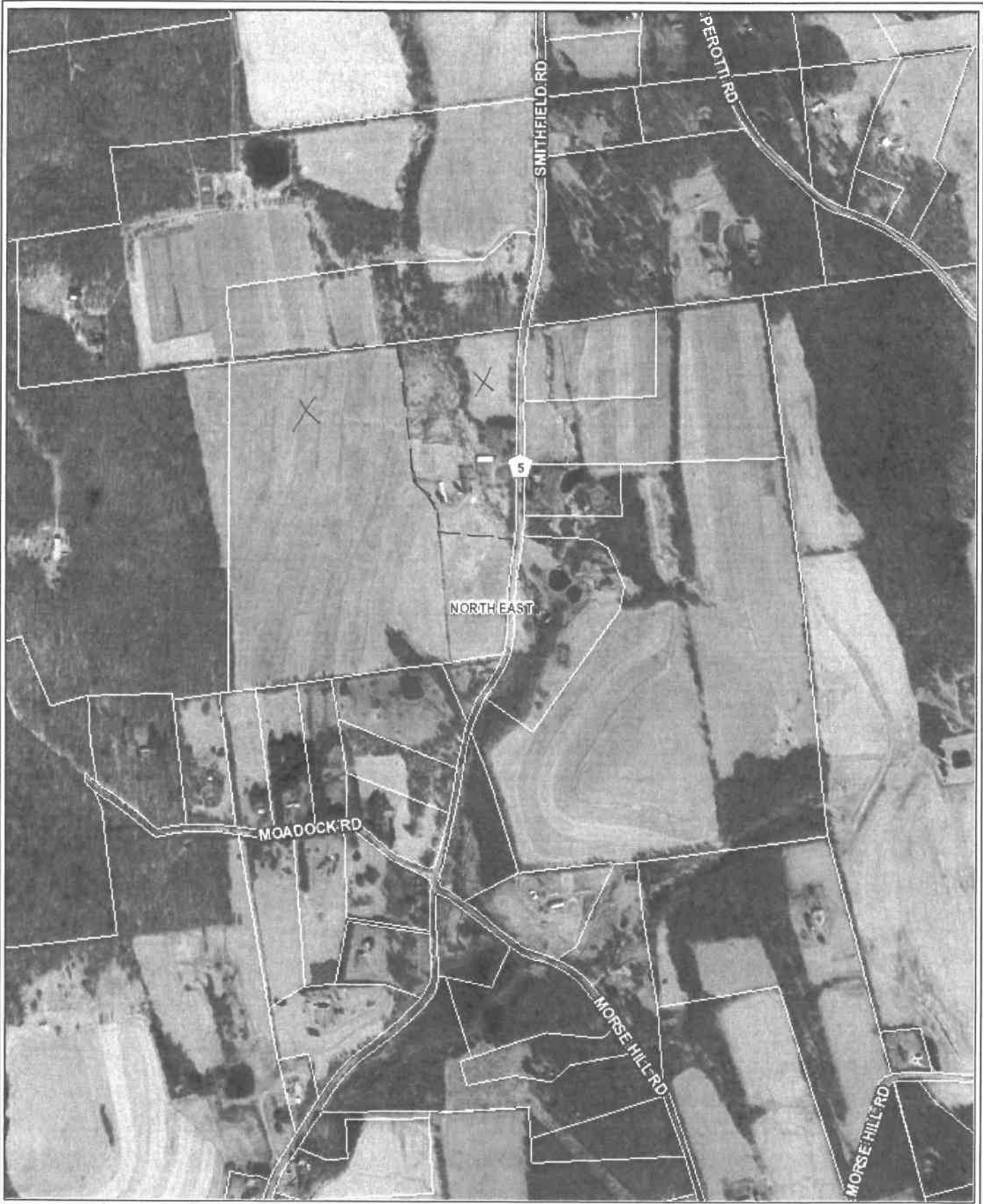
McEnroe Organic Farm



Alan Hondt



Erich McEnroe

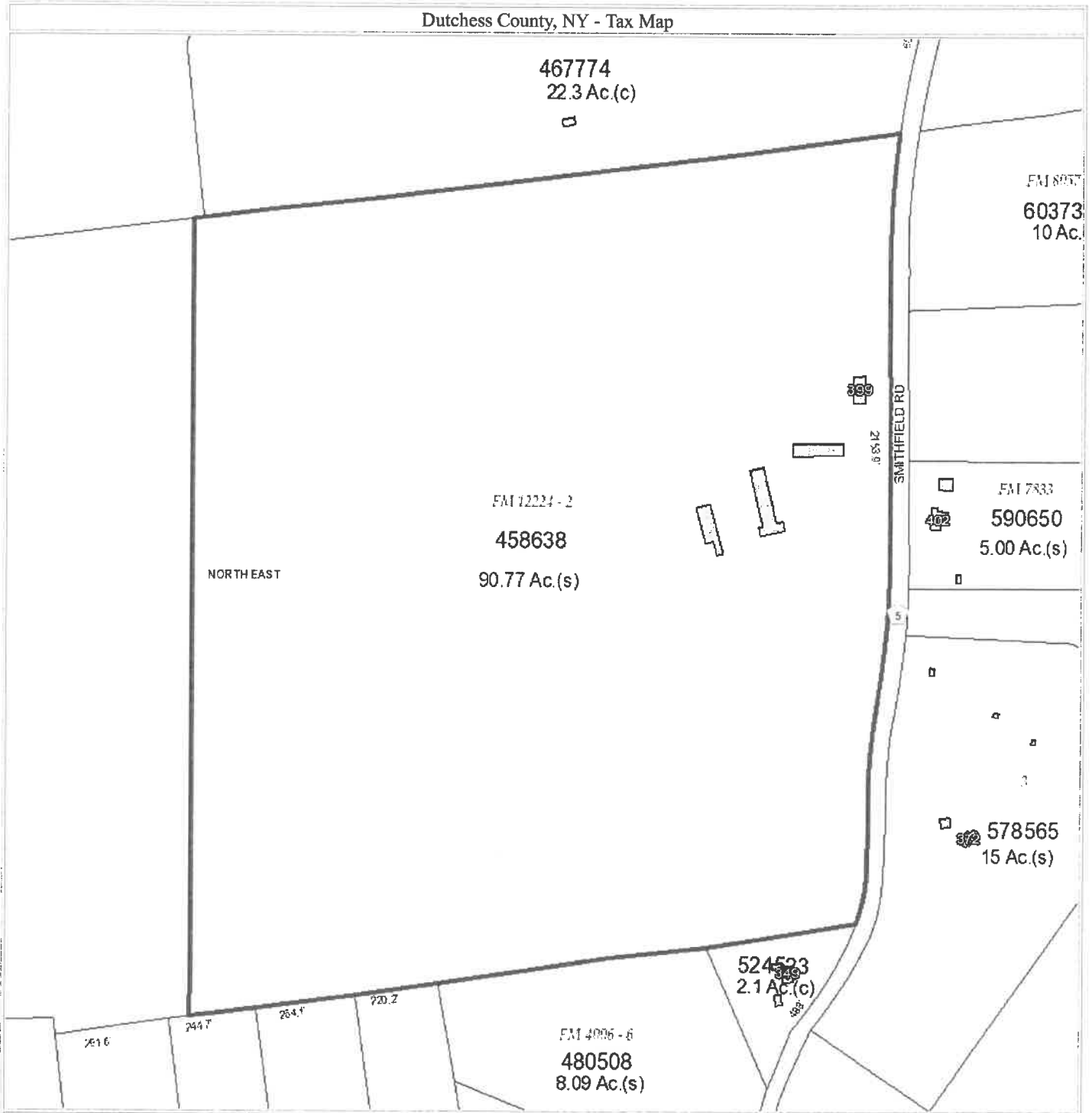


**Honour Farm Minor Subdivision**  
Town of North East - Dutchess County, NY

Printed by:  
Hilrie L. Thomas  
0 480 960 ft



Dutchess County, NY - Tax Map



**ParcelAccess**  
 Dutchess County, NY  
 Print date: 8/24/2021

Parcel Grid #: 13388900706900004586380000  
 Municipality: Northeast

This map is provided as a service of the Dutchess County's Internet ParcelAccess. Absolutely no accuracy or completeness guarantee is implied or intended.