Exhibit VIII.C.1.a Address, legal description, maps, book and page numbers from the appropriate registry of deeds for the location of the Applicant's gaming facility.

The gaming facility and other amenities to be constructed by the Applicant are on land (the "Land") located at Stewart Airport, New Windsor, NY. The property was deeded to the Town from the United States of America in 1999. Certain roadways have been licensed to the State Department of Transportation in 1997 for improvements, which were completed in 2001. The DOT now owns and maintains these roadways. Some of the roadways within the Land will be abandoned by the Lessor in accordance with the master plan for the site.

The Land consists of approximately 140 acres. In addition to the metes and bounds description in the Deed, section, block and lots are listed in Table VIII.C.1.a. The Land is leased pursuant to that certain Lease Agreement between the Applicant and the Town of new Windsor dated May 29, 2014. The Lease Agreement is attached as Exhibit VIII.C.2.b.

Copies of the deed from the United States of America to the Town of new Windsor (1999) as well as the license to the State Department of Transportation from the Secretary of the Army (US) for certain ingress and egress over roadways at Stewart Army Subpost (1996) are attached as Exhibit VIII.C.1.a.-1.

Refer to the table below for location of the specific parcels as noted in the Town of New Windsor Legal Registry.

New Windsor Parcel Inventory

Property Tax ID Number	Street / Location	Acres	Section	Block	Lot
334800.003.000-0001-066.00	Airport Center Dr & Hudson Valley Ave	10.6	3	1	66.00
334800.091.000-0001-016.00	International Blvd & World Trade Way	9.7	91	1	16.00
334800.091.000-0001-019.00	International Blvd & World Trade Way	5	91	1	19.00
334800.091.000-0001-020.00	International Blvd & Breuning Rd	9.5	91	1	20.00
334800.003.000-0001-051.00	Airport Center Dr AKA World Trade Way	5.4	3	1	51.00
334800.003.000-0001-050.32	Hudson Valley Ave & Ave of Americas	32.7	3	1	50.32
334800.003.000-0001-067.00	Hudson Valley Avenue	12.6	3	1	67.00
334800.097.000-0002-072.00	Hudson Valley Ave & World Trade Way	23.15	97	2	72.00
334800.091.000-0001-014.20	International Blvd & World Trade Way	8.7	91	1	14.20
334800.091.000-0001-015.00	Bruenig Rd & International Blvd	5.9	91	1	15.00
334800.003.000-0001-055.22	Rt 207 & Avenue of the Americas	12	3	1	55.22
334800.091.000-0001-021.00	Sue Kelly Ave & Airport Center Dr	1.6	91	1	21.00
	Abandoned Roadways Estimated	3.1			
Town of New Windsor Total		**140**			

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

United States of America
Secretary of the Army
TO
Town of New Windsor

SECTION 90 3 BLOCK 1 LOT 1.11-1

RD33-

RECORD AND RETURN TO:
(Name and Address)

ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR
555 UNION AVENUE
NEW WINDSOR, N.Y. 12553

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED / MORTGAGE ____ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

PROPERTY LOCATION

___ 19 BLOOMING GROVE (TN)
___ 2001 WASHINGTONVILLE (VLG)
___ 2289 CHESTER (TN)
___ 2201 CHESTER (VLG)
___ 2489 CORNWALL (TN)
___ 2401 CORNWALL (VLG)
___ 2600 CRAWFORD (TN)
___ 2800 DEERPARK (TN)
___ 3089 GOSHEN (TN)
___ 3001 GOSHEN (VLG)
___ 3003 FLORIDA (VLG)
___ 3005 CHESTER (VLG)
___ 3200 GREENVILLE (TN)
___ 3489 HAMPTONBURGH (TN)
___ 3401 MAYBROOK (VLG)
___ 3989 HIGHLANDS (TN)
___ 3601 HIGHLAND FALLS (VLG)
___ 3889 MINISINK (TN)
___ 3801 UNIONVILLE (VLG)
___ 4089 MONROE (TN)
___ 4001 MONROE (VLG)
___ 4003 HARRIMAN (VLG)
___ 4005 KIRYAS JOEL (VLG)
___ 4289 MONTGOMERY (TN)
___ 4201 MAYBROOK (VLG)
___ 4203 MONTGOMERY (VLG)
___ 4205 WALDEN (VLG)
___ 4489 MOUNT HOPE (TN)
___ 4401 OTISVILLE (VLG)
___ 4600 NEWBURGH (TN)
✓ 4800 NEW WINDSOR (TN)
___ 5089 TUXEDO (TN)
___ 5001 TUXEDO PARK (VLG)
___ 5200 WALLKILL (TN)
___ 5489 WARWICK (TN)
___ 5401 FLORIDA (VLG)
___ 5403 GREENWOOD LAKE (VLG)
___ 5405 WARWICK (VLG)
___ 5600 WAWAYANDA (TN)
___ 5889 WOODBURY (TN)
___ 5801 HARRIMAN (VLG)

CITIES

___ 0900 MIDDLETOWN
___ 1100 NEWBURGH
___ 1300 PORT JERVIS

___ 9999 HOLD

NO. PAGES 129 CROSS REF ____
CERT. COPY ____ AFFT. ____

PAYMENT TYPE: CHECK ____
CASH ____
CHARGE /
NO FEE ____

CONSIDERATION $ ____
TAX EXEMPT ____

MORTGAGE AMT $ ____
DATE 11-1-99

MORTGAGE TYPE:

___ (A) COMMERCIAL
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000.
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR.UNION
___ (J) NAT.PER-CR.UNI OR 2
___ (K) CONDO

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: Hardenburgh

LIBER 5189 PAGE 161

LIBER 5189 PAGE 161
ORANGE COUNTY CLERKS OFFICE 65013 MLV
RECORDED/FILED 11/19/1999 04:00:44 PM
FEES 422.00 EDUCATION FUND 5.00
SERIAL NUMBER: 003840
DEED CNTL NO 66115 RE TAX .00

QUITCLAIM DEED

1. **THIS INDENTURE**, made this 1st day of November 1999, between the **UNITED STATES OF AMERICA**, (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (I&H), pursuant to delegation of authority from the **SECRETARY OF THE ARMY** (the "Army"), under and pursuant to the powers and authority contained in Public Law # 105-261, known as the Defense Department Fiscal Year 1999 Authorization Bill, Section 2845, entitled "Land Conveyance, Stewart Army Subpost, New Windsor, New York; as shown at Exhibit "1," attached hereto and made a part hereof, to the following," and the **TOWN OF NEW WINDSOR**, (the "GRANTEE"), a duly incorporated municipality, County of Orange, New York,

WITNESSETH:

2. **WHEREAS**, the property hereby conveyed by GRANTOR, now or formerly under the management and administration of the Department of the Army, is available for disposal and the execution of this Deed by the Deputy Assistant Secretary of the Army (Installations and Housing) has been heretofore authorized by the Secretary of the Army under General Order No. 10, dated August 11, 1997, and by June 22, 1999, approval on a Memorandum from the Assistant Secretary of the Army (Installations and Environment), dated 17 May 1999, effective June 25, 1999 to June 24, 2001, as shown at Exhibit "2," attached hereto and made a part hereof.

3. **WHEREAS**, the property hereby conveyed to the GRANTEE was acquired by the Secretary of the Army, acting on behalf of the Department of the Army, from the Secretary of the Air Force, acting on behalf of the Department of the Air Force, by Secretarial Memorandum dated June 30, 1971, May 30, 1972, and January 8, 1973, pursuant to Title 10, United States Code, Section 2571 (a).

4. **WHEREAS**, by the acceptance of this Deed or any rights hereunder, the GRANTEE for itself, its assigns or successors, agrees that the conveyance of all real property under this instrument is accepted by the GRANTEE subject to the following restrictions set forth in subparagraphs (a) through (o) of this paragraph, which shall run with the land:

(a) That, the property conveyed by this instrument shall be used by the GRANTEE, or its designated representative(s), assigns, or successors for purposes of economic development for the use and benefit of the public, on fair and reasonable terms and without unjust discrimination. As used in this instrument, the term "property" shall be deemed to include all land, buildings, structures, improvements, facilities, equipment, and personal property found on the premises at the time of conveyance.

(b) That, all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined by the GRANTEE, its assigns or successor in function.

(c) That, in its use, development, improvement, or operation of the premises, the GRANTEE will not discriminate against any person or class of persons by reason of race, color, age, sex, handicap, national origin, or religion in the use of any of facilities provided for public use, benefit, or purpose.

(d) That, in its use, development, improvement, or operation of the premises subject to this conveyance under the terms and conditions contained in the aforesaid Public Law # 105-261, the GRANTEE will be responsible for compliance with the mandates of any and all Federal, State, County, or Municipal laws and regulations applicable thereto, necessary to protect public health, safety, and the environment.

(e) The GRANTEE, its assigns or successors, acknowledges that it shall neither sell, transfer, lease or sublease nor grant any interest, privilege, license or permit whatsoever in the premises or portion(s) thereof, without, as applicable, the inclusion of environmental protection provisions contained in the sections entitled, Notice of the Presence of Lead-Based Paint and Covenant and Notice of the Presence of Asbestos and Covenant.

(f) That, the GRANTEE shall provide, as necessary or applicable, connections to local storm drainage and wastewater collection and sewage treatment systems for all existing and future improvements on lands of the United States of America remaining under management of the Department of Navy, United States Marine Corps, and Department of the Army, 77th Regional Support Command, or its assigns or successors.

(g) That, the GRANTEE shall provide potable water, storm drainage, wastewater collection and sewage treatment service to lands of the United States of America, now or formerly known as Stewart Army Subpost and remaining under management of the Department of Navy, United States Marine Corps and Department of the Army, 77th Regional Support Command, its assigns or successors, at a rate(s) which is/are no less favorable to the federal government than that paid by other users in the same water and sewer district, as established by the appropriate State, County, City, or Municipal regulatory authority.

(h) That, the GRANTEE shall acquire Buildings 2604 and 2620, water pumping stations; Building 2618, a water treatment plant facility; outdoor water reservoir; water distribution lines and appurtenances thereto, and rights of use to the Water Tap and improvements thereto, from Building 2604 to the Northern Catskill Aqueduct, to include the withdrawal of water therefrom, pursuant to government lease terms and agreements, between the Secretary of the Army, State of New York acting by and through its Department of Transportation, and Town of New Windsor, respectively, as shown at Exhibits "3" and "4," attached hereto and made a part hereof. In fulfillment of the aforesaid government lease terms and agreements, the GRANTOR agrees to comply with reasonable requests to facilitate the GRANTEE's agreement with the City of New York to utilize the existing Water Tap, as specified and provided in Water Contract No. W-1097-eng-2917, dated June 30, 1942, shown at Exhibit "5," attached hereto and made a part hereof, and the drawing of water from the Northern Catskill Aqueduct. For its part, the GRANTEE agrees to initiate discussion with the City of New York and use reasonable efforts in an attempt to reach an agreement with the City of New York and execute the same for the use of the stated Water Tap and the drawing of water from the Northern Catskill Aqueduct.

(i) The GRANTEE does hereby release the United States of America, and will take whatever action which may be required or necessary to assure the complete release of the United States of America from any and all liability covering the restoration or other damage(s) under any lease, license, permit, easement or other agreement covering the use by the United States of America of the Stewart Army Subpost, or part thereof, owned, controlled or operated by the GRANTEE, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used.

(j) That, whenever so requested by the Federal Aviation Administration, the GRANTEE will furnish without cost to the United States of America, for construction, operation and/or maintenance of facilities for air traffic control, weather reporting, or communication activities related thereto, such area of property described herein at Exhibit "6," attached hereto and made a part hereof.

(k) It is acknowledged and agreed by the GRANTEE, that the GRANTOR shall convey all buildings, utilities, roads, facilities, structures, other improvements and appurtenances thereto, and land contained within the property to be acquired by the GRANTEE as shown at Exhibit "7," attached hereto and made a part hereof, in an "as-is" condition and that the GRANTOR shall remove, as applicable, installed building equipment and any or all equipment in place as it shall deem necessary prior to any transfer, provided however, that any such property which is not removed by the GRANTOR shall become the property of the GRANTEE, and the GRANTEE shall hold the GRANTOR, its assigns or successors, hold harmless from any and all claim or claims resulting from the transfer of such property.

(l) Upon the transfer of property from the GRANTOR to the GRANTEE, the GRANTEE shall assume liability for any contribution to aid in construction, maintenance, or repair costs that may be determined at a later date and any other tax liabilities that the same may incur or prescribe under the laws of the State of New York and municipality of New Windsor in connection with this Deed.

(m) The GRANTOR reserves the rights of ingress and egress to selected properties transferred after the effective date of this Deed, as may be necessary or applicable, to undertake any un-completed building demolition activities in the Stewart Gardens Family Housing Area and Sixth Street and environmental remediation activities pertaining to the testing, mitigation, closure, removal, and/or disposal of known underground fuel storage tanks, including associated appurtenances thereto in accordance with federal, state, and local environmental laws and regulations, which at the time of preparation of this Deed includes, but is not necessarily limited to, ingress and egress rights to Parcel 22 and Buildings 1300, 2308, 2602, 2611, 2613, 2614, 2615, 2616, and 2617 and immediate vicinities thereto.

(n) The GRANTOR acknowledges that with the concurrence of the GRANTEE, it petitioned the State of New York to provide written concurrence for the retrocession of exclusive legislative jurisdiction over lands now or formerly Stewart Army Subpost, to include those government lands which shall remain under the management of the Department of the Army, 77th Regional Support Command and Department of the Navy, United States Marine Corps, or its assigns or successors, as necessary to provide local municipal services to those parcels of government property remaining after the divestiture of Stewart Army Subpost. That the State of New York approved the aforementioned retrocession during the week ending 10 September 1999, as shown at Exhibit "8," attached hereto and made a part hereof and a copy of the final approved retrocession action will/has been furnished to the Town of New Windsor.

(o) The GRANTEE acknowledges that it shall provide or cause to be provided fire, police, emergency medical response, garbage and recycling collection and removal services, and maintain and repair associated streets, as applicable, to lands it shall acquire under this Deed and to those lands of the United States of America which shall remain under the management of the Department of the Army, 77th Regional Support Command, and Department of the Navy, United States Marine Corps, or its assigns or successors, which will be provided by mutual agreement between GRANTEE and GRANTOR, and the GRANTEE shall provide such services at prevailing costs, as applicable or excepted by federal law, that are no more than that charged other customers within respective areas of service responsibility(s).

5. NOW THEREFORE, the GRANTOR, for and in consideration of the assumption by the GRANTEE of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by, and its agreement to, certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released and forever quitclaim to the GRANTEE and assigns, under and subject to the reservations, restrictions, conditions and exceptions, all as hereinafter expressed and set out, all right, title, interest, claim and demand which the GRANTOR has in and to that certain property situate, lying and being in the Town of New Windsor, County of Orange, in the State of New York, the property shown at Exhibit "9," attached hereto and made a part hereof, consisting of seven (7) parcels of land comprising approximately two hundred sixty three and eighty-six one hundredth (263.86) acres, now or formerly known as the Stewart Army Subpost, and further identified as Parcels 20, 21, 21-A, 21-B, 21-C1, 21-C2, and 22, described below.

PARCEL 20

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Army Subpost situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point marked by a survey iron found in the easterly line of Bruenig Road, said point being distant 4,600.73' as measured along the easterly line of Bruenig Road on a course N 20° 39' 47" W from its intersection with the northerly line of State Highway Route 207 and running; thence

1. Along the easterly line of Bruenig Road in a northerly direction N20° 39' 47" W 108.00' to a point on lands now or formerly owned by the State of New York, Metropolitan Transportation Authority and managed by the New York State Department of Transportation; thence

The following courses and distances along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation:

2. N 69° 20' 13" E 177.00' to a point; thence

3. S 20° 39' 47" E 108.00' to a point; thence

4. S 69° 20' 13" W 177.00' to the **BEGINNING POINT.**

Containing 19,116 Square Feet or 0.44 Acre

PARCEL 21

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Army Subpost situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point marked by an iron pin found in the northerly line of New York State Highway Route 207 (Little Britain Road), said point being the division line between lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation on the east and lands now or formerly owned by the United States of America on the west, being a portion of Liber 1973, Page 174; also being distant the following courses and distances as measured along the northerly line of State Highway Route 207 from its intersection with the westerly line of Bruenig Road (namely): S 33° 31' 30" W 98.36'; S 51° 33' 00" W 213.84'; S 32° 06' 50" W 16.12'; S 56° 10' 20" W 243.73'; S 56° 40' 30" W 204.44'; S 30° 38' 00" W 44.17,' and running; thence

The following courses and distances along the northerly line of State Highway Route 207:

1. S 80° 38' 00" W 52.48' to a point; thence

2. S 79° 27' 40" W 119.30' to a point; thence

3. S 70° 37' 30" W 122.51' to a point; thence

4. S 53° 45' 10" W 119.24' to a point; thence

5. S 81° 48' 00" W 344.35' to a point; thence

6. N 86° 39' 40" W 289.07' to a point in a stone wall in a cemetery parcel, a portion of Liber 133, Page 102; thence

The following courses and distances along a cemetery and a stone wall:

7. N 08° 25' 10" E 219.15' to a point; thence

8. N 85° 51' 30" W 222.80' to a point; thence

9. S 02° 37' 30" W 119.84' to a concrete post found in lands now or formerly the Northern Catskill Aqueduct; thence

10. Along the Northern Catskill Aqueduct, N 64° 02' 00" W 39.42' to a point; thence

11. Still along the aforementioned course, N 54° 39' 20" W 825.23' to a point in or near the line of Jackson Avenue; thence

12. Partially through Jackson Avenue, N 12° 33' 00" W 588.12' to a point in or near the line of Jackson Avenue; thence

The following courses and distances along the easterly line of Jackson Avenue and lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation:

13. N 34° 48' 00" W 370.91' to a point; thence

14. N 36° 20' 30" W 490.12' to a point; thence

15. N 27° 29' 50" W 313.12' to a point; thence

16. N 16° 26' 00" W 91.34' to a point; thence

17. N 14° 12' 10" W 490.41' to a point; thence

18. N 12° 05' 40" W 102.52' to a point; thence

19. N 11° 07' 20" W 180.76' to a point; thence

20. N 11° 33' 20" W 415.41' to a point; thence

21. N 11° 54' 50" W 212.81' to a point; thence

22. N 25° 39' 10" W 381.74' to a point; thence

23. N 04° 30' 00" E 185.00' to a point; thence

24. N 15° 44' 00" E 924.30' to a point of curve; thence

25. On a curve to the left having a radius 239.77' and arc length of 226.81' to a point of tangency; thence

26. N 38° 28' 00" W 221.21' to a point; thence

27. N 03° 36' 20" E 108.12' to a point; thence

28. N 00° 08' 20" E 95.82' to a point; thence

29. N 27° 16' 30" W 132.11' to a point; thence

30. N 10° 34' 00" W 87.12' to a point; thence

31. N 22° 26' 00" E 54.15' to a point; thence

The following courses and distances along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation:

32. Crossing Jackson Avenue in a westerly direction, N 56° 51' 32" W 346.21' to a point; thence

33. N 71° 13' 25" W 149.37' to a point; thence

34. N 15° 26' 54" E 198.62' to a point in the southerly line of "A" Street; thence

The following courses and distances along the southerly line of "A" Street, along lands of Army Reserve Parcel "1" being a portion of lands now or formerly known as Stewart Army Subpost, and also being partially along and one-foot south of the existing pavement and the back of the existing curb line:

35. S 72° 20' 23" E 10.00' to a point; thence

36. S 65° 56' 20" E 133.13' to a point; thence

37. S 65° 30' 50" E 206.40' to a point; thence

38. S 67° 30' 28" E 183.89' to a point; thence

39. S 77° 47' 00" E 228.16' to a point in the easterly line of Sixth Street and Army Reserve Parcel "2," being a portion of lands now or formerly known as Stewart Army Subpost; thence

40. Along the easterly line of Sixth Street and Army Reserve Parcel "2," being a portion of lands now or formerly known as Stewart Army Subpost, S 04° 12' 39" E 548.73' to a point of curve; thence

41. Still along the aforementioned on a curve to the right having a radius of 825.01' and an arc length of 144.05' to a point in the southerly line of "B" Street; thence

42. Along the southerly line of "B" Street and Army Reserve Parcel "2," being a portion of lands now or formerly known as Stewart Army Subpost, S 74° 33' 10" E 308.76' to a point in lands now or formerly Army Reserve Parcel "3;" being a portion of lands now or formerly known as Stewart Army Subpost; thence

43. Along lands of Army Reserve Parcel "3," being a portion of lands now or formerly known as Stewart Army Subpost, S 15° 21' 12" W 367.46' to a point; thence

44. Still along the aforementioned, S 73° 17' 40" E 596.38' to a point in the westerly R.O.W. line of Fifth Street; thence

45. Through Fifth Street, S 74° 40' 00" E 45.26' to a point in the back of an existing curb line; thence

46. Still along Army Reserve Parcel "3," being a portion of lands now or formerly known as Stewart Army Subpost, and partially along the back of an existing curb line on the easterly line of Fifth Street, N 15° 21' 38" E 432.02' to a point; thence

47. Along United States Marine Corps Parcels "1" and "2," being a portion of lands now or formerly known as Stewart Army Subpost, and being the northerly line of "B" Street (60'-wide R.O.W.), S 74° 39' 10" E 925.16' to a point in the westerly line of Bruenig Road; thence

48. Along the westerly line of Bruenig Road, S 20° 39' 47" E 2,084.05' to a survey iron found in the southerly line of "D" Street and lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation; thence

The following courses and distances along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation:

49. Along the southerly line of "D" Street, N 55° 51' 45" W 184.94' to a survey iron found; thence

50. S 06° 55' 46" E 374.20' to a point; thence

51. S 83° 47' 44" W 235.02' to a point in the easterly line of "Y" Street; thence

52. Along the easterly line of "Y" Street, S 06° 02' 00" E 1,084.25' to a point; thence

53. N 82° 29' 02" E 104.68' to a point; thence

54. S 68° 45' 15" E 98.39' to a survey iron found; thence

55. S 13° 01' 01" E 519.55' to a survey iron found; thence

56. N 71° 46' 18" E 85.02' to a survey iron found; thence

57. S 18° 13' 42" E 27.00' to a survey iron found; thence

58. S 71° 46' 18" W 87.48' to a survey iron found; thence

59. S 13° 01' 01" E 166.30' to a point; thence

60. S 12° 12' 37" E 381.47' to a point; thence

61. S 01° 48' 23" E 320.84' to the **BEGINNING POINT.**

Containing 254.12 acres

PARCEL 21-A

All that plot, piece, or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

Beginning at a point in the northerly line of "A" Street, said point being in the division line between lands now or formerly Army Reserve Parcel "1," being a portion of lands now or formerly known as Stewart Army Subpost, on the west, lands now or formerly Army Reserve Parcel "2," being a portion of lands now or formerly known as Stewart Army Subpost, on the south, and lands to be conveyed to the Town of New Windsor on the east, said point also being distant the following courses and distances as measured along the northerly line of "A" Street, namely: S 77° 47' 00" E 27.95'; S 77° 49' 00" E 283.59', from the Beginning Point of Army Reserve Parcels "2" and "3," being a portion of lands now or formerly known as Stewart Army Subpost, and running; thence

1. Along Army Reserve Parcel "1," being a portion of lands now or formerly known as Stewart Army Subpost, N 25° 04' 48" E 377.10' to a survey iron found in Parcel 22, being a portion of lands now or formerly known as Stewart Army Subpost; thence

2. Along Parcel 22, S 64° 15' 18" E 33.18' to a survey iron found; thence

The following courses and distances along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation:

1. S 12° 11' 01" W 291.35' to a point; thence

2. N 77° 49' 00" E 83.00' to a point; thence

3. S 12° 11' 01" W 59.82' to a point; thence

4. Along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation and Parcel 22, being a portion of lands now or formerly known as Stewart Army Subpost on a course S 77°49' 00" E, through a survey iron found at 133.90' and a survey iron found at 57.00', respectively, for a total distance of 685.28' to a point; thence

5. On a course S 15° 20' 20" W a distance of 23.83' to a point in the northerly line of "A" Street; thence

The following courses and distances along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation:

6. N 69°31' 21" W 64.59' to a point; thence

7. N 74° 19' 50" W 77.25' to a point; thence

8. N 77° 08' 39" W 96.91' to a point; thence

9. N 77°49' 00" W 645.46' to the BEGINNING POINT.

Containing 39,804 Square Feet or 0.91 ACRE

PARCEL 21-B

All that plot, piece, or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, New York, bounded and described as follows:

Beginning at a point in the northerly line of "B" Street; said point being in the division line between lands now or formerly United States Marine Corps Parcel "2" on the north and lands to be conveyed to the Town of New Windsor on the south, said point also being the terminus of a curve connecting the easterly line of Fourth Street with the northerly line of "B" Street and running thence

1. N 74° 39' 10" W 100.00' to a point of curve in lands now or formerly United States Marine Corps Parcel "1"; thence

Along United States Marine Corps Parcel "1," the following courses and distances:

2. On a curve to the left having a radius of 20.00' and arc length 31.42' connecting the northerly line of "B" Street with the westerly line of Fourth Street; thence

3. N 15° 18' 55" E 500.62' to a point of curve; thence

4. On a curve to the left having a radius of 20.00' and arc length 26.98' to a point connecting the westerly line of Fourth Street with the northerly line of Bruenig Road; thence

5. Along the northerly line of Bruenig Road, S 61° 57' 17" E 29.04' to a point; thence

6. Along the westerly line of Bruenig Road, S 20° 39' 47" E 142.06' to a point of curve; thence

The following courses and distances along United States Marine Corps Parcel "2" and the easterly line of Fourth Street:

7. On a curve to the left having a radius of 20.00' and arc length 50.27' connecting the westerly side of Bruenig Road with the easterly line of Fourth Street; thence

8. S 15° 18' 55" W 387.07' to a point of curve; thence

9. On a curve to the left having a radius of 20.00' and arc length 31.41' to the BEGINNING POINT.

Containing 31,459 SF or 0.72 ACRE

PARCEL 21-C1

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Army Subpost situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point in the westerly line of Parcel 21 (260.08 acres), described as Town of New Windsor Land Acquisition, Parcel 21; said point being in the division line between lands now or formerly Northern Catskill Aqueduct on the south and lands to be conveyed to the Town of New Windsor on the north and running thence

1. Through Jackson Avenue, N 54° 39' 00" W 19.71' to its centerline; thence

2. Along the centerline of Jackson Avenue, N 06° 29' 00" W 103.04' to a point; thence

3. Still along the aforementioned, N 10° 23' 35" W 61.70' to a point of juncture common to Parcel 21-C2 and the herein described Parcel in the centerline of Jackson Avenue; thence

4. Through Jackson Avenue and along the westerly line of Parcel 21, S 12° 33' 00" E 178.74' to the BEGINNING POINT.

Containing 0.02 ACRE

PARCEL 21-C2

Beginning at a point of juncture in the centerline of Jackson Avenue between Parcel 21-C1 on the south and the herein described Parcel on the north; said point also being distant 178.74' as measured along the westerly line of Parcel 21 on a course N 12° 33' 00" W from the terminus point of the sixth course of Parcel 21, and running thence

The following courses and distances along the centerline of Jackson Avenue:

1. N 14° 51' 44" W 106.79' to a point; thence

2. N 15° 06' 42" W 91.83' to a point; thence

3. N 15° 18' 05" W 98.58' to a point; thence

4. N 16° 40' 15" W 83.01' to a point; thence

5. N 25° 49' 18" W 72.49' to a point; thence

6. N 34°38' 57" W 120.84' to a point; thence

7. N 34°44' 15" W 173.13' to a point; thence

8. N 39°09' 43" W 75.52' to a point; thence

9. N 39°12' 42" W 123.30' to a point; thence

10. N 37°06' 09" W 108.02' to a point; thence

11. N 35°27' 30" W 211.82' to a point; thence

12. N 28°10' 45" W 81.51' to a point; thence

13. N 25°48' 55" W 151.79' to a point; thence

14. N 25°37' 40" W 96.86' to a point; thence

15. N 17°15' 31" W 172.33' to a point; thence

16. N 13°19' 21" W 80.07' to a point; thence

17. N 11°49' 22" W 116.44' to a point; thence

18. N 13°30' 08" W 101.10' to a point; thence

19. N 11°35' 33" W 600.21' to a point; thence

20. N 10°18' 46" W 102.01' to a point; thence

21. N 10°15' 56" W 94.40' to a point; thence

22. N 11°01' 54" W 74.60' to a point; thence

23. N 15°28' 36" W 99.80' to a point; thence

24. N 18°32' 35" W 66.51' to a point; thence

25. N 23°18' 07" W 86.33' to a point; thence

26. N 26°59' 04" W 205.26' to a point; thence

27. N 22°46' 35" W 90.91' to a point; thence

28. N 11°39' 49" W 44.59' to a point; thence

29. N 03°57' 08" E 33.62' to a point; thence

30. N 09°33' 58" E 174.84' to a point; thence

31. N 10°26' 19" E 43.87' to a point; thence

32. N 13°49' 26" E 67.87' to a point; thence

33. N 16°44' 27" E 141.36' to a point; thence

34. N 14°28' 04" E 119.29' to a point; thence

35. N 17°13' 29" E 49.39' to a point; thence

36. N 15°42' 32" E 254.67' to a point; thence

37. N 16°10' 37" E 148.63' to a point; thence

38. On a curve to the left having a radius of 300.00' and arc length 276.33' to a point of tangency; thence

39. N 36°35' 55" W 112.21' to a point; thence

40. N 28°22' 12" W 44.30' to a point; thence

41. N 05°37' 48" W 67.31' to a point; thence

42. N 03°52' 48" E 69.27' to a point; thence

43. N 06°33' 52" W 72.25' to a point; thence

44. N 22°04' 01" W 62.15' to a point; thence

45. N 32°50' 48" W 42.10' to a point; thence

46. N 17°42' 56" W 55.96' to a point; thence

47. N 01°55' 56" W 39.44' to a point; thence

48. N 15°02' 20" E 78.55' to a point in Parcel 21; thence

49. Through Jackson Avenue, S 56°51' 32" E 11.41' to a point in Parcel 21, other lands to be conveyed to the Town of New Windsor; thence

The following courses and distances along the westerly line of Parcel 21:

50. S 22°26' 00" W 54.15' to a point; thence

51. S 10°34' 00" E 87.12' to a point; thence

52. S 27°16' 30" E 132.11' to a point; thence

53. S 00°08' 20" W 95.82' to a point; thence

54. S 03°36' 20" W 108.12' to a point; thence

55. S 38°28' 00" E 221.21' to a point; thence

56. On a curve to the right having a radius of 239.77' and arc length 226.81' to a point of tangency; thence

57. S 15°44' 00" W 924.30' to a point; thence

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58. S 04°30' 00" W 185.00' to a point; thence

59. S 25°39' 10" E 381.74' to a point; thence

60. S 11°54' 50" E 212.81' to a point; thence

61. S 11°33' 20" E 415.41' to a point; thence

62. S 11°07' 20" E 180.76' to a point; thence

63. S 12°05' 40" E 102.52' to a point; thence

64. S 14°12' 10" E 490.41' to a point; thence

65. S 16°26' 00" E 91.34' to a point; thence

66. S 27°29' 50" E 313.12' to a point; thence

67. S 36°20' 30" E 490.12' to a point; thence

68. S 34°48' 00" E 370.91' to a point; thence

69. S 12°33' 53" E 409.37' to the **BEGINNING POINT.**

Containing 3.04 ACRES

PARCEL 22

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Army Subpost situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point marked by a survey iron found in the northerly line of Parcel 21, being a portion of lands now or formerly known as Stewart Army Subpost, said point being in the division line in lands now or formerly owned by New York State and managed by the New York State Department of Transportation on the east, and lands to be conveyed to the Town of New Windsor on the west (Parcel 22), being a portion of lands now or formerly known as Stewart Army Subpost, and running; thence

(97-1-2)

1. Along the northerly line of Parcel 21, being a portion of lands now or formerly known as Stewart Army Subpost, N 77° 49' 00" W 57.00' to a survey iron found in lands now or formerly owned by New York State and managed by the New York State Department of Transportation; thence

2. Along lands now or formerly owned by New York State and managed by the New York State Department of Transportation, N 12° 11' 01" E 298.85' to a survey iron found; thence

3. Along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation and Parcel 21, being a portion of lands now or formerly known as Stewart Army Subpost, N 64° 15' 18" W passing through a survey iron found at 223.12' for a total distance of 256.30' to a survey iron found in lands now or formerly Army Reserve Parcel "1;" being a portion of lands now or formerly known as Stewart Army Subpost; thence

4. Along lands now or formerly Army Reserve Parcel "1;" being a portion of lands now or formerly known as Stewart Army Subpost, N 25° 04' 48" E 495.15' to a survey iron found in lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation; thence

The following courses and distances along lands now or formerly owned by the State of New York and managed by the New York State Department of Transportation;

5. S 64° 40' 07" E 401.42' to a survey iron found; thence

6. S 25° 35' 44" W passing through a survey iron found at 139.2' for a total distance of 291.03' to a survey iron found; thence

7. S 68° 38' 16" W 92.66' to a point; thence

8. N 77° 49' 00" W 1.81' to a point; thence

9. S 68° 45' 51" W 37.37' to a survey iron found; thence

10. S 20° 55' 20" W 115.36' to a survey iron found; thence

11. S 12° 11' 01" W 281.40' to the BEGINNING POINT.

Containing 4.61 acres

6. TO HAVE AND TO HOLD the aforesaid premises, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the GRANTOR, either in law or in equity and subject to the reservations, restrictions and conditions set forth in this instrument, to the only proper use, benefit and behalf of the GRANTEE, its successors and assigns forever.

And the GRANTOR does hereby covenant that it will forever warrant and defend all right, title, and interest in and to the aforesaid premises and the quiet and peaceable possession thereof unto the GRANTEE, its successors and assigns, subject to existing rights specified above, against acts and deeds of the GRANTOR and all and every person and persons whomsoever.

7. CERCLA NOTICE AND WARRANTY

Pursuant to Title 40, Code of Federal Regulations (CFR), Part 373.3 and Section 120 (h) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, (CERCLA) 42 United States Code (U.S.C.), Section 9620 (h), the GRANTOR has made a complete search of its records concerning the property subject to this Deed. Those records indicate that no hazardous substance(s), as defined by Section 101 (14) of CERCLA has been stored for one year or more, released, or disposed of on the affected property during the time the property was under management of the Department of the Army.

8. PETROLEUM PRODUCTS CONTAMINATION AND WARRANTY

Contamination from the past use of petroleum products on the property subject to conveyance, which are not considered a hazardous substance under CERCLA, was discovered adjacent to Building 2308, formerly used as a motor pool dispatch office and Building 2602, formerly used and known as the Stewart Army Subpost Community Club. Furthermore, an abandoned No. 2 fuel oil underground storage tank (UST)was discovered adjacent to Building 1300, formerly used as an administrative building.

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a. Notice of Petroleum Products/Contamination

Building 1300
Type of Petroleum Product: No. 2 Fuel Oil (from a former 1,000 gallon UST)
Quantity: Unknown
UST Registry Number: Not Applicable (UST under 1,100 gallons do not require registration)
RCRA Hazardous Waste Number: Not Applicable (affected petroleum product is not considered a hazardous waste)
Date of Release: Unknown (see subparagraph b(1), below)

Building 2308
Type of Petroleum Product: Gasoline (from a former 12,000 gallon UST)
Quantity: Unknown
UST Registry Number: Not Applicable (affected UST was closed by the Department of the Air Force prior to any established federal or state UST tank regulations)
RCRA Hazardous Waste Number: Not Applicable (affected petroleum product is not considered a hazardous waste)
Date of Release: Release was discovered by the Department of the Army on 16 October 1997 (see subparagraph b(2), below).

Building 2602
Type of Petroleum Product: No. 2 Fuel Oil (from a former 1,000 gallon UST)
Quantity: Unknown
UST Registry Number: Not Applicable (UST under 1,100 gallons do not require registration)
RCRA Hazardous Waste Number: Not Applicable (affected petroleum product is not considered a hazardous waste)
Date of Release: Release was discovered on 26 November 1997 during tank closure activities (see subparagraph b(3), below).

b. Remedial Action(s) Pertaining to Petroleum Products/Contamination

(1) As a result of investigations undertaken in the completion of a 1997 Environmental Baseline Study of the Stewart Army Subpost, an abandoned 1,000 gallon No. 2 fuel oil underground storage tank was discovered adjacent to Building 1300. Removal of the affected underground storage tank has been planned and programmed by the United States Military Academy. If a release of petroleum product is found, it will be reported to the NYSDEC and remedial actions will be conducted following a NYSDEC approved Remedial Action Plan. Under this circumstance, a site assessment/closure report will be prepared and submitted to the NYSDEC when the required mitigation is complete for consideration of a "No Further Action" determination by the NYSDEC. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the premises after the effective date of this instrument, to perform and complete any necessary testing, remedial actions, and site restoration activities in accordance with federal, state, and local environmental laws and regulations.

(2) During the conduct of a 1997 Environmental Baseline Study investigation of the Stewart Army Subpost, evidence of a former 12,000 gallon gasoline underground storage tank adjacent to Building 2308 was discovered. Upon discovery, a Geo-Probe subsurface investigation was undertaken on 16 October 1997 which indicated the presence of a release of petroleum product. A New State Department of Environmental Conservation approved Remedial Action Plan (RAP) to remove petroleum contaminated soil from the premises began in September 1998, in which approximately six hundred (600) tons of soil was removed from the site. Additional mitigation is required and the removal and disposal of the aforementioned 12,000 gallon gasoline underground storage tank has been planned and programmed by the United States Military Academy. A site assessment/closure report will be prepared and submitted to the New York State Department of Environmental Conservation (NYSDEC) when the aforementioned mitigation is complete for consideration of a "No Further Action" determination by the NYSDEC. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the

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premises after the effective date of this instrument, to perform and complete any necessary testing, remedial actions, removal, disposal, and site restoration activities in accordance with federal, state, and local environmental laws and regulations.

(3) During a November 1997 closure of a 1,000 gallon No. 2 fuel oil underground storage tank adjacent to Building 2602 petroleum product contamination was discovered. A New State Department of Environmental Conservation approved Remedial Action Plan (RAP) to remove petroleum contaminated soil from the premises was issued to the Department of the Army, United States Military Academy. The RAP has been planned and programmed at the time this instrument was prepared. Additional mitigation is required and the removal and disposal of the aforementioned 1,000 gallon underground storage tank has been planned and programmed by the United States Military Academy. A site assessment/closure report will be prepared and submitted to the New York State Department of Environmental Conservation (NYSDEC) when the aforementioned mitigation is complete for consideration of a "No Further Action" determination by the NYSDEC. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the premises after the effective date of this instrument, to perform and complete any necessary testing, remedial actions, and site restoration activities in accordance with federal, state, and local environmental laws and regulations.

c. Covenant Pertaining to Petroleum Products Contamination

(1) As to that petroleum contamination associated with the former Stewart Army Subpost and described herein as adjacent to Buildings 2308 and 2602, and any potential petroleum contamination adjacent to Building 1300, the GRANTOR covenants and warrants that it shall undertake necessary and appropriate remedial actions to ensure the protection of human health and the environment of the affected sites after the effective date of this instrument, as identified in the above-cited paragraph entitled, Remedial Action(s) Pertaining to Petroleum Products Contamination.

(2) As to the 275 gallon diesel underground storage tank with secondary containment, associated with the sewage pump station at Building 712, situated on lands owned by the State of New York and managed by the New York State Department of Transportation is utilized by the GRANTEE under easement provisions from the New York State Department of Transportation, as shown at Exhibit "10," attached hereto and made a part hereof. Unless the Town of New Windsor converts this pump station into a gravity-fed catch basin leading into the Town of New Windsor's sewage line on Bruenig Road, the GRANTOR, through the United States Military Academy, will remove the existing above-ground storage tank therein and close this tank in accordance with federal, state, and local environmental laws and regulations. This tank has no history of spill or other incident requiring the preparation and/or submittal of an environmental report of circumstance(s) to the New York State Department of Environmental Conservation.

9. Notice of Sewage Treatment Plant Closure, Stewart Army Subpost

a. The Department of the Army, through the United States Military Academy, will close the Stewart Army Subpost sewage treatment plant, situated within Parcel 22, after completion of a government-approved project by the Town of New Windsor to install a sewage pump station within Building 2210 and construction of a 1,200-foot, 16-inch sewage force main to redirect sewage flow to New Windsor's gravity-fed sewage line on Bruenig Road and ending at the Town sewage treatment plant on Ceasars Lane. Closure activities will be performed by the United States Military Academy and will consist of the following activities: (1) drainage of the sewage treatment plant's dosing tanks through its sand filter and final chlorine disinfection of the effluent prior to discharge out of the permitted outfall; (2) plugging of the outfall; (3) the transfer of all process wastewater upstream of the dosing tanks into the Town of New Windsor's pump station to be installed within Building 2210; (4) the movement of all sludge remaining in the plant's digesters, into the sludge drying beds, allowance for drying of the sludge; and disposal of sludge to an approved solid waste landfill and; (5) the washing down of all process tanks with water and the pumping of residual wastewater into the Town of New Windsor's proposed pump station within Building 2210. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the

premises after the effective date of this instrument, to perform and complete any necessary sewage treatment plant closure activities in accordance with federal, state, and local environmental laws and regulations.

b. The Department of the Army, through the United States Military Academy (USMA), shall resolve the issue of the sand filter beds at the Stewart Army Subpost sewage plant in the following manner: the USMA shall prepare a Beneficial Use Determination (BUD) Permit application for signature by the Town of New Windsor and approval by the New York State Department of Environmental Conservation (NYSDEC); the USMA shall provide laboratory analytical reports on the affected sand to support the BUD Permit process; the USMA shall assist the Town of New Windsor with any technical questions that may arise during the review of the BUD Permit by the NYSDEC; the USMA shall accompany the Town of New Windsor to an initial meeting at the NYSDEC regional office, New Paltz, New York to clarify the steps in the BUD Permit application process and timelines in order to expedite and ensure the issuance of a BUD Permit by the NYSDEC and; the USMA will assist the Town of New Windsor in the preparation of all documents and attend all pertinent meetings related to the application and issuance of a BUD Permit by the NYSDEC. For its part, the Town of New Windsor shall: define the location(s) where the affected sand will be used as fill in the development of property to be conveyed by this instrument to the Town of New Windsor; the Town of New Windsor shall sign the BUD Permit application and submit the same to the NYSDEC and; the Town of New Windsor shall attend an initial meeting at the NYSDEC regional office, New Paltz, New York to clarify the steps in the BUD Permit application process and timelines in order to expedite and ensure the issuance of a BUD Permit by the NYSDEC.

c. The Department of the Army, through the United States Military Academy, will drill holes and install drains in all open tanks at the Stewart Army Subpost sewage treatment plant to prevent water from accumulating in the affected tanks, which shall be accomplished as soon as the aforesaid sewage treatment plant is taken "off-line."

d. Should the NYSDEC not issue a BUD Permit to the Town of New Windsor, the Department of the Army, through the United States Military Academy, will be responsible for the removal and disposal of the affected sand and appurtenant materials within the sludge drying beds of the Stewart Army Subpost sewage treatment plant.

10. Notice of the Presence of Lead-Based Paint and Covenant

a. The GRANTEE covenants and agrees by its acceptance of this Deed, that any building, structure, or improvement which was constructed or rehabilitated on the premises prior to 1978, is presumed to contain lead-based paint ("LBP"). That lead from paint, paint chips, and dust can pose health hazards if not managed properly. That any or every purchaser of any interest in the real estate subject to conveyance as a result of this Deed which is used or occupied as residential real estate and was built prior to 1978, must be notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. That lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. That lead poisoning also poses a particular risk to pregnant women. That the seller of any interest in real estate subject to conveyance as a result of this Deed which is used or occupied for residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. That a risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase of any residential real estate situated on the premises. That "residential real estate" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62-years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6-years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

b. Available information concerning known lead-based paint and/or lead-based paint hazards is contained in the Department of the Army, Finding of Suitability to Transfer (FOST) and Environmental Baseline Study, Divestiture of the Stewart Army Subpost, New York, dated June 1997, as revised in June 1998, which has been provided to the GRANTEE. Any purchaser(s) of property within the premises after the effective date of this instrument which is used or occupied for residential real estate purposes must also receive the federally-approved

pamphlet on lead poisoning prevention. The GRANTEE been provided and acknowledges receipt of all of the information described in this paragraph by acceptance of this Deed.

c. The GRANTEE acknowledges that it is aware and understands that the premises may contain or contains lead-based paint and acknowledges receipt of this information by acceptance of this Deed.

d. The GRANTEE covenants and agrees that it shall not permit any building or structure on the premises which is used or occupied for residential real estate purposes without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. That prior to permitting the occupancy of any residential real estate subject to transfer as a result of this Deed, if required by law or regulation, the GRANTEE, at its sole expense, will: (1) inspect the premises for the presence of lead-based paint and/or lead-based paint hazards; (2) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations; and (3) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE covenants and agrees to be responsible for any remediation of lead-based paint and/or lead-based paint hazards on the premises which is used or occupied for residential real estate and found to be necessary after the date of conveyance to the GRANTEE.

e. The United States of America assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE, its successors or assigns, lessees or sublease's, or to any other person or persons, including members of the general public, arising from lead-based paint or lead-based paint hazards on the real estate subject to conveyance as a result of this Deed. The GRANTEE further agrees to indemnify and hold harmless the United States, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint and/or lead-based paint hazards on the real estate subject to conveyance as a result of this Deed. The obligation of the GRANTEE, its assigns and successors, shall apply whenever the United States incurs costs and liabilities for actions giving rise to liability under this section.

11. Notice of the Presence of Asbestos and Covenant

.a. The GRANTEE covenants and agrees by acceptance of this Deed that non-friable asbestos or asbestos containing materials ("ACM") is contained in the premises and that the same has been identified in the Department of the Army, Finding of Suitability to Transfer (FOST) and Environmental Baseline Study, Divestiture of the Stewart Army Subpost, New Windsor, New York, dated June 1997, as revised in June 1998. ACM found in the premises does not currently pose a threat to human health or the environment. All known friable asbestos that posed a risk to human health within the real estate subject to transfer has either been removed or encapsulated.

b. The GRANTEE covenants and agrees that its use and occupancy of the premises subject to conveyance under this Deed shall be in compliance with all applicable laws relating to asbestos or ACM, and that the GRANTOR assumes no liability for future remediation of asbestos or ACM or damages for personal injury, illness, disability, or death, to the GRANTEE, its successors or assigns, lessees or sublessees, or to any person or persons, including members of the general public, arising from or incident to the sale, purchase, transportation, removal, handling, use, disposition, or other activity or activities causing or leading to contact of any kind whatsoever with asbestos or ACM on the real estate subject to transfer under this Deed, whether the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual or individuals injured. The GRANTEE agrees to be responsible for any future remediation of asbestos found to be necessary on the premises by acceptance of this Deed.

c. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that

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such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

d. The GRANTEE acknowledges that it has inspected the premises as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any asbestos hazards or concerns.

e. No warranties, either expressed or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purposes. The failure of the GRANTEE to inspect, or to be fully informed as to the condition of all or any portion of the premises offered, will not constitute grounds for any claim or demand against the United States of America.

12. In the event any Army caused or unknown contamination is found or discovered on the premises after the time of conveyance, excepting those situations where the Town of New Windsor is a potentially responsible party, as defined by CERCLA, as amended, any additional remedial action found to be necessary with respect to any such existing but unknown and later-discovered Army caused contamination on the premises shall be the responsibility of the Department of the Army. The GRANTOR hereby reserves a right of access to and over the property herein conveyed as may be necessary for any investigation, response, or corrective action under CERCLA, found to be necessary after the date of this conveyance on the property or adjoining lands. This reservation includes the right of access to and use of any available utilities at reasonable cost to the United States. In exercising the rights hereunder, the United States shall give the GRANTEE or its successors or assigns reasonable notice of actions taken on the property and shall, to the extent reasonable, consistent with applicable law and regulation, and at no additional cost to the United States, endeavor to minimize the disruption to the GRANTEE's use of the property. The GRANTEE, on behalf of itself, its successors and assigns, agrees that notwithstanding any other provision of this Deed, the United States assumes no liability to the GRANTEE, its successors, or assigns, or any other person, should the GRANTOR's exercise of its rights under this paragraph interfere with the use of the property herein conveyed. The GRANTEE and its successors and assigns shall have no claim on account of any such interference against the United States or any officer, agent, employee, or contractor thereof.

This Deed is not subject to the provisions of 10 U.S.C. 2662.

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H), and the seal of the Department of the Army to be hereto affixed this 1st day of November, 1999.

UNITED STATES OF AMERICA

PAUL W. JOHNSON
Deputy Assistant Secretary of the Army (I&H)

Signed sealed and delivered
In the presence of:

Witness

Witness

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COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

Before me, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, personally appeared Paul W. Johnson, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of the United States of America.

Given under my hand and seal this 1st day of November, 1999.

Laura A. Cooper
NOTARY PUBLIC

(Seal)

My commission expires 30 November 2002

ACCEPTED BY GRANTEE:

The terms and conditions of this Deed of Conveyance are hereby accepted this 8th day of November, 1999.

TOWN OF NEW WINDSOR, NEW YORK

BY: _____
GEORGE J. MEYERS
Supervisor

By Authorization of the Town Board on September 1, 1999, Town Board meeting.

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 8th day of November, 1999 before me, the undersigned, personally appeared GEORGE J. MEYERS, 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 upon behalf of which the individual acted, executed the instrument.

PHILIP A. CROTTY
Notary Public, State of New York
Qualified in Orange County
Reg. No. 4520410
Commission Expires March 30, 2002

_____
Notary Public

LIBER 5189 PAGE 181

CERTIFICATE OF AUTHORITY

I, GEORGE J. MEYERS,

certify that I am the Supervisor of

TOWN OF NEW WINDSOR the corporation

described in and which executed the foregoing instrument with the United States of America; that the said corporation is organized under the laws of the State of NEW YORK; that the corporate seal affixed to said instrument is the seal of said corporation; that

GEORGE J. MEYERS who

executed said instrument as Supervisor of said corporation was then Supervisor of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said

GEORGE J. MEYERS; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 14th day of October, 1999.

(SEAL)

Dorothy H. Hansen

Dorothy H. Hansen, Town Clerk

Secretary

Sworn to before me this
14th day of October, 1999.

Patricia A. Barnhart

Notary Public

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, ~~19~~ 2001

LIBER 5189 PAGE 183

PUBLIC LAW # 105-261
DEFENSE DEPARTMENT FISCAL YEAR 1999 AUTHORIZATION BILL
SECTION 2845
"LAND CONVEYANCE, STEWART ARMY SUBPOST, NEW WINDSOR, NEW YORK"

EXHIBIT "I"

LIBER 5189 PAGE 184

BILL # HR3616
SIGNED BY PRESIDENT CLINTON ON 10/17/98
KNOWN AS PUBLIC LAW #105-261.
NAMED AS: DEFENSE DEPARTMENT FISCAL YEAR 1999
AUTHORIZATION BILL

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SEC. 2845. LAND CONVEYANCE, STEWART ARMY SUB-POST, NEW WINDSOR, NEW YORK.

(a) CONVEYANCE AUTHORIZED- The Secretary of the Army may convey, without consideration, to the Town of New Windsor, New York (in this section referred to as the 'Town'), all right, title, and interest of the United States in and to a parcel of real property, including improvements thereon, consisting of approximately 291 acres at the Stewart Army Sub-Post in New Windsor, New York, for the purpose of permitting the Town to develop the parcel for economic purposes.

(b) EXCLUSION- The real property to be conveyed under subsection (a) does not include any portion of the approximately 89.2-acre parcel at Stewart Army Sub-Post that is proposed for transfer to the jurisdiction and control of the Marine Corps or the approximately 22-acre parcel at Stewart Army Sub-Post that is proposed for transfer to the jurisdiction and control of the Army Reserve.

(c) CONDITIONS OF CONVEYANCE- The conveyance authorized by subsection (a) may only be made subject to the following conditions:

(1) The Town must agree to provide connections to the local wastewater and sewage treatment system for all existing and future improvements to the parcels of real property referred to in subsection (b).

(2) The Town must agree to provide wastewater and sewage treatment service to such parcels at a rate established by the appropriate Federal or State regulatory authority.

(d) DESCRIPTION OF PROPERTY- The exact acreage and legal description of the real property to be conveyed under subsection (a) shall be determined by a survey satisfactory to the Secretary. The cost of the survey shall be borne by the Town.

(e) ADDITIONAL TERMS AND CONDITIONS- The Secretary may require such additional terms and conditions in connection with the conveyance under subsection (a) as the Secretary considers appropriate to protect the interests of the United States.

GENERAL ORDER NO. 10, DATED AUGUST 11, 1997
EFFECTIVE JUNE 25, 1999 TO JUNE 24, 2001
AUTHORIZING
DEPUTY ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS AND HOUSING)
TO EXECUTE DEEDS ON BEHALF OF THE SECRETARY OF THE ARMY

EXHIBIT "2"

LIBER 5189 PAGE 187

DEPARTMENT OF THE ARMY
ASSISTANT SECRETARY
INSTALLATIONS AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110

June 25, 1999

MEMORANDUM FOR THE DEPUTY ASSISTANT SECRETARY OF THE ARMY (INSTALLATIONS AND HOUSING).

SUBJECT: Delegation of Deed Execution Authority

Under General Order No. 10, August 11, 1997, the Secretary of the Army vested the Assistant Secretary of the Army (Installations and Environment) with the principal responsibility within the Department of the Army for disposal of real property. The Secretary of the Army, who, as a matter of practice, has traditionally executed deeds on behalf of the United States, has agreed to relinquish this practice and permit deeds to be executed in the Office of the Assistant Secretary of the Army for Installations and Environment. By this memorandum, I hereby re-delegate to the Deputy Assistant Secretary of the Army (Installations and Housing) the authority to execute deeds of conveyance on behalf of the United States in those cases where the Secretary of the Army has been granted such authority.

This re-delegation is effective immediately and shall remain in effect for a period of two years from the above date. The authority granted herein may not be re-delegated.

for Mahlon Apgar, IV

Printed on Recycled Paper

DEPARTMENT OF THE ARMY
ASSISTANT SECRETARY
INSTALLATIONS AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110
17 MAY 1999

MEMORANDUM THRU THE UNDER SECRETARY OF THE ARMY

FOR THE SECRETARY OF THE ARMY

SUBJECT: Re-delegation of Deed Execution Authority

The purpose of this memorandum is to request your approval of the re-delegation of deed execution authority to the Deputy Assistant Secretary of the Army (Installations and Housing).

Under General Order No. 10, dated August 11, 1997, the Secretary of the Army vested the Assistant Secretary of the Army (Installations and Environment) with the principal responsibility within the Department of the Army for the disposal of real property. Notwithstanding this authority, and contrary to the practices of the other Military Services, the Secretary of the Army has traditionally executed deeds of conveyance. I believe that this practice adds an unnecessary level of oversight and, for the purpose of more efficient operations, should be changed.

With your concurrence, I intend to execute the enclosed memorandum (Tab A), which re-delegates the authority to execute deeds of conveyance on behalf of the United States in those cases where the Secretary of the Army has granted such authority to the Deputy Assistant Secretary of the Army (Installations and Housing).

This re-delegation of authority to execute deeds will facilitate the expeditious transfer of base realignment and closure and other surplus Army properties, and is consistent with the practices in other Services. Execution of deeds by the Deputy Assistant Secretary (Installations and Housing), with review by the Army General Counsel, will ensure the appropriate Secretariat oversight of real property disposal actions.

The point of contact in my office is Mr. William Birney at 695-0867.

Mahlon Apgar, IV

Enclosure

Approved _____ JN 22 1999 APPROVED BY SECRETARY OF THE ARMY

Disapproved _____

See me _____

ROBERT B. LEES, JR.
Lieutenant Colonel, GS
Military Assistant to the
Secretary of the Army

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LIBER 5189 PAGE 189

DAIM- BO 2 February 1999

SUBJECT: Re-delegation of Deed Execution Authority

The Re-delegation of Deed Execution Authority has been coordinated with the following offices. All have concurred, and any comments received have been incorporated.

Agency/Office	Name	Date	Phone
DASA(I&H)	Mr. Birney	1 Feb 99	695-0867
SAGC	Mr. Teller	1 Feb 99	693-3324
CERE-M	Mr. Waldman	29 Jan 99	202-761-1755

Susan H. Bauer
Program Manager
Base Realignment and
Closure Office

Deed delegation
Change in clauses

The following deed language should be modified.

1. Pre-amble clause

In the pre-amble the language should be modified from:
"the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the SECRETARY OF THE ARMY (the "Army"), under and pursuant to. . ." to the following
"the UNITED STATES OF AMERICA (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY (the "Army"), under and pursuant to. . ."

2. Signature clause should read

IN WITNESS WHEREOF, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this ___ day of _____, 1999.

UNITED STATES OF AMERICA

By:_____
Paul W. Johnson
Deputy Assistant Secretary of the Army (I&H)

Signed sealed and delivered
In the presence of:

Witness_____

Witness_____

3. Notary clause should read:

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON) ss:

SEP-30-1999 11:54 FROM CLERK ENGINE 212 264 8234 P.07

DEPARTMENT OF ARMY LEASE NO. DACA51-1-88-176
BETWEEN SECRETARY OF THE ARMY
AND
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
ON LANDS NOW OR FORMERLY OF STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

EXHIBIT "3"

LIBER 5189 PAGE 193

DEPARTMENT OF THE ARMY
LEASE
OF PROPERTY ON STEWART ARMY SUBPOST, NEW YORK
NO. DACA51-1-88-176

THIS LEASE, made between the Secretary of the Army, party of the first part and the State of New York, acting by and through the Department of Transportation, party of the second part, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of twenty-five (25) years, beginning July 15, 1988 and ending July 14, 2013, the following described property for use solely as a water treatment facility:

A total land area of approximately 5.94 acres of land containing thereon the water treatment facility as shown in red on Exhibit "A" attached hereto and made a part hereof, including Buildings 2604, 2618, 2620, the outdoor reservoir, the tap on the Catskill Aqueduct and appurtenances and equipment related to the water treatment facility and Aqueduct Tap on said land. A metes and bounds description is attached hereto as Exhibit "B" and made a part hereof. Any reference to Government in this lease shall mean the United States of America.

THIS LEASE is granted subject to the following conditions:

1. That in lieu of monetary consideration, the lessee shall be responsible for the maintenance, protection, repair and restoration of the leased premises and facilities.

2. That as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Government and a representative of the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease, a similar inventory and condition report shall be prepared and submitted to the District Engineer, New York District, Corps of Engineers, 26 Federal Plaza, New York, NY 10278-0090 hereinafter designated as "said officer", said inventory and condition report to constitute the basis for settlement by the lessee with said officer for leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or restored to the condition required by Condition No. 19 hereof, or at the election of the Government reimbursement made therefor by the lessee at the then current market value thereof.

3. That the Secretary of the Army may revoke or terminate this lease in the event of a national emergency, in the event the lessee fails to perform any of the conditions of the lease, or in the interest of national defense. In the event of transfer or conveyance of the water treatment facility by the Government to an entity that will continue to provide treated water, this lease shall automatically terminate. In the event any of the aforesaid conditions occur, reasonable notice by the Government of such revocation or termination shall be given to the lessee.

4. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

5. That, subject to the limitations of Condition No. 19 hereof with respect to the restoration of the property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.

6. That the lessee shall neither transfer nor assign this lease or any property on demised premises, nor sublet demised premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this lease without permission in writing from the said officer. The lessee may, however, have the Town of New Windsor operate the leased facility in its behalf. This lease may not be assigned by the Government or its right, title, or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State; however, this provision shall not apply to the Government's right of revocation, termination or disposal contained in Condition No. 3 hereof.

7. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

8. That the United States shall not be responsible and the lessee shall be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants or employees, or others who may be on said premises at their invitation or the invitation of any one of them.

9. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

10. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

11. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures.

12. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, County, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

13. That the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer. However, the lessee may install an absorption clarifier together with necessary appurtenances in accordance with the plans and specifications previously provided to the U.S. Military Academy and as approved by said Academy. The installation and maintenance shall be at the sole cost of the lessee and without cost and expense to the United States.

14. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

15. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such rules and regulations as may be prescribed by him from time to time.

16. That the lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the property, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the officer having immediate jurisdiction over the property, upon bills rendered monthly.

17. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease, the lessee shall furnish certification that the lessee is self-insured in that the lessee does not procure insurance and pays claims from funds available for such purposes or from funds appropriated by the New York State legislature for such purposes. Such certification is required in order that in the event of loss or damage to the leased premises by fire, the lessee may repair, restore or replace the property damaged or destroyed at no cost to the Government and to protect the Government in the event of death or injury to any person or persons arising from or incident to the lessee's use and occupancy of the leased property.

18. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

19. That, except in the event of transfer or disposal, on or before the date of expiration of this lease or its termination, the lessee shall at its cost vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to as good order and condition as that existing upon the date of commencement of the term of this lease, less ordinary wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove the

property of the lessee and so restore the leased property, then, at the option of Secretary of the Army, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased property to be so restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

20. The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay the full amount of such commission, percentage, brokerage, or contingent fee.

21. (a) That the lessee shall not release or discharge air emission, waste, effluent, hazardous substances or contaminants from the property in such a manner that such release or discharge will unlawfully pollute or contaminate air, ground including sub-surface strata water (including ground water), or become a public nuisance. Any treatment, testing, or control or releases or discharges including monitoring or mitigation measures required as a result of lessee's operations will be solely the responsibility of the lessee. The lessee shall, within the limits of its legal powers and without cost or expense to the Government, comply with all Federal, State and local laws, ordinances or regulations, present or future, controlling the quality of the environment including, but not limited to the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4341, et seq.) (1976), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.) (1976), the Clean Air Act, as amended (42 U.S.C. 740), et seq.) (1979 Supp.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.) (1976), The Toxic Substance Control Act (16 U.S.C. 2601 et seq.), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Public Law 96-510, 94 Stat. 2767), as amended by Superfund Amendments and Reauthorization Act of 1986 (P.L. 99-199). The lessee shall obtain such permits, licenses, or other authorizing documents as may be required for its operations pursuant to such laws, ordinances or regulations. Such regulations, conditions and instructions are hereby incorporated by reference into this lease provided, however, that this paragraph shall not be construed as abridging the right of the lessee to contest the validity or enjoin the applicability of any such regulations, conditions or instructions and provided further that contamination or pollution caused by prior operations of others shall not be the responsibility of the lessee.

(b) The lessee shall be fully responsible for any claim including equitable claims arising out of the lessee's use of the property and for any court or legal expenses incurred by the Government that are related to or caused by the release or discharge by the lessee or releasees from the premises. The lessee shall be responsible for all costs, including legal expenses, incurred by or assessed against the Government.

22. That the lessee shall use the leased premises in a nondiscriminatory manner to the end that no person shall on the ground of race, color, religion, sex, age, handicap or national origin, be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

23. That the lessee does hereby agree to operate, maintain, repair, protect, and if necessary, improve the leased premises and facilities on a continuing basis so as to provide treated water to the users hereinafter set forth or described. Such operation, maintenance, repair, protection and improvement shall be accomplished at the sole cost and expense of the lessee and without any cost and expense to the Government except as provided in Condition No. 27 herein.

24. That lessee does hereby agree to provide (a) to the U.S. Army Facility called Stewart Army Subpost (STAS) not less than 450,000 gallons of treated water per day, together with (b) an additional 100,000 gallons of treated water per day to all other United States Government Facilities that may be located on STAS and Stewart International Airport, including but not limited to the New York State Air National Guard and Department of Defense Reserve Facilities plus (c) such additional water as may be required by future expansion at STAS which is presently estimated to be not in excess of 100,000 gallons of treated water per day. The lessee does hereby further agree that the first priority for the water treated at the leased facility shall be the 450,000 gallons per day for STAS and the 100,000 gallons per day for other Government facilities.

25. In addition to any other obligation that may be set forth herein, the lessee shall make any and all repairs and improvements to the water treatment facility that are necessary to meet current water quality standards and/or provide the required gallonage of treated water per day as set forth in Condition No. 24 of this instrument. Such repairs and improvements shall be at the sole cost of the lessee and without cost or expense to the United States except as provided in Condition No. 27 herein.

26. The lessee agrees that the charges or rates for the water provided to Stewart Army Subpost shall be not more than the most favorable rates charged for similar users, but in no event greater than the current costs of the U.S. Military Academy to produce treated water at the facility covered by this lease which is approximately $1.11 per thousand gallons with adjustments to reflect changes in the wholesale cost of water to New York State Department

of Transportation or the Town of New Windsor, New York and inflation. A separate agreement shall be entered into by and between the U.S. Military Academy, the lessee and the Town of New Windsor, New York for the provision of the treated water set forth herein to STAS which shall include the charges set forth in this Condition and the method of payment for the treated water.

27. The lessee does hereby agree to make any changes, alterations or improvements to the water treatment facility that are required to meet new or changed water quality standards imposed by Federal or State law or authorized Agencies. The cost for such changes, alterations or improvements shall be eligible for inclusion in the water rates on a fair proportionate basis based on water consumption and shall be the subject of negotiations with the U.S. Military Academy and be included in the aforementioned contract discussed in Condition No. 26 above.

28. The lessee shall at its sole cost and expense and without any cost to the United States procure, install and maintain two way water meters including valving and associated appurtenances thereto on any new water lines that it may receive permission to install. The lessee shall also install at its sole cost and expense any other meters, valving and associated appurtenances that may be required to determine the amount of treated water furnished the Government. In calculating the amount of water furnished to the Government allocation of non-metered water for line losses, plant operations, backwash, hydrant flushing, construction, ground maintenance and other unmetered uses shall be in accordance with a metering and allocation plan to be developed by the lessee at its sole cost, which plan is subject to the approval of USMA.

29. This lease shall not become effective until such time as an Agreement between the United States and the Town of New Windsor, New York, is achieved which provides, among other things, the Town's consent to the terms and conditions of this lease agreement; and further, until such time as the Town of New Windsor has established and operates a Water District, to include Stewart Army Sub-Post and other Government facilities, to provide treated water to those facilities; and, further, until such time as the Town has entered into an agreement with New York City providing for the Town's drawing of water from the Government's Tap on the New York City Catskill Aqueduct; and further until such time as the lessee and Town have entered into an agreement providing for the Town's operation of the leased premises in behalf of the lessee. In the event that this lease shall not become effective within six (6) months of date of execution of same, this lease shall automatically become null and void without any further action on the part of any of the signatories hereto. The Right of Entry previously granted to NYSDOT shall thereupon terminate.

30. The lessee understands that it is not the policy of the United States of America, Department of the Army, to provide water services to others. Since the provisions of this lease may under certain circumstances increase the use of treated water from this

facility by others, the lessee does hereby agree to operate and maintain the water treatment facility and improve same, if necessary, during the entire term of this lease unless the water treatment facility is disposed of by the United States of America. It is the present intention to seek legislative approval to dispose of the water treatment facility together with the land associated with same to an entity that will continue to provide treated water. The proposed disposal action would contain a reverter provision in the event that the property is no longer operated as a water treatment facility.

31. In the event the City of New York or the Town of New Windsor, New York, imposes water conservation measures, the lessee agrees to impose the same conservation measures upon its users. Such conservation measures shall not be imposed upon the Government in the event such measures adversely affect mission requirements, in the event of mobilization or in the event of a national emergency.

32. That the lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which, at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the lessee with respect to or upon the leased premises.

33. The lessee agrees to operate, maintain and repair all water distribution lines which do not solely service the Government's facilities located on STAS or Stewart International Airport. The Government will operate, maintain and repair all distribution lines, laterals, and appurtenances that solely serve Army facilities.

34. The U.S. Military Academy will be billed and responsible only for the rates and or charges for water consumed at STAS and any other U.S. Military Academy facilities located at Stewart International Airport at the rate provided in Condition No. 26 above.

35. This lease shall be deemed executory to the extent of money available to the State of New York for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond monies available for the purpose thereof.

36. That all requests for approval from the United States Military Academy shall be in writing and addressed to Directorate of Engineering and Housing, Building 667, United States Military Academy, West Point, New York 10996-1592.

37. That, except as otherwise specifically provided, any reference herein to "District Engineer" or "said officer" shall include his duly appointed successors and his authorized representatives.

38. That all notices to be given pursuant to this lease shall be addressed, if to the lessee to: Commissioner of Transportation, New York State Department of Transportation, 1220 Washington Avenue, Albany, New York 12232, if to the Government to: Department of the Army, New York District, Corps of Engineers ATTN: CENAN-RE-MM 26 Federal Plaza New York, NY 10278-0090, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed to aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by direction of the Secretary of the Army this 23rd day of July, 1988.

Gordon M. Hobbs
Assistant for Real Property
OASA(I&L)

THIS LEASE is also executed by the lessee this 24 day of June, 1988.

Signed and ~~sealed~~ in the presence of:

Russell B. Vachon
Dir. Airport Operations

Stevey F. Lewis .....(SEAL)
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

.....
(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

APPROVED: 7/1/88

Steve Hassel .....(SEAL)
ATTORNEY GENERAL
STATE OF NEW YORK
Justice Bldg., Albany, NY
(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

.....(SEAL)
APPROVED: JUL 21 1988

.....
COMPTROLLER
STATE OF NEW YORK

.....
(POST OFFICE ADDRESS)

CERTIFICATE OF AUTHORITY

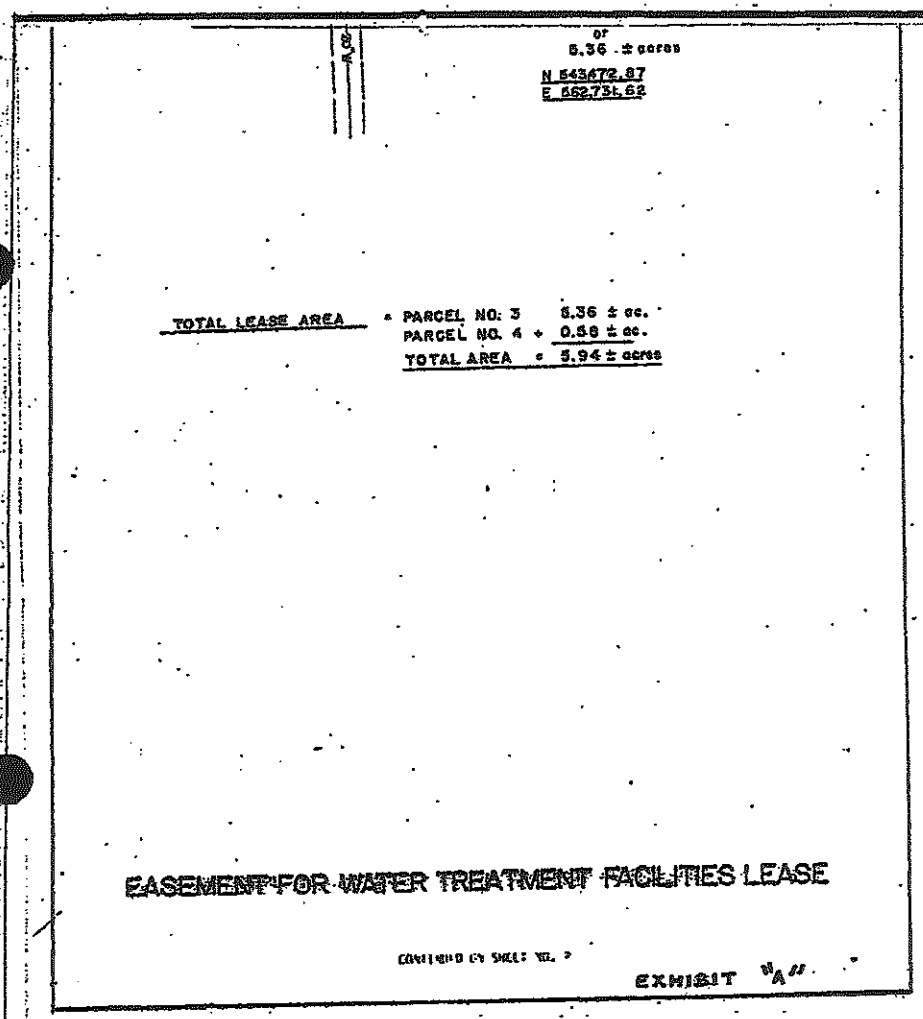
I, HERBERT M BECKER,

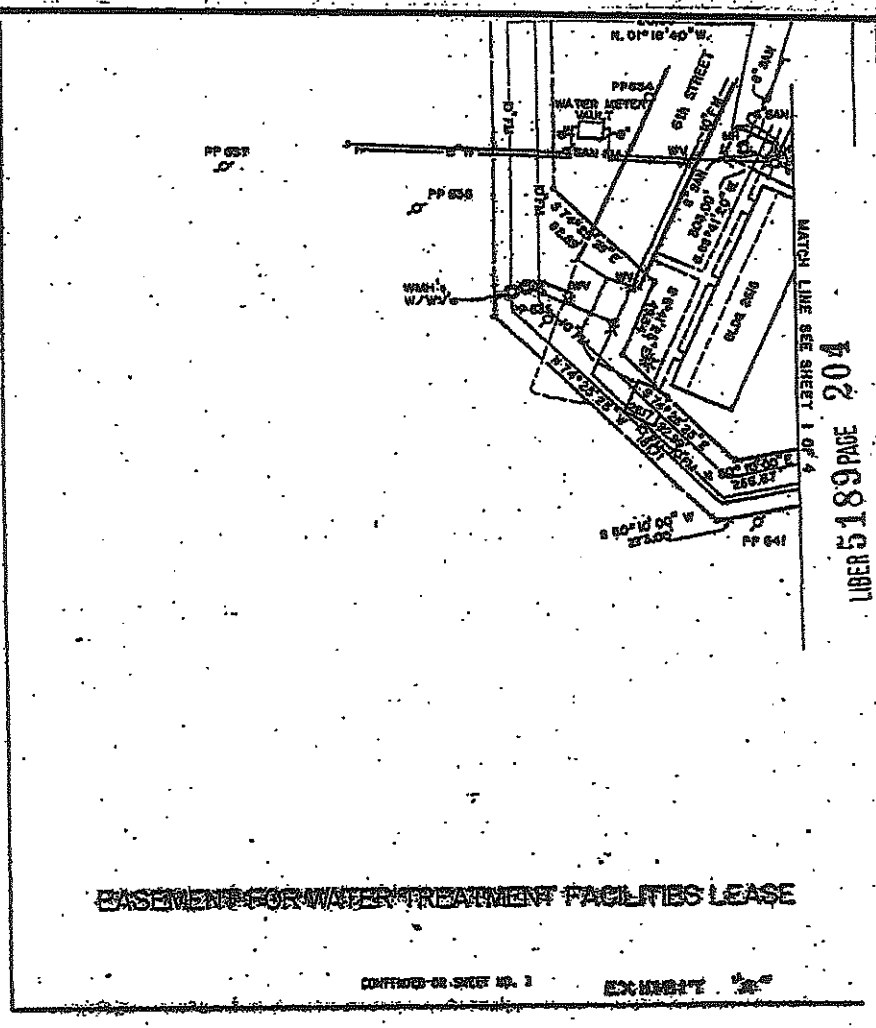
certify that I am the DIRECTOR, LEGAL SERVICES Bureau of THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION the corporation described in and which executed the foregoing instrument with the United States of America; that the said STATE AGENCY corporation is organized under the laws of the State of NEW YORK; that the ~~seal affixed to said instrument is the seal of said corporation~~; that STEVEN LEWIS who executed said instrument as DIRECTOR OF ADMINISTRATIVE SERVICES of said STATE AGENCY corporation was then DIRECTOR OF ADMINISTRATIVE SERVICES of said STATE AGENCY corporation and has been duly authorized to execute said instrument in behalf of said STATE AGENCY corporation; that I know the signature of said STEVEN LEWIS; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 24 day of JUNE 1988

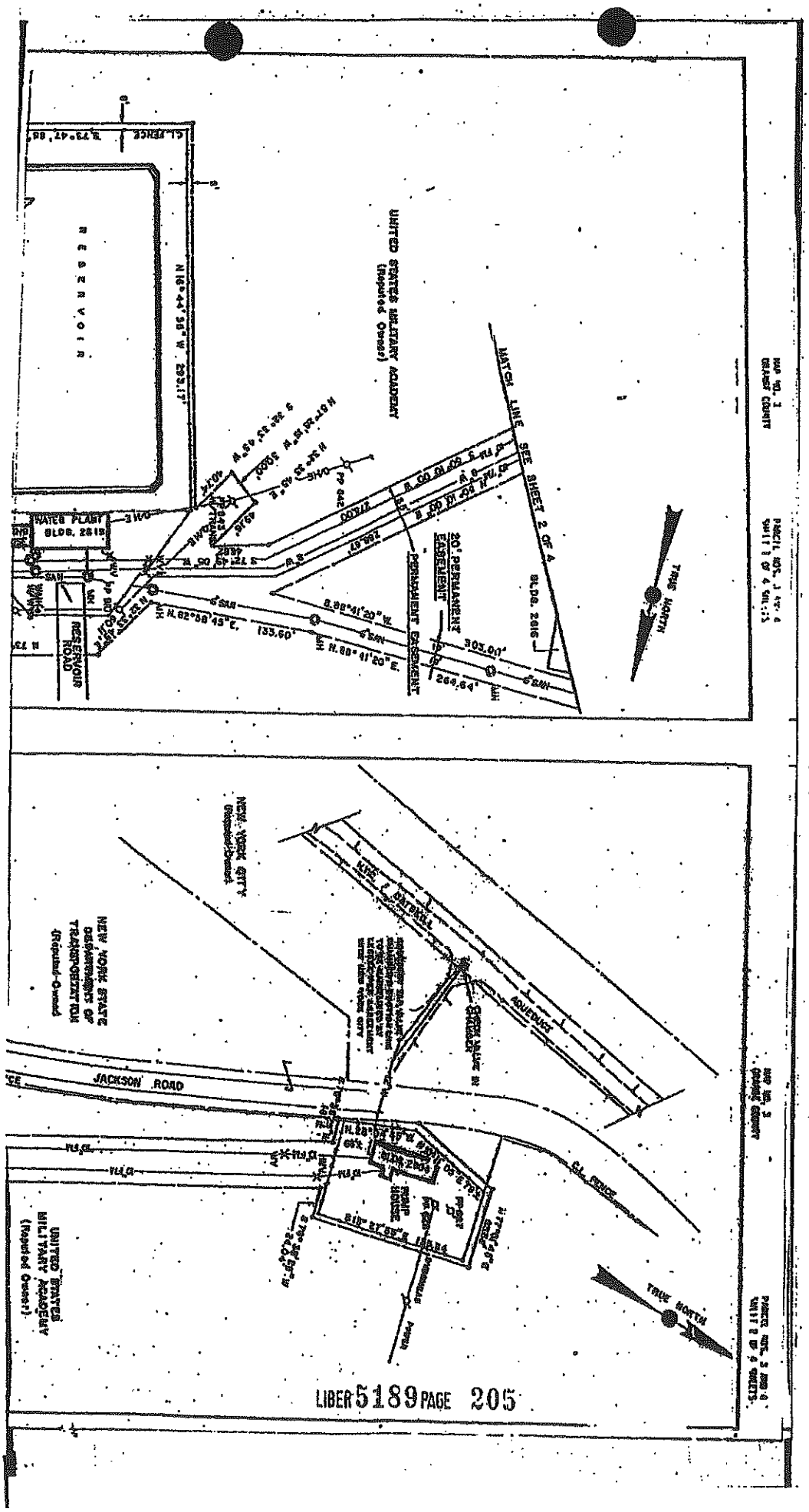
DIRECTOR
Legal Services Bureau
Secretary

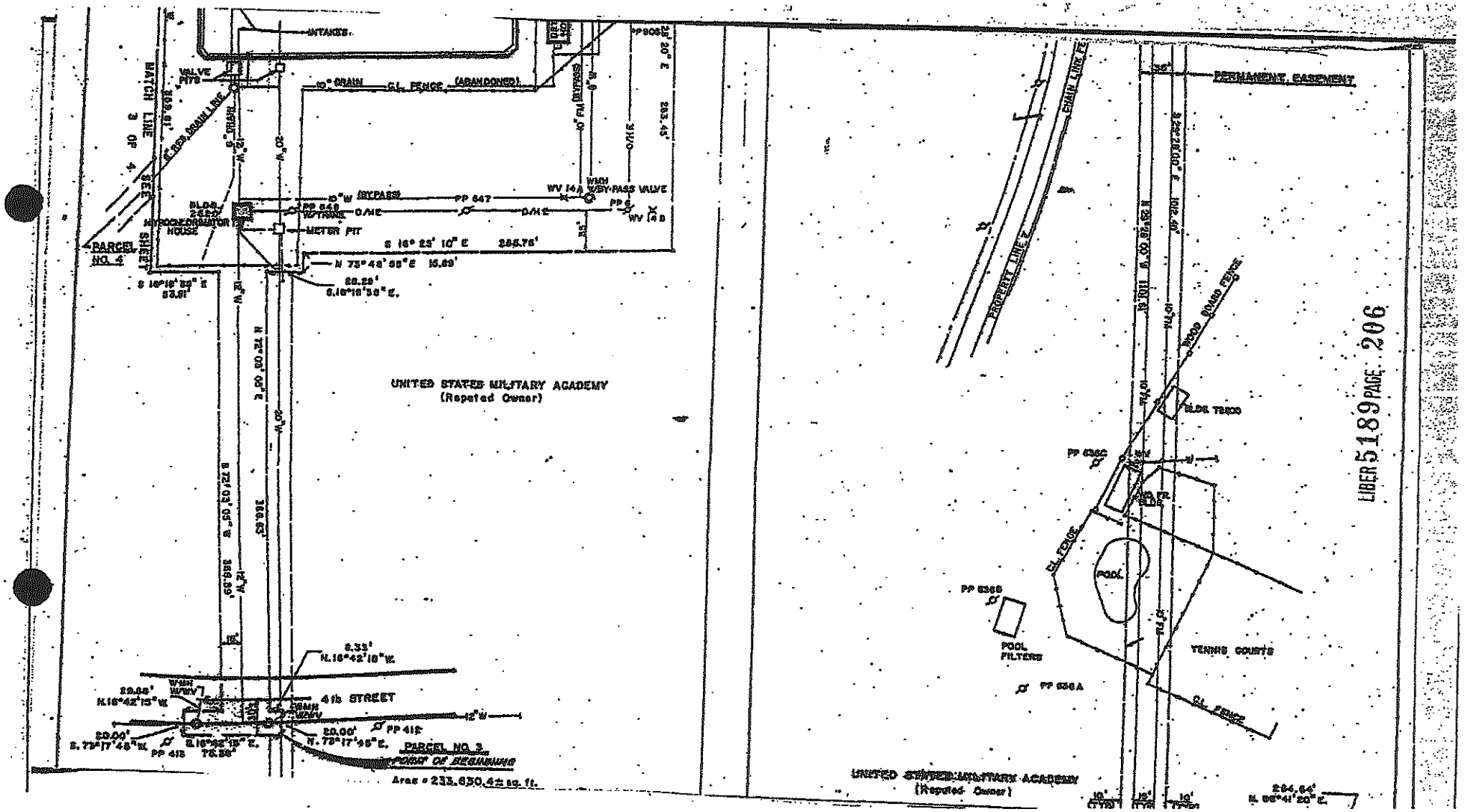
LIBER 5189 PAGE 203





LIBER 5189 PAGE 204


UNITED STATES MILITARY ACADEMY
(Reputed Owner)
MATCH LINE SEE SHEET 2 OF 4
RESERVOIR
WATER PLANT
BLDG. 2818
RESERVOIR ROAD
20' PERMANENT EASEMENT
PERMANENT EASEMENT
BLDG. 2816
TRUE NORTH
NEW YORK CITY
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
(Reputed Owner)
JACKSON ROAD
AQUEDUCT
C.L. FENCE
TRUE NORTH
UNITED STATES MILITARY ACADEMY
(Reputed Owner)



LIBER 5189 PAGE 206

PARCEL NO. 3

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate within the Town of New Windsor, County of Orange, State of New York, and more particularly described as follows:

BEGINNING at a point located at north 543,472.87 and east 562,731.62 in the East Zone of the New York State Plane Coordinate System; said point located 30± feet easterly of the centerline of Fourth Street and the centerline of a permanent easement granted to the New York State Department of Transportation for the purpose of locating a 20 inch water main; said easement is shown on the map entitled, "Map No. 2, Parcel No. 1," and dated February 20, 1998;

thence through the lands of the United States Military Academy (reputed owner) the following courses and distances:

thence south 16°42'15" east, parallel with and 10 feet easterly from a 12 inch water line running along the easterly side of Fourth Street, a distance of 75.39 feet to a point;

thence south 73°17'45" west, a distance of 20.00 feet to a point; said point located 10 feet westerly from aforementioned 12 inch water line;

thence north 16°42'15" west, a distance of 29.65 feet to a point located 36 feet southerly from a 12 inch water line running in a generally east, west direction;

thence south 72°03'05" west, parallel with and 36 feet southerly of said 12 inch water line, a distance of 366.89 feet to a point; said point located 5 feet easterly of a chain link fence;

thence south 16°18'35" east, parallel with and 5 feet easterly from said chain link fence, a distance of 53.91 feet to a point; said point located 5 feet southerly of the easterly extension of a chain link fence;

thence south 73°47'55" west, parallel with and 5 feet southerly of a chain link fence, a distance of 359.81 feet to a point; said point located 5 feet westerly of the southerly extension of a chain link fence;

thence north 16°44'35" west, parallel with and 5 feet westerly of a chain link fence, a distance of 293.17 feet to a point; said point located 15 feet southeasterly of the centerline of overhead wires running from a wood utility pole numbered 643 to a wood utility pole numbered 910;

thence south 32°33'45" west, parallel with and 15 feet southeasterly from said centerline of overhead wires, a distance of 40.74 feet to a point; said point located 15 feet southeasterly of the southwesterly extension of said centerline of overhead wires;

thence north 57°26'15" west, along a line 15 feet distant, measured southwesterly from a wood utility pole numbered 643, a distance of 30.00 feet to a point; said point located 15 feet northwesterly of the southwesterly extension of said centerline of overhead wires;

thence north 32°33'45" east, parallel with and 15 feet northwesterly of said centerline of overhead wires, a distance of 49.16 feet to a point; said point located 10 feet southerly of the westerly 10 inch force main leading to Building No. 2604;

thence westerly and northerly, parallel with and 15 feet distant from said westerly 10 inch force main the following four (4) courses and distances:

1) south 72°49'05" west, a distance 46.82 feet to a point;
2) south 50°80'00" west, a distance of 273.00 feet to a point;
3) north 74°25'25" west, a distance of 181.71 feet to a point;
4) north 29°28'00" west, a distance of 1,101.61 feet to a point; said point located 5 feet southerly from a chain link fence around Building No. 2604;

thence south 78°38'25" west, parallel with said chain link fence, a distance of 18± feet to a point; said point located on the easterly street boundary of Jackson Road;

thence north 28°04'45" west, along the easterly street boundary of Jackson Road, a distance of 66± feet to a point;

thence parallel with and 5 feet from the chain link fence around Building No. 2604, the following four (4) courses and distances:

Exhibit "B"

1) north 10°11'05" east, a distance of 79± feet to a point;
2) north 77°51'45" east, a distance of 63.38 feet to a point;
3) south 13°27'55" east, a distance of 135.34 feet to a point;
4) south 76°38'25" west, a distance of 24.04 feet to a point; said point located 10 feet easterly from the isterly 10 inch force main leading to Building No. 2604;

thence south 29°29'00" east, parallel with and 10 feet easterly from said easterly 10 inch force main, a istance of 1,012.60 feet to a point;

thence south 74°25'25" east, a distance of 82.89 feet to a point;

thence south 06°41'25" east, a distance of 49.34 feet to a point; said point located 10 feet northerly from e easterly 10 inch force main leading to Building No. 2604;

thence south 74°25'25" east, parallel with and 10 feet northerly from said easterly 10 inch force main, a istance of 92.99 feet to a point;

thence north 50°10'00" east, continuing parallel with and 10 feet northerly from said easterly 10 inch force in, a distance of 266.67 feet to a point; said point located 10 feet southerly from the easterly extension of a inch sanitary sewer line;

thence south 88°41'20" west, parallel with and 10 feet southerly from said 6 inch sanitary sewer line, a istance of 303.00 feet to a point;

thence north 01°18'40" west, along a line 10 feet distant measured westerly from a sanitary sewer manhole, a istance of 20.00 feet to a point; said point located 10 feet northerly of the westerly extension of said 6 inch itary sewer line;

thence north 88°41'20" east, parallel with and 10 feet northerly from said 6 inch sanitary sewer line, a istance of 264.64 feet to a point;

thence north 82°58'45" east, continuing parallel with and 10 feet northerly from said 6 inch sanitary sewer e, a distance of 333.60 feet to a point; said point located 15 feet northwesterly of the centerline of overhead es running from a wood utility pole numbered 663 to a wood utility pole numbered 910;

thence north 32°33'45" east, parallel with and 15 feet northerly of said centerline of overhead wires and northeasterly extension of said centerline, a distance of 60.11 feet to a point; said point located 35 feet t thereof from the centerline of overhead wires running from a wood utility pole numbered 910 and wood utility es numbered 906 and 6;

thence north 23°28'20" east, parallel with and 35 feet northwesterly from said centerline of overhead wires, a istance of 261.45 feet to a point; said point located 35 feet southeasterly from the centerline of overhead es running from a wood utility pole numbered 6 to wood utility poles numbered 647 and 648;

thence south 18°25'10" east, parallel with and 35 feet southeasterly from said centerline of overhead s, a distance of 286.76 feet to a point; said point located 5 feet northerly from a chain link fence;

thence north 71°48'55" east, parallel with and 5 feet northerly of said chainlink fence and its easterly ension, a distance of 15.89 feet to a point; said point located 5 feet easterly of said chain link fence;

thence south 18°18'35" east, parallel with and 5 feet easterly of said chainlink fence, a distance of 28.29 to a point; said point located 10 feet southerly of a 20 inch water line;

thence north 72°03'05" east, parallel with and 10 feet southerly of said 20 inch water line, a distance of 63 feet to a point; said point located 10 feet westerly of 12 inch water line running along the easterly side ourth Street;

thence north 18°42'15" west, parallel with and 10 feet westerly of the last mentioned 12 inch water line, a ance of 8.33 feet to a point; said point located on the centerline of the aforementioned 20 inch water line;

thence north 71°17'45" east, along said 20 inch water line, a distance of 20.00 feet to the point of aning, containing 233,630.4± square feet or 5.36 acres, more or less.

PARCEL NO. 4

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate within the Town of New Windsor, County of Orange, State of New York, and more particularly described as follows:

Being a strip of land 20 feet in width, 10 feet either side of the following described centerline;

BEGINNING at the intersection of the herein described centerline of the 8 inch reservoir drain line running to the reservoir on the above described Parcel No. 3, with the southerly boundary of said Parcel No. 1;

thence southeasterly turning an angle of 39°57'± from the aforesaid southerly boundary of Parcel No. 3, a distance of 514± feet to an angle point;

thence easterly turning an angle to the right of 150°12'± from the last course of said centerline, a distance of 669± feet to an angle point;

thence southeasterly turning an angle to the right of 209°01'± from the last course of said centerline, a distance of 43± feet to an angle point;

thence easterly turning an angle to the right of 156°58'± from the last course of said centerline, a distance of 31± feet to the point of termination; said point is located on the easterly street boundary of [illegible] road; containing 25,151± square feet or 0.58 acre, more or less.

Bearings refer to True North.

Unauthorized alteration or addition to a survey map bearing a licensed surveyors seal is a violation of Section 7209, Subdivision 2, of the New York State Education Law.

I hereby certify that this is an accurate description and map, made from an accurate survey.

April 5, 1988

SIETSON-HANZA

BY: DENNIS L. MORRIS
P.L.S. LICENSE NO. 49369

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE LEASING OF LANDS

STATE OF NEW YORK
DENNIS L. MORRIS
No. 049369
LICENSED LAND SURVEYOR

EXHIBIT "A"

17000 L00518.

DEPARTMENT OF THE ARMY
LEASE
OF PROPERTY ON STEWART ARMY SUBPOST, NEW YORK

Supplemental Agreement No. 1
Lease No. DACA51-1-88-176

WHEREAS, on 22 July 1988, the Department of the Army, hereinafter referred to as the party of the first part leased to the State of New York, acting by and through the Department of Transportation, party of the second part, approximately 5.94 acres of land containing the water treatment facility as shown in red on Exhibit "A" therein, including Buildings 2604, 2618, 2620, the outdoor reservoir, the tap on the Catskill Aqueduct and appurtenances and equipment related to the Water treatment facility and Aqueduct Tap on said land for a term of twenty-five (25) years beginning 15 July 1988 and ending 14 July 2012; and

WHEREAS, Condition 29 provides that this lease shall not become effective until such time as an Agreement between the United States and the Town of New Windsor, New York, is achieved which provides, among other things, the Town's consent to the terms and conditions of this lease agreement; and further, until such time as the Town of New Windsor has established and operates a Water District, to include Stewart Army Subpost and other Government facilities, to provide treated water to those facilities; and, further, until such time as the Town has entered into an agreement with New York City providing for the Town's drawing of water from the Government's Tap on the New York City Catskill Aqueduct; and further until such time as the lessee and Town have entered into an agreement providing for the Town's operation of the leased premises in behalf of the lessee. In the event that this lease shall not become effective within six (6) months of date of execution of same, this lease shall automatically become null and void without any further action on the part of any of the signatures hereto. The Right of Entry previously granted to NYSDOT shall thereupon terminate.

WHEREAS, it is mutually agreed to extend the period of time in Condition 29 of the lease for an additional three (3) months commencing 22 January 1989 through 21 April 1989 and that this lease shall not become effective until the following is accomplished;

1. An Agreement between the United States and the Town of New Windsor, New York is achieved.

2. The Town of New Windsor's consent to the terms and conditions of this lease agreement.

3. The Town of New Windsor establishing and operating a Water District, which includes Stewart Army Subpost and other Government facilities to provide treated water to those facilities.

4. The Town of New Windsor entering into an agreement with New York City providing for the Town's drawing of water from the Government's Tap on the New York city Catskill Aqueduct.

5. The State of New York, Department of Transportation entering into an agreement providing for the Town of New Windsor's operation of the leased premises in behalf of the lessee.

The period to accomplish the above is extended for an additional three (3) months commencing 22 January 1989 through 21 April 1989.

NOW THEREFORE, Lease No. DACA51-1-88-176 is hereby amended in the following respects of and these respects only:

1. That effective 22 January 1989, Condition 29 of the lease is hereby amended to change the time period from "six (6) months of date of execution of same" to "nine (9) months of date of execution of same".

2. That this lease shall automatically became null of void without any further action on the part of any of the signatures hereto effective 21 April 1989 and the Right of Entry previously granted to LESSOR shall thereupon terminate in the event all the agreements are not entered into as stipulated in Condition 29 of the lease.

3. All other terms and conditions of Lease No. DACA51-1-88-176 shall remain unchanged and in full force and effect.

This lease is now subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 25th day of April 1989.

ROGER P. BLAKE
Chief, Real Estate Division
New York District, Corps of Engineers

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THIS LEASE is also executed by the lessee this 25th day of April 1989.

Signed and sealed in the presence of:

Russell B. Vader (SEAL)
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

APPROVED:
APPROVED AS TO FORM
NEW YORK STATE
ATTORNEY GENERAL (SEAL)
ATTORNEY GENERAL
STATE OF NEW YORK
MAY 3 1 1989
STEPHEN J. HENSEL
Associate Attorney

(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

(SEAL)

APPROVED: APR 10 1989

COMPTROLLER
STATE OF NEW YORK

(POST OFFICE ADDRESS)

CERTIFICATE OF AUTHORITY

~~Russell Pusatere~~

I, Ross E. Pusatere,

certify that I am the Attorney of

NYS Department of Transportation ~~the corporation~~ STATE AGENCY

described in and which executed the foregoing instrument with the United States of America; that the said ~~corporation~~ STATE AGENCY is organized under the laws of the State of New York; that the ~~corporate~~ STATE seal affixed to said instrument is the seal of said ~~corporation~~ STATE AGENCY; that

Russell B. Upman who

executed said instrument as Director, Aviation Division of said ~~corporation~~ STATE AGENCY was then Director, Aviation Division of said ~~corporation~~ STATE AGENCY and has been duly authorized to execute said instrument in behalf of said ~~corporation~~ STATE AGENCY; that I know the signature of said

Russell B. Upman; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the ~~corporate~~ STATE seal of said ~~corporation~~ STATE AGENCY, this 17 day of February 1989.

[signature]

[illegible]

NAJET FORM 829 (EM-405-1-300)

DEPARTMENT OF ARMY SUPPLEMENTAL LEASE NO. DACA51-1-88-177
BETWEEN SECRETARY OF THE ARMY
NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND TOWN OF NEW WINDSOR
ON LANDS NOW OR FORMERLY OF STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

EXHIBIT "4"

LIBER 5189 PAGE 215

DACA51-1-88-177

AGREEMENT PERTAINING TO
WATER TREATMENT FACILITIES, ETC. AT
STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

This Agreement entered into this 22ND day of JULY, 1988 by and between the Secretary of Army and the Town of New Windsor, New York pertaining to the U.S. Government owned Water Supply Tap, Water Treatment Facility and Water Distribution System located at Stewart Army Subpost, New Windsor, New York, 12550.

WITNESSETH, THAT:

WHEREAS, a lease is about to be entered into by and between the Secretary of Army and State of New York acting by and thru its Department of Transportation which will provide for the leasing of the government owned Water Treatment Facility, including the tap and water distribution system, in order for the Department of Transportation to meet its requirements for flight line fire protection and other facilities located on Stewart International Airport; and

WHEREAS, the policy of the Secretary of Army is to provide utility services only for Department of Army and other U.S. Government uses; and

WHEREAS, it is the intent of the Town of New Windsor to establish a Water District that will provide treated water to that portion of Stewart International Airport located in said Town and also the United States Army installation known as

Stewart Army Subpost and other serviced facilities also located in the Town of New Windsor; and

WHEREAS, the aforementioned lease, when executed and effective, authorizes the operation of the leased premises and facilities by the Town of New Windsor in behalf of the Department of Transportation; and

WHEREAS, it is the present intention to seek Congressional approval for the disposal of the premises and facilities covered by said lease to an entity that will operate the facility for the purposes of Water Treatment with a provision that the property will automatically revert to United States in the event it is no longer operated as a water treatment facility; and

WHEREAS, the Town of New Windsor intends to enter into an agreement with the State of New York which shall provide for the operation and maintenance of the facilities;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon execution of the lease for the Government owned tap, Water Treatment Facility and water distribution system and associated land between the Secretary of Army and the State of New York (Department of Transportation), the Town of New Windsor will operate the leased premises on behalf of the State of New York, pursuant to a separate agreement, and the

LIBER 5189 PAGE 217

Town of New Windsor does hereby agree to be bound by and comply with all the terms and conditions of said lease insofar as they are applicable to the Town of New Windsor's operation and maintenance of the facilities. The agreement to be entered into by the Town of New Windsor with the State of New York (Department of Transportation) shall be consistent with the terms, provisions and conditions of the aforementioned lease.

2. The Town of New Windsor does hereby agree to establish and operate a water district subject to appropriate municipal and other regulatory agency approvals that shall consist of Stewart Army Subpost and that portion of Stewart International Airport that is located within the Town of New Windsor, New York. As a condition of this Agreement the Government agrees to comply with reasonable requests to facilitating the Town's Agreement with the City of New York to draw water from the Aqueduct.

3. The Town of New Windsor does hereby agree to initiate discussions with the City of New York and use reasonable efforts in an attempt to reach an Agreement with the City and execute same for the Town drawing water from the Government owned tap on the New York City Catskill Aqueduct.

4. The Town of New Windsor does hereby agree that in the event said government owned facilities are ultimately conveyed to the Town of New Windsor, or its successor in interest, and

said facilities or any part thereof remain in use for water supply, water treatment and/or water distribution, then and in that event the Town of New Windsor agrees that the U.S. Army Facility (STAS) being within the Town Water District Number 9 will be provided with treated water and the rates charged to the Department of Army shall be exactly the same as those provided for in the aforementioned lease between the Secretary of Army and the State of New York (DOT), i.e. the most favorable rates granted to similar users but in no event greater than current USMA costs to produce treated water which is approximately $1.11 per thousand gallons, subject to cost adjustment for changes in the Catskill Aqueduct wholesale water charges by the City of New York and inflation.

5. In the event the facilities are no longer operated or used for the treatment of water then and in that event the Town of New Windsor agrees that the U.S. Army Facility (STAS), being within the Town Water District Number 9, will be provided treated water, if required by the Government, from other Town sources and the charges therefore will be the most favorable rates granted to similar service users. This provision shall not apply in the event the Town is operating the facilities under the aforementioned lease and in the event the lease is terminated by the United States due to a national emergency or in the interest of national defense.

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6. The Town of New Windsor [illegible] water requirements to be satisfied for Stewart Army Subpost are 550,000 gallons per day and the known water requirements to be satisfied for other U.S. Government facilities on Stewart International Airport are 100,000 gallons per day.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Secretary of the Army (Installations, Logistics and Environment) on the 22nd day of July, 1988

Gordon M. Hobbs
Assistant for Real Property
OASA(I&L)

This Agreement is executed by the Town of New Windsor on the 28th of June, 1988.

Town of New Windsor

BY: George A. Green
SUPERVISOR

6S8GXAGR.SWF
06/27/88

LIBER 5189 PAGE 220

CERTIFICATE OF AUTHORITY

I, J. TAD SEAMAN, do hereby certify that I am the Attorney for the Town of New Windsor, New York, that the Town of New Windsor, New York, is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the United States of America and the Town of New Windsor, New York, in connection with the Stewart Army Subpost Water Treatment Facilities, and that GEORGE A. GREEN, is the duly elected Supervisor of the Town of New Windsor, New York, and has executed the Contract on behalf of the Town of New Windsor, New York has acted within his statutory authority and pursuant to a Resolution duly passed by the New Windsor Town Board.

In Witness Whereof, I have made and executed this Certificate this 28th day of June 1988.

J. Tad Seaman

J. Tad Seaman, Attorney for the Town of New Windsor, New York

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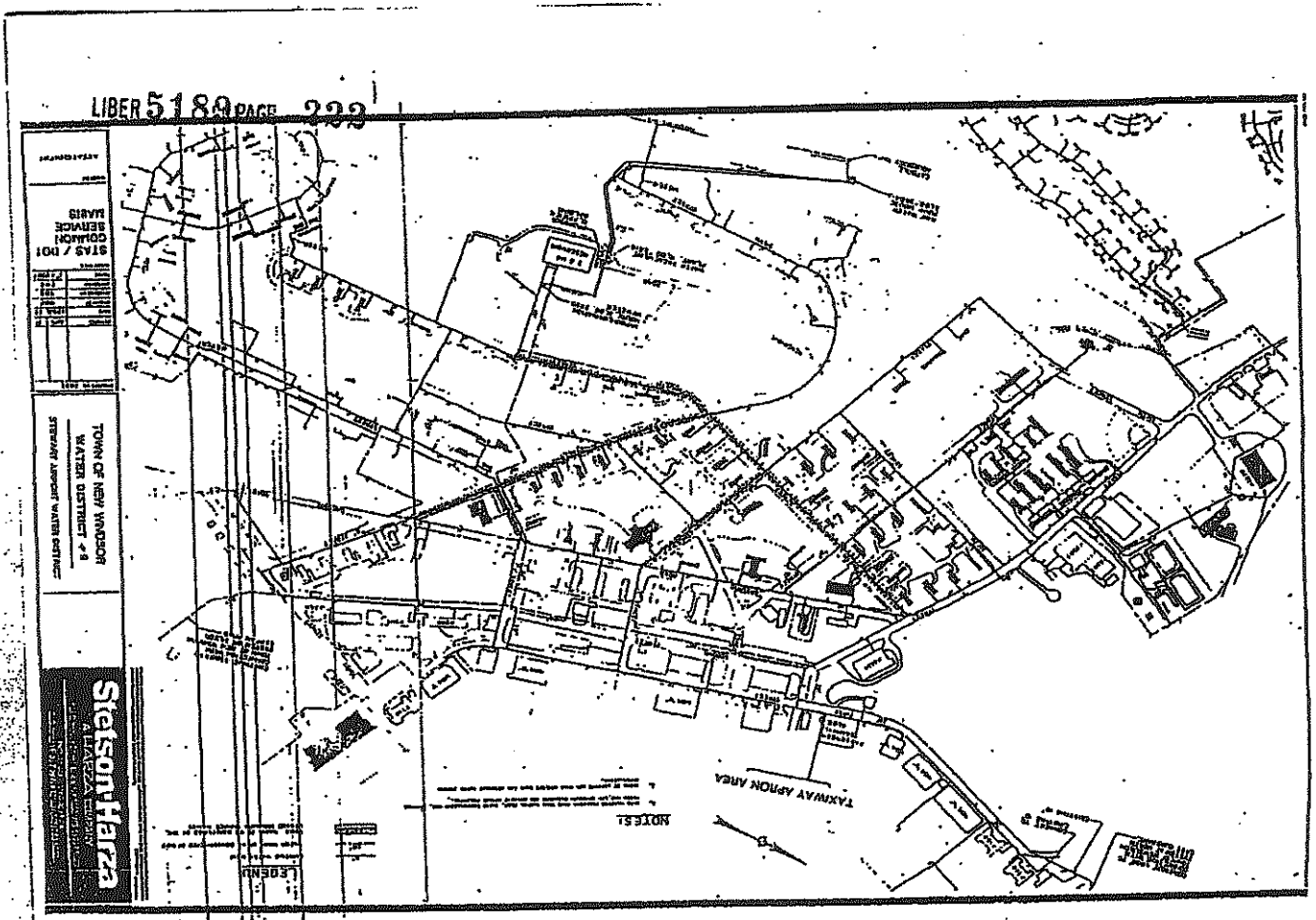
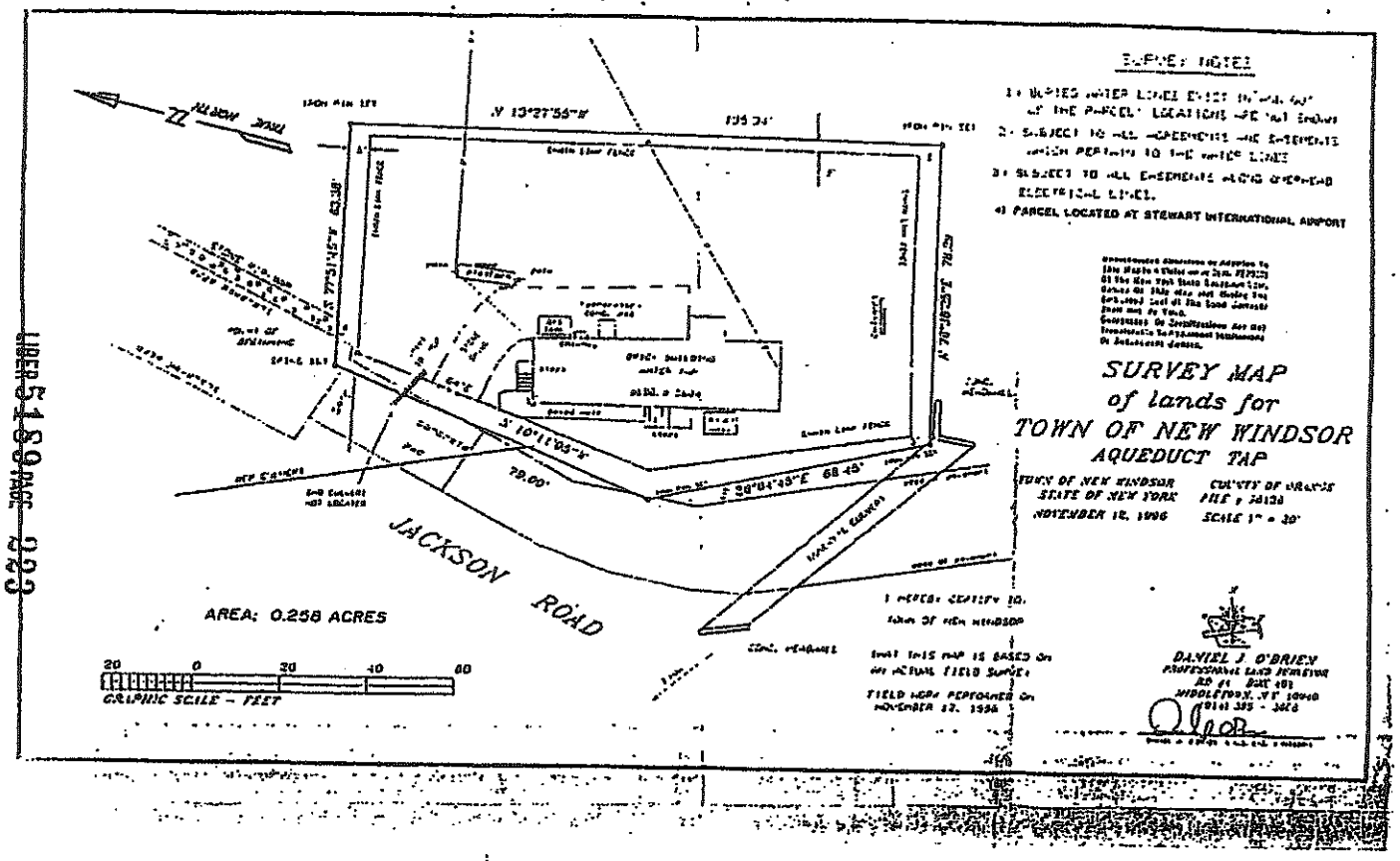
LIBER 5180 PAGE 222





LIBER 5189 PAGE 223

Nov. 25, 1996
File #9612ST

Description of Lands for Town of New Windsor

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York and being more accurately bounded and described as follows:

Beginning at a spike set in the pavement of near the easterly side of Jackson Road, said spike being the northwesterly corner of the here-in described parcel; thence from the said point or place of beginning and along or near the easterly side of Jackson Road the following (2) courses and distances, South 10 degrees 11 minutes 05 seconds West a distance of 79.00 feet to an iron pin set; 2) South 09 degrees 04 minutes 45 seconds East 58.45 feet to an iron pin set; thence following and being 5' southerly of a chain link fence, North 75 degrees 38 minutes 22 seconds East a distance of 78.29 feet to an iron pin set; thence following and being 2' easterly of a chain link fence, North 13 degrees 27 minutes 55 seconds West a distance of 125.34 feet to an iron pin set; thence following and being 5' feet northerly from a chain link fence, South 77 degrees 51 minutes 45 seconds West a distance of 53.38 feet to the point or place of beginning and containing 0.258 acres of land, more or less.

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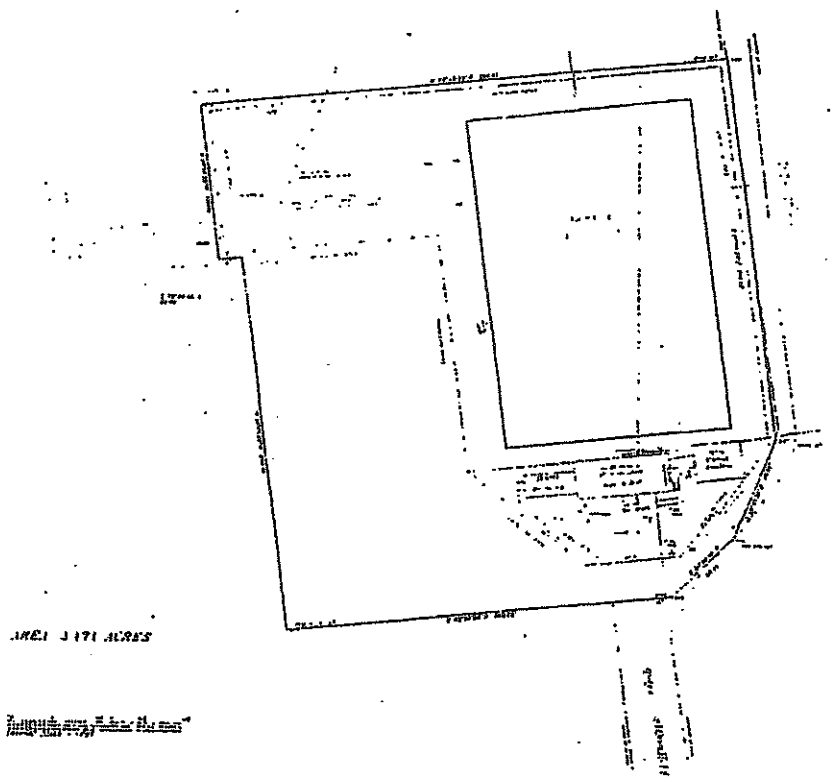


SURVEY MAP

of lands for

TOWN OF NEW WINDSOR

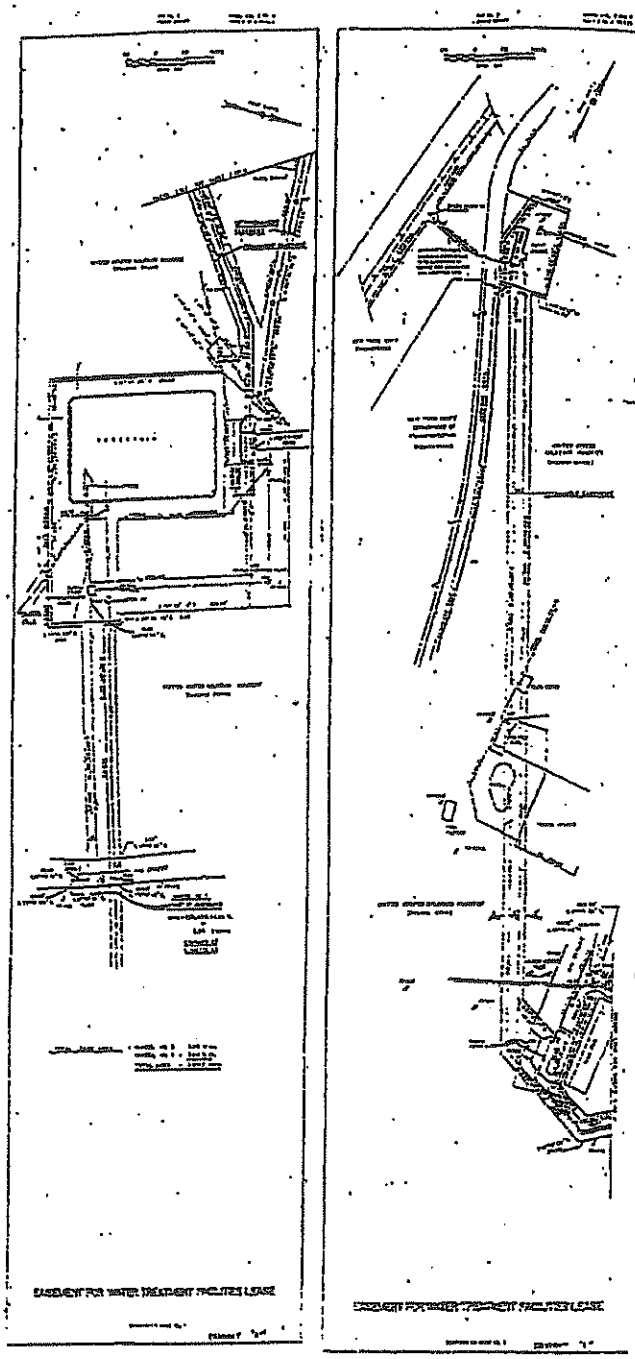
" WATER PLANT "

Nov. 25, 1996
File #96129T

Description of lands for Town of New Windsor

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York and being more accurately bounded and described as follows:

Beginning at an iron pin set in the westerly line of the here-in described parcel; said pin being the following (4) courses and distances from a point located at North 542472.87 and East 582731.62 in the East Zone of the New York State Plane Coordinate System said point being 30 feet easterly of the centerline of 4th Street, 1) South 73-17-45 West 20.00 feet, 2) South 16-42-15 East 8.33 feet, 3) South 72-03-05 West 386.83 feet, 4) North 16-18-35 West 28.29 feet; thence from the said point or place of beginning and following along and being 4.7 feet northerly of a chain link fence, South 73 degrees 48 minutes 55 seconds West 18.89 feet to an iron pin set; thence North 16 degrees 25 minutes 10 seconds West 296.75 feet to an iron pin set; thence, South 73 degrees 29 minutes 20 seconds West a distance of 252.45 feet to a spike set in the pavement near the easterly side of Reservoir Road; thence, South 22 degrees 33 minutes 45 seconds West a distance of 60.11 feet to an iron pin set on the easterly edge of a paved roadway; thence, South 10 degrees 47 minutes 38 seconds West 80.91 feet to a iron pin set near the westerly edge of the said paved roadway; thence following and being 5' easterly from of a chain link fence, South 16 degrees 44 minutes 35 seconds East a distance of 292.17 feet to a spike set in the westerly edge of the said paved roadway; thence following and being 5' feet southerly from a chain link fence, North 73 degrees 47 minutes 55 seconds East a distance of 359.81 feet; thence following and being 5' westerly of a chain link fence, North 16 degrees 12 minutes 35 seconds West 113.81 feet to the point or place of beginning and containing 3.171 acres of land, more or less.



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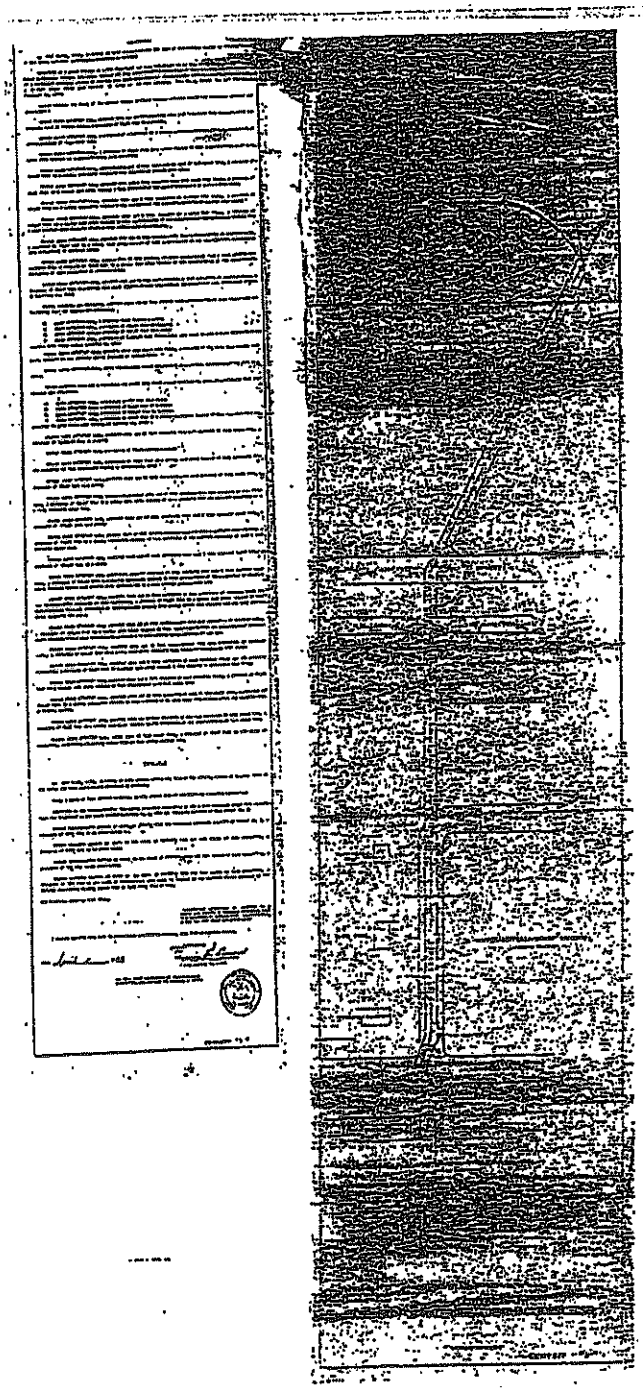
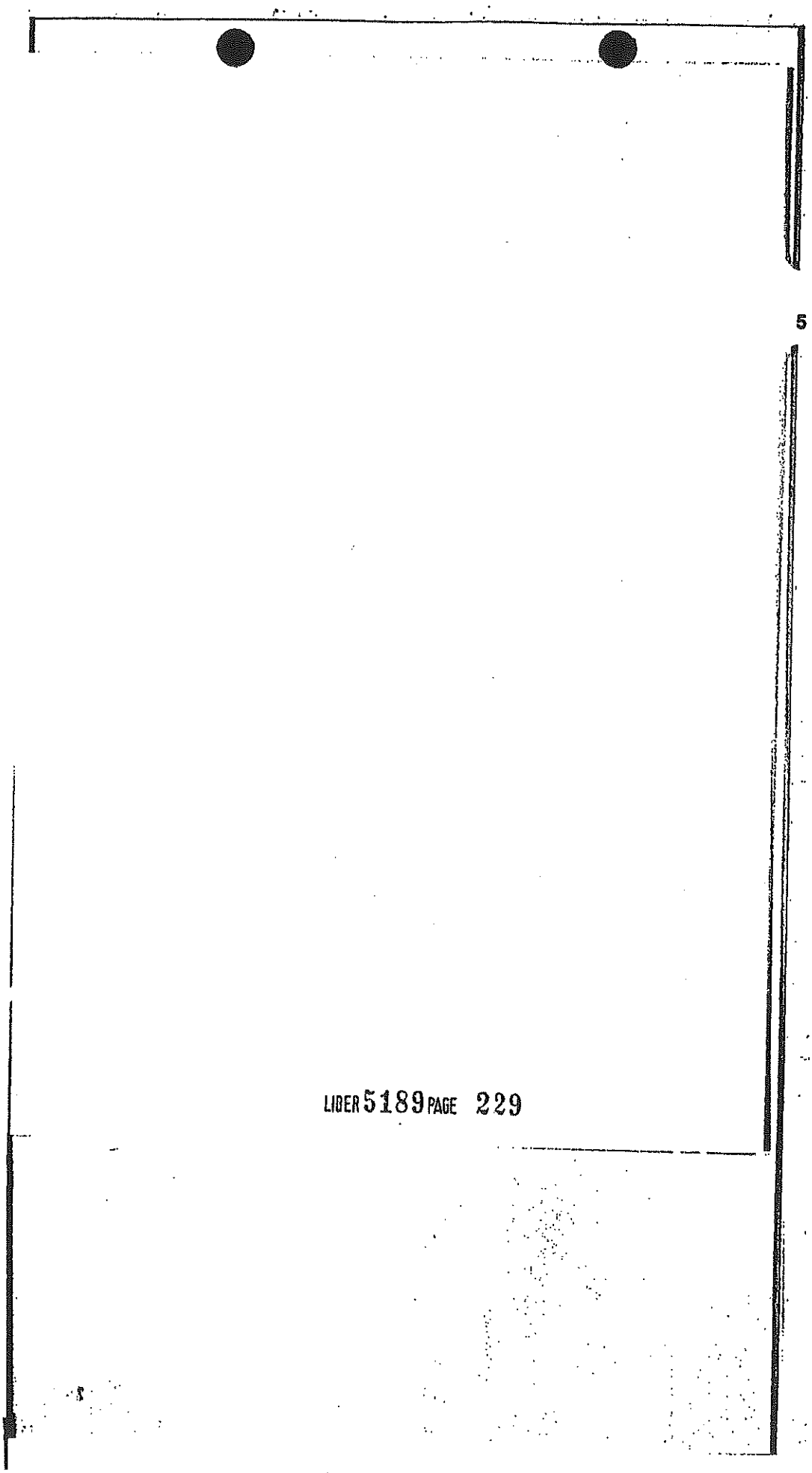



5

CITY OF NEW YORK
DEPARTMENT OF WATER SUPPLY, GAS & ELECTRICITY
CONTRACT NO. W-1097-ENG-2917, DATED JUNE 30, 1942
BETWEEN THE UNITED STATES OF AMERICA AND CITY OF NEW YORK
SUPPLY OF WATER TO THE GOVERNMENT FOR STEWART FIELD
NEWBURGH, NEW YORK

EXHIBIT "5"

LIBER 5189 PAGE 230

CITY OF NEW YORK
DEPARTMENT OF WATER SUPPLY, GAS & ELECTRICITY

Contract No. W-1077-and-2917
May 12, 1942

To the City of New York,
Department of Water Supply, Gas & Electricity

MAY 25 1942

Contract W-1077-and-2917

The United States of America, hereinafter called the "Government", represented by the Contracting Officer executing this application, hereby makes application to the City of New York, hereinafter called the "City", to furnish water to the Government for Stewart Field, Newburgh, New York, hereinafter called the "Project", from the Catskill Aqueduct under the following terms and conditions:

ARTICLE 1. - CONNECTIONS: The point of connection to said aqueduct and the work of installing the connection, the layout of pipes, meter and appurtenances shall be in accordance with the detailed plan [redacted] Such plan may be modified by the City if deemed necessary by the Department of Water Supply, Gas and Electricity, hereinafter called the "Department", properly to safeguard the structures and lands forming part of the water supply system of the City. The work of making such connection and installing such equipment shall be done under the supervision of, and to the satisfaction of the Department. All costs of making and maintaining the connection, pipes, meter and appurtenances shall be borne by the Government.

ARTICLE 2. - WATER TO BE FURNISHED. The City shall furnish to the Government water which shall be potable, safe and suitable for human consumption. The water flowing through the aqueduct at the point of connection is not treated for the removal of turbidity, but is treated with chlorine at the Ashokan headworks. The City will not assume responsibility for the continuous or complete application of this chemical treatment in the event that cessation of such

treatment is deemed necessary for any reason.

ARTICLE 3. USE OF SERVICE. The Government agrees that the water service to be supplied hereunder shall be used only in connection with activities within the boundaries of the Project as presently located. The extension of the facility to draw water from the aqueduct to any enlargement of the Project shall not be made without the prior written consent of the Department.

ARTICLE 4. TERM OF CONTRACT. This contract shall take effect as of the date of acceptance hereof by the City and continue until further notice. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the City not less than ninety (90) days in advance of the effective date of termination.

ARTICLE 5. SCHEDULE OF RATES. The Government agrees to pay for the water supplied by the City at the present rates for metered service approved by the Board of Estimate of the City, namely, fifteen (15) cents per hundred (100) cubic feet, or at any changed rate approved by said Board. This is understood to be the lowest rate allowed by the City to consumers of this classification.

ARTICLE 6. METERING. The Government at its own expense shall install and maintain the necessary meter for determining the amount of water furnished to it by the City. Said meter shall be approved by the Department and shall be installed in accordance with its rules and regulations within a suitably constructed meter chamber or within the pumping station so that at all times it shall be accessible to representatives of the City. The meter shall be sealed, and the seal broken only in the presence of representatives

of both the Government and the City and all tests of meter equipment shall be conducted only when representatives of both the Government and the City are present. The meter may be tested at any reasonable time upon request of either the Government or the City and in all events shall be tested at least once each year. Meter equipment shall be tested by means of suitable testing equipment which will be provided by the City.

If the meter shall fail to register correctly or shall cease to record the flow of water, the Government will at its expense, at the request of the Department, remove said meter, have it repaired and reinstalled. When the meter shall fail to register correctly or shall cease to record the flow of water, or is removed for any purpose the amount of water furnished shall be determined by the average daily registration of water indicated by said meter for the period of one month subsequent to its repair or resetting after it has been properly repaired and reconnected and this figure used as a basis of payment for the period while the meter failed to register correctly, or ceased to record the flow of water or was removed for any purpose.

ARTICLE 7. READING OF METER AND BILLING. The meter shall be read monthly by representatives of the Government and the Department and bills for the water furnished shall be rendered immediately thereafter. All bills for water delivered shall be paid without penalty or interest within fifteen (15) days from the date the bill is rendered, but this provision shall not operate to preclude the Government from the benefits of any discounts that might be available through more prompt payment.

ARTICLE 8. CHANGE IN DEMAND. Reasonable notice will be given by each party to the other as to any material changes proposed in the rate of draft in the Project

ARTICLE 9. CONTINUITY OF SERVICE. The City shall undertake to deliver water continuously to the Government as far as reasonable diligence will permit. The City reserves the right temporarily to discontinue or reduce the delivery of water at any time for the purpose of maintenance, repairs, replacements or installation of equipment. The City shall give reasonable notice to the Commanding Officer of the Project before such temporary discontinuance or reduction. The City, its officers, agents or employees shall not be liable for damages when, for any reason whatsoever, suspensions or reductions in delivery of water occur.

ARTICLE 10. REPAIRS TO APPURTENANCES. If the connection or other construction installed by the Government on the property of the City shows any defect or fails properly to perform its function, the necessary repairs or replacements shall be promptly made by the Government at its expense upon written notice from the Department. If the defect is of such a nature that the interests of the City will be jeopardized by the delay incident to the issuance of such notice, the City may make such repairs and charge the cost thereof to the Government; provided that an opportunity be given to the Government to have a representative present at the time such repairs are made by the City.

ARTICLE 11. SANITARY REGULATIONS. The work of installing the connection and its maintenance shall be in strict compliance with the sanitary regulations of the Department for the prevention of contamination of the water supply of the City.

ARTICLE 12. COVENANT AGAINST CONTINGENT FEE. The City warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee.

Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion to deduct from payments due the City the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the City upon contracts or sales secured or made through bona fide established commercial and selling agencies maintained by the City for the purpose of securing business.

ARTICLE 13. COVENANT AGAINST CONTINGENT FEE. The Government warrants that it has not employed any person to solicit or secure this contract, upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City the right to terminate the contract, or in its discretion to deduct from its obligations to the Government hereunder the equivalent of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Government upon contracts or sales secured or made through bona fide established commercial and selling agencies maintained by the Government for the purpose of securing business.

ARTICLE 14. REMOVAL OF EQUIPMENT. The Government shall remove at its expense its pipes and other equipment from the City's property upon the termination of this agreement and restore the property to its original condition. All openings made in the aqueduct shall be plugged in a manner satisfactory to the Department.

ARTICLE 15. RIGHTS FOR CONSTRUCTION OF SERVICE MAIN. The City agrees to grant to the Government permission to construct and maintain over City property the necessary

service feeders and equipment as shown on said plan annexed hereto or any amendments thereof.

ARTICLE 16. NO MEMBER OF CONGRESS TO BENEFIT. No member of or delegate of Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 17. DISPUTES. All disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer subject to a written appeal by the City within thirty (30) days to the Secretary of War, whose decision shall be final and conclusive upon the parties hereto.

ARTICLE 18. INDEMNITY. The City, its officers, agents and employees shall be indemnified and saved harmless by the Contractor of the Government from all claims, suits and actions of every nature and description brought against it, and all costs and damages to which it may be put on account of or by reason of any injury or damages to persons or property resulting from the making of the connection and equipment or from neglect or carelessness in the performance of said work or guarding same during said construction.

ARTICLE 19. INSPECTION BY CITY. The City, or its representatives, shall at all times have the right of access to and egress from all connections and equipment installed on City property.

ARTICLE 20. LABORERS. The City warrants that in the performance of its obligations hereunder it shall not employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE 21. DISCRIMINATION AGAINST WORKERS. The City in performing the work required by this Agreement shall

not discriminate against any workers because of their race, creed, color or national origin.

ARTICLE 22. OWNERSHIP OF PROJECT. The premises to be served under this Agreement are Government owned.

ARTICLE 23. FUNDS FOR PAYMENTS. This agreement is for general utilization by all arms services and branches; all calls on the City or orders for the delivery of supplies hereunder issued by the contracting service or by service other than the contracting service will contain a certificate of availability of funds quoting the procurement authority to be used in making payments.

ARTICLE 24. WATER SUPPLY SHUT OFF. Where charges for water delivered are not paid within thirty (30) days after the bill for monthly charges is rendered the City may shut off the supply of water to the Project.

ARTICLE 25. ACCEPTANCE. The acceptance of this application by the City will constitute an agreement between the City and the Government.

THE UNITED STATES OF AMERICA

By _____
Contracting Officer

Accepted:

CITY OF NEW YORK

A. B. JONES
Colonel, Corps of Engineers
District Engineer

By _____
Commissioner of Water Supply,
Gas and Electricity.

Dated: New York City, June 30, 1942.

Approved as to form:

_____
Corporation Counsel of the
City of New York.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On the 22nd day of June, 1942, before me personally came A. P. JONES, to me known, who, being by me duly sworn, did depose and say that he resides at 81 Brook Street, Garden City, Long Island, New York; that he is an authorized agent of the United States of America, which executed the foregoing instrument, and that he signed his name thereto by virtue of the authority conferred on him by executive order No. 9001 of December 27, 1941, issued by the President of the United States pursuant to the provisions of Title II of the First War Powers Act, 1941, approved December 18, 1941 (Public Law 354 - 77th Congress).

Irving Bresalier

IRVING BRESALIER
ATTORNEY AND COUNSELLOR AT LAW
[illegible]

LIBER 5189 PAGE 238

DEPARTMENT OF THE ARMY PERMIT NUMBER DACA51-4-86-608, AS AMENDED
FEDERAL AVIATION ADMINISTRATION (FAA)
AIR SURVEILLANCE FACILITY (ASR) RESERVOIR HILL
NOW OR FORMERLY OF STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

EXHIBIT "6"

LIBER 5189 PAGE 240

DEPARTMENT OF THE ARMY

PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY TO USE PROPERTY ON

STEWART ARMY SUBPOST, NEWBURGH, NEW YORK DACA51-4-86-608

Department of Transportation, Federal Aviation Administration (DOT/FAA)

is hereby granted a permit for a term of twenty (20) years

beginning 29 September *, 19* 86 *, and ending* 28 September *,* ~~19~~ 2006 *,*

but revocable at will by the Secretary of the Army, ~~or~~ for the purpose of erecting a Seventy Seven (77) foot tower and an Air Surveillance Radar (ASR) Building on 0.36 of an acre of land, more or less located on Reservoir Hill at Stewart Army Subpost, Newburgh, New York which will provide optimum radar coverage for airports serving the Mid-Hudson Valley Area,

as shown substantially in ~~red~~ *on Exhibit A, attached hereto and made a part hereof,* ~~and described~~ *as follows:*

THIS PERMIT is granted subject to the following conditions:

1. That the use and occupation of the said premises shall be without cost or expense to the Department of the Army, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the premises, and subject also to such rules and regulations as he may from time to time prescribe.

2. That the permittee shall, at its own expense and without cost or expense to the Department of the Army, maintain and keep in good repair and condition the premises herein authorized to be used.

3. That any interference with or damage to property under control of the Department of the Army incident to the exercise of the privileges herein granted shall be promptly corrected by the permittee to the satisfaction of the said officer.

4. That the permittee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Department of the Army or through Department of the Army facilities for the use of the permittee.

DD FORM 1 MAR 57 1362 PREVIOUS EDITIONS ARE OBSOLETE (ER 405-1-12.5)

5. That no additions to or alterations of the premises shall be made without the prior consent of the said officer.

6. That if for any reason it should be deemed necessary or expedient for the Department of the Army to perform functions and/or render services which are the responsibility of the permittee, the said officer may, in lieu of reimbursement, require the permittee to furnish the personnel and/or materials required for the performance of said functions and/or for the rendering of said services. In addition to furnishing personnel and/or materials, the permittee shall reimburse the Department of the Army for any costs incurred by the Department of the Army in connection with said functions and/or services, such as for supervision and/or equipment furnished. Selection of such personnel will be subject to the approval of the said officer.

7. That on or before the date of expiration of this permit or its relinquishment by the permittee, the permittee shall vacate the said premises, remove its property therefrom, and restore the premises to a condition satisfactory to the said officer, ordinary wear and tear and damage beyond the control of the permittee excepted. If, however, this permit is revoked, the permittee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate.

8. That the permittee shall demolish Building No. 2626 located on the permitted property for new construction at its own cost and without cost or expense to the Department of the Army.

9. That the proposed construction by the permittee of the ASR-9 Radar 77 foot tower shall be erected on the permitted property of the existing radar building and the beacon tower is to be subsequently removed by the permittee. The beacon shall be relocated to the roof of Stewart Airport Control Tower by separate agreement.

10. That the permitter shall review and approve the Electrical Load Analysis and final construction design of all facilities associated with the permit prior to commencement of work by the permittee.

11. That prior to construction of a replacement storage building by the permittee, the permitter must review and approve all plans and specifications associated with the construction of the replacement storage building.

12. That the permitter must approve all changes or upgrading of electrical transformation, both within the ASR permitted area and on the Federal Installation prior to commencement of work by the permittees.

13. That the permitter shall have unrestricted access on the service road past the ASR site.

14. That the permitter must approve of the removal of the beacon tower (with associated placement of the cable dish) prior to commencement of work by the permittee.

15. That the permittee shall furnish to the permitter a completed and satisfactory interservice support agreement (covering utilities, plowing, vegetation control, etc.).

That prior to the execution of this permit, the Granting Clause was modified and Condition Nos. 8 through 15 were added on pages 2 and 3 which are hereby made a part of this permit.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this 16th day of September 1986.

JOHN J. BASTIBLE
Chief, Real Estate Division
New York District, Corps of Engineers

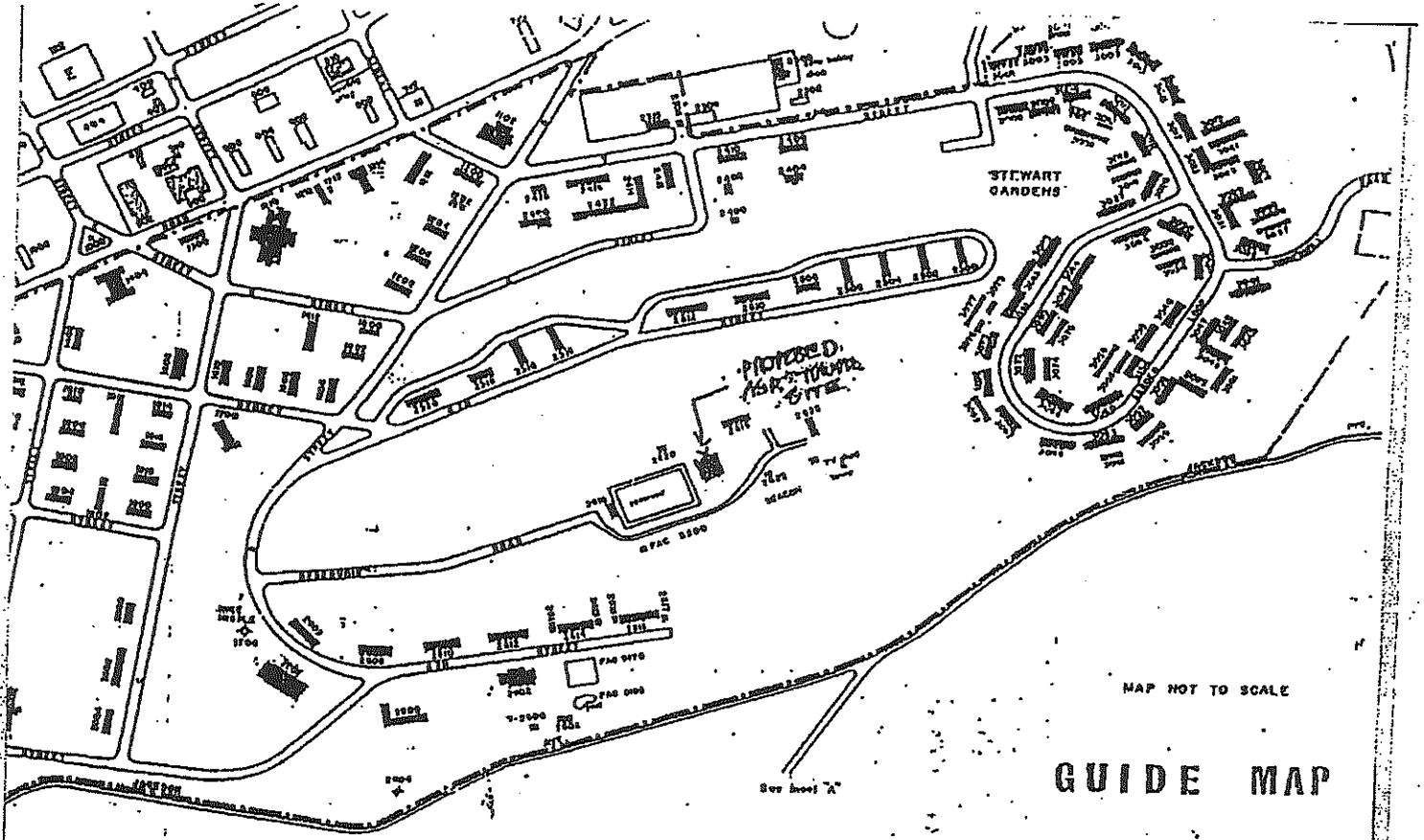
APPROVED AND ACCEPTED
FEDERAL AVIATION ADMINISTRATION

BY: Kathy Landers

TITLE: Contracting Officer

DATE: September 26, 1986

ATTEST: Eileen M. Daly



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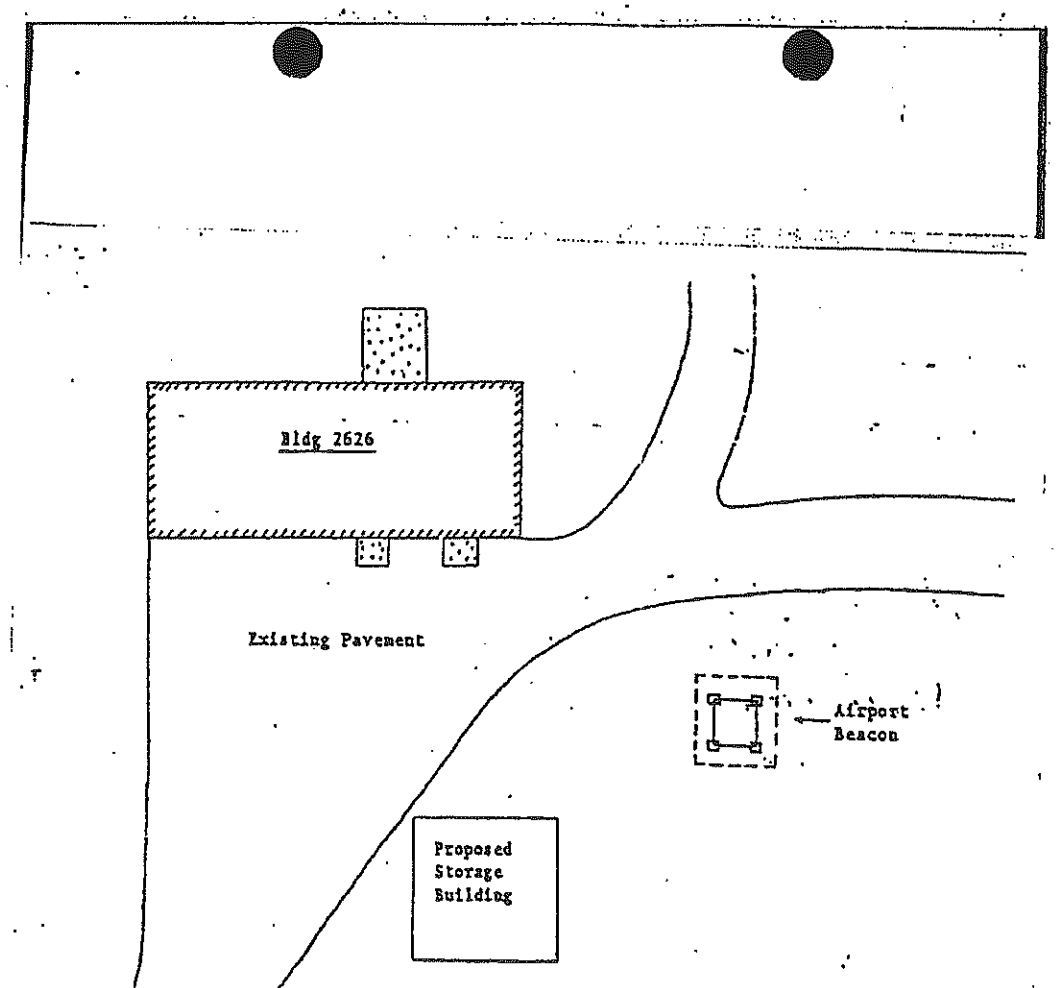

APPROXIMATE SCALE: 1" = 20'.

DEPARTMENT OF THE ARMY
PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY
TO USE PROPERTY ON
STEWART ARMY SUBPOST, NEWBURGH, NEW YORK

Amendment No. 1
Permit No. DACA51-4-86-608

WHEREAS, on 16 September 1986, the Secretary of the Army, hereinafter referred to as the "Permitter", granted to the Department of Transportation, Federal Aviation Administration (DOT/FAA), hereinafter referred to as the "Permittee", a Permit for a term of twenty (20) years beginning 29 September 1986 and ending 28 September 2006, but revocable at will by the Secretary of the Army, for the purpose of erecting a Seventy Seven (77) foot tower and an Air Surveillance Radar (ASR) Building on 0.36 of an acre of land, more or less located on Reservoir Hill at Stewart Army Subpost, Newburgh, New York which will provide optimum radar coverage for airports serving the Mid-Hudson Valley Area, as shown substantially on Exhibit "A" attached hereto and made a part thereof; and

WHEREAS, it is mutually desired to amend said Permit to add the metes and bounds description of the 0.36 acre of land, more or less as Exhibit "B", add the Construction Restrictive Easement and Additional Rights as Exhibit "C", and to delete Condition No. 8 in its entirety.

NOW THEREFORE, effective upon execution of this Amendment No. 1, Permit No. DACA51-4-86-608 is hereby amended in the following respects and these respects only;

1. The metes and bounds description of 0.36 acre of land, more or less is shown on Exhibit "B" which is attached hereto and made a part hereof.

2. That the Construction Restrictive Easement and Additional Rights are described on Exhibit "C" which is attached hereto and made a part hereof.

3. That Condition No. 8 is deleted in its entirety.

4. That all other terms and conditions of Permit No. DACA51-4-86-608 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 20th day of June 1988.

for JOHN J. HALEY
Chief, Real Estate Division
New York District, Corps of Engineers

APPROVED AND ACCEPTED
DEPARTMENT OF TRANSPORTATION, FAA

BY: [signature]

TITLE: [illegible]

DATE: [illegible]

ATTEST: [illegible]

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STEWART ARMY SUBPOST, NEWBURGH, NEW YORK

METES AND BOUNDS DESCRIPTION

Beginning at a point in the center of the ASR Tower, whose coordinates are: N 41° 29' 25.51" and W 74° 06' 23.12", proceed the following courses and distances to the property line: N 16° 18' W 52.0 feet to the point of the beginning of the property line; Thence around the property border lines the following courses and distances: S 73° 42' W 70.0 feet to a point; N 16° 18' W 130.0 feet to a point; N 73° 42' E 120 feet to a point; S 16° 18' E 130.0 feet to a point; S 73° 42' W 50.0 feet to the point of beginning.

Containing in all 0.36 of an acre of land, more or less.

EXHIBIT

STEWART ARMY SUBPOST, NEWBURGH, NEW YORK

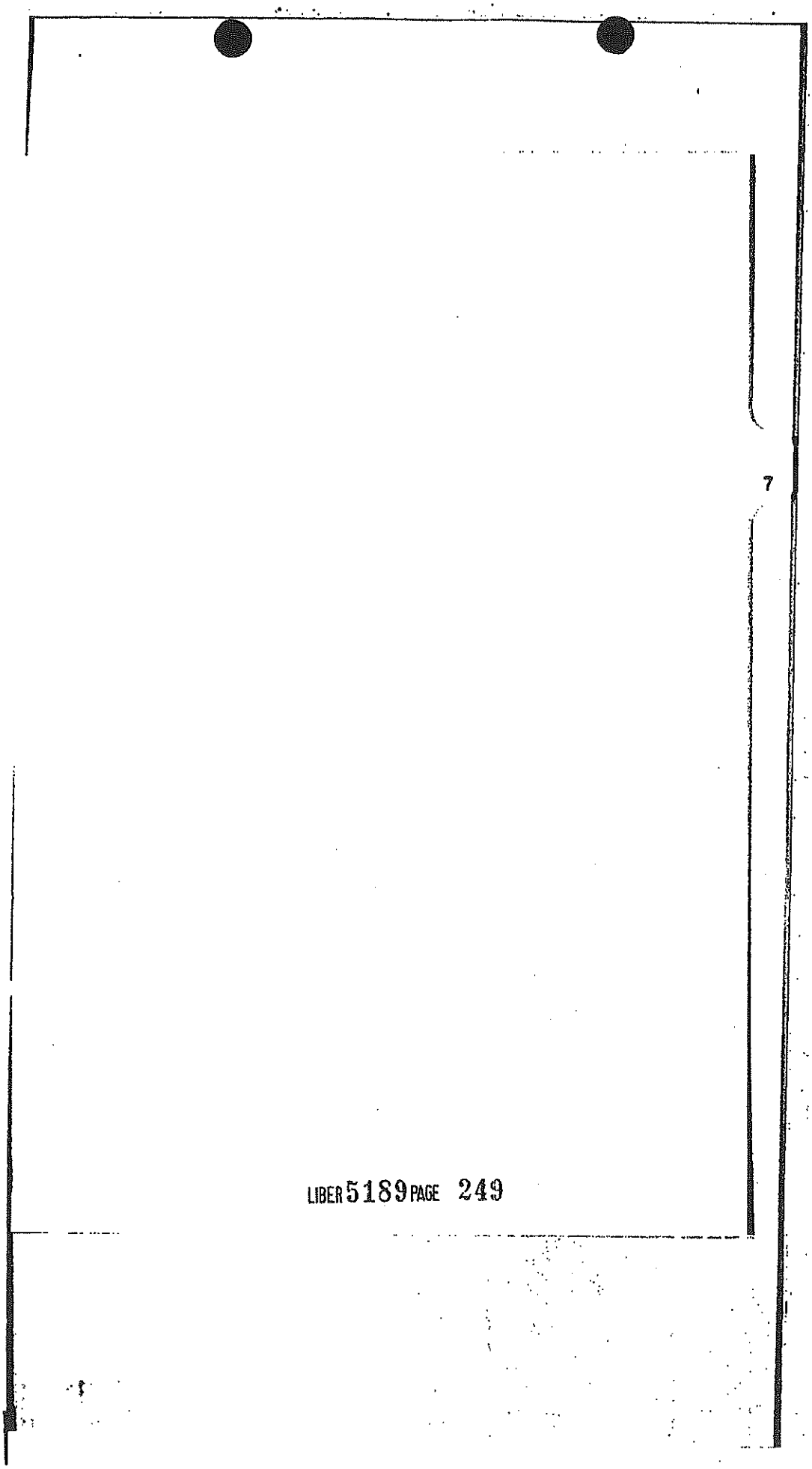
CONSTRUCTION RESTRICTIVE EASEMENT

This easement shall be defined as a plane of a 1,500 foot diameter centered at the Radar Tower at an elevation of 675 feet MSL. Any construction within this easement that will be above 675 feet MSL elevation shall not be permitted. Any construction within this easement thai will be below 675 feet MSL elevation shall be coordinated with the FAA.

ADDITIONAL RIGHTS

The Government shall have the right of entry over roads from the Airport entry gates to the ASR-9 site. All authorized agents, representatives and employees of the Airport, Military, National Guard and other concerned organizations shall have right of entry over the Government's proposed property. (That portion of airport road that crosses over Government's proposed property).

EXHIBIT "B"


7

REAL PROPERTY INVENTORY CONVEYANCE OF LAND AND IMPROVEMENTS
NOW OR FORMERLY OF STEWART ARMY SUBPOST
TO THE TOWN OF NEW WINDSOR, NEW YORK

EXHIBIT "7"

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	A	B	C	D	E	F	G	H	I	J	K	L
44	BLDG		AGENCY	FACNAME	GROSSF	YR BLT	REMARKS	STREET ADDRESS	New Bldg Number	Bldg Count	Govt Cost	Category Code
45									911			
47	Conveyance to Town of New Windsor by Special Legislation, PUBLIC LAW #196-291											
56												
59	1004	STAS	New Windsor	NYNEX/BWAT&T	3,927	1942	Conveyance to New Windsor	BRUENIG ROAD		1		
60	1102	STAS	New Windsor	Gymnasium	18,999	1942	Conveyance to New Windsor	Y STREET		1	559,900	13130
61	1200	STAS	New Windsor	STAS Teen Club	4,148	1942	Conveyance to New Windsor	Y STREET		1	275,900	74034
62	1202	STAS	New Windsor	Summer Augmentation HQ (Admin)	2,202	1942	Conveyance to New Windsor	O STREET		1	90,700	74099
63	1204	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	D STREET		1	36,900	14188
64	1206	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	D STREET		1	78,500	72111
65	1208	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	D STREET		1	78,200	72111
66	1214	STAS	New Windsor	Fire Station	4,618	1942	Conveyance to New Windsor	D STREET		1	78,200	72111
67	1216	STAS	New Windsor	DCFA Warehouse	8,784	1942	Conveyance to New Windsor	BRUENIG ROAD		1	39,700	79010
68	1300	STAS	New Windsor	Vacant (Admin)	3,564	1942	Conveyance to New Windsor	Y STREET		1	77,200	44270
69	1400	STAS	New Windsor	CRD & STAS Youth Center	10,927	1942	Conveyance to New Windsor	C STREET		1	48,900	81050
70	1402	STAS	New Windsor	Library	6,748	1942	Conveyance to New Windsor	C STREET	836	1	109,400	74099
71	1404	STAS	New Windsor	Vacant (UPH Dining)	13,297	1942	Conveyance to New Windsor	B STREET	809	1	65,400	74041
72	1600	STAS	New Windsor	Summer Augment Depm	2,202	1942	Conveyance to New Windsor	BRUENIG ROAD		1	170,700	72210
73	1602	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	X STREET		1	31,900	72380
74	1604	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	O STREET		1	78,400	72111
75	1606	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	O STREET		1	78,400	72111
76	1608	STAS	New Windsor	Enlisted Bks w/o Dining	8,590	1942	Conveyance to New Windsor	FOURTH STREET	753	1	78,400	72111
77	1610	STAS	New Windsor	Admin Gen Purp (vacant)	8,590	1942	Conveyance to New Windsor	FOURTH STREET	749	1	78,400	72111
78	1612	STAS	New Windsor	Summer Augment (Vacant)	8,784	1942	Conveyance to New Windsor	FOURTH STREET	743/739	1	77,400	72111
79	1700	STAS	New Windsor	Post Chapel	4,822	1942	Conveyance to New Windsor	O STREET		1	77,300	81050
80	1708	STAS	New Windsor	HQ BLDG STAS (Admin)	40,500	1997	Conveyance to New Windsor	FOURTH STREET	648	1	95,800	81050
81	1800	STAS	New Windsor	NYANG Enl Bks w/o Dining	8,590	1942	Conveyance to New Windsor	O STREET		1	97,200	73017
82	1802	STAS	New Windsor	Vacant (Barracks)	8,784	1942	Conveyance to New Windsor	FIFTH STREET	682	1	2,352,100	81050
83	1804	STAS	New Windsor	NYANG	8,590	1942	Conveyance to New Windsor	FIFTH STREET	935	1	78,400	72111
84	1806	STAS	New Windsor	NYANG Enl Bks w/o Dining	8,590	1942	Conveyance to New Windsor	FIFTH STREET	931	1	81,900	72111
85	1808	STAS	New Windsor	NYANG Enl Bks w/o Dining	8,590	1942	Conveyance to New Windsor	B STREET	527	1	78,400	72131
86	1810	STAS	New Windsor	NYANG Enl Bks w/o Dining	8,590	1942	Conveyance to New Windsor	B STREET	521	1	78,600	72111
87	1812	STAS	New Windsor	DHPW Storage	2,202	1942	Conveyance to New Windsor	B STREET	521	1	78,400	72111
88	1814	STAS	New Windsor	FBI (Admin)	8,784	1942	Conveyance to New Windsor	FOURTH STREET	732	1	28,300	44270
89	1816	STAS	New Windsor	DCFA Unheated Storage	2,202	1942	Conveyance to New Windsor	FOURTH STREET	728	1	91,300	81050
90	1818	STAS	New Windsor	FBI Admin	8,997	1942	Conveyance to New Windsor	C STREET	515	1	25,000	44270
91	1516	STAS	New Windsor	NYANG Enl Bks w/o Dining	8,590	1942	Conveyance to New Windsor	C STREET	530	1	78,400	81050
92	2000	STAS	New Windsor	OFF STAS Mil.	8,527	1942	Conveyance to New Windsor	C STREET	556	1	78,400	72111
93	2002	STAS	New Windsor	Guest House DHPW	12,658	1943	Conveyance to New Windsor	C STREET	574	1	91,400	72410
94	2004	STAS	New Windsor	DHPW	8,327	1943	Conveyance to New Windsor	C STREET	582	1	158,700	74032
95	2006	STAS	New Windsor	DHPW Enl Bks w/o Dining	24,129	1957	Conveyance to New Windsor	B STREET	592	1	110,900	81050
96	2210	STAS	New Windsor	STP Bldg	3,818	1942	Conveyance to New Windsor	B STREET	583	1	381,400	72111
97	2207	STAS	New Windsor	Salt/Sand Storage	9,156	1958	Conveyance to New Windsor	PLANT ROAD	830	1	37,100	83110
98	2208	STAS	New Windsor	DHPW	154	1959	Conveyance to New Windsor	A STREET		1	141,100	44220
99	2210	STAS	New Windsor	Army Community Service	425	1942	Conveyance to New Windsor	Y STREET		1	9,000	81150
100	2400	STAS	New Windsor	Unheated Storage, BRSC	1,834	1942	Conveyance to New Windsor	Y STREET		1	3,100	44220
101	2402	STAS	New Windsor	DHPW	742	1942	Conveyance to New Windsor	X STREET		1	21,200	74033
102	2404	STAS	New Windsor	W.P. School Storage	1,560	1942	Conveyance to New Windsor	X STREET		1	10,000	21910
103	2408	STAS	New Windsor	Craft Shop	1,491	1942	Conveyance to New Windsor	X STREET		1	16,500	44220
104	2410	STAS	New Windsor	Thrift Shop	3,205	1942	Conveyance to New Windsor	Y STREET		1	16,400	44220
105	2412	STAS	New Windsor	Lumber Shed, BRSC	3,205	1942	Conveyance to New Windsor	Y STREET		1	38,500	74022
106					3,814	1942	Conveyance to New Windsor	X STREET		1	42,500	74078
107											8,000	21910
108												

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	A	B	C	D	E	F	G	H	I	J	K	L
109	BLDG		AGENCY	FACNAME	GROSSF	YR BLT	REMARKS	STREET ADDRESS	New Bldg Number 911	Bldg Count	Gov't Cost	Category Code
110												
111	Conveyance to Town of New Windsor by Special Legislation, PUBLIC LAW #108-281											
112												
113	2414	STAS	New Windsor	Engineer Shops, SRSC	2,834	1942	Conveyance to New Windsor	Y STREET		1	537,000	21910
114	2416	STAS	New Windsor	Engineer Shops, SRSC	4,730	1942	Conveyance to New Windsor	Y STREET		1	52,100	21910
116	2418	STAS	New Windsor	DHPW	1,960	1942	Conveyance to New Windsor	Y STREET		1	31,100	61050
116	2420	STAS	New Windsor	Self-Help Supply DHPW	4,315	1942	Conveyance to New Windsor	Y STREET		1	53,000	44220
117	2422	STAS	New Windsor	Engineer Shops, SRSC	5,138	1942	Conveyance to New Windsor	Y STREET		1	89,200	21910
118	2500	STAS	New Windsor	DHPW	6,690	1942	Conveyance to New Windsor	FOURTH STREET	845	1	52,900	44220
119	2506	STAS	New Windsor	DHPW	6,590	1942	Conveyance to New Windsor	FOURTH STREET	851	1	52,900	44220
120	2508	STAS	New Windsor	DHPW	2,202	1942	Conveyance to New Windsor	FOURTH STREET	825	1	30,900	61050
121	2510	STAS	New Windsor	DHPW	4,146	1942	Conveyance to New Windsor	FOURTH STREET	817	1	61,900	61050
122	2512	STAS	New Windsor	DHPW	8,784	1942	Conveyance to New Windsor	FOURTH STREET	809	1	91,100	21910
123	2514	STAS	New Windsor	DHPW	6,590	1942	Conveyance to New Windsor	FOURTH STREET	789	1	58,400	61050
124	2516	STAS	New Windsor	DHPW	6,590	1942	Conveyance to New Windsor	FOURTH STREET	793	1	51,800	21910
125	2518	STAS	New Windsor	Chaplain's Office	2,202	1942	Conveyance to New Windsor	FOURTH STREET	777	1	27,100	61050
126	2520	STAS	New Windsor	Chapel Annex	8,784	1942	Conveyance to New Windsor	FOURTH STREET	769	1	89,800	73018
127	2600	STAS	New Windsor	ICM Snack Bar	160	1989	Conveyance to New Windsor	SIXTH STREET		1	1,000	74015
128	2602	STAS	New Windsor	Officer's Club	16,987	1942	Conveyance to New Windsor	SIXTH STREET		1	570,100	74048
129	2603	STAS	New Windsor	Bathhouse	504	1939	Conveyance to New Windsor	SIXTH STREET		1	5,000	74007
130	2604	STAS	New Windsor	Water Pumphouse	1,064	1942	Conveyance to New Windsor	JACKSON AVENUE		1	16,500	84141
131	2605	STAS	New Windsor	Five Star Inn	24,952	1957	Conveyance to New Windsor	SIXTH STREET		1	1,254,400	74032
132	2606	STAS	New Windsor	FH Cbl	3,666	1942	Conveyance to New Windsor	SIXTH STREET		1	45,200	71112
133	2607	STAS	New Windsor	Dal Garage (2 Vehicles)	480	1958	Conveyance to New Windsor	SIXTH STREET		1	3,000	71410
134	2608	STAS	New Windsor	Sen Enl Otrs	10,052	1942	Conveyance to New Windsor	SIXTH STREET		1	122,500	72170
135	2609	STAS	New Windsor	ONSen Enl Otrs	6,290	1997	Conveyance to New Windsor	D STREET		1	119,300	72410
136	2610	STAS	New Windsor	SEN Enl QTRS	10,052	1942	Conveyance to New Windsor	SIXTH STREET		1	155,800	72170
137	2612	STAS	New Windsor	DHPW Guest House	10,052	1942	Conveyance to New Windsor	SIXTH STREET		1	132,200	72410
138	2618	STAS	New Windsor	Water Treatment Plant	2,304	1942	Conveyance to New Windsor	RESERVOIR ROAD		1	23,800	84110
139	2619	STAS	New Windsor	Unheated Storage DHPW	2,240	1957	Conveyance to New Windsor	RESERVOIR ROAD		1	78,000	44220
140	2620	STAS	New Windsor	Water Pumphouse	196	1942	Conveyance to New Windsor	RESERVOIR ROAD		1	1,600	84141
141	2623	STAS	New Windsor	Unheated Storage DHPW	2,050	1957	Conveyance to New Windsor	RESERVOIR ROAD		1	67,200	44220
142	2627	STAS	New Windsor	DHPW Storehouse	480	1997	Conveyance to New Windsor	RESERVOIR ROAD		1	15,900	44220
143				subtotal	478,182			subtotal	Buildings	77	$9,258,900	
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LIBER 5189 PAGE 252

	A	B	C	D	E	F	G	H	I	J	K	L
183	BLDG		AGENCY	FACNAME	GROSSF		REMARKS	STREET ADDRESS	New Bldg Number 911	Facility Number	Govt Cost	Category Code
184												
185	Conveyance to Town of New Windsor by Special Legislation, PUBLIC LAW 9105-201											
186												
187			UTILITIES/FACILITIES/STRUCTURES/LAND			TR ACQ	Unit of Measure (UM)					
188												
189			New Windsor	Open Storage Area	6,050	1971	Square Yards (SY)			5138	$18,800	46210
170			New Windsor	Open Storage Area	3,000	1971	Square Yards (SY)			5139	15,000	46210
171			New Windsor	Reclamation Yard	9,000	1971	Square Yards (SY)			5139	18,000	46210
172			New Windsor	Tennis Court	4	1989	Each (EA)	Rehab by USAR 2006		5170	28,000	72611
173			New Windsor	Basketball Court	2	1971	Each (EA)				14,000	72611
174			New Windsor	Playground	4	1971	Each (EA)				4,000	72611
175			New Windsor	Outdoor Swimming Pool (2,800 SF)	1	1971	Each (EA)			5185	22,000	72616
176			New Windsor	Sewage Treatment Disposal	350	1973				5270	482,000	72630
177			New Windsor	Sewer Mains	9,024	1971	Linear Feet (LF)				189,200	83168
178			New Windsor	Water Storage Reservoir	2,500	1973				5299	80,000	83210
179			New Windsor	Water Supply Treatment	1,200	1973				5300	73,000	84125
180			New Windsor	Water Mains	11,200	1971	Linear Feet (LF)				146,496	84165
181			New Windsor	Roads, Surfaced	61,484	1971	Square Yards (SY)			5370	784,281	84210
182			New Windsor	Plant Road	730	1971	Square Yards (SY)				84,000	85110
183			New Windsor	Vehicle Parking G/Equipment	2,300	1971	Linear Feet (LF)			5400	23,000	85210
184			New Windsor	Winery Driveways	10,000	1971	Square Yards (SY)			5370	46,000	85215
185			New Windsor	Driveways (from Winery FH Quarters)	22,128	1971	Square Yards (SY)			5370	138,000	85215
186			New Windsor	Vehicle Parking Non-Organizational	28,003	1971	Linear Feet (LF)			5390	250,000	85215
187			New Windsor	Sidewalk	11,421	1971	Square Yards (SY)			5430	62,748	85220
188			New Windsor	Storm Sewer	19,400	1971	Linear Feet (LF)			5440	426,800	87110
189			New Windsor	Fence Interior (6400 LF + 883 LF)	7,283	1971	Linear Feet (LF)			5475	43,100	87210
190			New Windsor	Fence Boundary	9,800	1971	Linear Feet (LF)			5450	11,500	87210
191			New Windsor	Security Alarm Systems (2 each)	2	1971	Each (EA)			5480	12,900	87241
192			New Windsor	Main Fire Alarm E System (28 boxes)	28	1971	Boxes (BX)			5490	5,000	88023
193			New Windsor	Land	260	1971	Acres (AC)				85,345	91131
194			New Windsor	Easement (at time of transfer)	0	1971	Acres (AC)				0	
195										subtotal	$2,960,808	
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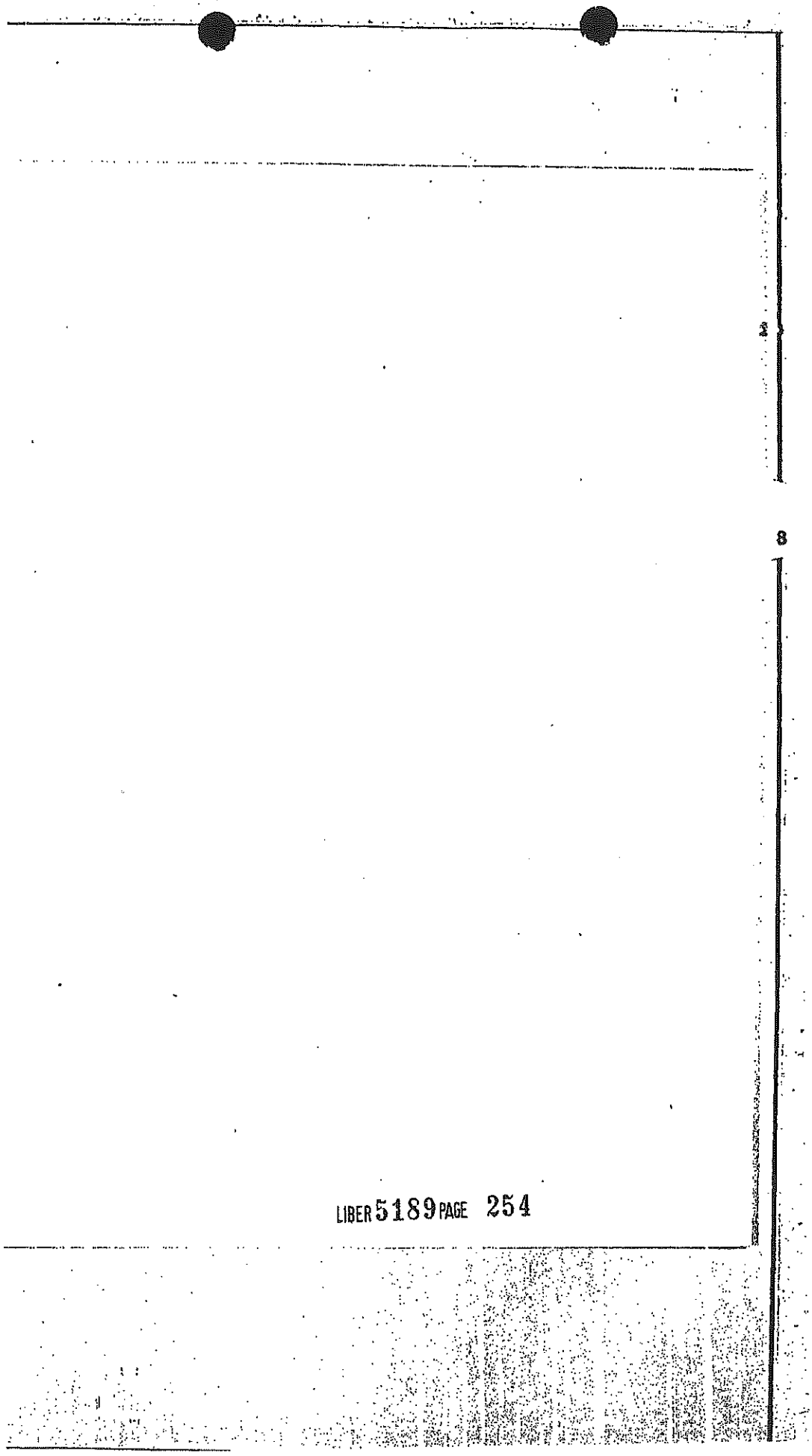
LIBER 5189 PAGE 253



LIBER 5189 PAGE 254

DEPARTMENT OF THE ARMY
STATE OF NEW YORK ACCEPTANCE OF
RETROCESSION OF EXCLUSIVE LEGISLATIVE JURISDICTION
OVER LANDS NOW OR FORMERLY OF STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

EXHIBIT "B"

LIBER 5189 PAGE 255

DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY
INSTALLATIONS LOGISTICS AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110

June 8, 1999

Mr. Joseph Seymour
Commissioner
New York State Office of General Services
Corning Tower, 41st Floor
Empire State Plaza
Albany, New York 12242

Dear Mr. Seymour:

The United States presently owns approximately 401.809 acres of land and improvements at the Stewart Army Subpost, New Windsor, New York (STAS) and exercises exclusive legislative jurisdiction over approximately 320.249 acres. We now seek to relinquish such jurisdiction as necessary over the 320.249 acres so as to only retain a proprietary interest over that portion of the installation as shown in yellow on the enclosed map and described by the enclosed metes and bounds descriptions.

The laws of the State of New York (Section 38 of Article 3, McKinney, 1995) permit the Commissioner of General Services to accept retrocession on behalf of the state of New York of all or part of jurisdiction over lands acquired by or ceded to the United States.

Accordingly, pursuant to the authority in Title 10, United States Code, Section 2683, notice is hereby given that the United States relinquishes and retrocedes to the State of New York such jurisdiction as to only retain a proprietary interest.

I would appreciate your acceptance of this jurisdiction on behalf of the State of New York by signing the duplicate copy of the Notice of Acceptance and returning it to this office.

Sincerely,

Paul W. Johnson
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)

Enclosures

COMMISS
JUN 11
GENERAL SERVICES

Printed on Recycled Paper
LIBER 5189 PAGE 256

NOTICE OF ACCEPTANCE

SUBJECT: Retrocession of Legislative Jurisdiction at Stewart Army Subpost, New Windsor, New York

The jurisdiction relinquished by the United States to the State of New York to provide the United States with a proprietary interest at Stewart Army Subpost is accepted by me, acting on behalf of the State of New York, this 7th day of SEPTEMBER, 1999.

Commissioner
General Services

STATE OF NEW YORK }
: SS.:
COUNTY OF ALBANY }

On the 7th day of SEPTEMBER, in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph J. Seymour, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
Qualified in County of: SARATOGA
My Commission Expires: 7/28/01

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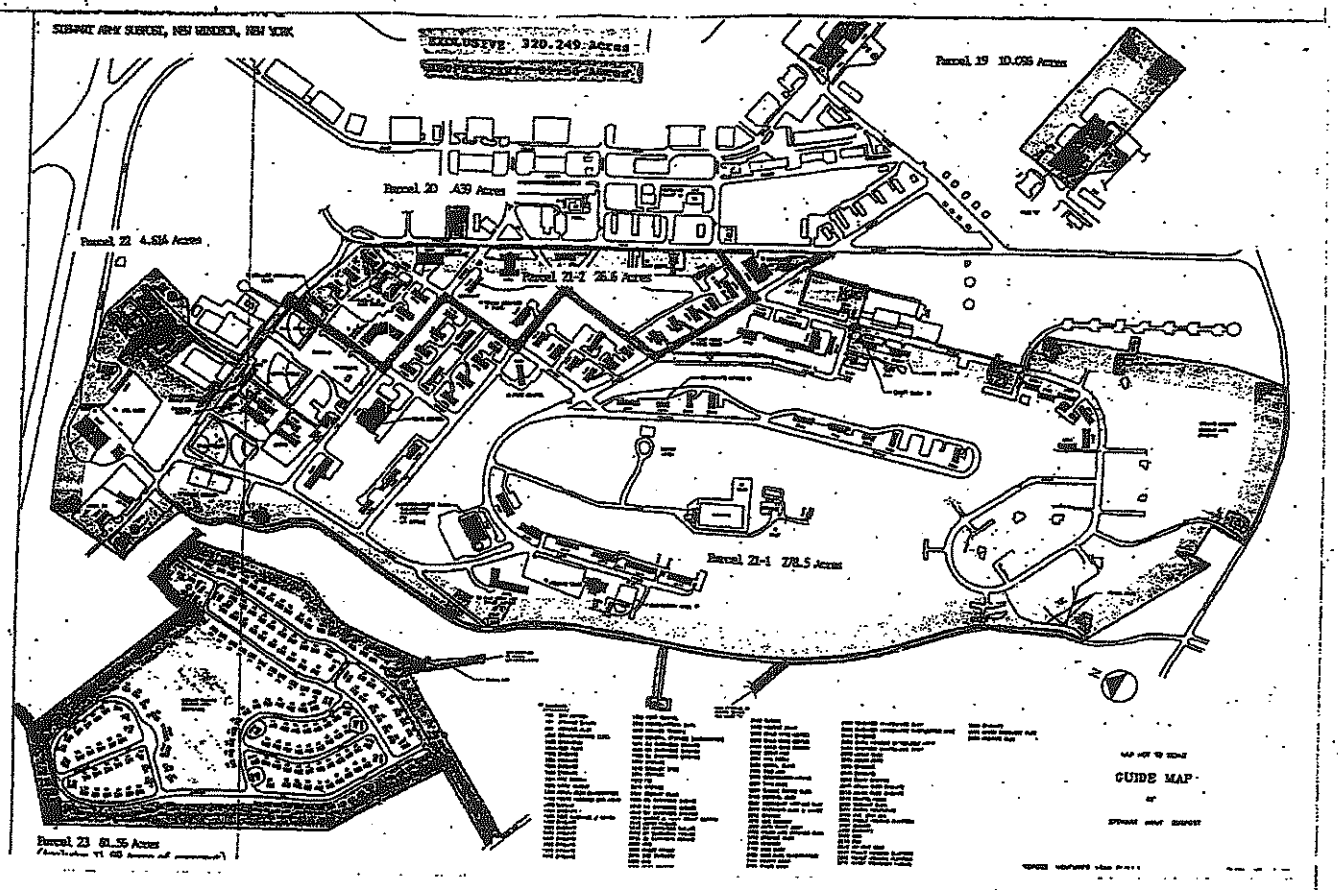
SUBMIT ARMY DEPOT, NEW WINDSOR, NEW YORK
EXCLUSIVE 320.249 Acres
Parcel 19 10.056 Acres
Parcel 20 .439 Acres
Parcel 22 4.514 Acres
Parcel 21-2 26.5 Acres
Parcel 21-1 278.5 Acres
Parcel 23 81.55 Acres
GUIDE MAP

DESCRIPTION OF PARCEL 19 ACQUIRED 1970[1]
ASSOCIATED WITH HANGARS 108 AND 109
STEWART ARMY SUBPOST
NEW WINDSOR, NEW YORK

Commencing at a point located at the northwesterly corner of the existing Building Nos. 108 and 109; thence along the prolongation of the northerly face of said building N 71° 53' 00" W, 61.09 feet to a point; thence N 18° 07' 00" E, 200.00 feet to the point of beginning; thence along the following courses and distances: (1) S 71° 53' 00" E, 1013.00 feet; (2) S 18° 07' 00" W, 422.00 feet; (3) N 71° 53' 00" W, 624.00 feet; (4) S 18° 07' 00" W, 84.00 feet; (5) N 71° 53' 00" W, 84.00 feet; (6) N 37° 58' 58" W, 150.61 feet; (7) N 71° 53' 00" W, 180.00 feet; (8) N 18° 07' 00" E, 422.00 feet; to the point of beginning, containing 10.096 acres more or less.

NOTES:

1. Data taken from Supplemental Instrument of Transfer and Correction Deed to Quitclaim Deed, dated October 16, 1970, between United States of America, acting by and through the Administrator of General Services, and the Metropolitan Transportation Authority of the State of New York.
2. Subject parcel will change from exclusive to proprietorial jurisdiction.

DESCRIPTION OF PARCEL 20 ACQUIRED 1971[1]
ASSOCIATED WITH BUILDING 1004
STEWART ARMY SUBPOST

Beginning at a point on the easterly side of Breunig Road a distance of 4600.79 feet on a course of N 20° 39' 47" W from the intersection of the northerly side of Little Britain Road with the easterly side of Breunig Road; running thence along the following courses and distances:

Bearings	Distance (feet)
(1) N 20° 39' 47" W	108.00
(2) N 69° 20' 13" E	177.00
(3) S 20° 39' 47" E	108.00
(4) S 69° 20' 13" W	177.00

to the point of beginning, containing in all 0.439 acres of land.

NOTES:

1. Data taken from United States Military Academy, Stewart Army Subpost Land Acquisition's Map dated 28 April 1976.
2. Subject parcel will change from exclusive to proprietorial jurisdiction

DESCRIPTION OF PARCEL 21-1
STEWART ARMY SUBPOST,
NEW WINDSOR, NEW YORK

ALL that tract or parcel of land hereinafter designated as Parcel 21, constituting a part of Stewart Army Subpost, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and more particularly described as follows:

PARCEL No. 21-1

BEGINNING at a point in the westerly side of Bruenig Road, said point being distant N 20° 39' 47" W, 2,455.56' from the point where the westerly side of Bruenig Road intersects the northerly side of Little Britain Road (State Route 207); running thence through lands of the United States of America the following courses and distances: (1) N 55° 51' 23" W, 184.96'; (2) S 6° 55' 46" E, 374.20'; (3) S 83° 47' 44" W, 235.02'; (4) S 6° 02' 00" E, 1,084.25'; (5) N 82° 29' 02" E, 104.66'; (6) S 68° 45' 15" E, 98.39'; (7) S 13° 01' 01" E, 519.55'; (8) N 71° 46' 18" E, 85.02'; (9) S 18° 13' 42" E, 27.00'; (10) S 71° 46' 18" W, 87.48'; (11) S 13° 01' 01" E, 166.30'; (12) S 12° 12' 37" E. 381.47'; (13) S 1° 48' 23" E, 320.84'; to the northerly side of Little Britain Road (State Route 207); running thence along the northerly side of Little Britain Road and continuing along the southerly boundary of the Stewart Army Subpost the following courses and distances: (1) S 80° 38' 00" W, 52.48'; (2) S 75° 27' 40" W, 119.30'; (3) S 70° 37' 30" W, 122.51'; (4) S 53° 45' 10" W, 119.24'; (5) S 81° 48' 00" W, 344.35'; (6) N 86° 39' 40" W, 289.07'; (7) N 8° 25' 10" E, 219.15'; (8) N 85° 51' 30" W, 222.80'; (9) S 2° 37' 30" W, 119.84'; (10) N 64° 02' 00" W. 39.42'; (11) N 54° 39' 20" W, 825.23'; to a point in the centerline of Jackson Avenue; thence along said centerline of Jackson Avenue the following courses and distances: (1) N 12° 33' 00" W, 588.12'; (2) N 34° 48' 00" W, 370.91'; (3) N 36° 20' 30" W, 490.12'; (4) N 27° 29' 50" W, 313.12'; (5) N 16° 26' 00" W, 91.34'; (6) N 14° 12' 10" W, 490.41'; (7) N 12° 05' 40" W, 102.52'; (8) N 11° 07' 20" W, 180.76'; (9) N 11° 33' 20" W, 415.41'; (10) N 11° 54' 50" W, 212.81'; (11) N 25° 39' 10" W, 381.74'; (12) N 4° 30' 00" E, 185.00'; (13) N 15° 44' 00" E, 924.30'; (14) thence along a curve to the left having a radius of 239.77' a distance of 226.81'; (15) N 38° 28' 00" W, 221.21'; (16) N 3° 36' 20" E, 108.12'; (17) N 0° 08' 20" E, 95.82'; (18) N 27° 16' 30" W, 132.11'; (19) N 10° 34' 00" W, 87.12'; (20) N 22° 26' 00" W, 54.15'; running thence through lands of the Stewart Army Subpost the following courses and distances: (1) N 56° 51' 32" W, 346.21'; (2) N 71° 13' 25" W, 149.37'; (3) N 15° 26' 54" E, 548.91'; (4) N 75° 29' 29" E. 513.15'; (5) N 87° 10' 16" E, 793.91'; (6) S 25° 04' 28" W, 495.15'; (7) S 64° 15' 16" E, 33.18'; (8) S 12° 11' 01" W, 291.35'; (9) S 77° 48' 59" E, 83.00'; (10) S 12° 11' 01" W, 59.82' to the northerly side of "A" Street; thence along the northerly side of "A" street S 77° 48' 59" E, 685.28' to a monument in the easterly side of Fifth Street; thence along said easterly side of Fifth Street S 15° 20' 20" W, 723.98' to the northerly side of "B" Street; thence S 74° 41' 51" E, along the northerly side of "B" Street 575.30' to the easterly side of Fourth Street; thence S 15° 22' 20" W along the easterly side of Fourth Street 535' to a monument in the northerly side of "C" Street; thence S 74° 41' 51" E along said northerly side of "C" Street 460' to the easterly side of "X" Street; thence S 15° 20' 00" W along the easterly side of "X" Street 715' to the northerly side of "D" Street; thence along said northerly side of "D" Street S 55° 44' 33" E, 664.30' to a monument in the easterly side of "Y" Street; thence N 34° 10' 26" E along said easterly side of "Y" Street 313.21' to a monument in the westerly side of Bruenig Road; running thence along said westerly side of Bruenig Road S 20° 39' 47" E, 632.92' to the point of beginning.

CONTAINING in all 278.50 acres of land more or less.

NOTES:

1. Data taken from United States Military Academy, Stewart Army Subpost Land Acquisition's Map dated 28 April 1976.
2. Subject parcel will change from exclusive to proprietorial jurisdiction.

DESCRIPTION OF PARCEL 21-2 ACQUIRED 30 MAY 1972[1]
STEWART ARMY SUBPOST
NEW WINDSOR, NEW YORK

ALL that tract or parcel of land situate in the town of New Windsor, County of Orange, State of New York and more particularly described as follows:

BEGINNING at a point in the westerly side of Breunig Road where it intersects the southeasterly side of "Y" Street, said point being N 20° 39' 47" W, 3088.48' from the northerly side of Little Britain Road (Route 207); running thence S 34° 10' 26" W, 313.21' along the southeasterly side of "Y" Street to a monument in the northeasterly side of "D" Street; thence along the said northeasterly side of "D" Street N 55° 44' 33" W, 660' +/- to the easterly side of "X" Street; thence along said easterly side of "X" Street N 15° 20' 00" E, 715' +/- to the northerly side of "C" Street; thence along the same N 74° 41' 54" W, 460' +/- to a monument in the easterly side of "4th" Street; thence along the easterly side of "4th" Street N 15° 20' 00" E, 535' +/- to the northerly side of "B" Street; thence along the northerly side of "B" Street N 74° 41' 51" W, 575.30' to the easterly side of "5th" Street; thence along the same N 15° 20' 20" E, 755.24' to the southerly side of "A" Street, which point is 30' distant south from the centerline of "A" Street as said "A" Street is constituted in Parcel No. 4A[2] of Deed to the Metropolitan Transit Authority dated 16 October 1970; thence along said southerly side of "A" Street S 61° 57' 17" E, 540.84' to the westerly side of Breunig Road; thence along the same S 20° 39' 47" E, 2110.96' to the point of beginning.

CONTAINING in all 26.6 acres of land, more or less.

NOTES:

1. Data taken from United States Military Academy, Stewart Army Subpost Land Acquisition's Map dated 28 April 1976.
2. Parcel 4A technical description is found on Pages 4 and 4A of the Quitclaim Deed dated 16 October 1970, in favor of New York State, Metropolitan Transportation Authority.
3. Subject parcel will change from exclusive to proprietorial jurisdiction.

DESCRIPTION OF STAS SEWAGE TREATMENT PLANT[1]
PARCEL 22
STEWART ARMY SUBPOST
NEW WINDSOR, NEW YORK

All that piece or parcel of property hereinafter designated as Parcel 22, constituting a part of the Stewart Army Subpost, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and more particularly described as follows:

PARCEL No. 22

COMMENCING at a monument located 23.75 feet northerly from the back of the existing northerly curb of "A" Street, said monument also being 30.00 feet distant easterly, measured at right angles from the northerly prolongation of the center line of Fifth Street as it now exists; thence N 77° 48' 59" W, 494.43 feet to the point of beginning; thence along the following eleven courses and distances: (1) N 77° 48' 59" W, 57.00 feet; (2) N 12° 11' 01" E, 298.85 feet; (3) N 64° 15' 16" W, 256.25 feet; (4) N 25° 04' 28" E, 495.15 feet; (5) S 64° 40' 07" E, 401.42 feet; (6) S 25° 35' 44" W, 291.03 feet; (7) S 68° 38' 13" W, 92.66 feet; (8) N 77° 48' 59" W, 1.81, feet; (9) S 68° 45' 51" W, 37.37 feet; (10) S 20° 55' 20" W, 115.36 feet; (11) S 12° 11' 01" W, 281.40 feet to the point of beginning.

CONTAINING 200,983 square feet more or less, or 4.614 acres more of less.

PARCEL 22 4.614

	Bearings	Distance (feet)
PC 22		
	N 77° 48' 59" W	494.43
22.1	N 77° 48' 59" W	57.00
22.2	N 12° 11' 01" E	298.85
22.3	N 64° 15' 16" W	256.25
22.4	N 25° 04' 28" E	495.15
22.5	S 64° 40' 07" E	401.42
22.6	S 25° 35' 44" W	291.03
22.7	S 68° 38' 13" W	92.66
22.8	N 77° 48' 59" W	1.81
22.9	S 68° 45' 51" W	37.37
22.10	S 20° 55' 20" W	115.36
22.11	S 12° 11' 01" W	281.40

NOTES:

1. Data taken from United States Military Academy, Stewart Army Subpost Land Acquisition's Map dated 28 April 1976.
2. Subject parcel will change from exclusive to proprietorial jurisdiction.

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NOTICE OF RELINQUISHMENT

UNITED STATES OF AMERICA

TO

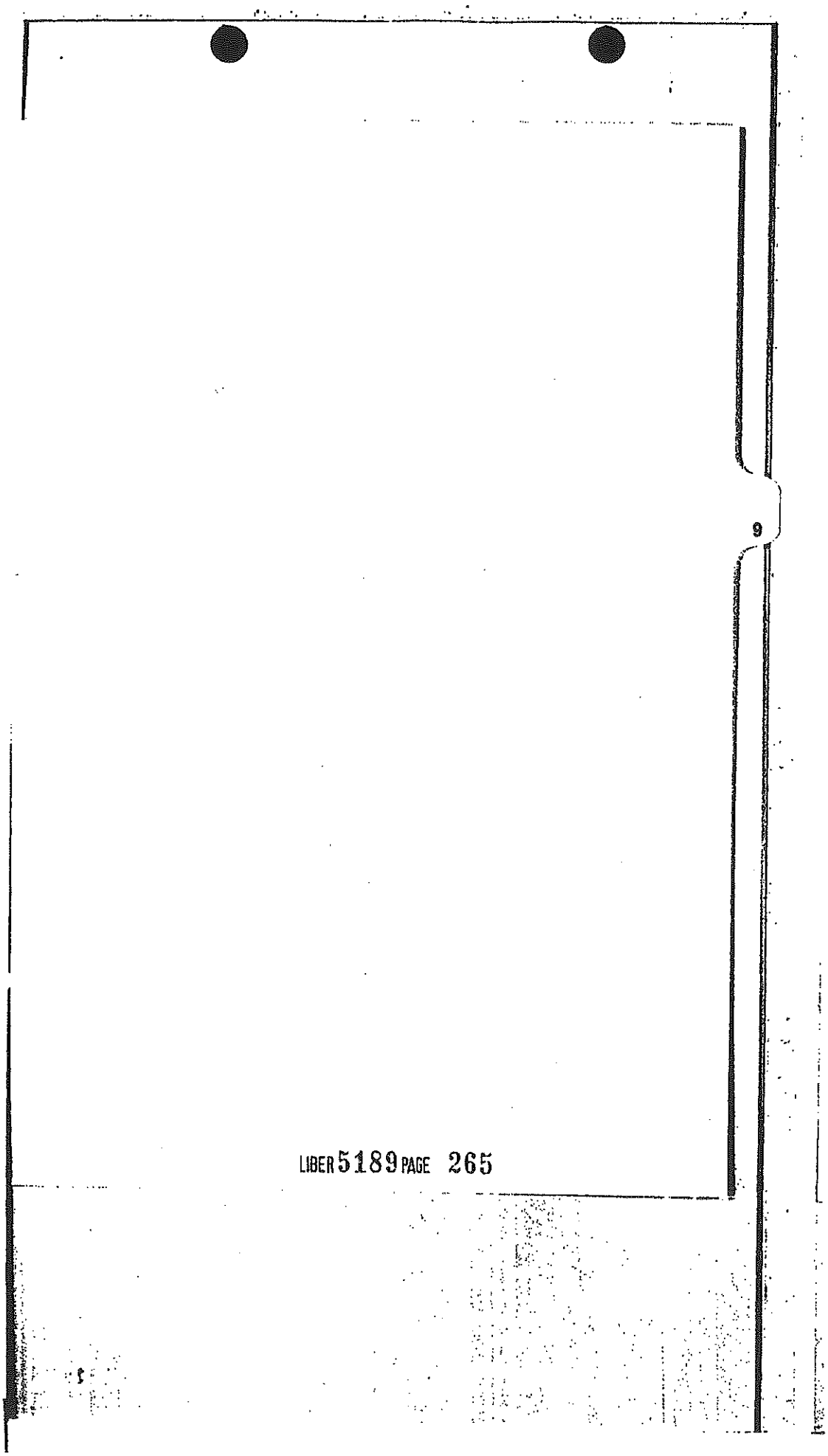
THE PEOPLE OF THE STATE OF NEW YORK

Recorded in the Department of State
in Volume 41 of Miscellaneous Deeds
and Title Papers at page 25
on SEPT. 16, 1999.

ALEXANDER F. TREADWELL
Secretary of State

By Mona L. Orciuoli
Mona L. Orciuoli
Miscellaneous Records

2-7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TOWN OF NEW WINDSOR ACQUISITION SURVEY/BOUNDARY MAP
AND TECHNICAL DESCRIPTIONS OF
LANDS NOW OR FORMERLY OF STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

The ~~attached~~ map was filed in Orange County Clerk's Office on November 15, 1999 in Unit 1 Drawer 17.

EXHIBIT "9"

EXHIBIT 9

BEING the same premises conveyed by the United States of America, (the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (I&H), pursuant to delegation of authority from the SECRETARY OF THE ARMY (the "Army"), under and pursuant to the powers and authority contained in Public Law #105-261, known as the Defense Department Fiscal Year 1999 Authorization Bill, Section 2845, entitled "Land Conveyance, Stewart Army Subpost, New Windsor, New York; as shown at Exhibit"1," attached hereto and made a part hereof, to the following," and the TOWN OF NEW WINDSOR, (the " GRANTEE"), a duly incorporated municipality, County of Orange, New York,

AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF ORANGE ON NOVEMBER 15, 1999, UNIT #1-DRAWER 17.

Edward T. Zaback
Licensed Land Surveyor
12 Saint John Street
Goshen, NY. 10924
Phone: 914-294-5721
Fax: 914-294-6624

August 28, 1999

TOWN OF NEW WINDSOR
Land Acquisition

PARCEL 20

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Airforce Base situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point marked by a survey iron found in the easterly line of Bruening Road, said point being distant 4600.73' as measured along the easterly line of Bruening Road on a course N 20-39-47 W from its intersection with the northerly line of State highway Route 207 and running thence

1. Along the easterly line of Bruening road in a northerly direction N 20-39-47 W 108.00' to a point on lands now or formerly New York State Department of Transportation; thence

The following courses and distances along lands now or formerly New York State Department of Transportation:

2. N 69-20-13 E 177.00' to a point; thence
3. S 20-39-47 E 108.00' to a point; thence
4. S 69-20-13 W 177.00' to the BEGINNING POINT.

Containing 19,116 Square Feet or 0.44 Acre

REF: Being Parcel Number 20 shown on map entitled, "Office of the Engineer Plans & Programs Div. Real Estate Stewart Army Subpost Land Acquisitions" dated April 28, 1970

Edward L. Zaback
Licensed Land Surveyor
12 Saint John Street
Goshen, NY. 10924
Phone: 914-294-5721
Fax: 914-294-6624

August 28, 1999

TOWN OF NEW WINDSOR
Land Acquisition

PARCEL 21

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Airforce Base situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point marked by an iron pin found in the northerly line of New York State Highway Route 207 (Little Britain Road), said point being in the division line between lands now or formerly New York State Department of Transportation on the east and lands now or formerly The People of the United States of America on the west, being a portion of Liber 1973, Page 174; also being distant the following courses and distances as measured along the northerly line of State Highway Route 207 from its intersection with the westerly line of Bruening Road (namely): S 33-31-30 W 98.36'; S 51-33-00 W 213.84'; S 32-08-50 W 16.12'; S 55-10-20 W 243.73'; S 56-40-30 W 204.44'; S 80-38-00 W 44.17'; and running thence

The following courses and distances along the northerly line of State Highway Route 207:

1. S 80-38-00 W 52.48' to a point; thence
2. S 79-27-40 W 119.30' to a point; thence
3. S 70-37-30 W 122.51' to a point; thence
4. S 53-45-10 W 119.24' to a point; thence
5. S 81-48-00 W 344.35' to a point; thence
6. N 86-39-40 W 289.07' to a point in a stone wall in a cemetery parcel, portion of Liber 133, Page 102; thence

The following courses and distances along a cemetery and a stone wall:

7. N 08-25-10 E 219.15' to a point; thence
8. N 85-51-30 W 222.80' to a point; thence
9. S 02-37-30 W 119.84' to a concrete post found in lands now or formerly Northern Catskill Aqueduct; thence

10. Along the Northern Catskill Aqueduct N 64-02-00 W 39.42' to a point; thence

11. Still along the aforementioned N 54-39-20 W 825.23' to a point in or near the easterly line of Jackson Avenue; thence

12. Partially through Jackson Avenue N 12-33-00 W 588.12' to a point in or near the line of Jackson Avenue; thence

The following courses and distances along the easterly line of Jackson Avenue and lands now or formerly New York State Department of Transportation:

13. N 34-48-00 W 370.91' to a point; thence

14. N 36-20-30 W 490.12' to a point; thence

15. N 27-28-50 W 313.12' to a point; thence

16. N 16-26-00 W 91.34' to a point; thence

17. N 14-12-10 W 490.41' to a point; thence

18. N 12-05-40 W 102.52' to a point; thence

19. N 11-07-20 W 180.76' to a point; thence

20. N 11-33-20 W 415.41' to a point; thence

21. N 11-54-50 W 212.84' to a point; thence

22. N 25-39-10 W 381.74' to a point; thence

23. N 04-30-00 E 185.00' to a point; thence

24. N 15-44-00 E 924.30' to a point of curve; thence

25. On a curve to the left having a radius 239.77' and arc length of 226.81' to a point of tangency; thence

26. N 38-28-00 W 221.21' to a point; thence

27. N 03-36-20 E 108.12' to a point; thence

28. N 00-08-20 E 95.82' to a point; thence

29. N 27-16-30 W 132.11' to a point; thence

30. N 10-34-00 W 87.12' to a point; thence

31. N 22-28-00 E 54.15' to a point; thence

The following courses and distances along lands now or formerly the New York State Department of Transportation:

32. Crossing Jackson Avenue in a westerly direction N 56-51-32 W 346.21' to a point; thence

33. N 71-13-25 W 149.37' to a point; thence

34. N 15-26-54 E 198.62' to a point in the southerly line of "A" Street; thence

The following courses and distances along the southerly line of "A" Street, along lands of Army Reserve Parcel "1" and also being partially along and one foot south of the existing pavement and the back of existing curb line:

35. S 72-20-23 E 10.00' to a point; thence

36. S 65-56-20 E 133.13' to a point; thence

37. S 65-30-50 E 206.40' to a point; thence

38. S 67-30-28 E 183.89' to a point; thence

39. S 77-47-00 E 228.16' to a point in the easterly line of Sixth Street and Army Reserve Parcel "2"; thence

40. Along the easterly line of Sixth Street and Army Reserve Parcel "2" S 04-12-39 E 548.73' to a point of curve;

41. Still along the aforementioned on a curve to the right having a radius of 825.01' and an arc length of 144.05' to a point in the southerly line of "B" Street; thence

42. Along the southerly line of "B" Street and Army Reserve Parcel "2" S 74-33-10 E 308.76' to a point in lands now or formerly Army Reserve Parcel "3"; thence

43. Along lands Army Reserve Parcel "3" S 15-21-12 W 367.46' to a point; thence

44. Still along the aforementioned S 73-17-40 E 596.38' to a point in the westerly R.O.W. line of Fifth Street; thence

45. Through Fifth Street S 74-40-00 E 45.26' to a point in the back of an existing curb line; thence

46. Still along Army Reserve Parcel "3" and partially along the back of an existing curb line on the easterly line of Fifth Street N 15-21-38 E 432.02' to a point; thence

47. Partially along United States Marines Corps. parcel and being the northerly line of "B" Street (60'-wide R.O.W.) S 74-39-10 E 925.16' to a point in the westerly line of Bruening Road; thence

48. Along the westerly line of Bruening Road S 20-39-47 E 2,084.05' to a survey iron found in the southerly line of "D" Street and lands now or formerly New York State Department of Transportation; thence

Parcel 21 August 26, 1999

The following courses and distances along lands now or formerly New York State Department of Transportation:

49. Along the southerly line of "D" Street N 55-51-45 W 184.94' to a survey iron found; thence

50. S 06-55-48 E 374.20' to a point; thence

51. S 83-47-44 W 235.02' to a point in the easterly line of "Y" Street; thence

52. Along the easterly line of "Y" Street S 06-02-00 E 1,084.25' to a point; thence

53. N 82-29-02 E 104.68' to a point; thence

54. S 68-45-15 E 98.39' to a survey iron found; thence

55. S 13-01-01 E 519.55' to a survey iron found; thence

56. N 71-46-18 E 85.02' to a survey iron found; thence

57. S 18-13-42 E 27.00' to a survey iron found; thence

58. S 71-46-18 W 87.48' to a survey iron found; thence

59. S 13-01-01 E 166.30' to a point; thence

60. S 12-12-37 E 381.47' to a point; thence

61. S 01-48-23 E 320.84' to the BEGINNING POINT.

CONTAINING 254.12 ACRES

REE: Being a portion of Liber 1973, Page 174; also referenced and shown on project map entitled, "Office of the Engineer Plans & Programs Div. Real Estate Stewart Army Subpost Land Acquisitions" dated April 28, 1970 as Parcel Number 21

Being a portion of County Tax Map Parcel Section 3, Block 1, Lot 1.24

12 Saint John Street, P.O. Box 624
Goshen, NY 10924

Phone: 914-294-5721 Fax: 294-6624

Edward T. Zaback, Land Surveyor

September 1, 1999

Description of Property to be Conveyed to
THE TOWN OF NEW WINDSOR
PARCEL 21-A

All that plot, piece, or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

Beginning at a point in the northerly line of "A" Street, said point being in the division line between lands now or formerly Army Reserve Parcel "1" on the west, lands now or formerly Army Parcel "2" on the south, and lands to be conveyed to the Town of New Windsor on the east, said point also being distant the following courses and distances as measured along the northerly line of "A" Street, namely: S 77-47-00 E 27.95'; S 77-49-00 E 283.59' from the Beginning Point of Army Parcels "2" and "3" and running thence

1. Along Army Reserve Parcel "1" N 25-04-48 E 377.10' to a survey iron found in Parcel No. 22; thence
2. Along Parcel No. 22 S 64-15-18 E 33.18' to a survey iron found; thence

THE FOLLOWING COURSES AND DISTANCES ALONG LANDS NOW OR FORMERLY NEW YORK STATE DEPARTMENT OF TRANSPORTATION:

1. S 12-11-01 W 291.35' to a point; thence
2. S 77-49-00 E 83.00' to a point; thence
3. S 12-11-01 W 59.82' to a point; thence
4. Along lands now or formerly New York State Department of Transportation and Parcel No. 22 on a course S 77-49-00 E, through a survey iron found at 133.9' and a survey iron found at 57.00,' respectively, for a total distance of 685.28' to a point; thence
5. On a course S 15-20-20 W a distance of 23.83' to a point in the northerly line of "A" Street; thence

THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTHERLY LINE OF "A" STREET:

8. N 69-31-21 W 64.59' to a point; thence

9. N 74-19-50 W 77.25' to a point; thence

10. N 77-08-39 W 96.91' to a point; thence

11. N 77-49-00 W 645.46' to the BEGINNING POINT.

CONTAINING 39,804 SF. or 0.91 ACRE

REFERENCE: Being portions of Parcel 21

12 Saint John Street, P.O. Box 624
Goshen, NY 10924

Phone: 914-294-5721 Fax: 294-6624

Edward T. Zaback, Land Surveyor

September 28, 1999

Description of
FOURTH STREET - PARCEL 21-B
STEWART ARMY SUBPOST

All that plot, piece, or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

Beginning at a point in the northerly line of "B" Street; said point being in the division line between lands now or formerly United States Marine Corps Parcel 2 on the north and lands to be conveyed to the Town of New Windsor on the south, said point also being the terminus of a curve connecting the easterly line of Fourth Street with the northerly line of "B" Street and running thence

1. N 74-39-10 W 100.00' to a point of curve in lands now or formerly United States Marine Corps Parcel 1; thence

ALONG UNTED STATES MARINE CORPS PARCEL 1 THE FOLLOWING COURSES AND DISTANCES:

2. On a curve to the left having a radius of 20.00' and arc length 31.42' connecting the northerly line of "B" Street with the westerly line of Fourth Street; thence

3. N 15-18-55 E 500.62' to a point of curve; thence

4. On a curve to the left having a radius of 20.00' and arc length 26.98' to a point connecting the westerly line of Fourth Street with the northerly line of Bruenig Road; thence

5. Along the northerly line of Bruenig Road S 61-57-17 E 29.04' to a point; thence

6. Along the westerly line of Bruenig Road S 20-39-47 E 142.06' to a point of curve; thence

THE FOLLOWING COURSES AND DISTANCES ALONG UNITED STATES MARINE CORPS PARCEL 2 AND THE EASTERLY LINE OF FOURTH STREET:

7. On a curve to the left having a radius of 20.00' and arc length 50.27' connecting the westerly side of Bruenig Road with the easterly line of Fourth; thence

8. S 15-18-55 W 387.07' to a point of curve; thence

9. On a curve to the left having a radius of 20.00' and arc length of 31.41' to the BEGINNING POINT.

CONTAINING 31,459 SF. or 0.72 ACRE

Edward T. Zaback
Licensed Land Surveyor

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Goshen, NY. 10924
Phone: 914-294-5721
Fax: 914-294-6624

September 29, 1999

Description of
TOWN OF NEW WINDSOR
Land Acquisition
JACKSON AVENUE PARCEL

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Airforce Base situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

PARCEL 21-C1

Beginning at a point in the westerly line of Parcel 21 (260.08 acres), described as Town of New Windsor Land Acquisition, Parcel 21; said point being in the division line between lands now or formerly Northern Catskill Aqueduct on the south and lands to be conveyed to the Town of New Windsor on the north and running thence

1. Through Jackson Avenue N 54-39-00 W 19.71' to its centerline; thence
1. Along the centerline of Jackson Avenue N 06-29-00 W 103.04' to a point; thence
2. Still along the aforementioned N 10-23-35 W 61.70' to a point of juncture common to Parcel 21-C2 and the herein described parcel, in the centerline of Jackson Avenue; thence
3. Through Jackson Avenue and along the westerly line of Parcel 21 S 12-33-00 E 178.74' to the BEGINNING POINT.

CONTAINING 0.02 ACRE

REF: Being a portion of Liber 1973, Page 174; also referenced and shown on project map entitled, "Office of the Engineer Plans & Programs Div. Real Estate Stewart Army Subpost Land Acquisitions" dated April 28, 1970 as Parcel Number 21

Being a portion of County Tax Map Parcel Section 3, Block 1, Lot 1.24

PARCEL 21-C2

Beginning at a point of juncture in the centerline of Jackson Avenue between Parcel 21-C1 on the south and the herein described parcel on the north; said point also being distant 178.74' as measured along the westerly line of Parcel 21 on a course N 12-33-00 W from the terminus point of the sixth course of Parcel 21, and running thence

The following courses and distances along the centerline of Jackson Avenue:

1. N 14-51-44 W 106.79' to a point; thence
2. N 15-06-42 W 91.83' to a point; thence
3. N 15-18-05 W 98.58' to a point; thence
4. N 16-40-15 W 83.01' to a point; thence
5. N 25-49-18 W 72.49' to a point; thence
6. N 34-38-57 W 120.84' to a point; thence
7. N 34-44-15 W 173.13' to a point; thence
8. N 39-09-43 W 75.52' to a point; thence
9. N 39-12-42 W 123.30' to a point; thence
10. N 37-06-09 W 108.02' to a point; thence
11. N 35-27-30 W 211.82' to a point; thence
12. N 28-10-45 W 81.51' to a point; thence
13. N 25-48-55 W 151.79' to a point; thence
14. N 25-37-40 W 96.86' to a point; thence
15. N 17-15-31 W 172.33' to a point; thence
16. N 13-19-21 W 80.07' to a point; thence
17. N 11-49-22 W 116.44' to a point; thence
18. N 13-30-08 W 101.10' to a point; thence
19. N 11-35-33 W 600.21' to a point; thence
20. N 10-18-46 W 102.01' to a point; thence
21. N 10-15-56 W 94.40' to a point; thence
22. N 11-01-54 W 74.60' to a point; thence
23. N 15-28-36 W 99.80' to a point; thence
24. N 18-32-35 W 66.51' to a point; thence
25. N 23-18-07 W 66.33' to a point; thence
26. N 26-59-04 W 205.26' to a point; thence

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27. N 22-46-35 W 90.91' to a point; thence

28. N 11-39-49 W 44.59' to a point; thence

29. N 03-57-08 E 33.82' to a point; thence

30. N 09-33-58 E 174.84' to a point; thence

31. N 10-26-19 E 43.87' to a point; thence

32. N 13-49-26 E 67.87' to a point; thence

33. N 16-44-27 E 141.36' to a point; thence

34. N 14-28-04 E 119.29' to a point; thence

35. N 17-13-29 E 49.39' to a point; thence

36. N 15-42-32 E 254.67' to a point; thence

37. N 16-10-37 E 148.63' to a point of curve; thence

38. On a curve to the left having a radius of 300.00' and arc length 276.33' to a point of tangency; thence

39. N 36-35-55 W 111.21' to a point; thence

40. N 28-22-12 W 44.30' to a point; thence

41. N 05-37-48 W 67.31' to a point; thence

42. N 03-52-48 E 69.27' to a point; thence

43. N 06-33-52 W 72.25' to a point; thence

44. N 22-04-01 W 62.15' to a point; thence

45. N 32-50-48 W 42.10' to a point; thence

46. N 17-42-56 W 55.96' to a point; thence

47. N 01-55-56 W 39.44' to a point; thence

48. N 15-02-20 E 78.55' to a point in Parcel 21; thence

49. Through Jackson Avenue S 56-51-32 E 11.41' to a point in Parcel 21, other lands to be conveyed to the Town of New Windsor; thence

The following courses and distances along the westerly line of Parcel 21:

50. S 22-26-00 W 54.15' to a point; thence

51. S 10-34-00 E 87.12' to a point; thence

52. S 27-16-30 E 132.11' to a point; thence
53. S 00-08-20 W 95.62' to a point; thence
54. S 03-36-20 W 108.12' to a point; thence
55. S 38-28-00 E 221.21' to a point of curve; thence
56. On a curve to the right having a radius of 239.77' and arc length 226.61' to a point of tangency; thence
57. S 15-44-00 W 924.30' to a point; thence
58. S 04-30-00 W 185.00' to a point; thence
59. S 25-39-10 E 381.74' to a point; thence
60. S 11-54-50 E 212.81' to a point; thence
61. S 11-33-20 E 415.41' to a point; thence
62. S 11-07-20 E 180.76' to a point; thence
63. S 12-05-40 E 102.52' to a point; thence
64. S 14-12-10 E 490.41' to a point; thence
65. S 16-28-00 E 91.34' to a point; thence
66. S 27-29-50 E 313.12' to a point; thence
67. S 36-20-30 E 490.12' to a point; thence
68. S 34-48-00 E 370.91' to a point; thence
69. S 12-33-53 E 409.37' to the BEGINNING POINT.

CONTAINING 3.04 ACRES

REF: Being a portion of Liber 1973, Page 174; also referenced and shown on project map entitled, "Office of the Engineer Plans & Programs Div. Real Estate Stewart Army Subpost Land Acquisitions" dated April 28, 1970 as Parcel Number 21

Being a portion of County Tax Map Parcel Section 3, Block 1, Lot 1.24

Edward T. Zabek
Licensed Land Surveyor

12 Saint John Street
Goshen, NY. 10924
Phone: 914-294-5721
Fax: 914-294-5624

August 28, 1999

TOWN OF NEW WINDSOR
Land Acquisition

PARCEL 22

All those certain pieces or parcels of land, together with the buildings and improvements thereon, constituting a portion of the former Stewart Airforce Base situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described as follows:

Beginning at a point marked by a survey iron found in the northerly line of Parcel 21, said point being in the division line in lands now or formerly New York State Department of Transportation on the east, and lands to be conveyed to the Town of New Windsor on the west (Parcel 22), and running thence

1. Along the northerly line of Parcel 21 N 77-49-00 W 57.00' to a survey iron found in lands now or formerly New York State Department of Transportation; thence
2. Along lands now or formerly New York State Department of Transportation N 12-11-01 E 298.85' to a survey iron found; thence
3. Along lands now or formerly New York State Department of Transportation and Parcel 21 N 64-15-18 W passing through a survey iron found at 223.12' for a total distance of 256.30' to a survey iron found in lands now or formerly Army Reserve Parcel "1"; thence
4. Along lands now or formerly Army Reserve Parcel "1" N 25-04-48 E 495.15' to a survey iron found in lands now or formerly New York State Department of Transportation; thence

THE FOLLOWING COURSES AND DISTANCES ALONG LANDS NOW OR FORMERLY NEW YORK STATE DEPARTMENT OF TRANSPORTATION:

5. S 64-40-07 E 401.42' to a survey iron found; thence
6. S 25-35-44 W passing through a survey iron found at 139.2' for a total distance of 291.03' to a survey iron found; thence
7. S 68-38-16 W 92.66' to a point; thence
8. N 77-49-00 W 1.81' to a point; thence
9. S 68-45-51 W 37.37' to a survey iron found; thence
10. S 20-55-20 W 115.36' to a survey iron found; thence
11. S 12-11-01 W 281.40' to the BEGINNING POINT.

PARCEL 22

August 26, 1999

Containing 4.61 Acres

REF: Being Parcel Number 22 shown on map entitled, "Office of the Engineer Plans & Programs Div. Real Estate Stewart Army Subpost Land Acquisitions" dated April 28, 1970

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PERPETUAL EASEMENT BUILDING 712

BETWEEN

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

AND

UNITED STATES OF AMERICA

TOWN OF NEW WINDSOR, NEW YORK

EXHIBIT "10"

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USA

EASEMENT

SUBJECT

THIS INDENTURE, made this 3rd day of December 1973, between METROPOLITAN TRANSPORTATION AUTHORITY (M.T.A.) a public benefit Corporation organized and existing by VIRTUE of the laws of the State of New York, whose principal office is located at 1700 Broadway, City and County of New York, State of New York, hereinafter referred to as the GRANTOR and the UNITED STATES OF ANERICA, and its assigns, hereinafter called the GOVERNMENT:

W I T N E S S E T H :

That the GRANTOR, for and in consideration of the sum of One ($1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto the GOVERNMENT commencing 1 August 1973, a perpetual easement, in Building No. 712 (the SEWAGE TREATMENT PLANT LIFT STATION) and the equipment therein, situate at Stewart Field in the Town of New Windsor, County of Orange, State of New York, as more particularly described as follows:

BEGINNING at a point in the southeasterly position of the intersection of Y Street and Breunig Road, said point being the intersection of a prolonged line of the southern outside curb line of Y Street and the prolonged line of the easterly outside curb line of Breunig Road, thence in an easterly direction along the southern outside curb line 92.07 feet to an iron pin, thence turning an angle of 90 degrees, 00 minutes, 00 seconds to the right and running 89.38 feet to an iron pin. This line is 25.00 feet east of Building 712 and parallel with the eastern side of the building, thence turning an angle of 90 degrees, 00 minutes, 00 seconds to the right and running 92.07 feet to an iron pin set on the outside eastern curb line. This line is 25.00 feet south of Building 712 and parallel with the southern side of the building, thence turning an angle of 90 degrees, 00 minutes, 00 seconds to the right and running 89.38 feet along the eastern outside face of the curb line of Breunig Road to the point of beginning. Containing 8229.22 square feet more or less.

Together with the right of ingress and egress to said building over, upon and across other lands of GRANTOR adjoining Building No. 712.

TO HAVE AND TO HOLD the said easement with all and singular, the appurtenances unto the GOVERNMENT for use in connection with the GOVERNMENT's sewer treatment plant.

SUBJECT, However, to the following terms and conditions:

(a) That Building No. 712 and the equipment located therein is to be maintained and repaired at the sole cost and expense of the GOVERNMENT.

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(b). That the GRANTOR shall have the right to cancel this easement upon failure by the GOVERNMENT to furnish sewer services to the GRANTOR, provided the services requested by the GRANTOR are within the present capacity of the sewer treatment plant after the requirement of the GOVERNMENT has been met.

(c). That if sewer service is required from time to time by the GRANTOR, and the GOVERNMENT can furnish same within the capacity of the sewer treatment plant, it shall be provided by separate contract at rates which shall be mutually agreeable between the GOVERNMENT and the GRANTOR.

(d) That the GOVERNMENT shall have no right to assign any of its rights under this agreement or permit the property burdened by this easement to be used by others without the written consent of Landlord in each instance.

(e) That this indenture shall terminate forthwith and without notice upon the conveyance to GRANTOR of the said sewage treatment plant.

(f) That GRANTOR, its successors and assigns, shall not be liable for any loss, damage, or expense by reason of personal injury, including death, or property damage, arising out of or by reason of the use, maintenance, operation, repair or renewal of the said Building No. 712.

TO HAVE AND TO HOLD the above described easement and right unto the GOVERNMENT, and its assigns, in perpetuity, subject to the conditions, covenants and agreements hereinabove set forth.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized Officer the day and year first above written.

METROPOLITAN TRANSPORTATION AUTHORITY

By _____
WILLIAM J. RONAN
Chairman & Chief Executive

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CERTIFICATE OF AUTHORITY

I, Robert R. Prince,

certify that I am the Secretary of Metropolitan Transportation Authority the corporation described in and which executed the foregoing instrument with the United States of America; that the said corporation is organized under the laws of the State of New York; that the corporate seal affixed to said instrument is the seal of said corporation; that William J. Ronan who executed said instrument as Chairman and Chief Executive of said corporation was then Chairman and Chief Executive of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said William J. Ronan; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 3rd day of December 1973.

Metropolitan Transportation Authority

Robert R. Prince Secretary

Sworn to before me this 13th day of September 1974.

Notary Public

RICHARD K. BERNARD
NOTARY PUBLIC, State of New York
No. 31-5222490
Qualified in New York County
Commission Expires March 30, 1976

NAGHT FORM 1 APR. '61 628 (EH-406-1-300)

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STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 3rd day of December 1973, before me personally came WILLIAM J. RONAN, to me known, who being by me duly sworn, did depose and say that he resides in 1700 Broadway, New York, New York; that he is the Chairman and Chief Executive of the METROPOLITAN TRANSPORTATION AUTHORITY, the Public Benefit Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

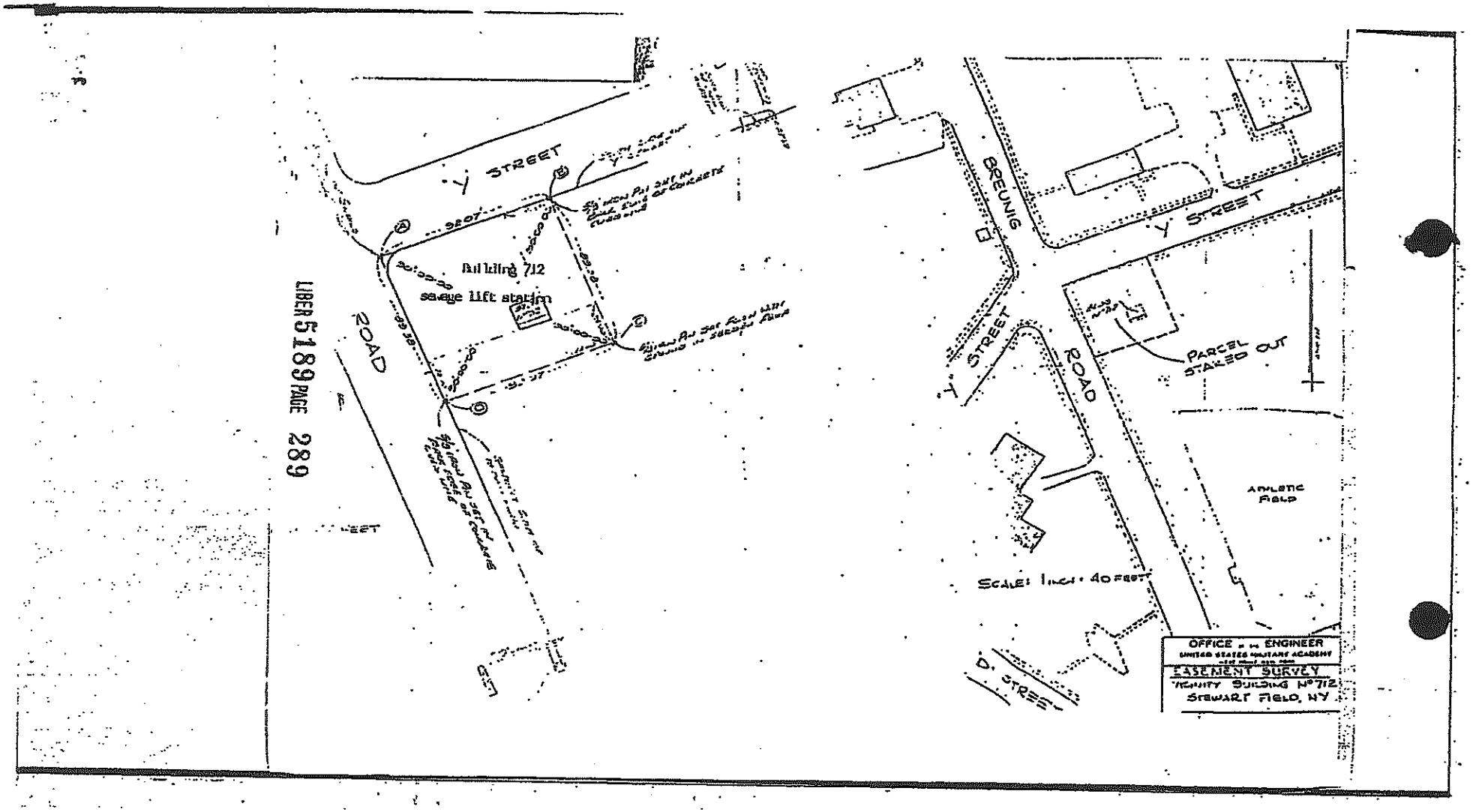
RICHARD M. BERNARD
NOTARY PUBLIC, State of New York
No. 31-3973400
Qualified in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 3rd day of December 1973, before me personally came WILLIAM J. RONAN, to me known, who being by me duly sworn, did depose and say that he resides in New York, New York; that he is the Chairman and Chief Executive of the METROPOLITAN TRANSPORTATION AUTHORITY, the Public Benefit Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

~~2019 FC 67~~

LIBER 5189 PAGE 288


Y STREET
Building 712
sewage lift station
ROAD
LIBER 5189 PAGE 289
BREUNIG
STREET
PARCEL STAKED OUT
ATHLETIC FIELD
SCALE: 1 INCH = 40 FEET
OFFICE OF THE ENGINEER
EASEMENT SURVEY
VICINITY BUILDING Nº 712
STEWART FIELD, NY

No. DACA51-3-97-110

"D"

DEPARTMENT OF THE ARMY LICENSE

STEWART ARMY SUBPOST

NEW WINDSOR, NEW YORK

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under the General Administrative Power of the Secretary of the Army, hereby grants to the STATE OF NEW YORK, DEPARTMENT OF TRANSPORTATION, a public benefit corporation, duly organized and existing under the laws of the State of New York at Stewart International Airport, 1035 First Street, Stewart International Airport, New Windsor, New York 12553, hereinafter referred to as the Grantee a License for ingress and egress over "Y" and "D" Streets at Stewart Army Subpost, New Windsor, New York by its employees, agents, tenants and assigns over, across, in and upon lands of the United States, as identified on Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning 1 December 1996 and ending 30 November 2001, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to New York State, Department of Transportation, Airport Director, 1035 First Street, Stewart International Airport, New Windsor, New York 12553; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division , Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Garrison Commander, Stewart Army Subpost, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

6. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

7. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

8. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

9. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

10. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against

the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

11. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG), published by the Architectural and Transportation Barriers Compliance Board.

12. TERMINATION

(a) This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

(b) The United States reserves the right to terminate this License in the event that it receives Department of the Army and/or Department of Defense approval to excess the Stewart Army Subpost. Under such circumstance, the Secretary of the Army will give reasonable notice to the Licensee in order for it to vacate the premises, remove its property and restore the premises to a condition satisfactory to the Garrison Commander, Stewart Army Subpost.

13. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency having jurisdiction to abate or

prevent pollution. The transport or disposal of any toxic or hazardous materials over or within the premises is specifically prohibited. Such regulations, conditions, or instructions of any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

14. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. The area has been surveyed for historical and cultural resources and there have been none identified on this property. This action is in compliance with the National Historic Preservation Act and other relevant laws; Executive Order 11593, Protection and Enhancement of the Cultural Environment; or any MOA's related thereto.

15. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises.

16. The exercise of the privileges granted herein shall be: (1) without cost or expense to the United States; (2) under the general supervision of the Garrison Commander, Stewart Army Subpost or his/her duly authorized representative; (3) subject to the right of the United States to construct, use, and maintain facilities or structures on the premises without reasonably interfering with the Licensee's privileges; (4) subject to other grants of the United States on the premises which do not unreasonably interfere with the Licensee's privileges and; (5) without liability to the United States for failure to supervise or inspect activities or facilities of the Licensee.

17. The Licensee shall at its own expense promptly repair or replace any property of the United States damaged or destroyed by the Licensee incident to the exercise of the privileges granted herein. The repair or replacement of government property shall be determined by the Garrison Commander, Stewart Army Subpost and if required by the same, the Licensee shall pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States for damage to or destruction of United States property.

18. In exchange for ingress and egress rights over Y and D Streets, Stewart Army Subpost, the Licensee shall maintain the State-owned portion of the North Jackson Avenue road, free of major potholes or other hazardous or dangerous road condition(s), for use by Stewart Army Subpost personnel and their dependents. Said maintenance shall be performed as often or necessary as prescribed by the said Garrison Commander, and further shall be performed at no expense to the Government.

19. That the United States shall not be liable for any damages to Y and D Streets caused by or resulting from any operation undertaken by the Government to include officers, agents, servants, or employees thereof, and no claim or right to compensation shall accrue from such damages.

20. That the United States reserves a right-of-way for all purposes over, across, and under the said premises hereby granted; such rights shall, however, not unnecessarily interfere with the use and enjoyment by the Licensee of said right-of-way for ingress and egress purposes.

21. That the use and occupation of the licensed premises for the purposes granted herein shall be subject to such rules and regulations as the Stewart Army Subpost Garrison Commander may prescribe from time to time in order to protect the interests of the United States.

22. That all or any part of the privileges herein granted may be terminated by the Secretary of the Army for failure to comply with any or all of the terms and conditions of this License or for nonuse for a one (1) year period of abandonment of rights granted herein.

23. The Licensee shall not unlawfully pollute the air, ground, or water or create a public nuisance and shall comply with Federal, state, and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the Licensee's right to contest their validity or enjoin their applicability. The Licensee shall not be responsible for damage to the environment caused by others.

24. This License may not be transferred or assigned without the expressed written approval of the Garrison Commander, Stewart Army Subpost.

25. The proposed action is not located in the New York Coastal Zone Management Area.

26. A NPDES Permit or State equivalent is not required.

27. The property is not located within the 100 year floodplain and does not fall under the purview of Executive Order 11990.

28. Provisions of the McKinney Act requirements do not apply to this License.

29. This action qualifies for Categorical Exclusion No. A-29, Appendix A, AR 200-2 which is described in the Record of Environmental Consideration attached hereto and made a part hereof as Exhibit "B".

30. The Grantor has made a complete search of its records concerning the subject premises. Those records indicate that no hazardous substances and no petroleum products or their derivatives, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended, were stored for one year or more, known to have been released, or disposed of. The subject property is not contaminated with any ammunition, explosive(s), or chemicals.

31. That this License will not cause the discharge of increased emissions of an amount(s) which will affect or impact compliance with the mandates of the Clean Air Act.

32. That this instrument supersedes License No. DACA51-3-89-103 which expired on 30 November 1996.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this day of

JAY B. HECHT
Chief, Real Estate Division

THIS LICENSE is also executed by the Licensee this 12th day of June, 1997.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

BY: John F. Guinan
Signature

John F. Guinan
Type or Print Name

TITLE: Assistant Commissioner for Passenger & Freight Transportation

CERTIFICATE OF AUTHORITY

I MARIE A CORRADO, certify that I am ASSOCIATE ATTORNEY of the New York State, Department of Transportation described in and which executed the foregoing instrument with the United States of America; that the said New York State, Department of Transportation is organized under the laws of the State of New York; that the corporate seal affixed to said instrument is the seal of said State of New York; that JOHN F. GUINAN who executed said instrument as ASSISTANT COMMISSIONER for PASSENGER & FREIGHT TRANSPORTATION of said New York State, Department of Transportation was then said ASSISTANT COMMISSIONER of said New York State, Department of Transportation and has been duly authorized to execute said instrument in behalf of said State; that I know the signature of said JOHN F. GUINAN; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the State seal of New York, this 12TH day of JUNE, 1997.

NAME: Marie A Corrado
Signature

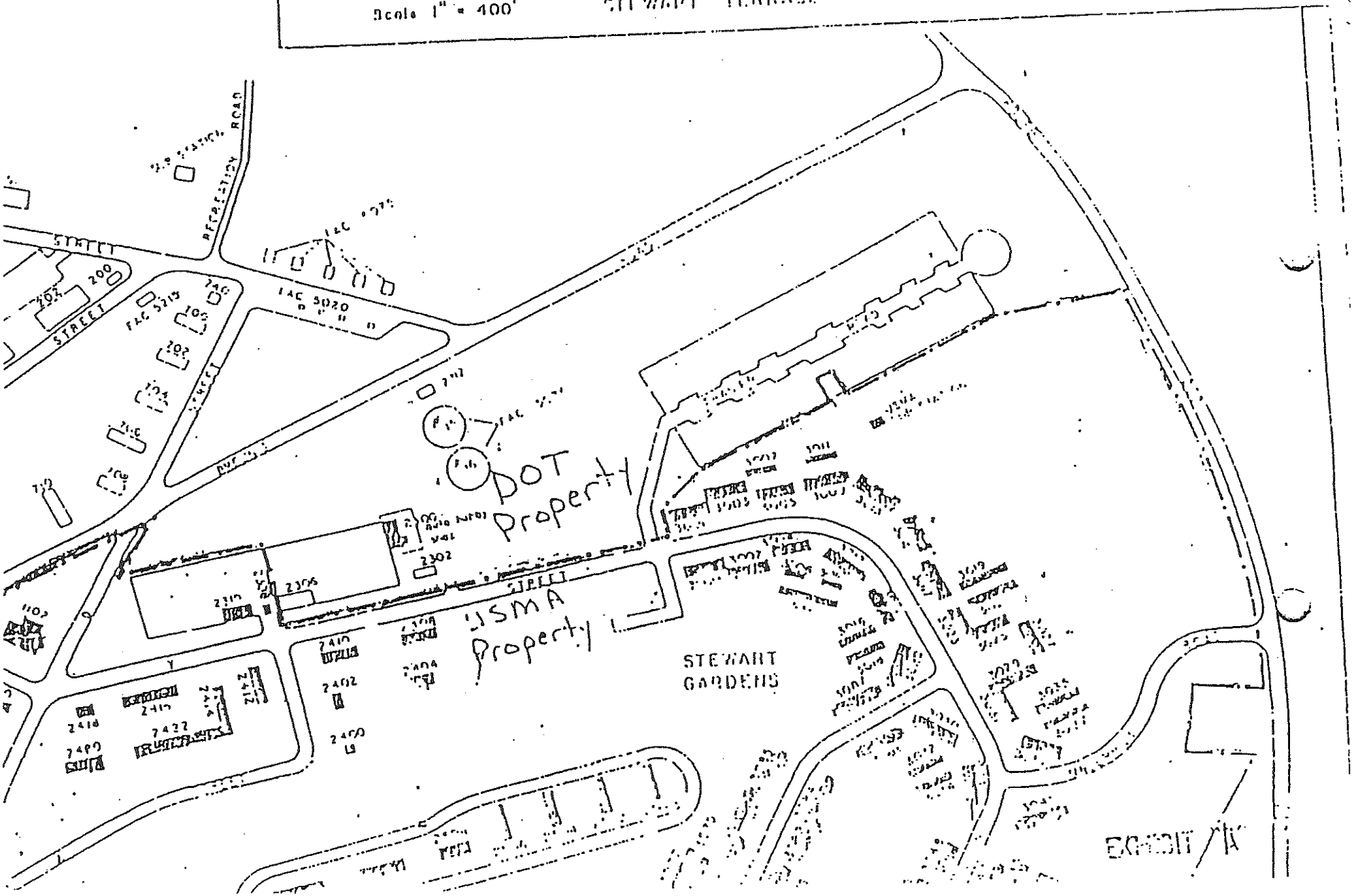
MARIE A. CORRADO
Print or Type Name

TITLE: ASSOCIATE ATTORNEY

INSET "A"

Scale 1" = 400'

STEWART TERRACE



MAEN-E-I. (200-2) "E" 21 January 1997

RECORD OF ENVIRONMENTAL CONSIDERATION

TITLE: Renewal of License No. DACA51-3-89-103, as Amended, New York State Department of Transportation, Stewart Army Subpost, New Windsor, New York

DESCRIPTION OF PROPOSED ACTION: Subject license renewal authorizes ingress and egress rights over and across D and Y Streets, Stewart Army Subpost (STAS), to gain access to New York State Department of Transportation lands between Bruenig Road and Y Street. Said lands of the State are comprised of the Licensee's Trailer Park site and Buildings 2300, 2302, and 2306. In consideration of this grant, the Licensee has agreed to perform improvements to and maintain the State-owned portion of the North Jackson Avenue road in accordance with prescribed guidelines issued by the STAS Garrison Commander, for use by STAS personnel and their dependents.

PRELIMINARY ASSESSMENT SCREENING (PAS): A review of real property records and site investigations in, around, and over affected portions of the North Jackson Avenue did not establish or result in a finding that any hazardous material was stored for one year or more, known to have been released, or disposed of, within the premises subject to license. There is no known contamination or hazardous material along this road corridor. Operation parameters associated with the proposed license are not expected to result in any health or safety risk.

DATE AND/OR DURATION OF PROPOSED ACTION: 1996-2001.

It has been determined that this action qualifies for Categorical Exclusion No. A-29, Appendix A, AR 200-2, and no extraordinary circumstances exist (as defined in AR 200-2) which individually or cumulatively have a significant effect on the quality of the human environment.

Michael B. Anderson

Michael B. Anderson
Realty Officer, EP&S, DHPW

Permit Number DACA51-4-86-608 to Federal Aviation Administration (radar station, STAS)

DEPARTMENT OF THE ARMY

PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY TO USE PROPERTY ON

STEWART ARMY SUBPOST, NEWBURGH, NEW YORK DACA51-4-86-608

Department of Transportation, Federal Aviation Administration (DOT/FAA)

is hereby granted a permit for a term of twenty (20) years

beginning 29 September *, 19* 86 *, and ending* 28 September *, ~~19~~* 2006 *,*

but revocable at will by the Secretary of the Army, ~~to~~ for the purpose of erecting a Seventy Seven (77) foot tower and an Air Surveillance Radar (ASR) Building on 0.36 of an acre of land, more or less located on Reservoir Hill at Stewart Army Subpost, Newburgh, New York which will provide optimum radar coverage for airports serving the Mid-Hudson Valley Area,

as shown substantially in ~~red~~ on Exhibit A, attached hereto and made a part hereof, ~~as follows:~~

THIS PERMIT is granted subject to the following conditions:

1. That the use and occupation of the said premises shall be without cost or expense to the Department of the Army, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the premises, and subject also to such rules and regulations as he may from time to time prescribe.

2. That the permittee shall, at its own expense and without cost or expense to the Department of the Army, maintain and keep in good repair and condition the premises herein authorized to be used.

3. That any interference with or damage to property under control of the Department of the Army incident to the exercise of the privileges herein granted shall be promptly corrected by the permittee to the satisfaction of the said officer.

4. That the permittee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Department of the Army or through Department of the Army facilities for the use of the permittee.

5. That no additions to or alterations of the premises shall be made without the prior consent of the said officer.

6. That if for any reason it should be deemed necessary or expedient for the Department of the Army to perform functions and/or render services which are the responsibility of the permittee, the said officer may, in lieu of reimbursement, require the permittee to furnish the personnel and/or materials required for the performance of said functions and/or for the rendering of said services. In addition to furnishing personnel and/or materials, the permittee shall reimburse the Department of the Army for any costs incurred by the Department of the Army in connection with said functions and/or services, such as for supervision and/or equipment furnished. Selection of such personnel will be subject to the approval of the said officer.

7. That on or before the date of expiration of this permit or its relinquishment by the permittee, the permittee shall vacate the said premises, remove its property therefrom, and restore the premises to a condition satisfactory to the said officer, ordinary wear and tear and damage beyond the control of the permittee excepted. If, however, this permit is revoked, the permittee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate.

8. That the permittee shall demolish Building No. 2626 located on the permitted property for new construction at its own cost and without cost or expense to the Department of the Army.

9. That the proposed construction by the permittee of the ASR-9 Rader 77 foot tower shall be erected on the permitted property of the existing radar building and the beacon tower is to be subsequently removed by the permittee. The beacon shall be relocated to the roof of Stewart Airport Control Tower by separate agreement.

10. That the permitter shall review and approve the Electrical Load Analysis and final construction design of all facilities associated with the permit prior to commencement of work by the permittee.

11. That prior to construction of a replacement storage building by the permittee, the permitter must review and approve all plans and specifications associated with the construction of the replacement storage building.

12. That the permitter must approve all changes or upgrading of electrical transformation, both within the ASR permitted area and on the Federal Installation prior to commencement of work by the permittee.

13. That the permitter shall have unrestricted access on the service road past the ASR site.

14. That the permitter must approve of the removal of the beacon tower (with associated placement of the cable dish) prior to commencement of work by the permittee.

15. That the permittee shall furnish to the permitter a completed and satisfactory interservice support agreement (covering utilities, plowing, vegetation control, etc.).

That prior to the execution of this permit, the Granting Clause was modified and Condition Nos. 8 through 15 were added on pages 2 and 3 which are hereby made a part of this permit.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this 16th day of September 1986.

JOHN J. BASTIBLE
Chief, Real Estate Division
New York District, Corps of Engineers

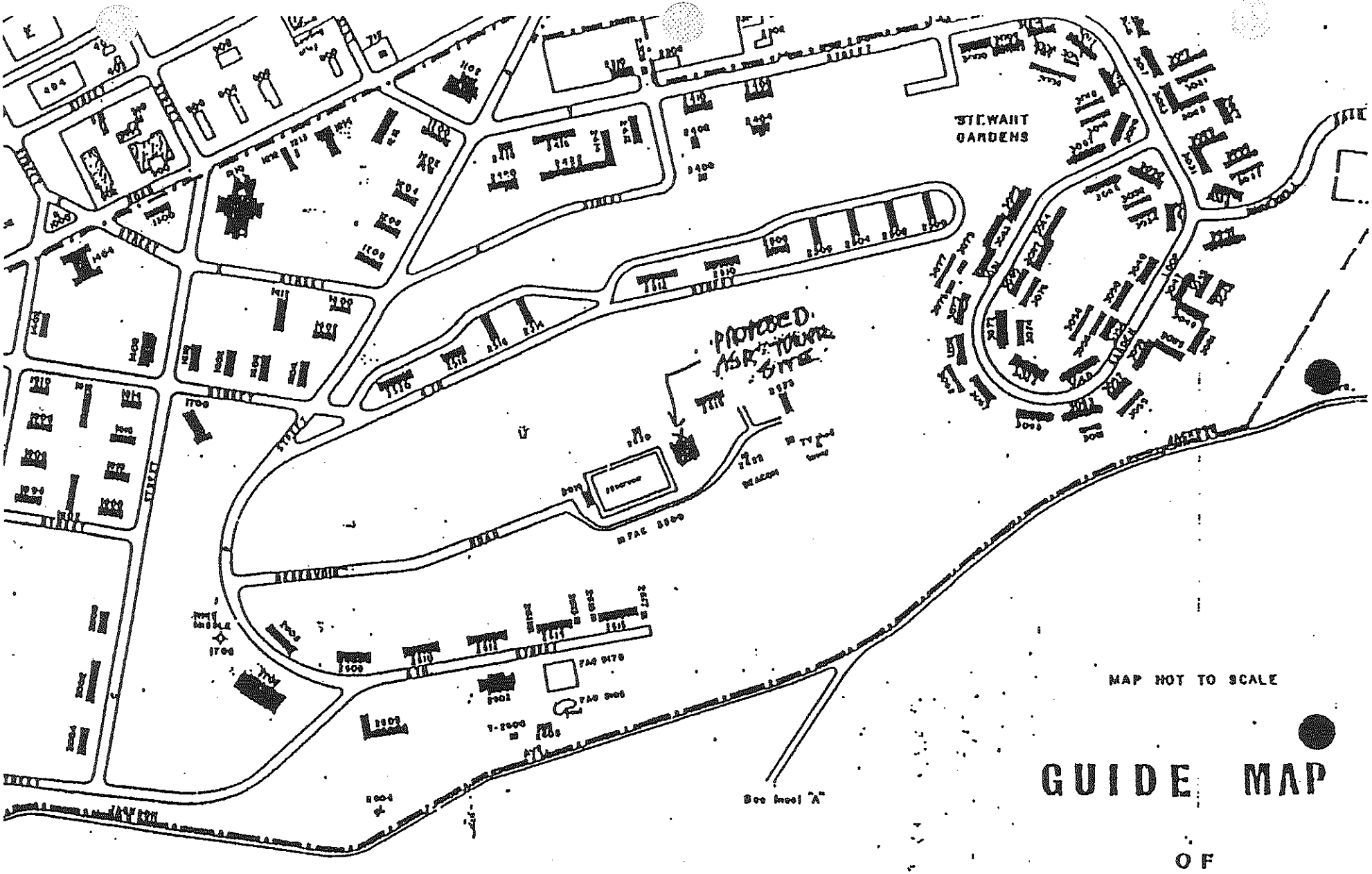
APPROVED AND ACCEPTED
FEDERAL AVIATION ADMINISTRATION

BY: Kathy Landers

TITLE: Contracting Officer

DATE: September 26, 1986

ATTEST: Eileen M. Clark



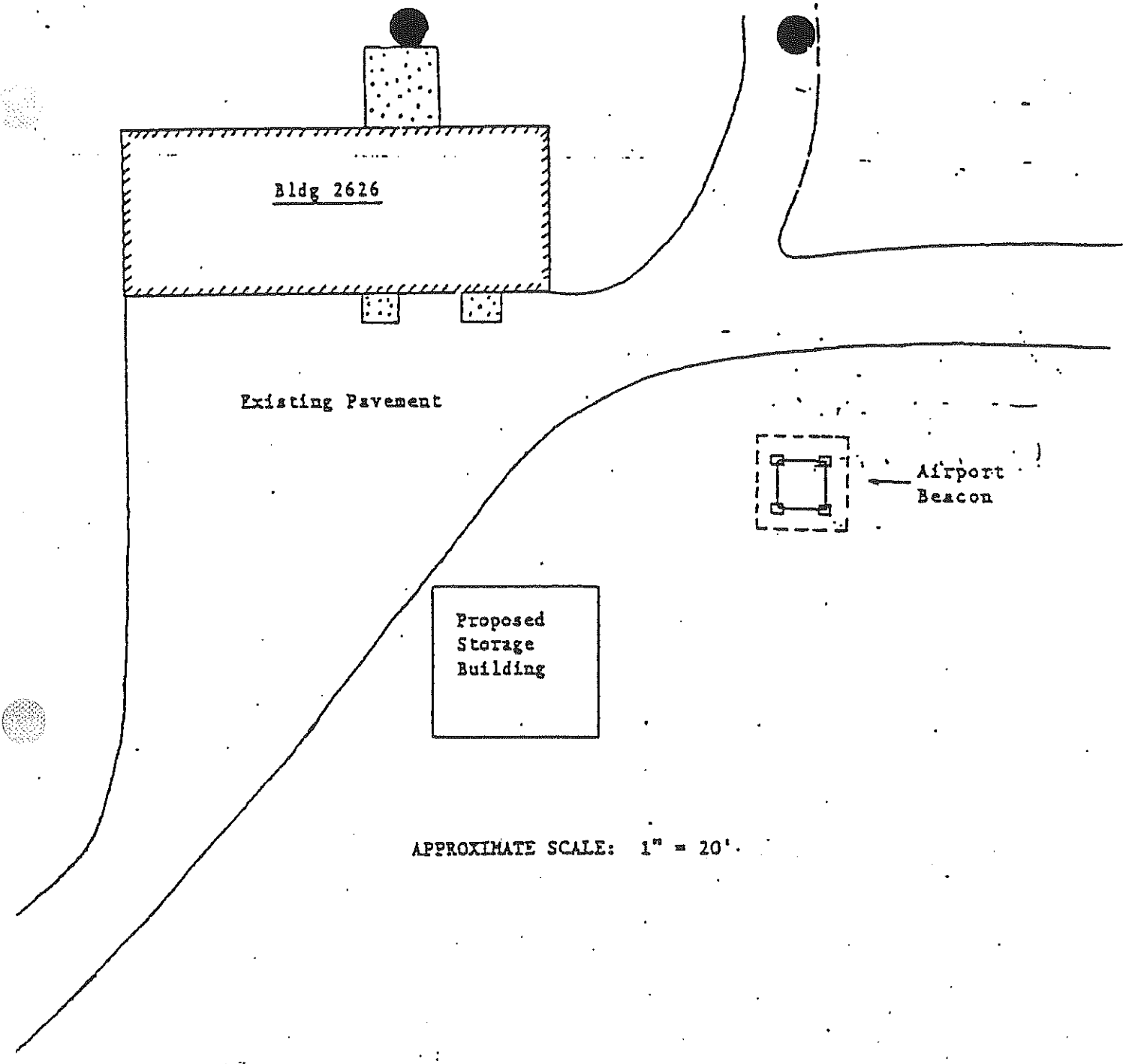
GUIDE MAP

OF

STEWART ARMY SUBP

REVISED JULY 1993

PLAN



APPROXIMATE SCALE: 1" = 20'

DEPARTMENT OF THE ARMY
PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY
TO USE PROPERTY ON
STEWART ARMY SUBPOST, NEWBURGH, NEW YORK

Amendment No. 1
Permit No. DACA51-4-86-608

WHEREAS, on 16 September 1986, the Secretary of the Army, hereinafter referred to as the "Permitter", granted to the Department of Transportation, Federal Aviation Administration (DOT/FAA), hereinafter referred to as the "Permittee", a Permit for a term of twenty (20) years beginning 29 September 1986 and ending 28 September 2006, but revocable at will by the Secretary of the Army, for the purpose of erecting a Seventy Seven (77) foot tower and an Air Surveillance Radar (ASR) Building on 0.36 of an acre of land, more or less located on Reservoir Hill at Stewart Army Subpost, Newburgh, New York which will provide optimum radar coverage for airports serving the Mid-Hudson Valley Area, as shown substantially on Exhibit "A" attached hereto and made a part thereof; and

WHEREAS, it is mutually desired to amend said Permit to add the metes and bounds description of the 0.36 acre of land, more or less as Exhibit "B", add the Construction Restrictive Easement and Additional Rights as Exhibit "C", and to delete Condition No. 8 in its entirety.

NOW THEREFORE, effective upon execution of this Amendment No. 1, Permit No. DACA51-4-86-608 is hereby amended in the following respects and these respects only;

1. The metes and bounds description of 0.36 acre of land, more or less is shown on Exhibit "B" which is attached hereto and made a part hereof.

2. That the Construction Restrictive Easement and Additional Rights are described on Exhibit "C" which is attached hereto and made a part hereof.

3. That Condition No. 8 is deleted in its entirety.

4. That all other terms and conditions of Permit No. DACA51-4-86-608 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 20th day of June 1988.

JOHN J. HALEY
Chief, Real Estate Division
New York District, Corps of Engineers

APPROVED AND ACCEPTED
DEPARTMENT OF TRANSPORTATION, FAA

BY: _____

TITLE: _____

DATE: _____

STEWART ARMY SUBPOST, NEWBURGH, NEW YORK

METES AND BOUNDS DESCRIPTION

Beginning at a point in the center of the ASR Tower, whose coordinates are: N 41° 29' 25.51" and W 74° 06' 23.12", proceed the following courses and distances to the property line: N 16° 18' W 52.0 feet to the point of the beginning of the property line; Thence around the property border lines the following courses and distances: S 73° 42' W 70.0 feet to a point; N 16° 18' W 130.0 feet to a point; N 73° 42' E 120 feet to a point; S 16° 18' E 130.0 feet to a point; S 73° 42' W 50.0 feet to the point of beginning.

Containing in all 0.36 of an acre of land, more or less.

STEWART ARMY SUBPOST, NEWBURGH, NEW YORK

CONSTRUCTION RESTRICTIVE EASEMENT

This easement shall be defined as a plane of a 1,500 foot diameter centered at the Radar Tower at an elevation of 675 feet MSL. Any construction within this easement that will be above 675 feet MSL elevation shall not be permitted. Any construction within this easement thal will be below 675 feet MSL elevation shall be coordinated with the FAA.

ADDITIONAL RIGHTS

The Government shall have the right of entry over roads from the Airport entry gates to the ASR-9 site. All authorized agents, representatives and employees of the Airport, Military, National Guard and other concerned organizations shall have right of entry over the Government's proposed property. (That portion of airport road that crosses over Government's proposed property).

Easement Number DACA51-2-82-86 to NYSDOT (security fence Parcel 19, STAS)

"F"

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT-WAY-WAY FOR A FENCE
STEWART ARMY SUB-POST, NEW YORK

No. DACA51-2-82-86

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668, hereby grants to the State of New York, Department of Transportation, hereinafter designated as the grantee, an easement for a five (5) foot right-of-way for construction, maintenance, and repair of an eight (8) foot high chain link fence, together with rights of ingress and egress thereto, over, across, in and upon land under the control of the Secretary of the Army at the location shown in red on Exhibits "A-1" and "A-2" attached hereto and made a part hereof, and described on Exhibit "B", also attached hereto and by this reference made a part hereof.

1. The installation and maintenance of said fence shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

2. The installation and maintenance of said fence incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

3. The grantee shall supervise the condition of said fence and cause it to be inspected at reasonable intervals, and shall immediately repair any damage thereto found as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said fence and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer. The Grantee shall not be responsible or liable for damage to property where such damage is caused by or results from the Government's use of the premises under the terms of this Easement and is not due to the negligence of the Grantee.

4. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

5. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted. The Grantee shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Grantee.

6. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, nor for damages to the property or for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction and maintenance of said fence except when such injuries or damage are caused by or result from the Government's use of the premises under the terms and conditions of this agreement and are not due to the negligence of the Grantee.

8. In the event all or any portion of said land occupied by said fence shall be needed by the United States, or in the event the existence of said fence shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said fence and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said fence shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

9. This easement may be terminated by the Secretary of the Army upon a reasonable notice to the grantee if the Secretary of the Army shall determine that the right of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a two (2) year period, or for abandonment.

10. That this Easement may be terminated by the Grantee at any time by giving to the Secretary of the Army through the said officer, at least thirty (30) days notice in writing provided the Grantee vacates the demised premises, removes the property of the Grantee therefrom, and restores the premises to as good order and condition as that existing upon the date of commencement of the term of the Easement to the satisfaction of the said officer and within such times as the Secretary of the Army may designate.

11. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said fence from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said fence and so restore the premises, the United States shall have the option either to take over the said fence as the property of the United States, without compensation therefor, or to remove the said fence and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said fence or on account of its removal.

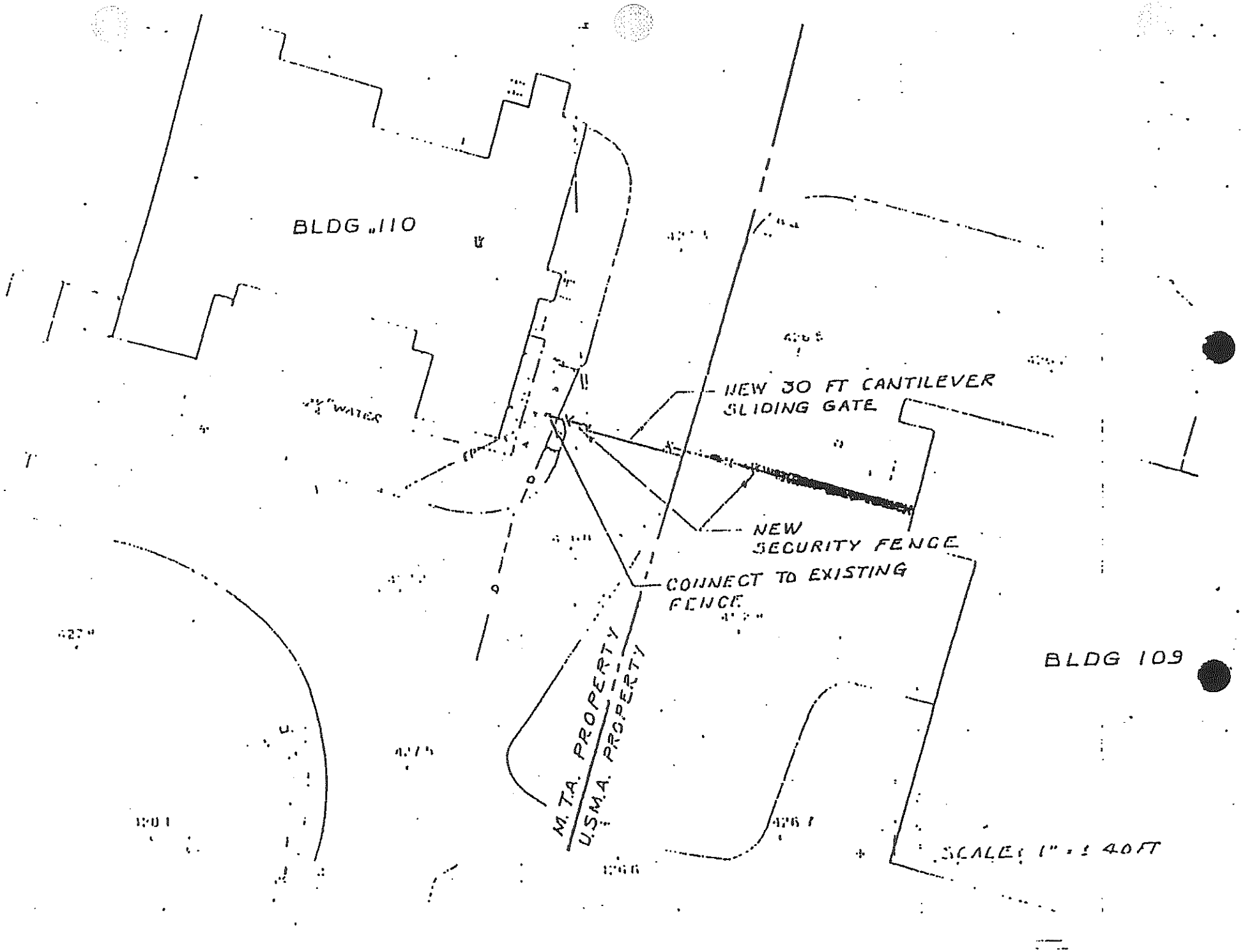
12. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the grantee.

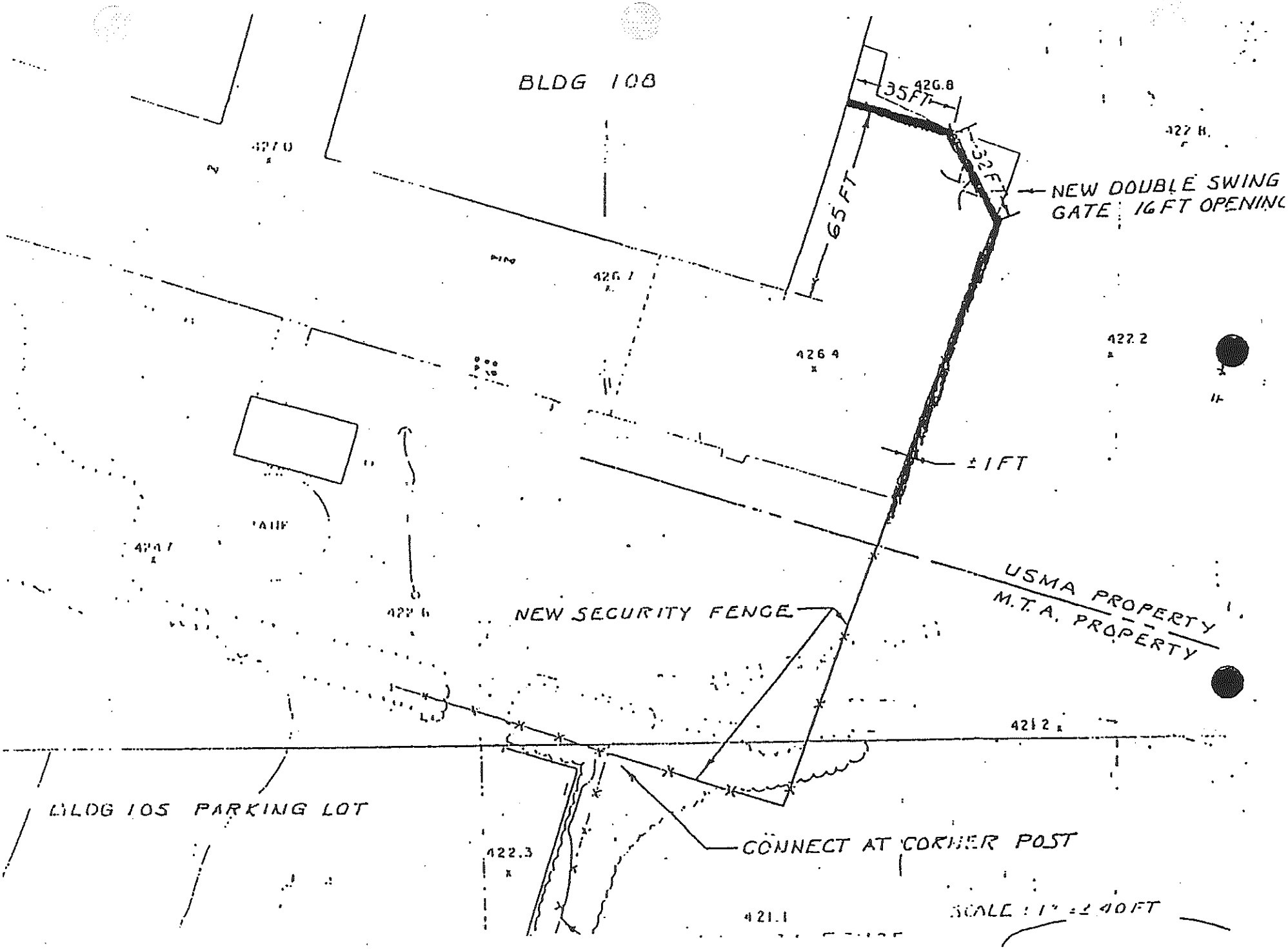
13. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 5th day of October, 1982.

WARREN GORDON
Chief, Real Estate Division


BLDG #110
NEW 30 FT CANTILEVER SLIDING GATE
NEW SECURITY FENCE
CONNECT TO EXISTING FENCE
M.T.A. PROPERTY
U.S.M.A. PROPERTY
BLDG 109
SCALE: 1" = 40 FT


BLDG 108
35FT
426.8
32FT
65FT
NEW DOUBLE SWING GATE 16FT OPENING
426.7
426.4
422.2
±1FT
USMA PROPERTY
M.T.A. PROPERTY
NEW SECURITY FENCE
422.6
421.2
BLDG 105 PARKING LOT
422.3
CONNECT AT CORNER POST
421.1
SCALE : 1" = 40FT

STEWART AIRPORT, NEW YORK
EASEMENT TO METROPOLITAN AIRPORT AUTHORITY

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION

AREA No. 1

Beginning at a point located as follows; along the prolongation of the northerly face of existing Buildings Numbered 108 and 109 as measured from the northwesterly corner of said Buildings, N 71°-53'-00" W, 61.09 feet to a point; thence N 18°-07'-00" E, 200.00 feet to a point; thence S 71°-53-00" E, 610.53 feet to a point; thence S 18°-07'-00" W, 422.00 feet to a point; thence N 71°-53-00" W, 98.00 feet to the point of beginning; thence from said point of beginning the following courses and distances: (1) N 18°-07'-00" E, 115.00 feet to a point; (2) N 26°-53'-00" W, 32.00 feet to a point; (3) N 71°-53'-00" W, 33 feet more or less to the easterly face of existing building numbered 108. The aforementioned three (3) courses and distances are the centerline of an easement 5.00 feet in width as measured at right angles to the described centerline.

AREA No. 2

Beginning at a point located as follows; along the prolongation of the northerly face of existing buildings Numbered 108 and 109 as measured from the northwesterly corner of said Buildings, N 71°-53'-00" W, 61.09 feet to a point; thence S 18-07'-00" W, 42.00 feet to the point of beginning; thence from said point of beginning the following course and distance; S 71°-53'-00" E, 74 feet more or less to the westerly face of existing building numbered 109. The aforementioned course and distance is the centerline of an easement 5.00 feet in width as measured at right angles to the described centerline.

Draft Easement Number DACA51-2-99-XXX to Town of New Windsor
(STAS water distribution lines)

No. DACA51-2-99-XXX

"G"

DEPARTMENT OF THE ARMY

DRAFT

EASEMENT FOR WATER UTILITY AND DISTRIBUTION SYSTEM
STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

THE SECRETARY OF THE ARMY, hereinafter referred to as the "Secretary," under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Sections 2668 and 2669, having found that the granting of this Easement is not incompatible with the proposed of excess of the Stewart Army Subpost and further being in the public interest, hereby grants to the Town of New Windsor, hereinafter referred to as the "Grantee," a perpetual, non-exclusive easement for the existing water utility and distribution system at the Stewart Army Subpost, including all right, title and interest in and to all appurtenances located thereon, hereinafter referred to as the "facilities," over, across, in and upon lands owned by the United States under the management of the Department of Defense, hereinafter referred to as the "premises," as identified in Exhibits "A" and "B," which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This Easement is hereby granted for an indefinite term, beginning _____, 1999, but may be revoked by the Secretary of Defense or his/her duly authorized representative or representatives thereof for just cause under the terms and conditions contained herein.

2. CONSIDERATION

As consideration for the privileges granted herein, the Grantee shall pay the United States the amount of one dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged. Further, the Grantee shall operate and maintain the facilities and premises herein conveyed for the benefit of the general public and United States in accordance with the terms and conditions herein set forth.

3. NOTICES

All notices to be given pursuant to this Easement shall be addressed, if to the Grantee, to the Supervisor, Town of New Windsor, 555 Union Avenue, New Windsor, New York 12553, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), New York District Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090, or as may from time to time otherwise be directed by the parties hereto. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to the "Secretary," "Department of Defense," "Installation Commander or Commanders," said "officer or officers," and "District Engineer," shall include their duly authorized representatives. Any reference to the "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY INSTALLATION COMMANDER

The construction, installation, operation, maintenance, repair or replacement of the facilities or other applicable or related facilities of the Grantee on those portions of the premises owned by the United States, shall be performed at no cost or expense to the United States, and shall be subject to the approval of the Installation Commander or Commanders, as applicable, having immediate jurisdiction over the premises, hereinafter referred to as the said officer or officers. Upon completion of the any of the above-cited activities, the Grantee shall immediately restore the premises to the satisfaction of the said officer or officers. The use and occupancy of the premises by the Grantee for the purposes herein stated shall be subject to such rules and regulations as the said officer or officers shall prescribe in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and Municipal laws, ordinances, and regulations wherein the premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Safe Drinking Water.

7. CONDITION OF THE PREMISES AND FACILITIES

The Grantee acknowledges that it has inspected the premises and facilities contained therein, knows its condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect its facilities, equipment, associated appurtenances, and the premises at reasonable intervals and promptly repair any defects found by such inspection, or when required by the said officer or officers to repair any such defects found on those portions of the premises owned by the United States.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible, within those portions of the premises owned by the United States, for any damage that may be caused to property of the United States by the activities of the Grantee under the terms and conditions granted in this Easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the said officer or officers, or at the election of the said officer or officers, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to the same.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon those portions of the premises owned by the United States at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove vegetation or other material, except property of the Grantee, and to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

11. TRANSFER AND ASSIGNMENTS

Without prior written approval by the said officer or officers, the Grantee shall neither transfer nor assign this Easement or any part of the premises owned by the United States, nor grant any interest, privilege or license whatsoever in connection with this Easement. The provisions and conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to person or persons on those portions of the premises owned by the United States which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person or persons of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors on those portions of the said premises under the control of the United States, as applicable.

13. SUBJECT TO EASEMENTS

This Easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and other utilities located, or to be located on those portions of the premises owned by the United States, provided that the proposed grant of any new easement or route, will be coordinated with the Grantee and the said officer or officers, and easements will not be granted which will, in the opinion of the said officer or officers, interfere with the use of the said premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through its facilities, such water service or services as may be required by the United States for governmental purposes, as applicable, provided that the payment for such service or services will be made by the United States at rates which shall be mutually agreeable but which shall not exceed the most favorable rates granted by the Grantee for similar service or services.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises owned by the United States, as applicable, occupied by the facilities of the Grantee or those in accordance with the condition SUBJECT TO EASEMENTS above, shall be needed by the United States, or in the event the existence of the said facilities is determined to be detrimental to governmental activities therein, the Grantee shall, from time to time, upon notice to do so, and as often as necessary, remove the said facilities to such other location on the premises as may be designated by the said officer or officers. In the event said facilities shall not be removed or relocated within a reasonable amount of time after such notice, the United States may cause the removal or relocation of such at the sole expense of the Grantee.

16. TERMINATION

This Easement may be terminated by an authorized representative or representatives of the Secretary of the Defense, as applicable, upon one hundred twenty (120) days written notice to the Grantee if the United States shall determine that the privileges herein granted on those portions of the premises owned by the United States interferes with the use or disposal of said land by the United States, or it may be revoked by the same for failure of the Grantee to comply with any or all the conditions of this Easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL CONSERVATION

The Grantee shall take appropriate measures to prevent or control soil erosion on those portions of the premises owned by the United States. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by the said officer or officers.

18. SUBJECT TO MINERAL INTERESTS

This Easement is subject to all outstanding mineral interests. As to federally owned mineral interests on those lands owned by the United States, as applicable, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary of Defense or duly authorized representative or representatives thereof, will provide easement stipulations to the BLM for inclusion in said mineral leases that are designed to protect those portions of the premises owned by the United States

from activities that would interfere with the Grantee's operations or would be contrary to local law.

19. NATURAL RESOURCES

The Grantee, on those portions of the premises owned by the United States, shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of those portions, as applicable, except as authorized in writing by the said officer or officers.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, Interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous material or materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, State, Interstate or local governmental agency are hereby made a condition of this Easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams, lakes, wetlands, or other bodies of water, or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within those portions of the premises owned by the United States shall be in conformance with all applicable Federal, State, and local laws and regulations. The Grantee must obtain approval in writing from the said officer or officers before any pesticides or herbicides are applied to those portions of the premises owned by the United States.

c. The Grantee will use all reasonable means available to protect the environment and natural resources within the premises, as applicable, and where damage nonetheless occurs on lands owned by the United States arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

21. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "C." There is no known or documented evidence to suggest that the premises subject to Easement contain hazardous substances which might endanger human health or safety.

22. RECORD OF ENVIRONMENTAL CONSIDERATION

A Record of Environmental Consideration (REC), required by Army Regulation 200-2 (Environmental Effects of Army Actions), is attached hereto and made a part hereof as Exhibit "D." The subject Easement has been determined to have no significant effect on the human environment pursuant to Categorical Exclusion A-18, contained in Appendix A of Army Regulation 200-2.

23. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity on the premises. In the event such an item or items are discovered on those portions of the premises owned by the United States, the Grantee shall immediately notify the said officer or officers and protect the site and any material or materials from further disturbance until the said officer or officers give clearance to proceed.

24. NON-DISCRIMINATION

The Grantee shall not discriminate against person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

25. RESTORATION

In the event this Easement is revoked, canceled, or terminated by the parties hereto or their duly authorized representative or representatives, the Grantee shall, without expense to the United States and within such time as the said officer or officers may indicate, remove its facilities and associated personal property from those portions of the premises owned by the United States and restore the site or sites to a condition satisfactory to the said officer or officers. In the event the Grantee shall fail to remove its facilities or associated personal property and restore the said premises, the

United States shall have the option to take over said facilities or personal property without compensation, or to remove the same and perform appropriate restoration activities at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

26. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in those lands owned by it are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Easement does not eliminate the necessity of obtaining any other Department of the Defense permit which may be required or any other permit or license which may be required by Federal, State, or local statute in connection with the use of the premises for the purposes stated herein.

27. PROHIBITED USES

a. The Grantee shall not permit gambling or the installation or operation or permit to be installed or operated thereon on those lands owned by the United States, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the said premises any activity which constitutes a nuisance. The Grantee shall not sell, store, or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquor on said premises.

b. The Grantee shall not construct or place any structure, improvement, or advertising sign or allow or permit such construction or placement on those portions of the premises owned by the United States without prior written approval of the said officer or officers.

28. COVENANT AGAINST CONTINGENT FEES

The parties hereto warrant that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the United States shall have the right to annul this Easement without liability.

29. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Easement or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Easement is for the general benefit of such corporation or company.

30. MODIFICATIONS

This Easement contains the entire agreement between the parties hereto and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same is set forth in writing, signed by the parties to be bound or by a duly authorized representative, and this provision shall apply to this condition as well as all other conditions of this Easement.

31. NON-TRANSFERABLE RIGHTS

Conditions 5, 8, 9, 10, 12, 14, 15, and 25 are non-transferable rights of the Grantor. In the event of the disposal of underlying fee land or lands owned by the United States, these rights and conditions contained herein will not transfer with such land or lands.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2622, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 1999.

_____
ROBERT W. HYATT
Chief, Real Estate Division

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 1999.

_____
GEORGE J. MEYERS
Town Supervisor
Town of New Windsor

Lease Number DACA51-1-95-163 to Bell Atlantic (Building 1004, STAS)

Lease No. DACA51-1-95-163

"H"

DEPARTMENT OF THE ARMY LEASE

STEWART ARMY SUBPOST, TOWN OF NEW WINDSOR, NEW YORK

THIS LEASE, made on behalf of the United States, between the Secretary of the Army, hereinafter referred to as the Secretary, and NEW YORK TELEPHONE COMPANY d/b/a NYNEX, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and for the consideration set forth, hereby leases to the Lessee the property identified in red on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the leased premises, for use of a portion of Building No. 1004, comprising approximately 46 square feet of space for telephone and associated communication purposes at the Stewart Army Subpost, Town of New Windsor, New York.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of five (5) years beginning 1 June 1995, and ending 31 May 2000, but revocable at will by the Secretary.

2. CONSIDERATION

a. The Lessee shall pay rental in advance to the United States in the amount of Two Thousand One Hundred Fifty Six Dollars ($2,156.00) for the term payable in full in advance to the order of the Finance and Accounting Officer, New York District, and delivered to Department of the Army, New York District, Corps of Engineers, Real Estate Division, Attention: CENAN-RE-MM, 26 Federal Plaza, New York, New York 10278-0090.

b. All rent and other payments due under the terms of this Lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment

of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than (ninety) 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on the late payment of rent. Interest will accrue from the due date, (the later of the due date, or the date notification of the amount due is mailed to the Lessee. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges, and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notice to be given pursuant to this Lease shall be addressed, if to the Lessee, to the Manager, NYNEX, 1095 Avenue of the Americas, Room 3138, New York, New York 10036, Attention: Area Operations Manager - Portfolio Management, and, if to the United States, to the District Engineer, Department of the Army, New York District Corps of Engineers, Attention: Real Estate Division (CENAN-RE-MM), 26 Federal Plaza, New York, New York 10278-0090, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, west Point, New York, hereinafter referred to as the said officer, and to such rules and regulations as may be prescribed from time to time by the said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, State, County and Municipal laws, ordinances and regulations wherein the leased premises are located.

7. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this Lease, an inventory and condition report of all personal property and improvements of the United States included in this Lease shall be made by the District Engineer and the Lessee to reflect the condition of the said property and improvements. A copy of said report shall be attached hereto and become a part hereof. Upon the expiration, revocation or termination of this Lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on PROTECTION OF PROPERTY.

8. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the Installation Commander, the Lessee shall neither transfer nor assign this Lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Lease. Failure to comply with this condition shall constitute a noncompliance for which the Lease may be revoked immediately by the District Engineer.

9. COST OF UTILITIES AND SUPPORT SERVICES

The Lessee shall pay the cost, as determined by the said officer having jurisdiction over leased the premises, of producing and/or supplying any utilities and other support services

furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer having immediate jurisdiction over the leased premises.

10. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to the said officer, or at the election of the said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the said officer.

11. INSURANCE

a. At the commencement of this Lease, the Lessee will obtain from a reputable insurance company or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of $1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms of this Lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, a certificate of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years or upon renewal or modification of the Lease. So long as the Lessee is New York Telephone Company, Lessee may provide the insurance required hereunder by self insurance and/or a blanket policy of insurance. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the leased premises or any part thereof.

b. The insurance policy or policies shall be of a comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the leased premises during any period for which the Lessee does not have the required insurance coverage.

12. RIGHT TO ENTER PREMISES

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

13. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims except to the extent that such claims or damages are due to the fault or negligence of the United States or its contractors.

14. RESTORATION

On or before the expiration date of this Lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to as good order and condition as existed on the date of the commencement of this Lease, reasonable wear and tear excepted. If, however, this Lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate or as otherwise specified by the provisions of the condition on RENTAL ADJUSTMENT (paragraph 18). In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States

without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the premises.

15. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessees operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

16. SUBJECT TO EASEMENTS

This Lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the leased premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Installation Commander, interfere with the use of the premises by the Lessee.

17. TERMINATION

This Lease may be terminated by the Lessee at any time by giving the District Engineer at least thirty (30) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on CONSIDERATION (paragraph 2).

18. RENTAL ADJUSTMENT

In the event the United States revokes this Lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this Lease. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; PROVIDED HOWEVER, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this Lease.

19. PROHIBITED USES

a. The Lessee shall not permit gambling on the leased premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquor on the premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the Installation Commander.

20. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the said Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding $50,000 is not a claim under the Contract Disputes Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the said Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount, or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding $50,000, the Lessee shall submit with the claim a certification that:

(i) the claim is made in good faith;

(ii) supporting data is accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certificate shall be executed by:

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of $50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For lessee-certified claims over $50,000, the District Engineer must, within sixty (60) days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Contract Disputes Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest or the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Contract Disputes Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on CONSIDERATION (paragraph 2).

h. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the District Engineer.

21. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this Lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, Interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this Lease.

b. If the Lessee uses or is found to be using the leased property for any type of operation that may result in any form of hazardous/contaminated materials, the Lessee shall be required to post a bond sufficient to provide for all projected costs associated with the clean up and removal and restoration of any resultant hazardous contaminated materials released during the Lessee's use of the leased property. The amount of the bond will commensurate with the Lessee's use of the property and will be determined by the Installation Commander after consultation with the US Army Toxic Environmental Hygiene Agency (USAEHA).

22. PRELIMINARY ASSESSMENT SCREENING

There is minimal potential for environmental contamination or disruption from past or present activities in the subject building. Asbestos material (aircell lagging) is present in the entire building. A 1984 Asbestos Survey Report identified Building 1004 as a Class II building (e.g. asbestos materials present with less than 15% damage). The overall condition of the asbestos was rated good in this same study. No major construction or renovation activities have occurred within the building. The leased portion of the building by NYNEX represents approximately 1% of the total gross floor area of the building (3,907 SF). A Record of Environmental Consideration and Environmental Baseline Study Report are attached hereto and made a part hereof as Exhibit "B".

23. IMPROVEMENTS TO LEASED AREA

That the Lessee shall be responsible for all costs associated with the removal and disposal of asbestos in the affected building during the term of this Lease, to include payment of personal injury claims or indemnification of the US Army if fined by the

State of New York, for improper construction or renovation within the leased premises. The Lessee shall give ten (10) days written notice to the Installation Commander, West Point, New York prior to any work which will disturb asbestos material in the leased premises.

24. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

25. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the leased premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the Lease shall be renegotiated.

26. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or licensed commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

27. OFFICIALS NOT TO BENEFIT

No member or delegate of congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

28. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same is in writing, signed by both parties. This provision shall apply as well as to all other conditions of this Lease.

29. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the premises are concerned. The Lessee shall obtain any permit or license which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

30. SUPERSEDING LEASE NUMBER

That this instrument supersedes Lease No. DACA51-1-91-73, which expired 31 May 1995.

THIS LEASE is not subject to title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 11th day of April 1996.

JAY B. HECHT
Chief, Real Estate Division

THIS LEASE is also executed by the Lessee this 21st day of February 1996.

NEW YORK TELEPHONE COMPANY

BY: _____
(Signature)

_____
(Print or Type Name)

TITLE: _____

REVIEWED
BY/PC Date 2-21-96

CERTIFICATE OF AUTHORITY

I, Robert Erb,

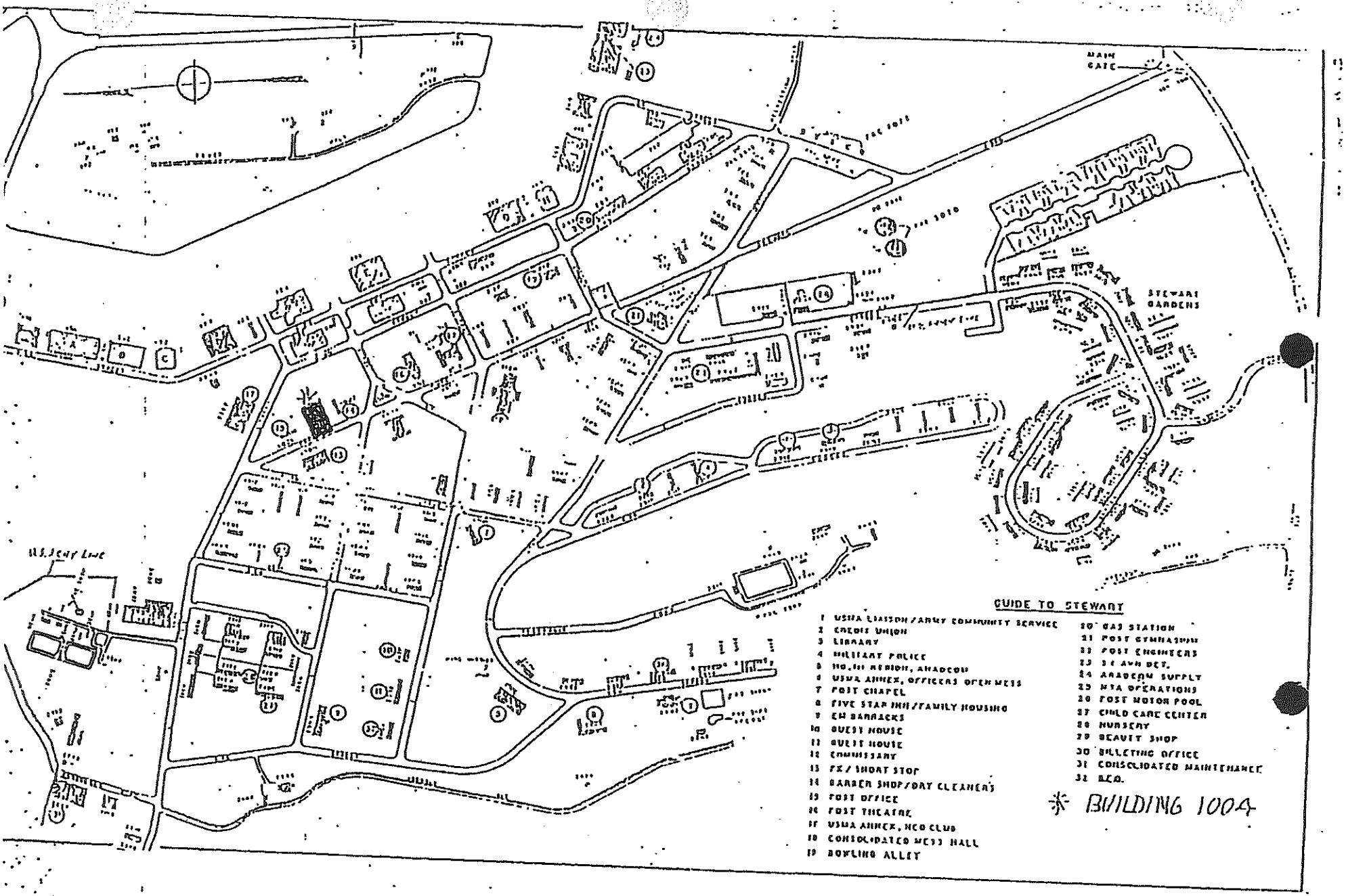
certify that I am the Assistant Secretary of

New York Telephone Company d/b/a NYNEX the corporation described in and which executed the foregoing instrument with the United States of America; that the said corporation is organized under the laws of the State of New York; that the corporate seal affixed to said instrument is the seal of said corporation; that Jeanne VanBergen who executed said instrument as Area Operations Manager of said corporation was then Area Operations Manager of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said Jeanne VanBergen; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 28th day of February, 1996

R Smith Li

New York Telephone - Assistant Secretary


MAIN GATE
STEWART GARDENS
U.S. Secret Line
GUIDE TO STEWART
1 USMA LIAISON / ARMY COMMUNITY SERVICE
2 CREDIT UNION
3 LIBRARY
4 MILITARY POLICE
5 HQ, III REGION, ARADCOM
6 USMA ANNEX, OFFICERS OPEN MESS
7 POST CHAPEL
8 FIVE STAR INN / FAMILY HOUSING
9 EM BARRACKS
10 GUEST HOUSE
11 GUEST HOUSE
12 COMMISSARY
13 PX / SHORT STOP
14 BARBER SHOP / DRY CLEANERS
15 POST OFFICE
16 POST THEATRE
17 USMA ANNEX, NCO CLUB
18 CONSOLIDATED MESS HALL
19 BOWLING ALLEY
20 GAS STATION
21 POST GYMNASIUM
22 POST ENGINEERS
23 DE AVN DET.
24 ARADCOM SUPPLY
25 MTA OPERATIONS
26 POST MOTOR POOL
27 CHILD CARE CENTER
28 NURSERY
29 BEAUTY SHOP
30 BILLETING OFFICE
31 CONSOLIDATED MAINTENANCE
32 B.C.O.
* BUILDING 1004

MAEN-E-I (200-2)

10 February 1995

RECORD OF ENVIRONMENTAL CONSIDERATION

TITLE:: Renewal of Lease No. DACA51-1-91-73, New York Telephone, Stewart Army Subpost, Town of New Windsor, New York

DESCRIPTION OF PROPOSED ACTION: Subject action involves the renewal of an existing lease in favor of the NYNEX (formerly known as New York Telephone) for the use and occupancy of 46 square feet in Building 1004, Stewart Army Subpost (STAS), for telephone and associated communication purposes. The United States Military Academy (USMA) has no objection to the proposed renewal of the subject lease. Building 1004 is not excess to the needs of STAS. There is no historical significance associated with the leased premises.

PRELIMINARY ASSESSMENT SCREENING (PAS): There is minimal potential for environmental contamination or disruption from past or present activities in the subject building. Asbestos material (aircell lagging) is present in the entire building. A 1984 Asbestos Survey Report identified Building 1004 as a Class II building (e.g. asbestos materials present with less than 15% damage). The overall condition of the asbestos was rated good in this same study. No major construction or renovation activities have occurred within the building. The leased portion of the building by NYNEX represents approximately 1% of the total gross floor area of the building (3,907 SF).

DATE AND/OR DURATION OF PROPOSED ACTION: 1995-2000.

It has been determined that this action qualifies for Categorical Exclusion No. A-25, Appendix A, AR 200-2, and no extraordinary circumstances exist (as defined in AR 200-2) which individually or cumulatively have a significant effect on the quality of the human environment.

Michael B. Anderson
Real Property Officer, EP&S, DHPW

Date: 25 April 1995

Easement Number DACA51-2-89-174 to Town of New Windsor (Plant Road, STAS)

"I"

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY
(PIPELINE)

DACA51-2-89-174

ON STEWART ARMY SUBPOST (STAS), TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, hereby grants to the Town of New Windsor, New York

hereinafter designated as the grantee, for a period not exceeding fifty (50) *years from the date hereof, an easement for a right of way for* Sewer District No. 20 to construct sewer lines

over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A" *attached hereto and made a part hereof, and described* ~~on following~~ in Exhibit "B" attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of ($) *, payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to*

DELETED

DA FORM 1 AUG 72 1361 PREVIOUS EDITIONS MAY BE USED (ER 405-1-340)

2. The installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon. The grantee shall have the right of ingress and egress for such purposes.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said line and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to government activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said line.

9. That the grantee shall furnish through said line such service as may be required from time to time for governmental purposes on said land, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be te[redacted]ted by the Secretary of the Army [redacted] a reasonable notice to the grantee if the Secretary of the Army shall determine that the r[redacted] of way hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said line from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said line and so restore the premises, the United States shall have the option either to take over the said line as the property of the United States, without compensation therefor, or to remove the said line and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

15. That the grantee shall utilize the property herein granted in a nondiscriminatory manner to the end that no person shall on the ground of race, color, religion, age, sex, handicap or national origin, be excluded from using the facilities or obtaining the services provided thereon or otherwise be subjected to discrimination under any program or activities provided thereon.

Prior to the execution of this easement, the Granting Clause was modified; Condition 1 was deleted and Condition 15 was added on page 3 which is attached hereto and made a part hereof.
This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 19th *day of* June 19 89

ROGER P. BLAKE
Chief, Real Estate Division

APPROVED AND ACCEPTED
TOWN OF NEW WINDSOR
NAME: GEORGE A. GREEN
TITLE: Supervisor
DATE: 6/7/89
ATTEST:

GPO 837-173

CERTIFICATE OF AUTHORITY

I, GEORGE A. GREEN,

rtify that I am the Supervisor of the Town of New Windsor, the
rty described in and which executed the foregoing instrument with the United
ates of America; that the Town of New Windsor is organized under the laws of
e State of New York; that the Town of New Windsor's seal affixed to said
strument is the seal of said Town of New Windsor; that GEORGE A. GREEN
who executed said instrument
Supervisor of said Town of New Windsor
s then Supervisor of said Town of New Windsor
d has been duly authorized to execute said instrument in behalf of said
wn of New Windsor; that I know the signature of said GEORGE A. GREEN
; and that the signature affixed to such instrument
genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
id Town of New Windsor, this 7th day of June, 1989.

Town Clerk

EXHIBIT "B"

DESCRIPTION
for
Sewer District No. 20
Sanitary Sewer Easement
Through Lands of the United States Government
(Stewart International Airport)
Town of New Windsor, Orange County, New York

ALL that Parcel of land in the Town of New Windsor, County of Orange, State of New York, being more particularly described as follows:

BEGINNING at a point in the southwesterly corner of Parcel 1 as described in Liber 1973 of Deeds at Page 179, running thence the following courses:

1. Through lands of the Grantor, N 77° 48' 59", 57.00' to a point, said point being the southeasterly corner of Parcel 2 as described in Liber 1973 at Page 179;

2. Along the easterly line of Parcel 2 N 12° 11' 01" E, 20.00' to a point;

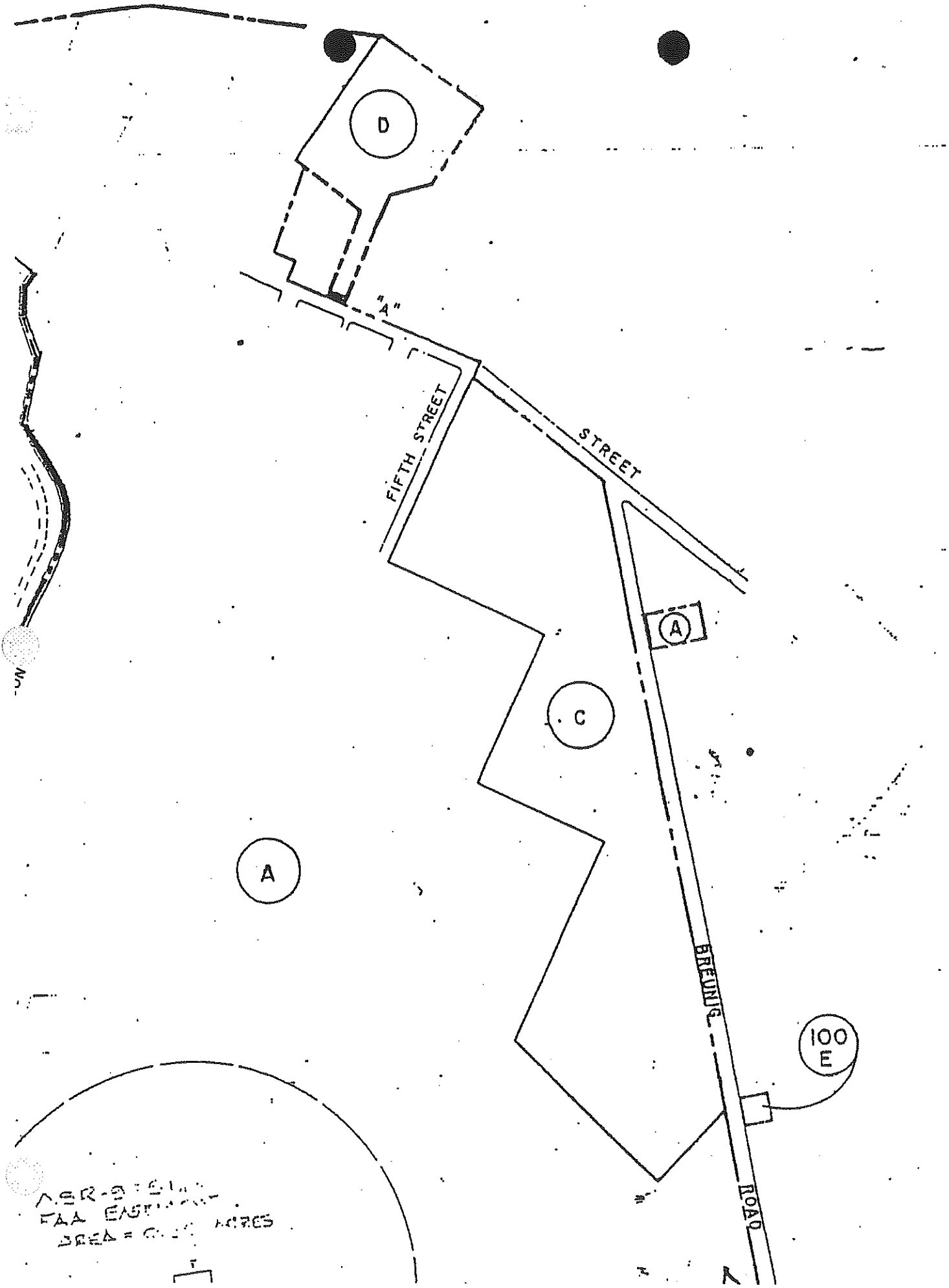
3. Through lands of the Grantor, S 77° 48' 59" E, 57.00' to a point in the westerly line of the aforementioned Parcel 1;

4. Along said westerly line S 12° 11' 01" W, 20.00' to the point or place of BEGINNING.

This easement being a strip of land approximately 57 feet long and 20 feet wide along the northerly line of "A" Street of Stewart Army Sub-Post. Being also a portion of Lot "D" along the southernmost line of said lot as described in a transfer of Land to the Secretary of the Army by the Secretary of the Air Force dated 8 January 1973.

CONTAINING approximately 0.026 acres of land, more or less.

EXHIBIT "B"


D
"A"
FIFTH STREET
STREET
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C
A
BREUNIG
ROAD
100
E

Draft Easement Number DACA51-2-99-XXX (2200 Block sewage pump station, STAS)

No. DACA51-2-99-XXX

26 September 1998

DEPARTMENT OF THE ARMY
REVISED DRAFT
EASEMENT FOR SEWAGE PUMPING STATION AND FORCE MAIN

STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this Easement is not incompatible with the proposed excess of the Stewart Army Subpost and further being in the public interest, hereby grants to the Town of New Windsor, a duly incorporated municipality in Orange County, New York, hereinafter referred to as the "Grantee," an easement to construct, install, operate, maintain, and repair a sewage pump station and force main on property owned by the U.S.A. in the areas shown in red on Exhibit "A" and further described in Exhibit "B, attached hereto and made a part hereof, hereinafter known as the "premises" for the purpose of complying with a request from the United States Department of Agriculture to provide sewer service to its facilities located across the runway at the Stewart International Airport, and incidentally to provide sewer service to the 2200 Block of the Stewart Army Subpost and other Town of New Windsor approved users.

THIS EASEMENT is granted subject to the following conditions:

1. **TERM**

This Easement is hereby granted for a term of fifty (50) years, beginning ___ _____ 1999 and ending ___ _____ 2049, subject to an option of the government to renew this instrument for an additional period of fifty (50) years by mutual agreement between the parties hereto, but revocable at will by the Secretary of the Army for just cause as provided herein.

2. **NOTICES**

All notices to be given pursuant to this Easement shall be addressed, if to the Grantee, to the Town Supervisor, 555 Union Avenue, Town of New Windsor, New York 12553; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), New York District Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090, or as may from time

to time otherwise be directed by the parties hereto. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to the "Secretary," "District Engineer," "Installation Commander," or "said officer," shall include their duly authorized representatives. Any reference to the "Grantee" shall include their duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, installation, operation, maintenance, and repair of the said sewage pump station and force main on government land, shall be performed at no cost or expense to the Department of the Army and subject to the approval of the Installation Commander, hereinafter referred to as the "said officer," having immediate jurisdiction over the premises. The use and occupancy of the premises herein granted shall be subject to such rules and regulations as the said officer shall prescribe in writing from time to time.

5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and Municipal laws, ordinances, and regulations wherein the premises are located, to include performance of sound engineering and environmental practices associated with the construction, operation, and maintenance of the proposed sewage pump station and force main.

6. CONDITION OF THE PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representation or warranties whatsoever and without obligation on the part of the United States.

7. INSPECTION AND REPAIRS

The Grantee shall inspect its facilities, equipment, and associated appurtenances, as shown in Exhibit "C," attached hereto and made a part hereof, and the premises at reasonable intervals and promptly repair any defects found by such inspection, or when required by the said officer to repair any

such defects. Upon completion of any repairs performed herein, the premises shall be restored by the Grantee, at the Grantee's own expense, to a condition as that which existed prior to the commencement of such work, to the satisfaction of the said officer.

8. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under the terms and conditions granted in this Easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the said officer, or at the election of the said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to the said officer.

9. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove vegetation or other material, except property of the Grantee, and to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

10. TRANSFER AND ASSIGNMENTS

Without prior written approval by the said District Engineer, the Grantee shall neither transfer nor assign this Easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this Easement. The provisions and conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to person or persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person or persons

of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. SUBJECT TO EASEMENTS

a. For purposes necessary to the privileges herein granted, a utility easement or easements are hereby granted, over, under, or across lands of the United States, as applicable or required, for the specific purpose of providing electric, water, telephone, cable, alarm and computer service to the premises, required by the Grantee. Said utilities shall be provided by public and private, local utility companies, upon the approval of the Grantee and the said officer. Said local utility companies and the Grantee, shall be granted a utility easement or easements to the premises from the nearest, existing utility connection in the area as shown in Exhibit "D," attached hereto and made a part hereof, and shall include, but is not necessarily limited to, ingress and egress rights for the construction, operation, maintenance, repair, or replacement of its equipment, property, or appurtenances necessary in the provision of adequate utility service or services to the premises.

b. This Easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee and the said officer, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

13. REQUIRED SERVICES

a. The Grantee shall provide through its facilities herein granted, sewage disposal service from Buildings 2218, 2219, 2220, 2221, 2228, and 2229 owned by the government. No payment shall be made to the Grantee by the Department of the Army for the use of the Grantee's facilities, discharge or disposal, or treatment of sewage from the said government buildings based upon a current estimated waste water flow of six hundred (600) gallons per day. The Department of the Army will notify the United States Department of Agriculture (USDA) if the usage of the said buildings changes significantly which would increase the waste water flow. At that time, an evaluation would be made as to whether reimbursement would be required.

b. The USDA reserves the right to charge non-military users for sewage treatment from the buildings set forth hereinabove and

to separately meter the flow of sewage under this section, provided the installation of a separate meter on the premises shall be paid by the USDA.

c. The provisions contained herein shall not prevent the USDA from making payments to the Town of New Windsor pursuant to the terms of the Sewer District #20 agreement dated January 21, 1987, and related maps, plans and reports pertaining to Sewer District #20, including, but not limited to, the terms of a report prepared by McGoey, Hauser and Edsall Consulting Engineers P.C., dated November 30, 1987.

14. **RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the Grantee or those in accordance with the condition **SUBJECT TO EASEMENTS** above, shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall, upon notice to do so and/or as often as necessary, remove said facilities to such other location on the premises as may be designated by the said officer or District Engineer. In the event said facilities shall not be removed or relocated within a reasonable amount of time after such notice, the United States may cause the removal or relocation of such at the sole expense of the Grantee.

15. **TERMINATION**

This Easement may be terminated by the Secretary of the Army upon ninety (90) days written notice to the Grantee if the Secretary shall determine that the privileges herein granted interfere with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all the conditions of this Easement, or for non-use by the Grantee for a period of two (2) years, or for abandonment.

16. **SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to the said officer or District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this Easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the premises herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by the said officer or District Engineer.

17. SUBJECT TO MINERAL INTERESTS

This Easement is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide easement stipulations to the BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Grantee's operations or would be contrary to local law.

18. NATURAL RESOURCES

The Grantee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the said officer or District Engineer.

19. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, Interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous material or materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, State, Interstate or local governmental agency are hereby made a condition of this Easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams, lakes, wetlands, or other bodies of water, or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, State, and local laws and regulations. The Grantee must obtain approval in writing from the said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

20. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "E." Upon the expiration, revocation or termination of this Easement, as necessary or required, another EBS may be prepared which will document the environmental condition of the property at that time. A comparison of the two studies, as applicable, will assist the said officer or District Engineer in determining any environmental restoration requirements. Any such requirement or requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

21. RECORD OF ENVIRONMENTAL CONSIDERATION

A Record of Environmental Consideration (REC) required by Army Regulation 200-2 (Environmental Effects of Army Actions) is attached hereto and made a part hereof as Exhibit "F." The subject Easement has been determined to have no significant effect on the human environment pursuant to Categorical Exclusion A-22, contained in Appendix A of Army Regulation 200-2.

22. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such an item or items are discovered on the premises, the Grantee shall immediately notify the said officer or District Engineer and protect the site and any material or materials from further disturbance until the said officer or District Engineer gives clearance to proceed.

23. NON-DISCRIMINATION

The Grantee shall not discriminate against person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

24. RESTORATION

On or before the expiration or termination of this Easement, the Grantee shall, without expense to the United States and within such time as the said officer or District Engineer may indicate, remove its facilities and associated personal property and restore the premises to a condition satisfactory to the said officer or District Engineer. In the event the Grantee shall fail to remove its facilities or associated personal property and

restore the premises, the United States shall have the option to take over said facilities or personal property without compensation, or to remove the same and perform appropriate restoration activities at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

25. **DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Easement does not eliminate the necessity of obtaining any other Department of the Army permit which may be required or any other permit or license which may be required by Federal, State, or local statute in connection with the use of the premises for the purposes stated herein.

26. **COST OF UTILITIES**

a. The Government shall be under no obligation to provide or furnish any utility or utilities or similar services to the premises.

b. The Grantee shall pay the cost of any and all utilities and other services required in its use of the premises under the terms and conditions granted in this Easement, including any proportionate share in the cost of operation and maintenance of utility-related facilities from which such service or services are produced or supplied.

c. The Grantee shall be responsible for the payment of any and all utility or other service payments due related to the use and occupancy of the premises for the purposes granted in this Easement. The United States will not be held responsible for any utility or other service payment due or payable by the Grantee or late payment penalties associated therewith.

27. **PROHIBITED USES**

a. The Grantee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which constitutes a nuisance. The Grantee shall not sell, store, or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquor on the premises.

b. The Grantee shall not construct or place any structure, improvement, or advertising sign or allow or permit such construction or placement without prior written approval of the said officer or District Engineer.

28. **INSURANCE**

a. At the commencement of this Easement, the Grantee shall obtain, from a reputable insurance company or companies, liability insurance. The insurance shall provide in an amount not less than that which is prudent, reasonable, and consistent with sound business practices or a minimum combined single limit of $2,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting from the operations of the Grantee under the terms and conditions of this Easement. The Grantee shall require its insurance company to furnish the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three (3) years or upon renewal or modification of this Easement.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the type of facilities, services, and activities of the Grantee undertaken by this Easement. The Grantee shall require that the insurance company or companies give the District Engineer thirty (30) days written notice of any cancellation or change in insurance. The District Engineer may require closure of any or all of the premises during any period for which the Grantee does not have the required insurance coverage.

c. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Grantee is in possession of the premises pursuant to the terms and conditions of this Easement, the Grantee shall procure and maintain at the Grantee's cost, a standard fire and extended coverage insurance policy or policies on the premises to the full insurable value thereof. The Grantee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Grantee to be used solely for repair, restoration, or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Grantee for the purposes hereinabove set forth, then such proceeds shall be

paid to the United States, provided however that the insurer, after payment of the proceeds to the Grantee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds of the Grantee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore, or replace the premises or any part thereof.

29. **COVENANT AGAINST CONTINGENT FEES**

The parties hereto warrant that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the United States shall have the right to annul this Easement without liability.

30. **OFFICIALS NOT BENEFIT**

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Easement or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Easement is for the general benefit of such corporation or company.

31. **MODIFICATIONS**

This Easement contains the entire agreement between the parties hereto and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same is set forth in writing, signed by the parties to be bound or by a duly authorized representative, and this provision shall apply to this condition as well as all other conditions of this Easement.

32. The parties to this Easement understand that the Town of New Windsor, as Grantee, is entering into this Easement for the benefit of and at the request of the United States Department of Agriculture. The parties understand that the willingness on the part of the Town of New Windsor to proceed with this Easement is based on the fact that the United States Department of Agriculture will be bound by the terms of the Sewer District #20 agreement dated January 21, 1987, which is hereby incorporated by reference, including, but not limited to, the terms of a report prepared by McGoey, Hauser and Edsall Consulting Engineers P.C., dated November 30, 1987, and will make all payments required for construction, and will pay all use charges for operation and maintenance of facilities within the premises.

33. The parties to this Easement agree that the easement and the appurtenances within it shall become part of the Town of New Windsor municipal sewer system, and that the Town of New Windsor shall have the right to connect other users in Sewer District #20 or without, to the Town of New Windsor municipal sewer system over and through this Easement, provided that the United States Department of Agriculture shall not be charged for the operation and maintenance and sewer use charges attributable to other users, except as stated in the condition on **REQUIRED SERVICES**.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2622, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by the Department of the Army by direction of the Assistant Secretary of the Army this _____ day of _____, 1999.

_____
ROBERT W. HYATT
Chief, Real Estate Division

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 1999.

_____
GEORGE J. MEYERS
Town Supervisor
Town of New Windsor

AND IN CONCURRENCE THEREOF BY:

_____
THERESA GMITERKO
Realty Specialist
Field Servicing Office
United States Department
of Agriculture

Lease Number DACA51-1-88-176, as amended, to NYSDOT (STAS water system)

"J"

DEPARTMENT OF THE ARMY
LEASE
OF PROPERTY ON STEWART ARMY SUBPOST, NEW YORK

17000
DACA51-1-88-176
NO. [illegible]

THIS LEASE, made between the Secretary of the Army, party of the first part and the State of New York, acting by and through the Department of Transportation, party of the second part, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the party of the second part, hereinafter designated as the lessee, for a term of twenty-five (25) years, beginning July 15, 1988 and ending July 14, 2013, the following described property for use solely as a water treatment facility:

A total land area of approximately 5.94 acres of land containing thereon the water treatment facility as shown in red on Exhibit "A" attached hereto and made a part hereof, including Buildings 2604, 2618, 2620, the outdoor reservoir, the tap on the Catskill Aqueduct and appurtenances and equipment related to the water treatment facility and Aqueduct Tap on said land. A metes and bounds description is attached hereto as Exhibit "B" and made a part hereof. Any reference to Government in this lease shall mean the United States of America.

THIS LEASE is granted subject to the following conditions:

1. That in lieu of monetary consideration, the lessee shall be responsible for the maintenance, protection, repair and restoration of the leased premises and facilities.

2. That as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Government and a representative of the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease, a similar inventory and condition report shall be prepared and submitted to the District Engineer, New York District, Corps of Engineers, 26 Federal Plaza, New York, NY 10278-0090 hereinafter designated as "said officer", said inventory and condition report to constitute the basis for settlement by the lessee with said officer for leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or restored to the condition required by Condition No. 19 hereof, or at the election of the Government reimbursement made therefor by the lessee at the then current market value thereof.

3. That the Secretary of the Army may revoke or terminate this lease in the event of a national emergency, in the event the lessee fails to perform any of the conditions of the lease, or in the interest of national defense. In the event of transfer or conveyance of the water treatment facility by the Government to an entity that will continue to provide treated water, this lease shall automatically terminate. In the event any of the aforesaid conditions occur, reasonable notice by the Government of such revocation or termination shall be given to the lessee.

4. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

5. That, subject to the limitations of Condition No. 19 hereof with respect to the restoration of the property, all portions of the leased property shall at all times be protected and maintained in good order and condition by and at the expense of the lessee.

6. That the lessee shall neither transfer nor assign this lease or any property on demised premises, nor sublet demised premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this lease without permission in writing from the said officer. The lessee may, however, have the Town of New Windsor operate the leased facility in its behalf. This lease may not be assigned by the Government or its right, title, or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State; however, this provision shall not apply to the Government's right of revocation, termination or disposal contained in Condition No. 3 hereof.

7. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

8. That the United States shall not be responsible and the lessee shall be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants or employees, or others who may be on said premises at their invitation or the invitation of any one of them.

9. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

10. That any property of the United States damaged or destroyed by the lessee incident to the lessee's use and occupation of the said property shall be promptly repaired or replaced by the lessee to the satisfaction of the said officer or in lieu of such repair or replacement the lessee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

11. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures.

12. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, County, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

13. That the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer. However, the lessee may install an absorption clarifier together with necessary appurtenances in accordance with the plans and specifications previously provided to the U.S. Military Academy and as approved by said Academy. The installation and maintenance shall be at the sole cost of the lessee and without cost and expense to the United States.

14. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the said officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

15. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such rules and regulations as may be prescribed by him from time to time.

16. That the lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the property, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the officer having immediate jurisdiction over the property, upon bills rendered monthly.

17. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease, the lessee shall furnish certification that the lessee is self-insured in that the lessee does not procure insurance and pays claims from funds available for such purposes or from funds appropriated by the New York State legislature for such purposes. Such certification is required in order that in the event of loss or damage to the leased premises by fire, the lessee may repair, restore or replace the property damaged or destroyed at no cost to the Government and to protect the Government in the event of death or injury to any person or persons arising from or incident to the lessee's use and occupancy of the leased property.

18. That no Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

19. That, except in the event of transfer or disposal, on or before the date of expiration of this lease or its termination, the lessee shall at its cost vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to as good order and condition as that existing upon the date of commencement of the term of this lease, less ordinary wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove the

property of the lessee and so restore the leased property, then, at the option of Secretary of the Army, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased property to be so restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

20. The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay the full amount of such commission, percentage, brokerage, or contingent fee.

21. (a) That the lessee shall not release or discharge air emission, waste, effluent, hazardous substances or contaminants from the property in such a manner that such release or discharge will unlawfully pollute or contaminate air, ground including sub-surface strata water (including ground water), or become a public nuisance. Any treatment, testing, or control or releases or discharges including monitoring or mitigation measures required as a result of lessee's operations will be solely the responsibility of the lessee. The lessee shall, within the limits of its legal powers and without cost or expense to the Government, comply with all Federal, State and local laws, ordinances or regulations, present or future, controlling the quality of the environment including, but not limited to the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4341, et seq.) (1976), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.) (1976), the Clean Air Act, as amended (42 U.S.C. 740), et seq.) (1979 Supp.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.) (1976), The Toxic Substance Control Act (16 U.S.C. 2601 et seq.), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Public Law 96-510, 94 Stat. 2767), as amended by Superfund Amendments and Reauthorization Act of 1986 (P.L. 99-199). The lessee shall obtain such permits, licenses, or other authorizing documents as may be required for its operations pursuant to such laws, ordinances or regulations. Such regulations, conditions and instructions are hereby incorporated by reference into this lease provided, however, that this paragraph shall not be construed as abridging the right of the lessee to contest the validity or enjoin the applicability of any such regulations, conditions or instructions and provided further that contamination or pollution caused by prior operations of others shall not be the responsibility of the lessee.

(b) The lessee shall be fully responsible for any claim including equitable claims arising out of the lessee's use of the property and for any court or legal expenses incurred by the Government that are related to or caused by the release or discharge by the lessee or releasees from the premises. The lessee shall be responsible for all costs, including legal expenses, incurred by or assessed against the Government.

22. That the lessee shall use the leased premises in a nondiscriminatory manner to the end that no person shall on the ground of race, color, religion, sex, age, handicap or national origin, be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

23. That the lessee does hereby agree to operate, maintain, repair, protect, and if necessary, improve the leased premises and facilities on a continuing basis so as to provide treated water to the users hereinafter set forth or described. Such operation, maintenance, repair, protection and improvement shall be accomplished at the sole cost and expense of the lessee and without any cost and expense to the Government except as provided in Condition No. 27 herein.

24. That lessee does hereby agree to provide (a) to the U.S. Army Facility called Stewart Army Subpost (STAS) not less than 450,000 gallons of treated water per day, together with (b) an additional 100,000 gallons of treated water per day to all other United States Government Facilities that may be located on STAS and Stewart International Airport, including but not limited to the New York State Air National Guard and Department of Defense Reserve Facilities plus (c) such additional water as may be required by future expansion at STAS which is presently estimated to be not in excess of 100,000 gallons of treated water per day. The lessee does hereby further agree that the first priority for the water treated at the leased facility shall be the 450,000 gallons per day for STAS and the 100,000 gallons per day for other Government facilities.

25. In addition to any other obligation that may be set forth herein, the lessee shall make any and all repairs and improvements to the water treatment facility that are necessary to meet current water quality standards and/or provide the required gallonage of treated water per day as set forth in Condition No. 24 of this instrument. Such repairs and improvements shall be at the sole cost of the lessee and without cost or expense to the United States except as provided in Condition No. 27 herein.

26. The lessee agrees that the charges or rates for the water provided to Stewart Army Subpost shall be not more than the most favorable rates charged for similar users, but in no event greater than the current costs of the U.S. Military Academy to produce treated water at the facility covered by this lease which is approximately $1.11 per thousand gallons with adjustments to reflect

of Transportation or the Town of New Windsor, New York and inflation. A separate agreement shall be entered into by and between the U.S. Military Academy, the lessee and the Town of New Windsor, New York for the provision of the treated water set forth herein to STAS which shall include the charges set forth in this Condition and the method of payment for the treated water.

27. The lessee does hereby agree to make any changes, alterations or improvements to the water treatment facility that are required to meet new or changed water quality standards imposed by Federal or State law or authorized Agencies. The cost for such changes, alterations or improvements shall be eligible for inclusion in the water rates on a fair proportionate basis based on water consumption and shall be the subject of negotiations with the U.S. Military Academy and be included in the aforementioned contract discussed in Condition No. 26 above.

28. The lessee shall at its sole cost and expense and without any cost to the United States procure, install and maintain two way water meters including valving and associated appurtenances thereto in any new water lines that it may receive permission to install. The lessee shall also install at its sole cost and expense any other meters, valving and associated appurtenances that may be required to determine the amount of treated water furnished the Government. In calculating the amount of water furnished to the Government allocation of non-metered water for line losses, plant operations, backwash, hydrant flushing, construction, ground maintenance and other unmetered uses shall be in accordance with a metering and allocation plan to be developed by the lessee at its sole cost, which plan is subject to the approval of USMA.

29. This lease shall not become effective until such time as an agreement between the United States and the Town of New Windsor, New York, is achieved which provides, among other things, the Town's consent to the terms and conditions of this lease agreement; and further, until such time as the Town of New Windsor has established and operates a Water District, to include Stewart Army Sub-Post and other Government facilities, to provide treated water to those facilities; and, further, until such time as the Town has entered into an agreement with New York City providing for the Town's drawing of water from the Government's Tap on the New York City Catskill Aqueduct; and further until such time as the lessee and Town have entered into an agreement providing for the Town's operation of the leased premises in behalf of the lessee. In the event that this lease shall not become effective within six (6) months of date of execution of same, this lease shall automatically become null and void without any further action on the part of any of the signatories hereto. The Right of Entry previously granted to NYSDOT shall thereupon terminate.

30. The lessee understands that it is not the policy of the United States of America, Department of the Army, to provide water services to others. Since the provisions of this lease may under certain circumstances increase the use of treated water from this

acility by others, the lessee does hereby agree to operate and aintain the water treatment facility and improve same, if necessary, uring the entire term of this lease unless the water treatment acility is disposed of by the United States of America. It is the resent intention to seek legislative approval to dispose of the ater treatment facility together with the land associated with same o an entity that will continue to provide treated water. The roposed disposal action would contain a reverter provision in the vent that the property is no longer operated as a water treatment acility.

31. In the event the City of New York or the Town of New indsor, New York, imposes water conservation measures, the lessee grees to impose the same conservation measures upon its users. Such onservation measures shall not be imposed upon the Government in the vent such measures adversely affect mission requirements, in the vent of mobilization or in the event of a national emergency.

32. That the lessee shall pay to the proper authority, when and s the same becomes due and payable, all taxes, assessments, and milar charges, which, at any time during the term of this lease, y be taxed, assessed or imposed upon the Government or upon the ee with respect to or upon the leased premises.

33. The lessee agrees to operate, maintain and repair all water stribution lines which do not solely service the Government's acilities located on STAS or Stewart International Airport. The overnment will operate, maintain and repair all distribution lines, terals, and appurtenances that solely serve Army facilities.

34. The U.S. Military Academy will be billed and responsible ly for the rates and or charges for water consumed at STAS and any her U.S. Military Academy facilities located at Stewart ternational Airport at the rate provided in Condition No. 26 above.

35. This lease shall be deemed executory to the extent of money ailable to the State of New York for the performance of the terms reof and no liability on account thereof shall be incurred by the ate of New York beyond monies available for the purpose thereof.

36. That all requests for approval from the United States litary Academy shall be in writing and addressed to Directorate of gineering and Housing, Building 667, United States Military ademy, West Point, New York 10996-1592.

37. That, except as otherwise specifically provided, any ference herein to "District Engineer" or "said officer" shall lude his duly appointed successors and his authorized esentatives.

38. That all notices to be given pursuant to this lease shall be addressed, if to the lessee to: Commissioner of Transportation, New York State Department of Transportation, 1220 Washington Avenue, Albany, New York 12232, if to the Government to: Department of the Army, New York District, Corps of Engineers ATTN: CENAN-RE-MM 26 Federal Plaza New York, NY 10278-0090, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed to aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

This lease is not subject to Title 10, United States Code, Section 2662.

IN ~~WITNESS~~ WHEREOF I, ~~have~~ hereunto set my hand by ~~direction~~ ~~authority~~ of the Secretary of the Army this 22nd day of ~~July~~ July, 1988.

Gordon M. Hobbs
Assistant for Real Property
OASA(I&L)

THIS LEASE is also executed by the lessee this 24 day of June, 1988.

Signed and ~~sealed~~ in the presence of:

.....

.....

.....(SEAL)
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

.....
(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

.....

.....

APPROVED: 7/1/88

.....(SEAL)
ATTORNEY GENERAL
STATE OF NEW YORK
Justice Bldg. Albany, N.Y.
(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

.....

.....

.....(SEAL)

APPROVED:

.....
COMPTROLLER
STATE OF NEW YORK

.....
(POST OFFICE ADDRESS)

CERTIFICATE OF AUTHORITY

I, [illegible], certify that I am the DIRECTOR LEGAL SERVICES of THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION the ~~corporation~~ STATE AGENCY described in and which executed the foregoing instrument with the United States of America; that the said ~~corporation~~ STATE AGENCY is organized under the laws of the State of NEW YORK; ~~that the corporate seal affixed to said instrument is the seal of said corporation~~; that STEVEN LEWIS who executed said instrument as DIRECTOR OF ADMINISTRATIVE SERVICES said ~~corporation~~ STATE AGENCY was then DIRECTOR OF ADMINISTRATIVE SERVICES of said ~~corporation~~ STATE AGENCY and has been duly authorized to execute said instrument in behalf of said ~~corporation~~ STATE AGENCY; that I know the signature of said STEVEN LEWIS; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said ~~corporation~~, this 20 day of JUNE 1988

[signature]

DIRECTOR
Legal Services

Secretary

17000 L00518

DEPARTMENT OF THE ARMY
LEASE
OF PROPERTY ON STEWART ARMY SUBPOST, NEW YORK

Supplemental Agreement No. 1
Lease No. DACA51-1-88-176

WHEREAS, on 22 July 1988, the Department of the Army, hereinafter referred to as the party of the first part leased to the State of New York, acting by and through the Department of Transportation, party of the second part, approximately 5.94 acres of land containing the water treatment facility as shown in red on Exhibit "A" therein, including Buildings 2604, 2618, 2620, the outdoor reservoir, the tap on the Catskill Aqueduct and appurtenances and equipment related to the Water treatment facility and Aqueduct Tap on said land for a term of twenty-five (25) years beginning 15 July 1988 and ending 14 July 2012; and

WHEREAS, Condition 29 provides that this lease shall not become effective until such time as an Agreement between the United States and the Town of New Windsor, New York, is achieved which provides, among other things, the Town's consent to the terms and conditions of this lease agreement; and further, until such time as the Town of New Windsor has established and operates a Water District, to include Stewart Army Subpost and other Government facilities, to provide treated water to those facilities; and, further, until such time as the Town has entered into an agreement with New York City providing for the Town's drawing of water from the Government's Tap on the New York City Catskill Aqueduct; and further until such time as the lessee and Town have entered into an agreement providing for the Town's operation of the leased premises in behalf of the lessee. In the event that this lease shall not become effective within six (6) months of date of execution of same, this lease shall automatically become null and void without any further action on the part of any of the signatures hereto. The Right of Entry previously granted to NYSDOT shall thereupon terminate.

WHEREAS, it is mutually agreed to extend the period of time in Condition 29 of the lease for an additional three (3) months commencing 22 January 1989 through 21 April 1989 and that this lease shall not become effective until the following is accomplished;

1. An Agreement between the United States and the Town of New Windsor, New York is achieved.

2. The Town of New Windsor's consent to the terms and conditions of this lease agreement.

3. The Town of New Windsor establishing and operating a Water District, which includes Stewart Army Subpost and other Government facilities to provide treated water to those facilities.

4. The Town of New Windsor entering into an agreement with New York City providing for the Town's drawing of water from the Government's Tap on the New York city Catskill Aqueduct.

5. The State of New York, Department of Transportation entering into an agreement providing for the Town of New Windsor's operation of the leased premises in behalf of the lessee.

The period to accomplish the above is extended for an additional three (3) months commencing 22 January 1989 through 21 April 1989.

NOW THEREFORE, Lease No. DACA51-1-88-176 is hereby amended in the following respects of and these respects only:

1. That effective 22 January 1989, Condition 29 of the lease is hereby amended to change the time period from "six (6) months of date of execution of same" to "nine (9) months of date of execution of same".

2. That this lease shall automatically became null of void without any further action on the part of any of the signatures hereto effective 21 April 1989 and the Right of Entry previously granted to NYSDOT shall thereupon terminate in the event all the agreements are not entered into as stipulated in Condition 29 of the lease.

3. All other terms and conditions of Lease No. DACA51-1-88-176 shall remain unchanged and in full force and effect.

This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 25th day of April 1989.

ROGER P. BLAKE
Chief, Real Estate Division
New York District, Corps of Engineers

THIS LEASE is also executed by the lessee this 25th day of APRIL 1989.

Signed and sealed in the presence of:

Russell B. Vedder (SEAL)
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

APPROVED:
APPROVED AS TO FORM
NEW YORK STATE
ATTORNEY GENERAL (SEAL)
ATTORNEY GENERAL
STATE OF NEW YORK
MAY 3 1 1989
STEPHEN J. HENSEL
Associate Attorney

(POST OFFICE ADDRESS)

Signed and sealed in the presence of:

(SEAL)

APPROVED: APR 10 1989

COMPTROLLER
STATE OF NEW YORK

(POST OFFICE ADDRESS)

CERTIFICATE OF AUTHORITY

~~Russell Pusatere~~

I, Russ E. Pusatere,

certify that I am the Attorney of

NYS Department of Transportation ~~the corporation~~ State Agency

described in and which executed the foregoing instrument with the United States of America; that the said ~~corporation~~ State Agency is organized under the laws of the State of New York; that the ~~corporate~~ State seal affixed to said instrument is the seal of said ~~corporation~~ State Agency; that

Russell B. Vachon who

executed said instrument as Director, Aviation Division of said ~~corporation~~ State Agency was then Director, Aviation Division of said ~~corporation~~ State Agency and has been duly authorized to execute said instrument in behalf of said ~~corporation~~ State Agency; that I know the signature of said

Russell B. Vachon; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the ~~corporate~~ State seal of said ~~corporation~~ State Agency, this 17 day of February 1989

[signature]

_____ Secretary

HAGNY FORM 1 APR. '81 828 (EM-405-1-300)

Supplemental Lease Agreement DACA51-1-88-177 to Town of New Windsor (STAS water system)

DACA 51-1-88-177

"K"

AGREEMENT PERTAINING TO
WATER TREATMENT FACILITIES, ETC. AT
STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

This Agreement entered into this 22ND day of JULY, 1988 by and between the Secretary of Army and the Town of New Windsor, New York pertaining to the U.S. Government owned Water Supply Tap, Water Treatment Facility and Water Distribution System located at Stewart Army Subpost, New Windsor, New York, 12550.

WITNESSETH, THAT:

WHEREAS, a lease is about to be entered into by and between the Secretary of Army and State of New York acting by and thru its Department of Transportation which will provide for the leasing of the government owned Water Treatment Facility, including the tap and water distribution system, in order for the Department of Transportation to meet its requirements for flight line fire protection and other facilities located on Stewart International Airport; and

WHEREAS, the policy of the Secretary of Army is to provide utility services only for Department of Army and other U.S. Government uses; and

WHEREAS, it is the intent of the Town of New Windsor to establish a Water District that will provide treated water to that portion of Stewart International Airport located in said Town and also the United States Army installation known as

Stewart Army Subpost and other serviced facilities also located in the Town of New Windsor; and

WHEREAS, the aforementioned lease, when executed and effective, authorizes the operation of the leased premises and facilities by the Town of New Windsor in behalf of the Department of Transportation; and

WHEREAS, it is the present intention to seek Congressional approval for the disposal of the premises and facilities covered by said lease to an entity that will operate the facility for the purposes of Water Treatment with a provision that the property will automatically revert to United States in the event it is no longer operated as a water treatment facility; and

WHEREAS, the Town of New Windsor intends to enter into an agreement with the State of New York which shall provide for the operation and maintenance of the facilities;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon execution of the lease for the Government owned tap, Water Treatment Facility and water distribution system and associated land between the Secretary of Army and the State of New York (Department of Transportation), the Town of New Windsor will operate the leased premises on behalf of the State of New York, pursuant to a separate agreement, and the

Town of New Windsor does hereby agree to be bound by and comply with all the terms and conditions of said lease insofar as they are applicable to the Town of New Windsor's operation and maintenance of the facilities. The agreement to be entered into by the Town of New Windsor with the State of New York (Department of Transportation) shall be consistent with the terms, provisions and conditions of the aforementioned lease.

2. The Town of New Windsor does hereby agree to establish and operate a water district subject to appropriate municipal and other regulatory agency approvals that shall consist of Stewart Army Subpost and that portion of Stewart International Airport that is located within the Town of New Windsor, New York. As a condition of this Agreement the Government agrees to comply with reasonable requests to facilitating the Town's Agreement with the City of New York to draw water from the Aqueduct.

3. The Town of New Windsor does hereby agree to initiate discussions with the City of New York and use reasonable efforts in an attempt to reach an Agreement with the City and execute same for the Town drawing water from the Government owned tap on the New York City Catskill Aqueduct.

4. The Town of New Windsor does hereby agree that in the event said government owned facilities are ultimately conveyed to the Town of New Windsor, or its successor in interest, and

said facilities or any part thereof remain in use for water supply, water treatment and/or water distribution, then and in that event the Town of New Windsor agrees that the U.S. Army Facility (STAS) being within the Town Water District Number 9 will be provided with treated water and the rates charged to the Department of Army shall be exactly the same as those provided for in the aforementioned lease between the Secretary of Army and the State of New York (DOT), i.e. the most favorable rates granted to similar users but in no event greater than current USMA costs to produce treated water which is approximately $1.11 per thousand gallons, subject to cost adjustment for changes in the Catskill Aqueduct wholesale water charges by the City of New York and inflation.

5. In the event the facilities are no longer operated or used for the treatment of water then and in that event the Town of New Windsor agrees that the U.S. Army Facility (STAS), being within the Town Water District Number 9, will be provided treated water, if required by the Government, from other Town sources and the charges therefore will be the most favorable rates granted to similar service users. This provision shall not apply in the event the Town is operating the facilities under the aforementioned lease and in the event the lease is terminated by the United States due to a national emergency or in the interest of national defense.

6. The Town of New Windsor does hereby agree that the known water requirements to be satisfied for Stewart Army Subpost are 550,000 gallons per day and the known water requirements to be satisfied for other U.S. Government facilities on Stewart International Airport are 100,000 gallons per day.

IN WITNESS WHEREOF, I have hereunto set my hand by direction of the Assistant Secretary of the Army (I&L) on the 22nd day of July, 1988

Gordon M. Hobbs
Assistant for Real Property
OASA(I&L)

This Agreement is executed by the Town of New Windsor on the 28th of June, 1988.

Town of New Windsor

BY: George A. Green
SUPERVISOR

6S8GXAGR.SWF
06/27/88

CERTIFICATE OF AUTHORITY

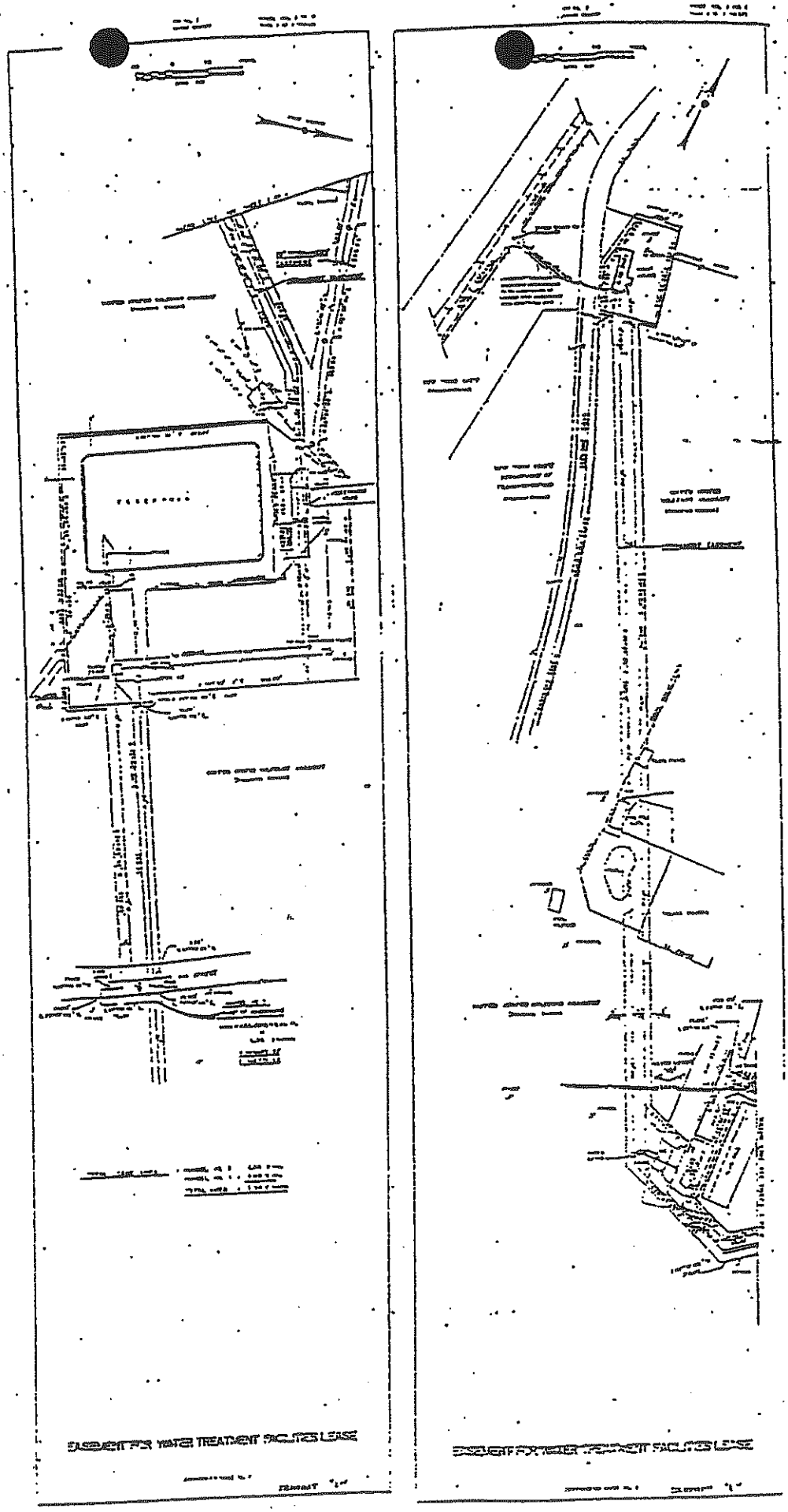
I, J, TAD SEAMAN, do hereby certify that I am the Attorney for the Town of New Windsor, New York, that the Town of New Windsor, New York, is a legally constituted public body with full authority and legal capability to perform the terms of the agreement between the United States of America and the Town of New Windsor,New York, in connection with the Stewart Army Subpost Water Treatment Facilities, and that GEORGE A. GREEN, is the duly elected Supervisor of the Town of New Windsor,New York, and has executed the Contract on behalf of the Town of New Windsor, New York has acted within his statutory authority and pursuant to a Resolution duly passed by the New Windsor Town Board.

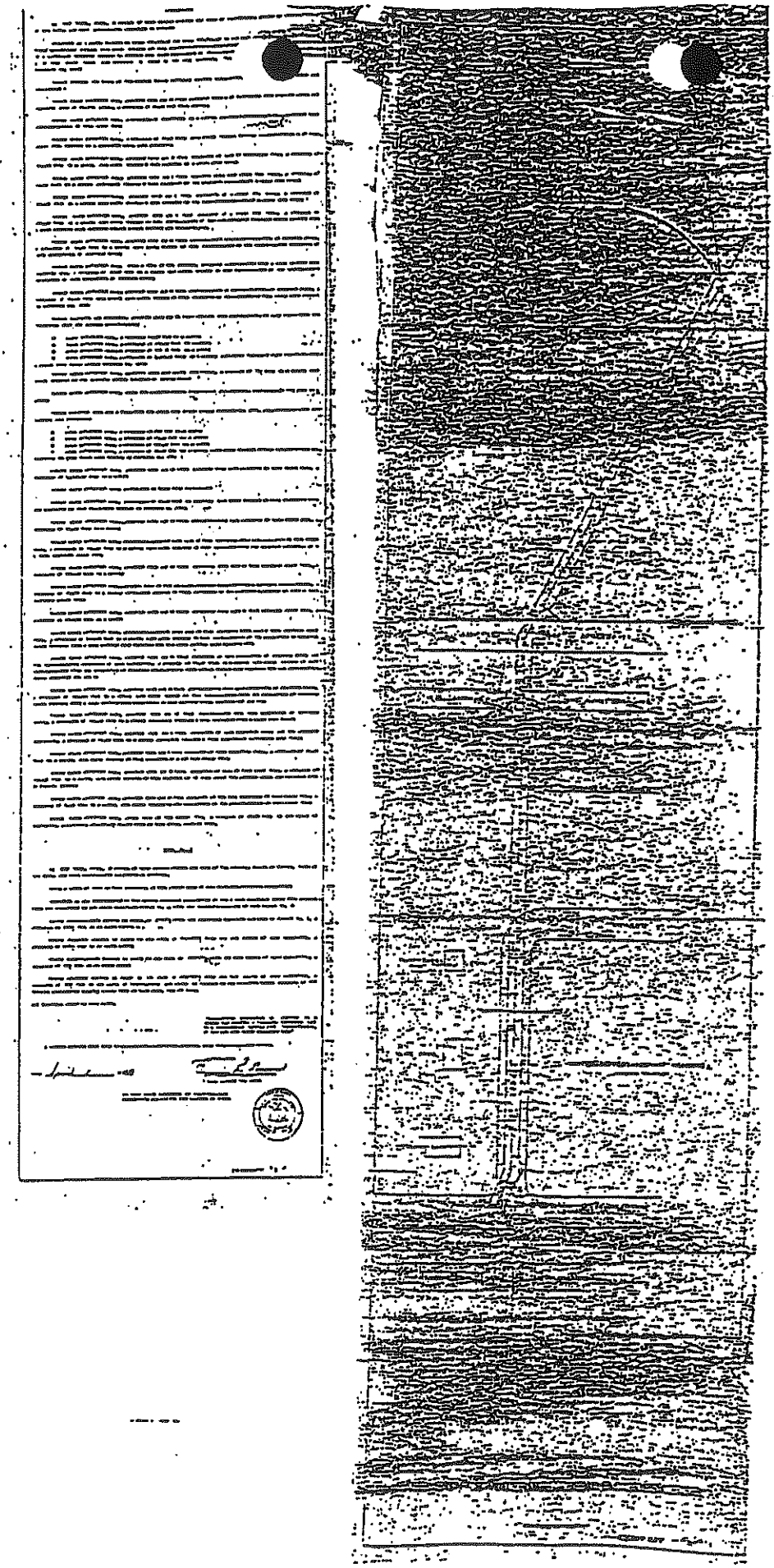
In Witness Whereof, I have made and executed this Certificate this 28th day of June 1988.

J. Tad Seaman

J. Tad Seaman,Attorney for the Town of New Windsor, New York

Lease Number DACA51-1-88-176 Boundary Map and Technical Description (STAS water system)





Draft Easement Number DACA51-2-99-XXX to Central Hudson Gas and Electric Corporation (CHGE)

No. DACA51-2-99-XXX

"L"

DEPARTMENT OF THE ARMY
DRAFT
EASEMENT FOR ELECTRIC UTILITY AND DISTRIBUTION SYSTEM

STEWART ARMY SUBPOST
TOWN OF NEW WINDSOR, NEW YORK

THE SECRETARY OF THE ARMY, hereinafter referred to as the "Secretary," under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Sections 2668 and 2669, having found that the granting of this Easement is not incompatible with the proposed of excess of the Stewart Army Subpost and further being in the public interest, hereby grants to the Central Hudson Gas and Electric Corporation, hereinafter referred to as the "Grantee," a perpetual, non-exclusive easement for the existing electric utility and distribution system at the Stewart Army Subpost, including all right, title and interest in and to all appurtenances located thereon, hereinafter referred to as the "facilities," over, across, in and upon lands of the United States under the control of the Department of Defense, hereinafter referred to as the "premises," as identified in Exhibits "A" and "B," which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This Easement is hereby granted for an indefinite term, beginning X XXXXXXX, 1999, but may be revoked by the Secretary of Defense or his/her duly authorized representative or representatives thereof for just cause under the terms and conditions contained herein.

2. CONSIDERATION

a. As consideration for the privileges granted herein, the Grantee shall pay the United States the amount of one dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged. Further, the Grantee shall operate and maintain the facilities and premises herein conveyed for the benefit of the United States and the general public in accordance with the terms and conditions herein set forth.

b. For its part and in consideration of this Easement, the Grantee shall provide engineering services, construction management, and construction, including labor and materials, for energy conservation and/or utility system projects at the United States Military Academy or Stewart Army Subpost, in the amount of one hundred eight thousand dollars ($108,000). The scope and schedule of such project or projects shall be by mutual agreement between the affected parties. In addition, the Grantee shall provide the Department of the Army with a kilowatt hour (kwh) energy credit, by an electric sales agreement, in the amount of seventy two thousand dollars ($72,000). Said credit shall be applied to the monthly electric energy bill for the Stewart Army Subpost, as of December 31, 1996, and shall continue until such funds are exhausted for the benefit of the Stewart Army Subpost.

3. NOTICES

All notices to be given pursuant to this Easement shall be addressed, if to the Grantee, to the Central Hudson Gas and Electric Company, 284 South Avenue, Poughkeepsie, New York 12601, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), New York District Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090, or as may from time to time otherwise be directed by the parties hereto. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to the "Secretary," "Department of Defense," "Installation Commander or Commanders," said "officer or officers," and "District Engineer," shall include their duly authorized representatives. Any reference to the "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, installation, operation, maintenance, repair or replacement of the facilities or other applicable or related facilities of the Grantee, shall be performed at no cost or expense to the United States, and shall be subject to the approval of the Installation Commander or Commanders, as applicable, having immediate jurisdiction over the premises, hereinafter referred to as the said officer or officers. Upon completion of the any of the above-cited activities, the Grantee shall immediately restore the premises to the satisfaction of the said officer or officers. The use and occupancy of the premises

by the Grantee for the purposes herein stated shall be subject to such rules and regulations as the said officer or officers shall prescribe in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and Municipal laws, ordinances, and regulations wherein the premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyl's (PCB's).

7. CONDITION OF THE PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect its facilities, equipment, associated appurtenances, and the premises at reasonable intervals and promptly repair any defects found by such inspection, or when required by the said officer or officers to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under the terms and conditions granted in this Easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the said officer or officers, or at the election of the said officer or officers, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to the same.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with

government purposes, to make inspections, to remove vegetation or other material, except property of the Grantee, and to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

11. TRANSFER AND ASSIGNMENTS

Without prior written approval by the said officer or officers, the Grantee shall neither transfer nor assign this Easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this Easement. The provisions and conditions of this Easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to person or persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person or persons of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors on those portions of the said premises under the control of the United States, as applicable.

13. SUBJECT TO EASEMENTS

This Easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and other utilities located, or to be located on the premises, provided that the proposed grant of any new easement or route, will be coordinated with the Grantee and the said officer or officers, and easements will not be granted which will, in the opinion of the said officer or officers, interfere with the use of the said premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through its facilities such service or services as may be required for governmental purposes, as applicable, provided that the payment for such service or services will be made by the United States at rates which shall be mutually agreeable but which shall not exceed the most

favorable rates granted by the Grantee for similar service or services.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises, as applicable, occupied by the facilities of the Grantee or those in accordance with the condition SUBJECT TO EASEMENTS above, shall be needed by the United States, or in the event the existence of the said facilities is determined to be detrimental to governmental activities, the Grantee shall, from time to time, upon notice to do so, and as often as necessary, remove the said facilities to such other location on the premises as may be designated by the said officer or officers. In the event said facilities shall not be removed or relocated within a reasonable amount of time after such notice, the United States may cause the removal or relocation of such at the sole expense of the Grantee.

16. TERMINATION

This Easement may be terminated by an authorized representative or representatives of the Secretary of the Defense, as applicable, upon one hundred twenty (120) days written notice to the Grantee if the United States shall determine that the privileges herein granted interferes with the use or disposal of said land by the United States, or it may be revoked by the same for failure of the Grantee to comply with any or all the conditions of this Easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL CONSERVATION

The Grantee shall take appropriate measures to prevent or control soil erosion on the premises. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by the said officer or officers.

18. SUBJECT TO MINERAL INTERESTS

This Easement is subject to all outstanding mineral interests. As to federally owned mineral interests on the premises, as applicable, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary of Defense or duly authorized representative or representatives thereof, will provide easement stipulations to the BLM for inclusion in said mineral leases that are designed to protect the premises from

activities that would interfere with the Grantee's operations or would be contrary to local law.

19. NATURAL RESOURCES

The Grantee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, as applicable, except as authorized in writing by the said officer or officers.

20. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, Interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous material or materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, State, Interstate or local governmental agency are hereby made a condition of this Easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams, lakes, wetlands, or other bodies of water, or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, State, and local laws and regulations. The Grantee must obtain approval in writing from the said officer or officers before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources within the premises, as applicable, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

21. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "C." There is no known or

documented evidence to suggest that the premises subject to Easement contain hazardous substances which might endanger human health or safety. All Polychlorinated Biphenyl's (PCB's) contaminated transformers in existence on the Stewart Army Subpost, prior to the grant of this Easement, were removed and disposed of in accordance with Federal, State, and local environmental laws and regulations.

22. RECORD OF ENVIRONMENTAL CONSIDERATION

A Record of Environmental Consideration (REC), required by Army Regulation 200-2 (Environmental Effects of Army Actions), is attached hereto and made a part hereof as Exhibit "D." The subject Easement has been determined to have no significant effect on the human environment pursuant to Categorical Exclusion A-18, contained in Appendix A of Army Regulation 200-2.

23. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity on the premises. In the event such an item or items are discovered on the premises, the Grantee shall immediately notify the said officer or officers and protect the site and any material or materials from further disturbance until the said officer or officers give clearance to proceed.

24. NON-DISCRIMINATION

The Grantee shall not discriminate against person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

25. RESTORATION

In the event this Easement is revoked, canceled, or terminated by the parties hereto or their duly authorized representative or representatives, the Grantee shall, without expense to the United States and within such time as the said officer or officers may indicate, remove its facilities and associated personal property from the premises and restore the site or sites to a condition satisfactory to the said officer or officers. In the event the Grantee shall fail to remove its facilities or associated personal property and restore the premises, the United States shall have the option to take over said facilities or personal property without compensation, or to remove the same and perform appropriate restoration activities at the expense of the Grantee, and the Grantee shall have no claim

for damages against the United States or its officers or agents for such action..

26. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this Easement does not eliminate the necessity of obtaining any other Department of the Defense permit which may be required or any other permit or license which may be required by Federal, State, or local statute in connection with the use of the premises for the purposes stated herein.

27. PROHIBITED USES

a. The Grantee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which constitutes a nuisance. The Grantee shall not sell, store, or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquor on the premises.

b. The Grantee shall not construct or place any structure, improvement, or advertising sign or allow or permit such construction or placement without prior written approval of the said officer or officers.

28. COVENANT AGAINST CONTINGENT FEES

The parties hereto warrant that no person or selling agency has been employed or retained to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the United States shall have the right to annul this Easement without liability.

29. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Easement or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Easement is for the general benefit of such corporation or company.

30. MODIFICATIONS

This Easement contains the entire agreement between the parties hereto and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same is set forth in writing, signed by the parties to be bound or by a duly authorized representative, and this provision shall apply to this condition as well as all other conditions of this Easement.

31. NON-TRANSFERRABLE RIGHTS

Conditions 5, 8, 9, 10, 12, 14, 15, and 25 are non-transferable rights of the Grantor. In the event of disposal of the United States' underlying fee, these rights and conditions will not transfer with the land.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2622, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 1998.

_____

ROBERT W. HYATT
Chief, Real Estate Division

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 1999.

_____

CARL E. MEYER
Central Hudson Gas and
Electric Corporation
Senior Vice-President,
Customer Services

"M"

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION
PERMIT FOR USE OF STATE-OWNED PROPERTY

(Original PIN 8915.01.201) DACA51-9-88-180
P.I.N. A100.00.701 Rental Account No. 8-1582

Property Location West Side of Jackson Avenue, Town of New Windsor

Project Stewart Airport Expansion Project (Stewart Army Sub-post)
~~Portion of Claim Map 1051~~
Map No.(s) 1000 Parcel No(s) (Tract BE-16) County Orange

Town New Windsor City/Village

THIS PERMIT, made this 1st day of June, 19 94, between

Department of the Army
New York District, Corps of Engineers
Jacob K. Javits Federal Building
New York, New York 10278-0090

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

WITNESSETH:

WHEREAS the State is the owner of the above identified property; and

WHEREAS the Permittee wishes to use and occupy said property;

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The property covered by this permit shall be used only for the purpose of ingress and egress to pumping station, with parking for maintenance and repair of said station and for no other purpose whatsoever.

2. Fee be charged: $1.00 (Payment Waived).

Permittee is responsible that this occupancy is in compliance with any and all applicable Federal laws, ordinances, codes, rules and regulations affecting the use of the property for the purpose recited above. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct, or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval. Permittee shall be responsible to the State for compliance with these provisions.

The State shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Permittee's use of the premises under the terms of this agreement and are not due to the negligence of the State, and the Permittee shall hold the State harmless to the extent permitted by law from any and all such claims.

The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee, and personal property stored or being used on the premises.

The parties acknowledge that this instrument is not a lease but a merely a permit to occupy and use and therefore a landlord-tenant relationship is not hereby created, and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.

Permittee affirms that the rights allowed under this permit will not be sublet nor the Permit assigned or transferred to any other Parties in part or in whole without the prior written consent of the State.

This permit may be terminated by the mutual agreement of both parties.

accepts all of the above terms and conditions.

Signed _____
JOHN J. HALEY
Chief, Real Estate Division

As Authorized by: Department of the Army
New York District, Corps of Engineers

STATE OF NEW YORK)
)SS.:
COUNTY OF NEW YORK)

On the 1st day of June, 19 88, before me came

JOHN J. HALEY

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

To me known, who, being by me duly sworn, did depose and say that he resides at 23 Country Club Lane in Scotch Plains, NJ 07076;

that he is the Chief, Real Estate Division of Corps of Engineer - NY District, the organization described in and which executed the foregoing instrument; and that he signed his name thereto by like order.

LEONARD R. LICHTBLAU
Notary Public, State of New York
No. 47[illegible]
Qualified in Bronx County
Commission Expires [illegible]

_____
(Notary Public)

RECOMMENDED: _____ 6/19/88
Regional Real-Estate Officer Date

APPROVED: Commissioner of Transportation
for the People of The State of New York

_____

STATE OF NEW YORK)
) SS.:
COUNTY OF Albany)

FRANK M. ROSSI
Notary Public, State of New York
Residing in Albany County
My Commission Expires ~~March 30, 1984~~ 9-30-88

On the 23rd day of June, 19 88, before me came

Tract BE-16

All that tract of land situate in the Town of Newburgh, Orang
nty, State of New York as shown on a Real Estate map of Stewart
ld, Newburgh, New York Military Reservation; and more particularl
cribed as follows:

Beginning at a point in the intersection of the westerly lin
Jackson Avenue with the southerly boundary line of tract BE-12 sai
ict being a perpetual easement acquired by the United States Ai
ce for access to Pump Station No. 4056 on June 30, 1971.

Thence, along said westerly line of Jackson Ave. by land of Ne
State Department of Transportation S 15° 04' 12" E a distanc
50.00 feet to a point.

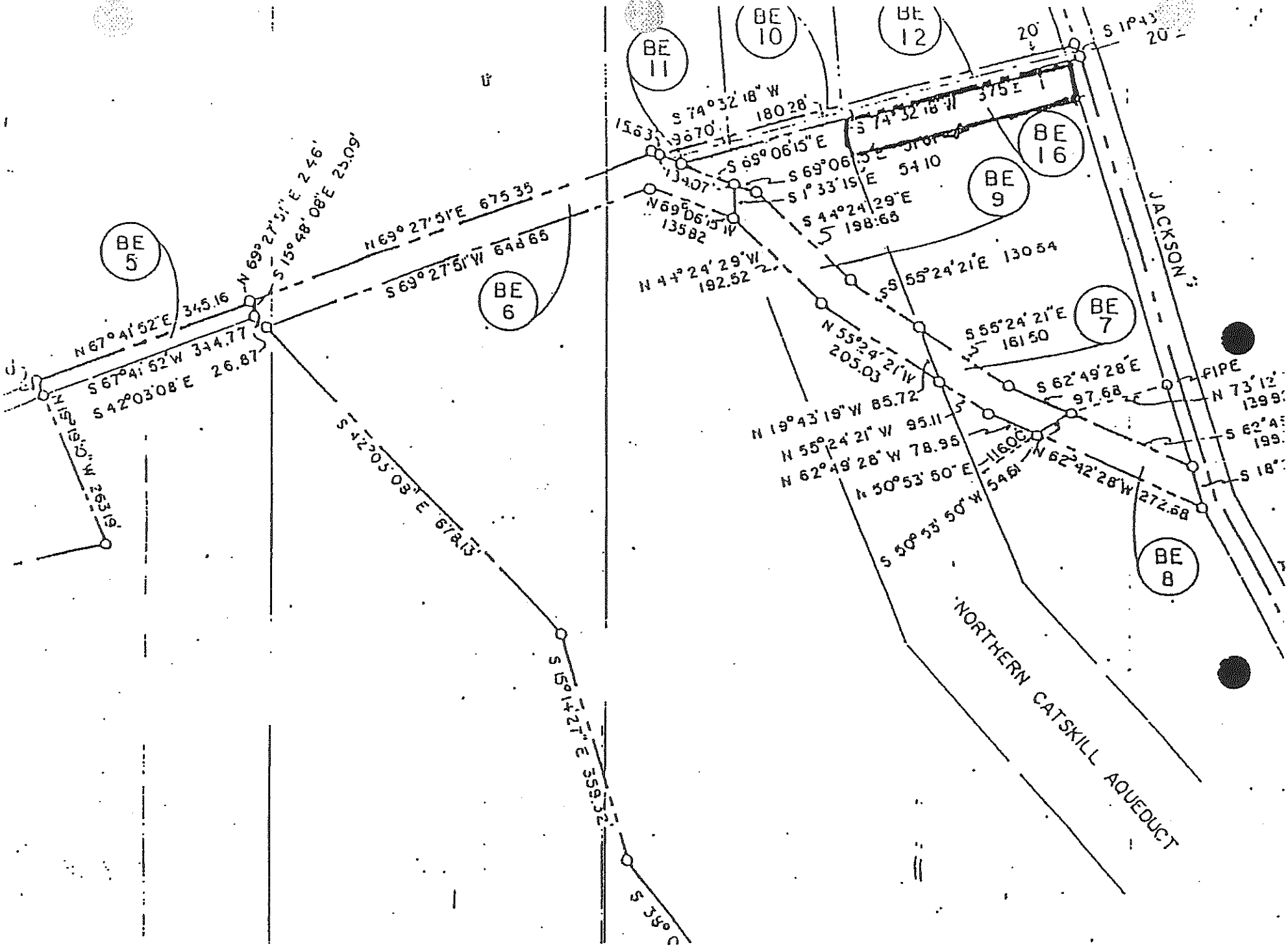
Thence, thru lands of New York State Department of Transportatic
74° 32' 18" W a distance or341.28 feet to a point in the easterl
undary line of the Catkill Aqueduct.

Thence along said easterly boundary line N 19° 43' 19" W a distanc
47.21 feet to a point still on the easterly boundary line of th
ueduct.

Thence along said easterly bounday line N 01° 33' 19" W a distanc
3.00 feet to a point in the souterly boundary of tract BE-12

Thence along said southerly boundary N 74° 32' 18" E a distanc
344.41 feet to the westerly side line of Jackson Ave. this bein
e point of beginning.

CONTAINING 0.39 acres of land more or less.



BE 5
BE 6
BE 7
BE 8
BE 9
BE 10
BE 11
BE 12
BE 16
JACKSON
NORTHERN CATSKILL AQUEDUCT
N 67° 41' 52" E 345.16
S 67° 41' 52" W 344.77
S 42° 03' 08" E 26.87
N 69° 27' 51" E 675.35
S 69° 27' 51" W 648.65
S 42° 03' 08" E 678.13
S 15° 14' 27" E 359.32
S 74° 32' 18" W 180.28
S 69° 06' 15" E
S 1° 33' 15" E 54.10
S 44° 24' 29" E 198.65
N 69° 06' 15" W 135.82
N 44° 24' 29" W 192.52
S 55° 24' 21" E 130.54
S 55° 24' 21" E 161.50
N 55° 24' 21" W 205.03
N 19° 43' 19" W 85.72
N 55° 24' 21" W 95.11
N 62° 49' 28" W 78.95
N 50° 53' 50" E
S 50° 53' 50" W 54.61
N 62° 42' 28" W 272.68
S 62° 49' 28" E 97.68
PIPE
20'

Water Contract Number W-1097-eng-2917 to United States (Catskill Aqueduct and Tap, City of NY)

CITY OF NEW YO
DEPARTMENT OF WATER SUPPLY, [illegible] & ELECTRICITY

Contract No. W-1097-eng-2917
May 22, 1942

To the City of New York,
Department of Water Supply, Gas & Electricity

"N"

Contract W-1097-eng-2917

The United States of America, hereinafter called the "Government", represented by the Contracting Officer executing this application, hereby makes application to the City of New York, hereinafter called the "City", to furnish water to the Government for Stewart Field, Newburgh, New York, hereinafter called the "Project", from the Catskill Aqueduct under the following terms and conditions:

ARTICLE 1. - CONNECTIONS. The point of connection to said aqueduct and the work of installing the connection, the layout of piping, meter and appurtenances shall be in accordance with the detailed plan hereto annexed and made a part hereof. Such plan may be modified by the City if deemed necessary by the Department of Water Supply, Gas and Electricity, hereinafter called the "Department", properly to safeguard the structures and lands forming part of the water supply system of the City. The work of making such connection and installing such equipment shall be done under the supervision of, and to the satisfaction of the Department. All costs of making and maintaining the connection, pipes, meter and appurtenances shall be borne by the Government.

ARTICLE 2. - WATER TO BE FURNISHED. The City shall furnish to the Government water which shall be potable, safe and suitable for human consumption. The water flowing through the aqueduct at the point of connection is not treated for the removal of turbidity, but is treated with chlorine at the Ashokan headworks. The City will not assume responsibility for the continuous or complete application of this chemical treatment in the event that cessation of such

treatment is deemed necessary for any reason.

ARTICLE 3. USE OF SERVICE. The Government agrees that the water service to be supplied hereunder shall be used only in connection with activities within the boundaries of the Project as presently located. The extension of the facility to draw water from the aqueduct to any enlargement of the Project shall not be made without the prior written consent of the Department.

ARTICLE 4. TERM OF CONTRACT. This contract shall take effect as of the date of acceptance hereof by the City and continue until further notice. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the City not less than ninety (90) days in advance of the effective date of termination.

ARTICLE 5. SCHEDULE OF RATES. The Government agrees to pay for the water supplied by the City at the present rates for metered service approved by the Board of Estimate of the City, namely, fifteen (15) cents per hundred (100) cubic feet, or at any changed rate approved by said Board. This is understood to be the lowest rate allowed by the City to consumers of this classification.

ARTICLE 6. METERING. The Government at its own expense shall install and maintain the necessary meter for determining the amount of water furnished to it by the City. Said meter shall be approved by the Department and shall be installed in accordance with its rules and regulations within a suitably constructed meter chamber or within the pumping station so that at all times it shall be accessible to representatives of the City. The meter shall be sealed, and the seal broken only in the presence of representatives

of both the Government and the City and all tests of meter equipment shall be conducted only when representatives of both the Government and the City are present. The meter may be tested at any reasonable time upon request of either the Government or the City and in all events shall be tested at least once each year. Meter equipment shall be tested by means of suitable testing equipment which will be provided by the City.

If the meter shall fail to register correctly or shall cease to record the flow of water, the Government will at its expense, at the request of the Department, remove said meter, have it repaired and reinstalled. When the meter shall fail to register correctly or shall cease to record the flow of water, or is removed for any purpose the amount of water furnished shall be determined by the average daily registration of water indicated by said meter for the period of one month subsequent to its repair, or resetting after it has been properly repaired and reconnected and this figure used as a basis of payment for the period while the meter failed to register correctly, or ceased to record the flow of water or was removed for any purpose.

ARTICLE 7. READING OF METER AND BILLING. The meter shall be read monthly by representatives of the Government and the Department and bills for the water furnished shall be rendered immediately thereafter. All bills for water delivered shall be paid without penalty or interest within fifteen (15) days from the date the bill is rendered, but this provision shall not operate to preclude the Government from the benefits of any discounts that might be available through more prompt payment.

ARTICLE 8. CHANGE IN DEMAND. Reasonable notice will be given by each party to the other as to any material changes proposed in the rate of draft in the Project or in the Project.

ARTICLE 9. CONTINUITY OF SERVICE. The City shall undertake to deliver water continuously to the Government as far as reasonable diligence will permit. The City reserves the right temporarily to discontinue or reduce the delivery of water at any time for the purpose of maintenance, repairs, replacements or installation of equipment. The City shall give reasonable notice to the Commanding Officer of the Project before such temporary discontinuance or reduction. The City, its officers, agents or employees shall not be liable for damages when, for any reason whatsoever, suspensions or reductions in delivery of water occur.

ARTICLE 10. REPAIRS TO APPURTENANCES. If the connection or other construction installed by the Government on the property of the City shows any defect or fails properly to perform its function, the necessary repairs or replacements shall be promptly made by the Government at its expense upon written notice from the Department. If the defect is of such a nature that the interests of the City will be jeopardized by the delay incident to the issuance of such notice, the City may make such repairs and charge the cost thereof to the Government; provided that an opportunity be given to the Government to have a representative present at the time such repairs are made by the City.

ARTICLE 11. SANITARY REGULATIONS. The work of installing the connection and its maintenance shall be in strict compliance with the sanitary regulations of the Department for the prevention of contamination of the water supply of the City.

ARTICLE 12. COVENANT AGAINST CONTINGENT FEE. The City warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee.

Breach of this warranty shall give the Government the right to terminate the contract, or in its discretion to deduct from payments due the City the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the City upon contracts or sales secured or made through bona fide established commercial and selling agencies maintained by the City for the purpose of securing business.

ARTICLE 13. COVENANT AGAINST CONTINGENT FEE. The Government warrants that it has not employed any person to solicit or secure this contract, upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City the right to terminate the contract, or in its discretion to deduct from its obligations to the Government hereunder the equivalent of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Government upon contracts or sales secured or made through bona fide established commercial and selling agencies maintained by the Government for the purpose of securing business.

ARTICLE 14. REMOVAL OF EQUIPMENT. The Government shall remove at its expense its pipes and other equipment from the City's property upon the termination of this agreement and restore the property to its original condition. All openings made in the aqueduct shall be plugged in a manner satisfactory to the Department.

ARTICLE 15. - RIGHTS FOR CONSTRUCTION OF SERVICE MAIN. The City agrees to grant to the Government permission to construct and maintain over City property the necessary

service feeders and equipment as shown on said plan annexed hereto or any amendments thereof.

ARTICLE 16. NO MEMBER OF CONGRESS TO BENEFIT. No member of or delegate of Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 17. DISPUTES. All disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer subject to a written appeal by the City within thirty (30) days to the Secretary of War, whose decision shall be final and conclusive upon the parties hereto.

ARTICLE 18. INDEMNITY. The City, its officers, agents and employees shall be indemnified and saved harmless by the Contractor of the Government from all claims, suits and actions of every nature and description brought against it, and all costs and damages to which it may be put on account of or by reason of any injury or damages to persons or property resulting from the making of the connection and equipment or from neglect or carelessness in the performance of said work or guarding same during said construction.

ARTICLE 19. INSPECTION BY CITY. The City, or its representatives, shall at all times have the right of access to and egress from all connections and equipment installed on City property.

ARTICLE 20. LABORERS. The City warrants that in the performance of its obligations hereunder it shall not employ any person undergoing sentence of imprisonment at hard labor.

ARTICLE 21. DISCRIMINATION AGAINST WORKERS. The City in performing the work required by this Agreement shall

not discriminate against any workers because of their race, creed, color or national origin.

ARTICLE 22. OWNERSHIP OF PROJECT. The premises to be served under this Agreement are Government owned.

ARTICLE 23. FUNDS FOR PAYMENTS. This agreement is for general utilization by all arms services and branches; all calls on the City or orders for the delivery of supplies hereunder issued by the contracting service or by service other than the contracting service will contain a certificate of availability of funds quoting the procurement authority to be used in making payments.

ARTICLE 24. WATER SUPPLY SHUT OFF. Where charges for water delivered are not paid within thirty (30) days after the bill for monthly charges is rendered the City may shut off the supply of water to the Project.

ARTICLE 25. ACCEPTANCE. The acceptance of this application by the City will constitute an agreement between the City and the Government.

THE UNITED STATES OF AMERICA

By _____
Contracting Officer

Accepted:

CITY OF NEW YORK

A. B. JONES
Colonel, Corps of Engineers
District Engineer

By _____
Commissioner of Water Supply,
Gas and Electricity.

Dated: New York City, June 30, 1942.

Approved as to form:

_____
Corporation Counsel of the
City of New York.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

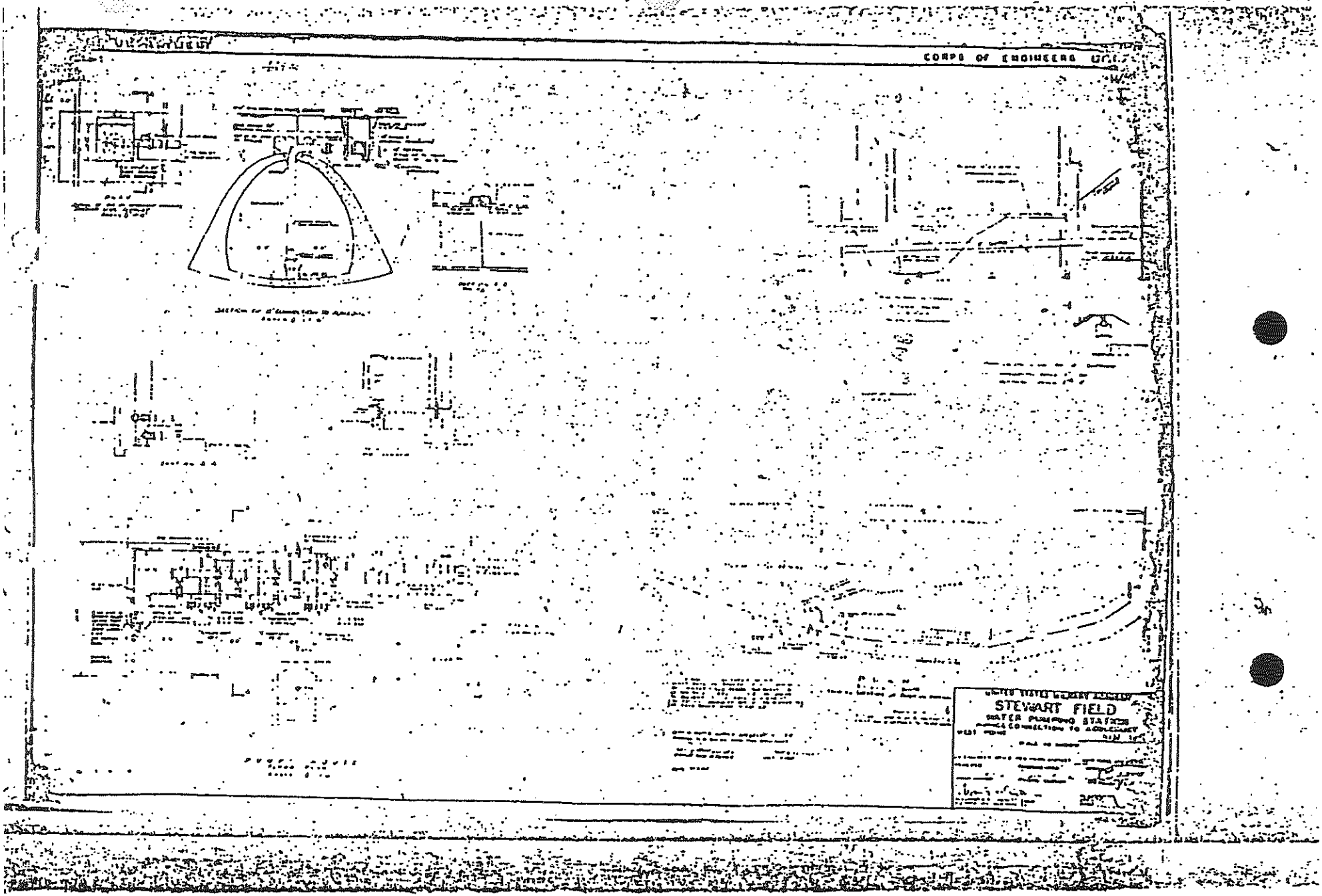
On the 22nd day of June, 1942, before me personally came A. P. JONES, to me known, who, being by me duly sworn, did depose and say that he resides at 81 Brock Street, Garden City, Long Island, New York; that he is an authorized agent of the United States of America, which executed the foregoing instrument, and that he signed his name thereto by virtue of the authority conferred on him by executive order No. 9001 of December 27, 1941, issued by the President of the United States pursuant to the provisions of Title II of the First War Powers Act, 1941, approved December 18, 1941 (Public Law 354 - 77th Congress).

Irving Bresalier

IRVING BRESALIER
ATTORNEY AND COUNSELLOR AT LAW
[illegible]
Brooklyn, N. Y., Kings County
[illegible]
Cert. [illegible] No. 18
[illegible] 1944

Procurement [illegible] - [illegible] 34[illegible] - [illegible] 215 - 10[illegible] [illegible]05-23.

Payments will be made by the Finance Officer, [illegible] S. Army, 52th St. and 1st Ave., Brooklyn, N. Y.


CORPS OF ENGINEERS
STEWART FIELD

Easement Number AF 30 (603)-128, as amended, to CHGE (gas regulator station Underhill Road, STAS)

"O"

DEPARTMENT OF THE AIR FORCE
GAS REGULATION SECTION
EASEMENT
STEWART AIR FORCE BASE, NEW YORK

CONTRACT NO. AF 30(601)-123

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Section 7 of the Act of Congress approved July 24, 1946 (60 Stat. 611; 43 U.S.C. 931b), and the Act of Congress approved July 26, 1947 (61 Stat. 502; 5 U.S.C. 626), having determined that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the CENTRAL HUDSON GAS AND ELECTRIC CORPORATION, a corporation organized and existing under the laws of the State of New York, with its principal office and place of business at 256 Broadway, Newburgh, New York, hereinafter designated as the "Grantee", an easement for a period not exceeding seventy-five (75) years from the date hereof for the purpose of constructing, maintaining, operating and repairing a gas regulator station, together with such facilities and equipment as may be necessary, over, across, in and upon land of the United States under the control of the Secretary of the Air Force at the location shown in red on Exhibit "A", attached hereto and made a part hereof, being all that certain piece or parcel of land situated within Stewart Air Force Base, Town of New Windsor, Orange County, New York, more particularly bounded and described as follows:

Beginning at a point, being the northeasterly corner of lands of the Town of New Windsor (formerly lands of the Methodist Church Land); the southeasterly corner of lands conveyed by Ronald A. Tillson and Caroline D. Tillson to the United States of America by Deed dated August 6, 1943 and recorded in the Office of the Orange County Clerk on August 6, 1943 in Liber 722 of Deeds at Page 34 and also being an angle in the westerly line of lands conveyed by Andrew Farrell and Matilda, his wife, to the United States of America by Deed dated August 6, 1943 and recorded in the Office of the Orange County Clerk on August 6, 1943 in Liber 722 of Deeds at Page 207, and running thence S. 48° 49' 10" W. 19.71 feet to a point on the northerly line of State Route 207; thence along the northerly line of State Route 207 N. 89° 38' 40" W. 40.16 feet to a point, said point being the southeasterly corner of lands leased by the United States of America and the Central Hudson Gas & Electric Corporation by Lease dated August 6, 1943 and recorded in the Office of the Orange County Clerk on August 6, 1943 in Liber 1274 of Deeds at Page 46, and also being the point of beginning of the parcel of land herein described; thence along the boundary of the land leased to the

Dayton Development Corp. a 00° 47' 10" E 75.00 feet to a point; thence a 85° 76' 40" E 50.00 feet to a point; thence S 00° 47' 10" W 75.00 feet to a point on the northerly line of State Route 207; thence along the northerly line of State Route 207 N 85° 76' 40" W 50.00 feet to the point of beginning.

THIS GRANT is granted subject to the following provisions and conditions:

1. That the Grantee shall pay to the United States compensation in the amount of twenty ($20) dollars, said compensation to be made payable to the Treasurer of the United States and forwarded by the Grantee to the Commanding Officer, Stewart Air Force Base, or his authorized representative.

2. That the construction, operation and maintenance of said gas regulator station shall be accomplished under the general supervision and subject to the approval of the said Commanding Officer, without cost or expense to the United States, and in such manner as not to endanger personnel or property of the United States.

3. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations as the Commanding Officer may from time to time prescribe.

4. That the Grantee shall supervise the facilities and equipment on the gas regulator station site and cause them to be inspected at reasonable intervals and shall immediately repair any leaks or defects found therein as a result of such inspection or when requested by the Commanding Officer to repair any defects. Upon completion of the installation of said gas regulator station and the making of any repairs thereto the unimproved portion of the premises shall be restored immediately by the Grantee at the Grantee's own expense, to the same condition as that in which it existed prior to the commencement of such work, to the satisfaction of the said Commanding Officer.

5. That any property of the United States damaged or destroyed by the Grantee incident to the use and occupation of the premises shall be promptly repaired or replaced by the Grantee to the satisfaction of the Commanding Officer, or in lieu of such repair or replacement the Grantee shall, if so

required by the said Commanding Officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of such damages to or destruction of said property.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the Grantee, nor for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities, and the Grantee shall hold the United States harmless from any and all such claims, except as otherwise provided in Condition 11 hereof, and provided, that the provisions of this Condition 6 shall not be construed, however, to deny any person the right to sue the United States on account of claims cognizable under the Federal Tort Claims Act, as amended.

7. That the Grantee shall furnish through the use of said gas regulator station such services as may be required from time to time for the housing project located on land leased to the Dayton Development Corp. by that certain instrument between the Secretary of the Air Force and said corporation, dated May 28, 1953, designated as Contract No. AF 30(603)-109 and recorded in the office of the Clerk of Orange County, New York, on July 10, 1953, in Liber 1274 of Deeds at Page 44, to effectuate the purposes of Title VIII of the Housing Amendments Act, as amended, (12 U.S.C. 1748-1748h).

8. That, in the event all or any portion of the land occupied by said gas regulator station shall be needed by the United States, the Grantee shall, from time to time, upon notice so to do and as often as so notified, remove the said gas regulator station, related facilities and equipment to such other location or locations as may be designated by the Secretary of the Air Force, and, in the event same shall not be removed within a reasonable time thereafter, they may be removed by the United States at the expense of the Grantee; provided that the provisions of this Condition shall not apply so long as the premises described in lease, Contract No. AF 30(603)-109

are subject to a mortgage insured under the National Housing Act, as amended, and said leased premises are under the control of the Federal Housing Commissioner, unless the written consent of the Federal Housing Commissioner is first obtained.

9. That this easement may be terminated by the Secretary of the Air Force upon reasonable notice to the Grantee in the event that lease Contract No. AF 33(600)-109 is terminated in accordance with the terms and conditions of said lease, or it may be annulled and forfeited by declaration of the Secretary of the Air Force for failure, neglect, or refusal by the Grantee fully and promptly to comply with any and all of the provisions and conditions of this grant, or for nonuse for a period of two (2) years or for abandonment.

10. That, upon the expiration, termination, or annulment and forfeiture of this grant, the Grantee shall, without expense to the United States and within such time as the Secretary of the Air Force may indicate, remove the gas regulator station, facilities and equipment from the premises and restore said premises to a condition satisfactory to the Commanding Officer. In the event the Grantee shall fail, neglect or refuse to remove the said gas regulator station, facilities and equipment and so restore the premises, the United States shall have the option either to take over the said gas regulator station, facilities and equipment as the property of the United States without compensation therefor, or to remove the said gas regulator station, facilities and equipment and perform the restoration work as aforesaid at the expense of the Grantee, and in no event shall the Grantee have any claim for damages against the United States or its officers or agents on account of the taking over of said gas regulator station, facilities and equipment or on account of their removal.

11. That all uranium, thorium, and all other material determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained,

in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

12. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of the Grantee.

13. That this easement is not affected by Title VI of the Act of Congress approved September 28, 1951 (P. L. 155, 82nd Congress, 1st Session).

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Department of the Air Force, by direction of the Secretary of the Air Force, this 7th day of December, 1953.

George S. Robinson
GEORGE S. ROBINSON
Deputy Special Assistant for Installations
To the Secretary of the Air Force

WITNESSES:

Rene E. Thomas

David L. Chamberlain

COMMONWEALTH OF VIRGINIA, - SS
COUNTY OF ARLINGTON

This day before me, a Notary Public, personally appeared George S. Robinson, to me well known and well known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed, as Deputy Special Assistant for Installations to the Secretary of the Air Force.

WITNESS my hand and official seal this 7th day of December, 1953.

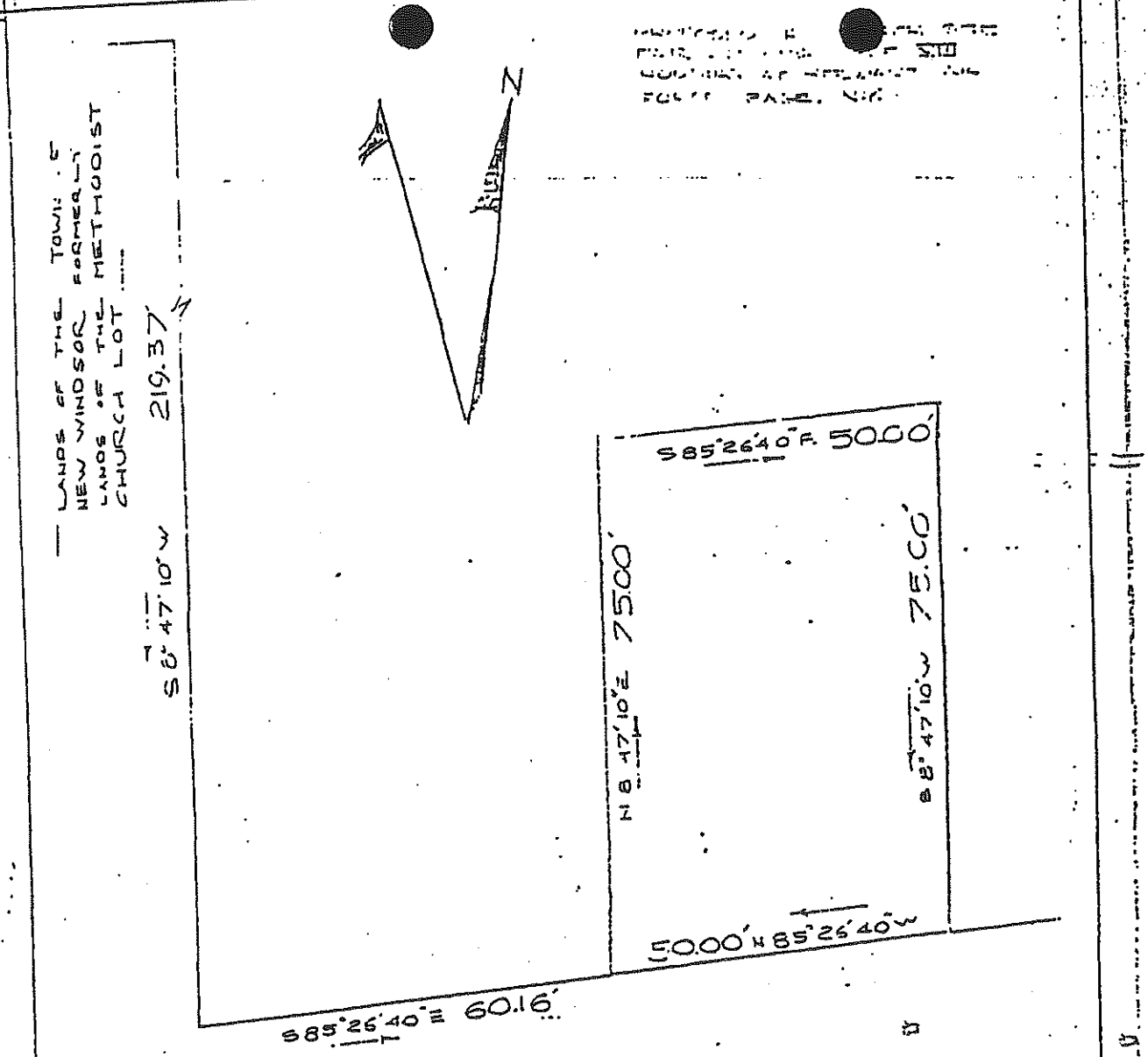
Hazel A. Nichols
Notary Public

My Commission Expires 10/4/56

This is page 6 of 6 pages of Easement for Gas Regulator Station, Title VIII Housing Project, Stewart Air Force Base, New York. This easement is granted subject to 13 provisions and conditions.

6

Contract No. AF 30(603)-128



NOVEMBER 11, 1953.

LOUIS W. REUTER, JR. INC.

LIC CITY & LAND SURVEYORS

44 LIVINGSTON ST. BKLYN, N.Y.

TR 5-6469

LANDS OF

NEWBURGH N.Y.

SUPPLEMENTAL AGREEMENT
DEPARTMENT OF THE AIR FORCE
STEWART AIR FORCE BASE, NEW YORK

SUPPLEMENTAL AGREEMENT NO. 1
to CONTRACT NO. AF 30(603)-108

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Contract No. AF 30(603)-108 entered into as of this 2 day of March 1955, between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") represented by the Contracting Officer executing this Supplemental Agreement and the DAYTON DEVELOPMENT CORP., a corporation of the State of New York, with its principal office and place of business at 9715 Fort Hamilton Parkway, Brooklyn, New York (hereinafter referred to as the Purchaser);

WITNESSETH THAT:

WHEREAS, the Government and the Purchaser entered into Contract No. AF 30(603)-108, under date of 28 May 1953, for the furnishing of certain utilities and related services required to maintain and operate a housing project located at Stewart Air Force Base, New York designed for rent pursuant to Title VIII, National Housing Act, as amended (12 U.S.C. 1748-1748h), and

WHEREAS, subsequent to execution of Contract No. AF 30(603)-108 it was discovered that the rate to be charged by the Government to the purchaser for water service was not sufficient to cover the cost of the purchase of raw water from the City of New York in addition to the cost of the processing of the water by the Government and it has been agreed by the Government and the Purchaser that the rate for the water service furnished by the Government should include all costs, and

WHEREAS, the Government and the Purchaser desire to amend said utility contract to provide for the payment to the Government of the total costs for the water furnished the Title VIII housing project;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements to be performed by the parties hereto, respectively, it is agreed as follows:

1. The paragraph enumerated 4 of SPECIAL PROVISIONS A (3) WATER SERVICE entitled "Rates", shall be deleted in its entirety and the following paragraph substituted in place thereof:

"4. RATES.

The rate to be charged the Purchaser by the Government for the water service described herein is as follows:

$0.2206 per 1,000 gallons"

2. This Supplemental Agreement was entered into as of the 28th day of May, 1953.

3. This instrument is subject to the approval of the Director, Directorate of Facilities Support, Assistant Chief of Staff, Installations, Headquarters, USAF, or his authorized representative and shall not be binding until such approval is given.

by W C S Lybarger 14 Apr. 55

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Agreement No. 1 as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY Edward J. Mulholland

CONTRACTING OFFICER
Stewart Air Force Base

DAYTON DEVELOPMENT CORP.

BY Wm Zickerman
President
Dayton Development Corp.

Witnesses as to Purchaser

Herman Zickerman
140 Stewart Garden Newburgh

Martha Zickerman
140 Stewart Garden Newburgh

APPROVED, 24 March 1955

HEADQUARTERS, USAF

Ward T. Abbott

WARD T. ABBOTT, Colonel, USAF
Acting Director
Directorate of Facilities Support
Assistant Chief of Staff, Installations

SUPPLEMENTAL AGREEMENT NO. 1
to Contract No. AF 30(603)-108

"P"

Department of Housing and Urban Development McKinney Act Determination
And
Public Notification, (STAS buildings)

residence, off-site use only

Bldgs. 23016, 23017
Kirtland AFB
Co: Bernalillo NM 87117-5000
Landholding Agency: Air Force
Property Number: 189820029
Status: Unutilized
Comment: 4019 sq. ft., presence of lead, most recent use--residence, off-site use only

New York

5 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #1004, 1102, 1200, 1214, 1216
Landholding Agency: Army
Property Number: 219830330
Status: Unutilized
Comment: 35,830 sq. ft., fair, possible asbestos/lead paint, most recent use--multipurpose

Bldgs. 1202, 1204, 1206
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Landholding Agency: Army
Property Number: 219830331
Status: Unutilized
Comment: 21,972 sq. ft., poor, possible asbestos/lead paint, most recent use--admin/storage/barracks

5 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #1300, 1400, 1402, 1700, 1708
Landholding Agency: Army
Property Number: 219830332
Status: Unutilized
Comment: 64,861 sq. ft., fair, possible asbestos/lead paint, most recent use--multipurpose

8 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #1400, 1600, 1602, 1604, 1606, 1608, 1610, 1612
Landholding Agency: Army
Property Number: 219830333
Status: Unutilized
Comment: 52,873 sq. ft., poor, possible asbestos/lead paint, most recent use--barracks

6 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #1800, 1802, 1810, 1818, 2297, 2308
Landholding Agency: Army
Property Number: 219830334
Status: Unutilized
Comment: 21,972 sq. ft., poor, possible asbestos/lead paint, most recent use--barracks/storage

6 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #1804, 1806, 1808, 1812, 1814, 1816
Landholding Agency: Army
Property Number: 219830335
Status: Unutilized
Comment: 35,356 sq. ft., fair, possible asbestos/lead paint, most recent use--admin/barracks/storage

4 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2000, 2002, 2004, 2006
Landholding Agency: Army
Property Number: 219830336
Status: Unutilized
Comment: 35,356 sq. ft., fair, possible asbestos/lead paint, most recent use--lodging

6 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2200, 2202, 2206, 2208, 2210, 2216
Landholding Agency: Army
Property Number: 219830337
Status: Unutilized
Comment: 15,750 sq. ft., fair, possible asbestos/lead paint, most recent use--plant bldgs

9 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2310, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422
Landholding Agency: Army
Property Number: 219830338
Status: Unutilized
Comment: 33,763 sq. ft., fair, possible asbestos/lead paint, most recent use--shop/storage

7 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2400, 2402, 2404, 2500, 2506, 2514, 2516
Landholding Agency: Army
Property Number: 219830339
Status: Unutilized
Comment: 21,972 sq. ft., poor, possible asbestos/lead paint, most recent use--storage/admin

5 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2508, 2510, 2512, 2518, 2520
Landholding Agency: Army
Property Number: 219830340
Status: Unutilized
Comment: 32,137 sq. ft., fair, possible asbestos/lead paint, most recent use--storage/chapel annex/admin

recent use--storage/chapel /admin

[[Page 44872]]

10 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2600, 2602-2607, 2609-2610, 2627
Landholding Agency: Army
Property Number: 219830341
Status: Unutilized
Comment: 62,605 sq. ft., fair, possible asbestos/lead paint, most recent use--snack bar/club/storage

9 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #2608, 2619, 2623, 2611-2616
Landholding Agency: Army
Property Number: 219830342
Status: Unutilized
Comment: 45,851 sq. ft., poor, possible asbestos/lead paint, most recent use--barracks/storage/housing

8 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #3000, 3002, 3004, 3006, 3010, 3012, 3014, 3016
Landholding Agency: Army
Property Number: 219830343
Status: Unutilized
Comment: 47,395 sq. ft., poor, possible asbestos/lead paint, most recent use--housing/storage

5 Bldgs.
Stewart Army Subpost
United States Military Academy
New Windsor Co: Orange NY 12553-
Location: #3100, 3102, 3104, 3112, 3114
Landholding Agency: Army
Property Number: 219830344
Status: Unutilized
Comment: 1654 sq. ft., poor, possible asbestos/lead paint, most recent use--storage sheds

Bldgs. 1246, 1247, 1250
West Point, U.S. Military Academy
Highlands Co: Orange NY 10996-
Landholding Agency: Army
Property Number: 219830345
Status: Unutilized
Comment: 1703 sq. ft., poor, possible asbestos, most recent use--storage, off-site use only

``Terry Hill''
County Road 51
Manorville NY
Landholding Agency: GSA
Property Number: 549830008
Status: Surplus
Comment: 2 block structures, 730/771 sq. ft., no sanitary

STAS Building Inventory Schedule to be Transferred to the Town of New Windsor

	A	B	C	D	E	F	G	H	I	J	K	L	M
54	Transfer to Town of New Windsor Pursuant Department of Defense (DoD) Appropriations Act of Fiscal Year (FY) 1994/1999												
55													
56	ITEM	CATEGORY		NO. OF		UNIT OF	TOTAL		DRAWING		YR		
57	NO	CODE	PROPERTY DESCRIPTION	UNITS	TYPE	MEASURE	QUANTITY	COST	NUMBERS	REMARKS	BUILT		
58													
59													
60	1	84110	WATER TREAT PL	1	P	SF	2,304	23800	see attached list	Building 2618	1942		DOD FY 94
61	2	89141	WTR SUP/TRT BLD	1	P	SF	1,064	15500	see attached list	Building 2604	1942		DOD FY 94
62	3	84141	WTR SUP/TRT BLD	1	P	SF	196	1600	see attached list	Building 2620	1942		DOD FY 94
63				3			3,564	$40,900					
64				1			3,907	$59,900					
65				7			33,640	$333,200					
66				13			46,095	$650,300					
67				13			96,190	$3,071,300					
68				16			119,211	$2,834,400					
69				53			304,607	8,990,000					
70													
71													
72													
73													
74													
75													
76	1	13120	COMMO CTR	1	P	SF	3,907	$59,900	see attached list	Building 1004	1942		DOD FY 99
77													
78	2	21910	ENG/HOUSING MNT	7	P	SF	33,640	$333,200	see attached list	Building 2400	1942		DOD FY 99
79										Building 2412	1942		DOD FY 99
80										Building 2414	1942		DOD FY 99
81										Building 2416	1942		DOD FY 99
82										Building 2422	1942		DOD FY 99
83										Building 2512	1942		DOD FY 99
84										Building 2516	1942		DOD FY 99
85													
86													
87	3	44220	STORAGE GP INST	13	P	SF	46,095	$660,300	see attached list	Building 2216	1988		DOD FY 99
88										Building 2308	1942		DOD FY 99
89										Building 2402	1942		DOD FY 99
90										Building 2404	1942		DOD FY 99
91										Building 2420	1942		DOD FY 99
92										Building 2500	1942		DOD FY 99
93										Building 2506	1942		DOD FY 99
94										Building 2619	1957		DOD FY 99
95										Building 2623	1957		DOD FY 99
96										Building 2627	1987		DOD FY 99
97										Building 1216	1942		DOD FY 99
98										Building 1810	1942		DOD FY 99
99										Building 1814	1942		DOD FY 99
100													
101													
102	4	61050	ADMIN GEN PURP	13	P	SF	96,190	$3,071,300	see attached list	Building 1202	1942		DOD FY 99
103										Building 1300	1942		DOD FY 99
104										Building 1810	1942		DOD FY 99
105										Building 1812	1942		DOD FY 99
106										Building 1708	1987		DOD FY 99
107										Building 1812	1942		DOD FY 99

	A	B	C	D	E	F	G	H	I	J	K	L	M
108	Transfer to Town of New Windsor Pursuant Department of Defense (DoD) Appropriations Act of Fiscal Year (FY) 1994/1995												
109													
110	ITEM	CATEGORY		NO. OF		UNIT OF	TOTAL		DRAWING		YR		
111	NO	CODE	PROPERTY DESCRIPTION	UNITS	TYPE	MEASURE	QUANTITY	COST	NUMBERS	REMARKS	BUILT		
112													
113										Building 1616	1942		DOD FY 99
114										Building 2004	1943		DOD FY 99
115										Building 2418	1942		DOD FY 99
116										Building 2508	1942		DOD FY 99
117										Building 2510	1942		DOD FY 99
118										Building 2514	1942		DOD FY 99
119										Building 2518	1942		DOD FY 99
120													
121													
122	6	71112	FH COL	1	P	SF	3,666	$45,200	see attached list	Building 2606	1942	1 FA	DOD FY 99
123													
124	8	71116	FH JR NCO/ENL	11	P	SF	92,339	$991,300	see attached list	Building 2614	1942	63 FA	DOD FY 99
125										Building 2616	1942		DOD FY 99
126										Building 3000	1954		DOD FY 99
127										Building 3002	1954		DOD FY 99
128										Building 3004	1954		DOD FY 99
129										Building 3012	1954		DOD FY 99
130										Building 3014	1954		DOD FY 99
131	7	71410	GARAGE FH DET	8	P	SF	6,604	$52,700	see attached list	Building 2607	1958	29 VE	DOD FY 99
132										Building 2611	1958		DOD FY 99
133										Building 2613	1958		DOD FY 99
134										Building 2615	1958		DOD FY 99
135										Building 2617	1958		DOD FY 99
136										Building 3008	1954		DOD FY 99
137										Building 3010	1954		DOD FY 99
138										Building 3018	1988		DOD FY 99
139													
140	9	71420	DET STR FH	5	P	SF	1,651	$72,000	see attached list	Building 3100	1990		DOD FY 99
141										Building 3102	1990		DOD FY 99
142										Building 3104	1990		DOD FY 99
143										Building 3112	1990		DOD FY 99
144										Building 3114	1990		DOD FY 99
145													
146	9	72111	ENLISTED UPH	14	P	SF	110,003	$1,380,800	see attached list	Building 1204	1942		DOD FY 99
147										Building 1206	1942		DOD FY 99
148										Building 1208	1942		DOD FY 99
149										Building 1602	1942		DOD FY 99
150										Building 1604	1942		DOD FY 99
151										Building 1606	1942		DOD FY 99
152										Building 1608	1942		DOD FY 99
153										Building 1800	1942		DOD FY 99
154										Building 1802	1942		DOD FY 99
155										Building 1804	1942		DOD FY 99
156										Building 1806	1942		DOD FY 99
157										Building 1808	1942		DOD FY 99
158										Building 1818	1942		DOD FY 99
159										Building 2006	1957		DOD FY 99
160	10	72170	UPH SR NCO	2	P	SF	20,104	$288,100	see attached list	Building 2608	1942	15 PN	DOD FY 99
161										Building 2610	1942		DOD FY 99

	A	B	C	D	E	F	G	H	I	J	K	L	M
162	Transfer to Town of New Windsor Pursuant Department of Defense (DoD) Appropriations Act of Fiscal Year (FY) 1994/1999												
163													
164													
165	ITEM	CATEGORY		NO. OF		UNIT OF	TOTAL		DRAWING		YR		
166	NO	CODE	PROPERTY DESCRIPTION	UNITS	TYPE	MEASURE	QUANTITY	COST	NUMBERS	REMARKS	BUILT		
167													
168	11	72210	DINING FACILITY	1	P	SF	13,297	$170,700	see attached list	Building 1404	1942		DOD FY 99
169													
170	12	72360	DAY ROOM DET	1	P	SF	2,202	$31,900	see attached list	Building 1600	1942		DOD FY 99
171													
172													
173	13	72410	UOQ MILITARY	3	P	SF	23,669	$339,900	see attached list	Building 2000	1942	XX PN	DOD FY 99
174										Building 2612	1942		DOD FY 99
175										Building 2609	1957		DOD FY 99
176													
177													
178	14	73010	FIRE STATION	1	P	SF	4,015	$39,700	see attached list	Building 1214	1942		DOD FY 99
179	15	73017	CHAPEL	1	P	SF	4,622	$67,200	see attached list	Building 1700	1942		DOD FY 99
180	16	73019	FAM LIFE CTR	1	P	SF	6,794	$89,600	see attached list	Building 2520	1942		DOD FY 99
181													
182													
183	17	74007	BEP TOIL/SHOWER	1	P	SF	504	$6,000	see attached list	Building 2603	1959		DOD FY 99
184	18	74013	CANTEEN	1	P	SF	150	$1,000	see attached list	Building 2600	1959		DOD FY 99
185	19	74022	SKILL DEV (NA)	1	P	SF	3,205	$38,500	see attached list	Building 2408	1942		DOD FY 99
186	20	74032	GUEST HOUSE	1	P	SF	12,668	$156,700	see attached list	Building 2002	1943		DOD FY 99
187	21	74032	GUEST HOUSE	1	P	SF	24,952	$1,256,400	see attached list	Building 2605	1957		DOD FY 99
188	22	74033	ACS CTR	1	P	SF	1,834	$21,200	see attached list	Building 2310	1942		DOD FY 99
189	23	74026	PHYS FIT CTR	1	P	SF	18,989	$273,900	see attached list	Building 1102	1942		DOD FY 99
190	24	74041	LIBRARY MAIN	1	P	SF	6,748	$85,400	see attached list	Building 1402	1942		DOD FY 99
191	25	74046	CONSOL OPEN DIN	1	P	SF	15,967	$570,100	see attached list	Building 2602	1942		DOD FY 99
192	26	74068	YOUTH CENTER	1	P	SF	4,145	$60,700	see attached list	Building 1200	1942		DOD FY 99
193	27	74068	RECREATION CENTER	1	P	SF	10,927	$109,400	see attached list	Building 1400	1942		DOD FY 99
194	28	74078	THRIFT SHOP	1	P	SF	3,205	$42,500	see attached list	Building 2410	1942		DOD FY 99
195													
196													
197	29	89131	SEW/WST WTR TAT	1	P	SF	3,616	$37,100	see attached list	Building 2210	1942		DOD FY 99
198													
199	31	76011	COURT AREA	1	P	EA	4		see attached list	Facility 6170	1971		
200	32	76030	OD SWIM POOL	1	P	EA	1	$23,000	see attached list	Facility 6186	1971		2,800 SF
201	33	83110	PRIM TREAT	1	P	TD	350	$462,000	see attached list	Facility 6270	1971		
202													
203	34	83210	SANITARY SEWER	1	P	LF	9024	$169,200	see attached list	Facility 6280	1971		
204	36	85110	ROADS, SURFACED	1	P	SY	118880	$1,491,600	see attached list	Facility 6370	1971		
205		85110	ROADS, SURFACED	1	P	SY	730	$84,000	see attached list	Facility 6370	1971		PLANT RD
206	36	91131	LAND HLD NAVAFD	1	P	AC	281.6				1942		
207													
208													
209			Subtotal					$2,229,700					
210													
211													
212													
213													
214													

Department of Defense Appropriations Act of Fiscal Year 1994, Section 2844 (STAS water system)

SECTION 284
DEPARTMENT OF DEFENSE APPROPRIATIONS ACT OF FISCAL YEAR 1994
CONVEYANCE OF WATER DISTRIBUTION SYSTEM AND RESERVOIR
STEWART ARMY SUBPOST, NEW YORK

(a) AUTHORITY TO CONVEY. ---- *(1)* The Secretary of the Army may convey to the Town of New Windsor, New York (in this section referred to as the "Town."), all right, title, and interest of the United States in and to the property described in paragraph *(2)*.

(2) The property referred to in paragraph *(1)* is the following property located at the Stewart Army Subpost, New York.

(A) A parcel of real property consisting of approximately 7 acres, including a reservoir and improvements thereon, the site of the Stewart Army Subpost water distribution system.

(B) Any equipment, fixtures, structures, or other improvements (including any water transmission lines, water distribution and service lines, fire hydrants, water pumping stations, and other improvements) not located on the parcel described in subparagraph *(A)* that are owned and utilized by the Federal Government in order to provide water to and distribute water at Stewart Army Subpost.

(b) RELATED EASEMENTS. ---- The Secretary may grant to the Town the following easements relating to the conveyance of the property authorized by subsection *(a)*:

(1) Such easements, if any, as the Secretary and the Town jointly determine are necessary in order to provide access to the water distribution system referred to in paragraph *(2)* of said subsection for maintenance, safety, and other purposes.

(2) Such rights of way appurtenant, if any, as the Secretary and the Town jointly determine are necessary in order to satisfy requirements imposed by any Federal or State agency relating to the maintenance of a buffer zone around the water distribution system.

(c) REQUIREMENTS RELATING TO CONVEYANCE. ---- *(1)* The Secretary may not carry out the conveyance of the water distribution system authorized in subsection *(a)* unless the Town agrees to accept the system in its existing condition at the time of the conveyance.

(2) The Secretary shall complete any environmental removal or remediation required under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) with respect to the facility conveyed under this section before carrying out the conveyance.

(d) CONDITIONS. ---- The conveyance authorized in subsection *(a)* shall be subject to the following conditions:

(1) That the Town provide water to and distribute water at Stewart Army Subpost at a rate that is no less favorable than the rate the Town would charge a public or private entity similar to Stewart Army Subpost for the provision and distribution of water.

(2) That the Town operate the water distribution system in compliance with all applicable Federal and State environmental laws and regulations (including any permit and license requirements).

(3) That the Town not commence any expansion of the water distribution system without approval of such expansion by the commander of Stewart Army Subpost.

(e) FAIR MARKET VALUE. ---- The Secretary shall ensure that the value to the Army of the actions taken by the Town in accordance with subsection (d) is at least equal to the fair market value of the water distribution system conveyed pursuant to subsection *(a)*.

(f) REVERSION. ---- If the Secretary determines at any time that the Town is not complying with the conditions specified in subsection *(d)*, all right, title, and interest of the Town in and to the property (including the water distribution system) conveyed pursuant to subsection *(a)*, including any improvements thereto and any modifications made to the water distribution system by the Town after such conveyance, shall revert to the United States and the United States shall have the right of immediate entry thereon, including the right of access to and operation of the water distribution system.

(g) DESCRIPTION OF PROPERTY. ---- The exact legal description of the property to be conveyed under subsection (a), and of any easements granted under subsection *(b)*, shall be determined in a manner, including by survey, satisfactory to the Secretary. The cost of any survey or other services performed at the direction of the Secretary pursuant to the authority in the preceding sentence, shall be borne by the Town.

(h) ADDITIONAL TERMS AND CONDITIONS. ---- The Secrete may require such additional terms and conditions in connection with the conveyance authorized under subsection *(a)* and the easements granted under subsection *(b)* that the Secretary considers appropriate to protect the interests of the United States.

Department of Defense Appropriations Act of Fiscal Year 1999, Section 2845 (STAS)

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

First Columbia Int'l. Group LLC

TO

Town of New Windsor

SECTION 9 BLOCK 1 LOT 50

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

RECORD AND RETURN TO:
(Name and Address)

ATTORNEY'S OFFICE
TOWN OF NEW WINDSOR
555 UNION AVENUE
NEW WINDSOR, N.Y. 12553

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ____ MORTGAGE ____ SATISFACTION ____ ASSIGNMENT ____ OTHER Easement

PROPERTY LOCATION

____ 2089 BLOOMING GROVE (TN)
____ 2001 WASHINGTONVILLE (VLG)
____ 2289 CHESTER (TN)
____ 2201 CHESTER (VLG)
____ 2489 CORNWALL (TN)
____ 2401 CORNWALL (VLG)
____ 2600 CRAWFORD (TN)
____ 2800 DEERPARK (TN)
____ 3089 GOSHEN (TN)
____ 3001 GOSHEN (VLG)
____ 3003 FLORIDA (VLG)
____ 3005 CHESTER (VLG)
____ 3209 GREENVILLE (TN)
____ 3489 HAMPTONBURGH (TN)
____ 3401 MAYBROOK (VLG)
____ 3889 HIGHLANDS (TN)
____ 3801 HIGHLAND FALLS (VLG)
____ 3889 MINISINK (TN)
____ 3801 UNIONVILLE (VLG)
____ 4089 MONROE (TN)
____ 4001 MONROE (VLG)
____ 4003 HARRIMAN (VLG)
____ 4005 KIRYAS JOEL (VLG)
____ 4289 MONTGOMERY (TN)
____ 4201 MAYBROOK (VLG)
____ 4203 MONTGOMERY (VLG)
____ 4205 WALDEN (VLG)
____ 4489 MOUNT HOPE (TN)
____ 4401 OTISVILLE (VLG)
X 4600 NEWBURGH (TN)
____ 4800 NEW WINDSOR (TN)
____ 5089 TUXEDO (TN)
____ 5001 TUXEDO PARK (VLG)
____ 5200 WALLKILL (TN)
____ 5489 WARWICK (TN)
____ 5401 FLORIDA (VLG)
____ 5403 GREENWOOD LAKE (VLG)
____ 5405 WARWICK (VLG)
____ 5600 WAWAYANDA (TN)
____ 5889 WOODBURY (TN)
____ 5801 HARRIMAN (VLG)

CITIES

____ 0900 MIDDLETOWN
____ 1100 NEWBURGH
____ 1300 PORT JERVIS

____ 9999 HOLD

NO. PAGES 18 CROSS REF ____
CERT. COPY ____ AFFT. ____

PAYMENT TYPE: CHECK X
CASH ____
CHARGE ____
NO FEE ____

CONSIDERATION $ 0
TAX EXEMPT ____

MORTGAGE AMT $ ____
DATE ____

MORTGAGE TYPE:

____ (A) COMMERCIAL
____ (B) 1 OR 2 FAMILY
____ (C) UNDER $10,000
____ (E) EXEMPT
____ (F) 3 TO 6 UNITS
____ (I) NAT.PERSON/CR.UNION
____ (J) NAT.PER-CR.UNN OR 2
____ (K) CONDO

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: Town of New Windsor

LIBER 5801 PAGE 196

LIBER 5801 PAGE 196
ORANGE COUNTY CLERKS OFFICE 14318 DAB
RECORDED/FILED 03/01/2002 02:00:32 PM
FEES 34.00 EDUCATION FUND 5.00
SERIAL NUMBER: 007187
DEED CNTL NO 53427 RE TAX .00

Access and Utility Easement

THIS ACCESS AND UTILITY EASEMENT ("Access/Utility Easement) is granted this 2nd day of July, 2001, by **FIRST COLUMBIA INTERNATIONAL GROUP, LLC**, a New York limited liability company with an address of 26 Century Hill Drive, Latham, New York 12110, hereinafter referred to as "Grantor", to **TOWN OF NEW WINDSOR**, a municipal corporation with offices located at 555 Union Avenue, New Windsor, New York 12553, hereinafter referred to as "Grantee".

NOW THEREFORE, in consideration of the benefits provided by each party to the other, the Grantor hereby grants the following easement to the Grantee:

1. The Easement Premises shall be a maximum of 20 ft. wide more particularly described in and shown on Exhibit "A" attached hereto.

2. The Easement Premises are non-exclusive. Grantor reserves the right to use the Easement Premises for all purposes, including ingress, egress and the installation of improvements over, under, across and within the Easement Premises, provided that those uses do not interfere with the rights afforded Grantee hereunder and do not interrupt the delivery of electricity and telephone service or obstruct access.

3. This Access/Utility Easement shall be construed under the laws of the State of New York.

4. This Access/Utility Easement is the entire agreement between the parties. It may be amended by a writing signed by the parties and shall be binding upon the successors and assigns of the parties.

5. This Access/Utility Easement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

FIRST COLUMBIA INTERNATIONAL GROUP, LLC

By _____
Its Partner Kevin Batte

TOWN OF NEW WINDSOR

By: George J. Meyers, Supervisor

State of New York)
) ss.:
County of Albany)

On the 2nd day of July, in the year 2001, before me, the undersigned, personally appeared Kevin Battle, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Tanya M. Collado
Notary Public

TANYA M. COLLADO
Notary Public, State of New York
Qualified in Albany Co. - No. 01CO5080985
Commission Expires: June 30, 2003

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 28th day of January, 2002, before me, the undersigned, personally appeared GEORGE J. MEYERS, 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 upon behalf of which the individual acted, executed the instrument.

Patricia A. Corsetti
Notary Public

PATRICIA A. CORSETTI
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 2005

BL Companies

Legal Description
Utility Easement #1
20' Easement to the Town of New Windsor

All that certain piece or parcel of land situate and being in the Town of New Windsor, County of Orange and State of New York, being more particularly bounded and described as follows:

Commencing at a point on the westerly streetline of Tech Valley Road at the northeast corner of land to be conveyed to LSI Lighton, Inc.;

Thence running along land to be conveyed to LSI Lightron, Inc. South 89°-59'-56" West a distance of 418.59 feet to the TRUE point and place of beginning:

Thence running the following courses and distances through and along land to be conveyed to LSI Lightron, Inc.:

1) South 54°-44'-14" East a distance of 209.70 feet to a point;
2) North 70°-47'-50" East a distance of 42.96 feet to a point;
3) South 50°-37'-33" East a distance of 360.75 feet to a point;
4) North 73°-02'-36" East a distance of 46.40 feet to a point on the westerly streetline of the Avenue of the Americas;

Thence continuing along the westerly streetline of the Avenue of the Americas South 19°-14'-30" East a distance of 20.02 feet to a point;

Thence turning and running the following courses and distances through and along land to be conveyed to LSI Lightron, Inc.:

1) South 73°-02'-36" West a distance of 57.90 feet to a point;
2) North 50°-37'-33" West a distance of 360.24 feet to a point;
3) South 70°-47'-50" West a distance of 42.03 feet to a point;
4) North 54°-44'-14" West a distance of 248.28 feet to a point;
5) North 89°-59'-56" East a distance of 34.64 feet to the TRUE point and place of beginning.

Containing in all 13,683 Square Feet or 0.314 Acres.

Exhibit A

356 Research Parkway Meriden, CT 06450 Tel. (203) 630-1406 Fax (203) 630-2615 Toll Free (800) 301-3077

BL Companies

Legal Description
Utility Easement #2
20' Easement to the Town of New Windsor

All that certain piece or parcel of land situate and being in the Town of New Windsor, County of Orange and State of New York, being more particularly bounded and described as follows:

Commencing at a point on the westerly streetline of Avenue of the Americas (relocated and widened), said point being the northeast corner of land now or formerly The Methodist Church of Little Britain County and State;

Thence running along the westerly streetline of Avenue of the Americas (relocated and widened) North 12°-50'-45" West a distance of 48.55 feet to the TRUE point and place of beginning:

Thence running through and along land to be conveyed to LSI Lighton, Inc. the following courses and distances;

1) North 90°-00'-00" West a distance of 125.51 feet to a point;
2) North 84°-04'-32" West a distance of 79.53 feet to a point;
3) North 76°-26'-05" West a distance of 105.69 feet to a point;
4) North 84°-27'-27" West a distance of 143.63 feet to a point;
5) North 66°-24'-03" West a distance of 46.27 feet to a point;
6) North 54°-39'-20" West a distance of 529.93 feet to a point;
7) North 07°-33'-24" West a distance of 27.30 feet to a point;
8) South 54°-39'-20" East a distance of 546.46 feet to a point;
9) South 66°-24'-03" East a distance of 41.03 feet to a point;
10) South 84°-27'-27" East a distance of 27.25 feet to a point;
11) North 05°-32'-33" East a distance of 35.80 feet to a point;
12) South 84°-27'-27" East a distance of 20.00 feet to a point;
13) South 05°-32'-33" West a distance of 35.80 feet to a point;
14) South 84°-27'-27" East a distance of 94.61 feet to a point;
15) South 76°-26'-05" East a distance of 105.76 feet to a point;
16) South 84°-04'-32" East a distance of 77.16 feet to a point;
17) South 90°-00'-00" East a distance of 119.92 feet to a point on the Avenue of the Americas (relocated and widened);

Thence running along the Avenue of the Americas (relocated and widened) South 12°-50'-45" East a distance of 20.51 feet to the TRUE point and place of beginning.

Containing in all 21,344 Square Feet or 0.490 Acres.

355 Research Parkway Meriden, CT 06450 Tel. (203) 630-1406 Fax (203) 630-2615 Toll Free (800) 301-3077
Architecture • Engineering • Planning • Landscape Architecture • Land Surveying • Environmental Sciences • Analytical Services

BL Companies

Legal Description
Utility Easement #3
20' Easement to the Town of New Windsor

All that certain piece or parcel of land situate and being in the Town of New Windsor, County of Orange and State of New York, being more particularly bounded and described as follows:

Commencing at a point on the westerly streetline of Tech Valley Road at the northeast corner of land to be conveyed to LSI Lighton, Inc.;

Thence running along land to be conveyed to LSI Lightron, Inc. South 89°-59'-56" West a distance of 698.00 feet to the TRUE point and place of beginning:

Thence running through and along land to be conveyed to LSI Lighton, Inc. the following courses and distances;

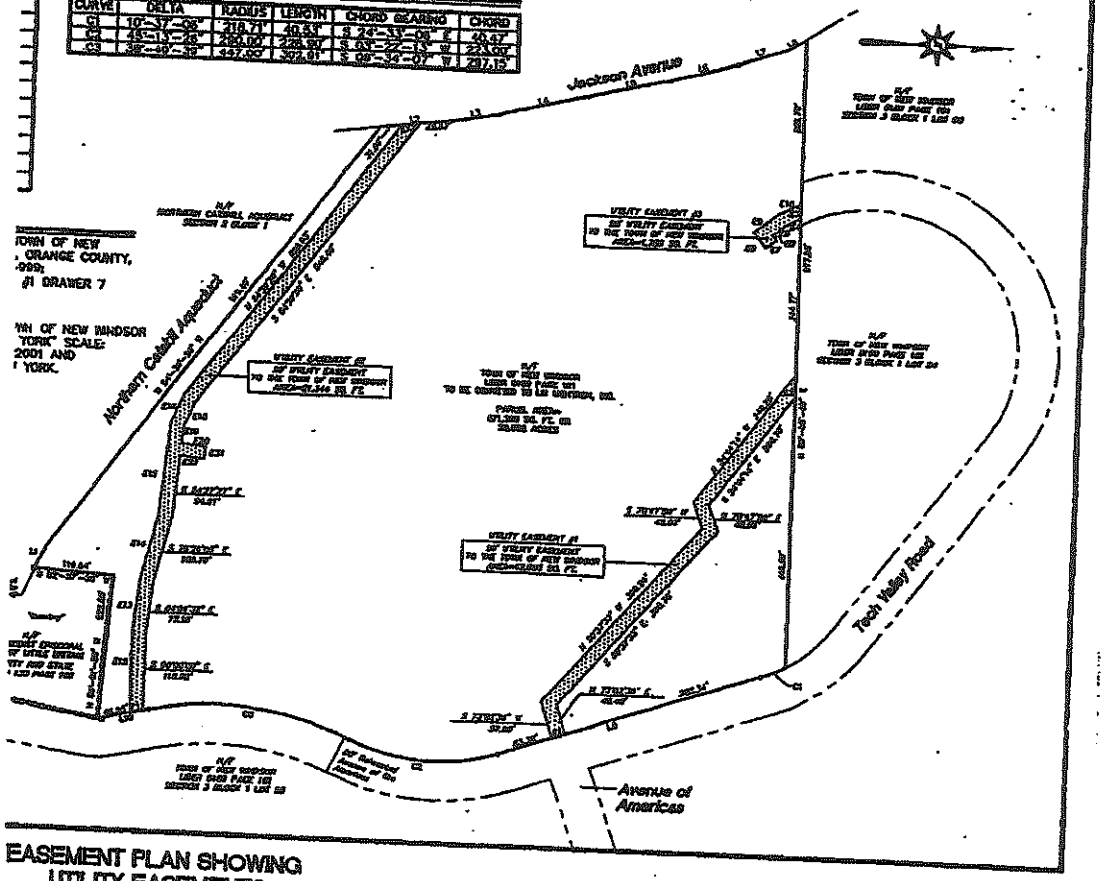
1) South 29°-25'-06" East a distance of 26.20 feet to a point;
2) South 38°-44'-02" East a distance of 24.44 feet to a point;
3) North 51°-15'-58" East a distance of 10.00 feet to a point;
4) South 38°-44'-02" East a distance of 20.00 feet to a point;
5) South 51°-15'-58" West a distance of 30.00 feet to a point;
6) North 38°-44'-02" West a distance of 46.07 feet to a point;.
7) North 29°-25'-06" West a distance of 39.10 feet to a point;
8) North 89°-59'-56" East a distance of 22.96 feet to the TRUE point and place of beginning.

Containing in all 1,758 Square Feet or 0.040 Acres.

355 Research Parkway Meriden, CT 06450 Tel. (203) 630-1406 Fax (203) 630-2615 Toll Free (800) 301-3077
Architecture • Engineering • Planning • Landscape Architecture • Land Surveying • Environmental Sciences • Analytical Services

PROPERTY CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°-37'-06"	218.71'	40.53'	S 24°-33'-06" E	40.47'
C2	45°-13'-26"	280.00'	226.90'	S 03°-22'-13" W	223.00'
C3	38°-40'-39"	447.00'	302.91'	S 08°-34'-07" W	297.15'



EASEMENT PLAN SHOWING
UTILITY EASEMENTS
THE TOWN OF NEW WINDSOR
NEW WINDSOR, NEW YORK

Drawn	J.M.
Checked	R.H.R.
Approved	R.H.R.
Scale	1"= 200'
Project No.	01P421
Date	6/29/01
CAD File	EAS29704

1

LIBER 5801 PAGE 203

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

Town of New Windsor

TO

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION

44, 45

SECTION 3 BLOCK 1 LOT 46, 56

RECORD AND RETURN TO:
(Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED_____ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER Mt Offer

PROPERTY LOCATION

___ 2089 BLOOMING GROVE (TN)
___ 2001 WASHINGTONVILLE (VLG)
___ 2289 CHESTER (TN)
___ 2201 CHESTER (VLG)
___ 2489 CORNWALL (TN)
___ 2401 CORNWALL (VLG)
___ 2689 CRAWFORD (TN)
___ 2600 DEERPARK (TN)
___ 3089 GOSHEN (TN)
___ 3001 GOSHEN (VLG)
___ 3003 FLORIDA (VLG)
___ 3005 CHESTER (VLG)
___ 3200 GREENVILLE (TN)
___ 3489 HAMPTONBURGH (TN)
___ 3401 MAYBROOK (VLG)
___ 3689 HIGHLANDS (TN)
___ 3601 HIGHLAND FALLS (VLG)
___ 3889 MINISINK (TN)
___ 3801 UNIONVILLE (VLG)
___ 4089 MONROE (TN)
___ 4001 MONROE (VLG)
___ 4003 HARRIMAN (VLG)
___ 4005 KIRYAS JOEL (VLG)
___ 4289 MONTGOMERY (TN)
___ 4201 MAYBROOK (VLG)
___ 4203 MONTGOMERY (VLG)
___ 4205 WALDEN (VLG)
___ 4489 MOUNT HOPE (TN)
___ 4401 OTISVILLE (VLG)
___ 4600 NEWBURGH (TN)
✓ 4600 NEW WINDSOR (TN)
___ 5089 TUXEDO (TN)
___ 5001 TUXEDO PARK (VLG)
___ 5200 WALLKILL (TN)
___ 5489 WARWICK (TN)
___ 5401 FLORIDA (VLG)
___ 5403 GREENWOOD LAKE (VLG)
___ 5405 WARWICK (VLG)
___ 5800 WAWAYANDA (TN)
___ 5889 WOODBURY (TN)
___ 5801 HARRIMAN (VLG)

CITIES

___ 0900 MIDDLETOWN
___ 1100 NEWBURGH
___ 1300 PORT JERVIS

___ 9999 HOLD

NO. PAGES 2 CROSS REF _____
CERT. COPY_____ AFFT. _____

PAYMENT TYPE: CHECK _____
CASH _____
CHARGE _____
NO FEE ✓

CONSIDERATION $ _____
TAX EXEMPT _____

MORTGAGE AMT $ _____
DATE _____

MORTGAGE TYPE:
___ (A) COMMERCIAL
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000.
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR.UNION
___ (J) NAT.PER-CR.UNI OR 2
___ (K) CONDO

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: NYSi

RECORDED/FILED
03/15/2005/ 11:24:50
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY

FILE # 20050028223
N APP / BK 11778 PG 1701
RECORDING FEES 0.00
TTX# 008710 T. TAX 0.00
Receipt#392040 doreen

INSTR # 20050028223 Page 1 Of 10

ROW 91-21a
(SECTION A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PIN 8062.05.201
PROJECT: STEWART INTERNATIONAL AIRPORT

PROC. 12582
COUNTY ORANGE
TOWN: New Windsor

3-1-43,44,45,46,56

MAP NO(S): 511.
PARCEL NO(S): 539, 540,541,542,543.

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above maps

To:

1. Town of New Windsor; c/o Phillip Crotty, Esq., 555 Union Ave., New Windsor, NY 12553
2. Central Hudson Gas & Electric Corporation; 284 South Road, Poughkeepsie, NY 12601

TAKE NOTICE that on the 20th day of September 2002, there was filed in the office of the Department of Transportation original tracing, or a microfilm or computer digitized copy, of each of the above designated maps of property; and that on the ____ day of _____, _____, there was filed in the office of the clerk of the county in which such property is situated, a certified copy of each of such maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights set forth in said maps vested in The People o State of New York upon such filing in the office of said county clerk.

DEPARTMENT OF TRANSPORTATION
OF THE STATE OF NEW YORK

Dated: _____

Director, Real Estate Division

Note Box 4

STEWART INTERNATIONAL AIRPORT

20050028223

PIN B062.05
ORANGE COUNTY

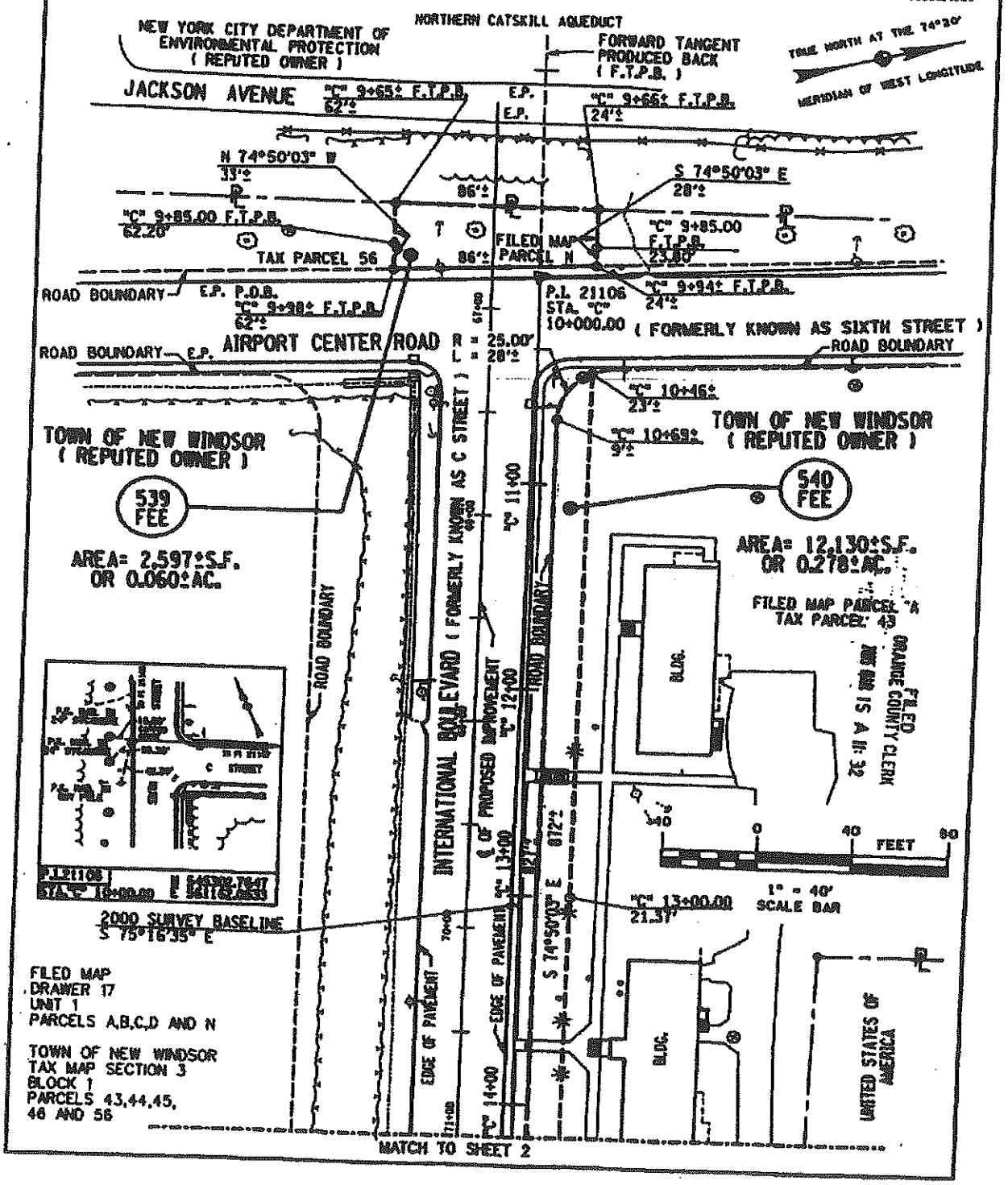
MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 1 OF 8 SHEETS

SURVEY NOTES ON FILE AT NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGIONAL OFFICE NO. 8 LOCATED AT POUGHKEEPSIE, N.Y.

TRN 27
CC: L. 5189 P. 181
ZONE: NY EAST
DATUM: NAD 27

TOWN OF NEW WINDSOR (Reputed Owner)

PLP: PARCEL NO. 539 N 545243.1339 E 561143.0737
PLP: PARCEL NO. 540 N 545038.4363 E 562054.3952
PLP: PARCEL NO. 541 N 544938.2319 E 562604.8839
PLP: PARCEL NO. 542 N 544812.6018 E 563080.8519
PLP: PARCEL NO. 543 N 544732.5171 E 563356.4181



FILED MAP
DRAWER 17
UNIT 1
PARCELS A,B,C,D AND N

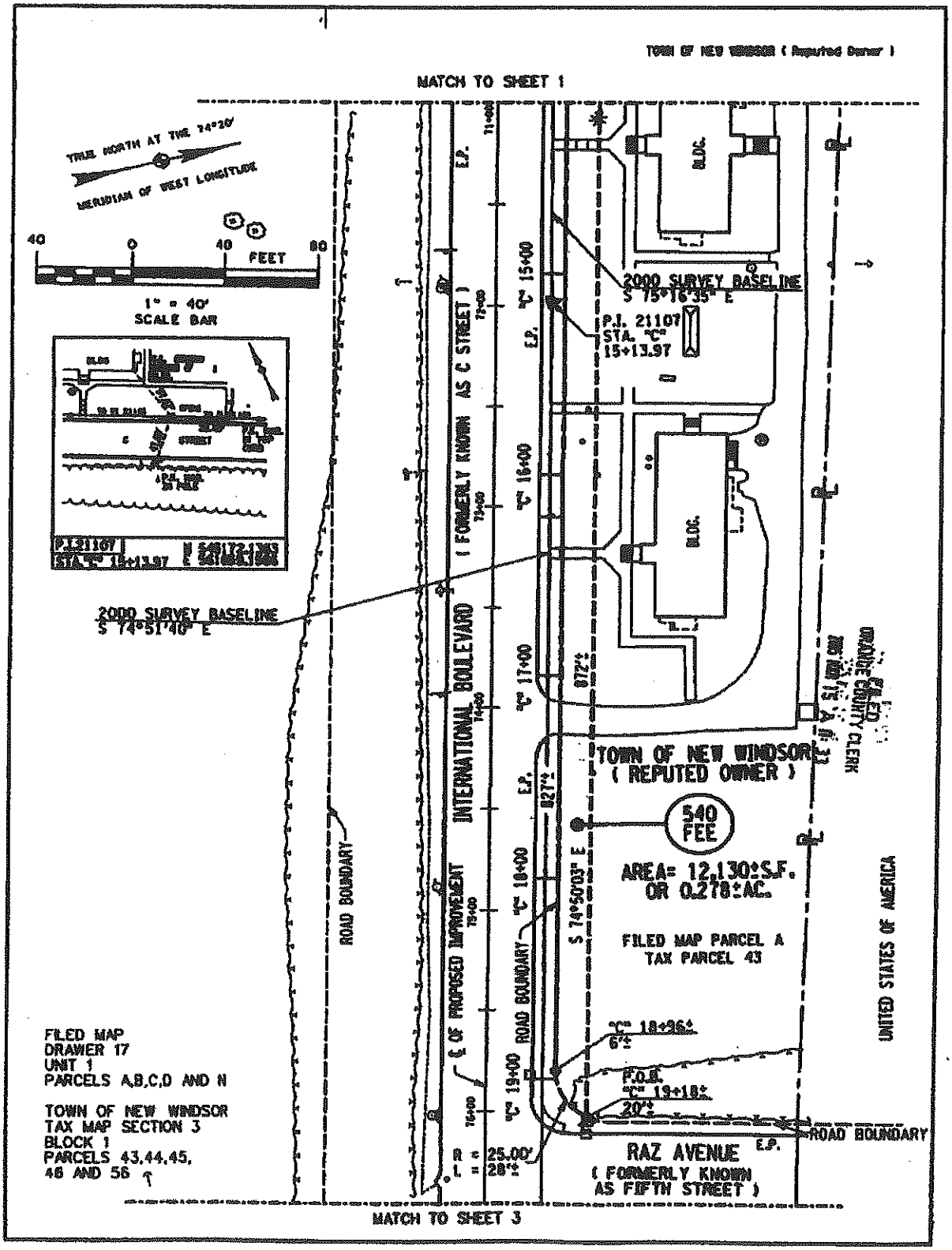
TOWN OF NEW WINDSOR
TAX MAP SECTION 3
BLOCK 1
PARCELS 43,44,45,
46 AND 56

20050028223

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 2 OF 8 SHEETS

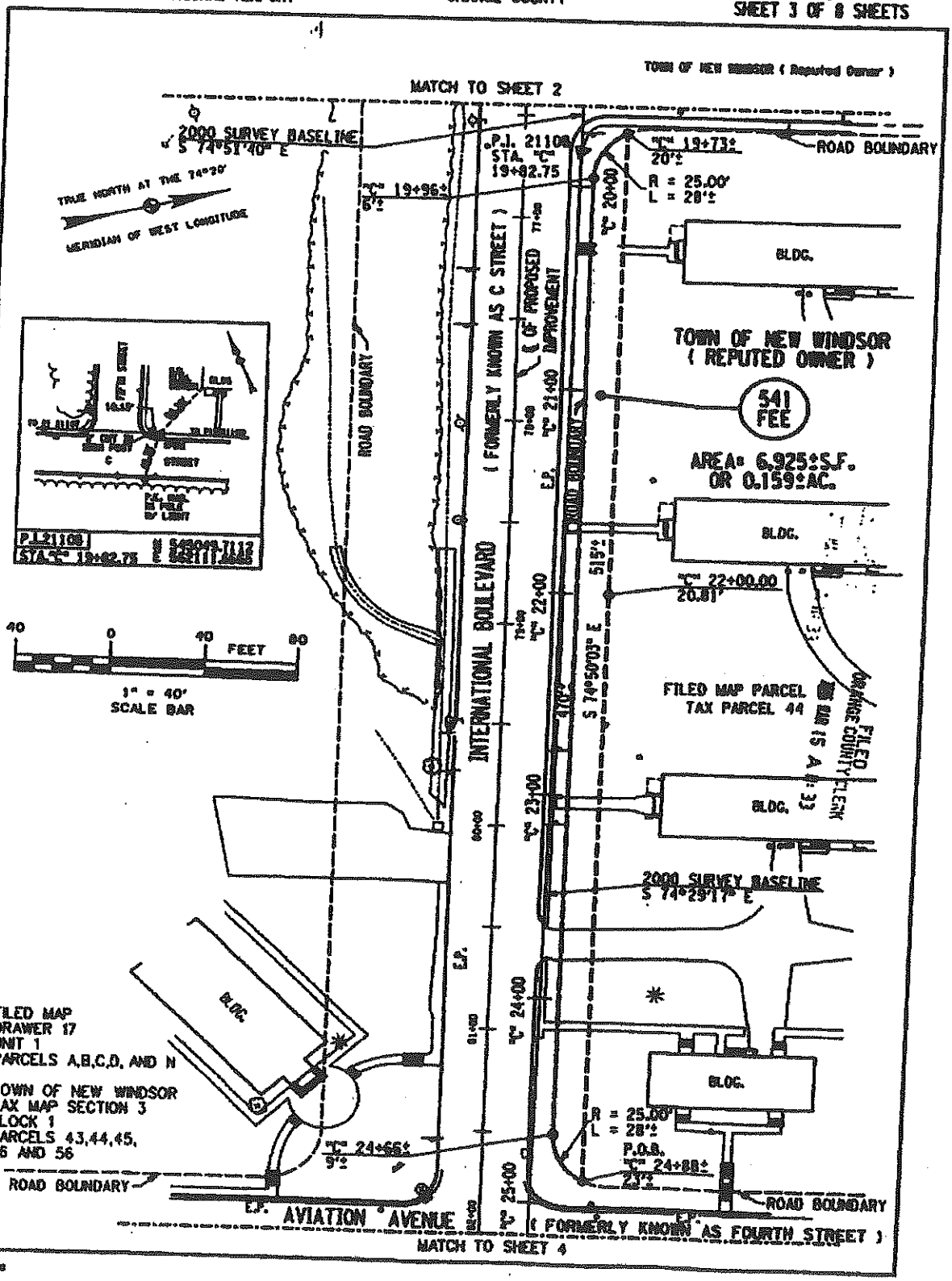


200500028223

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 3 OF 8 SHEETS

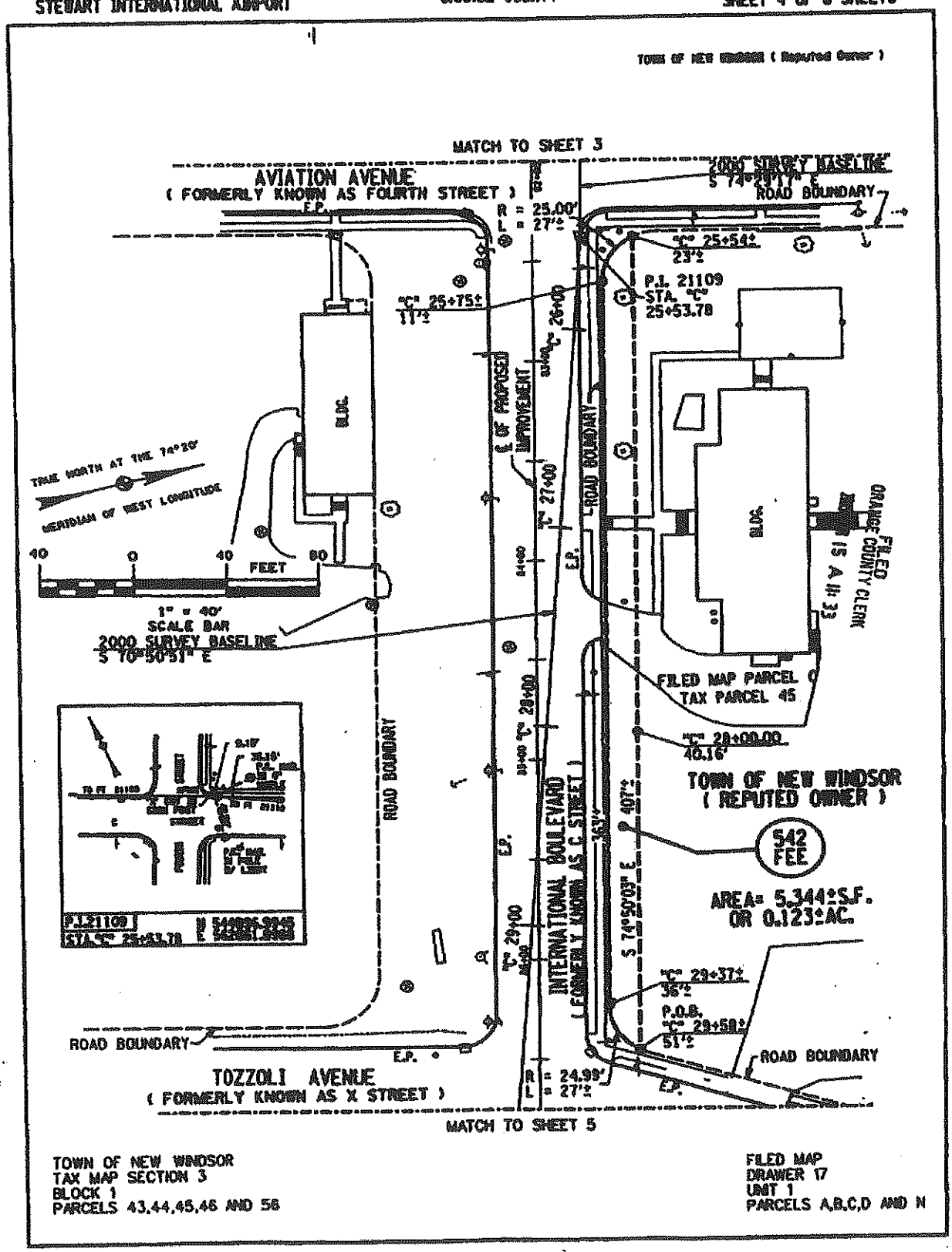


INSTR # 02E223 Page 5 of 10

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 4 OF 8 SHEETS



TOWN OF NEW WINDSOR
TAX MAP SECTION 3
BLOCK 1
PARCELS 43,44,45,46 AND 58

FILED MAP
DRAWER 17
UNIT 1
PARCELS A,B,C,D AND N

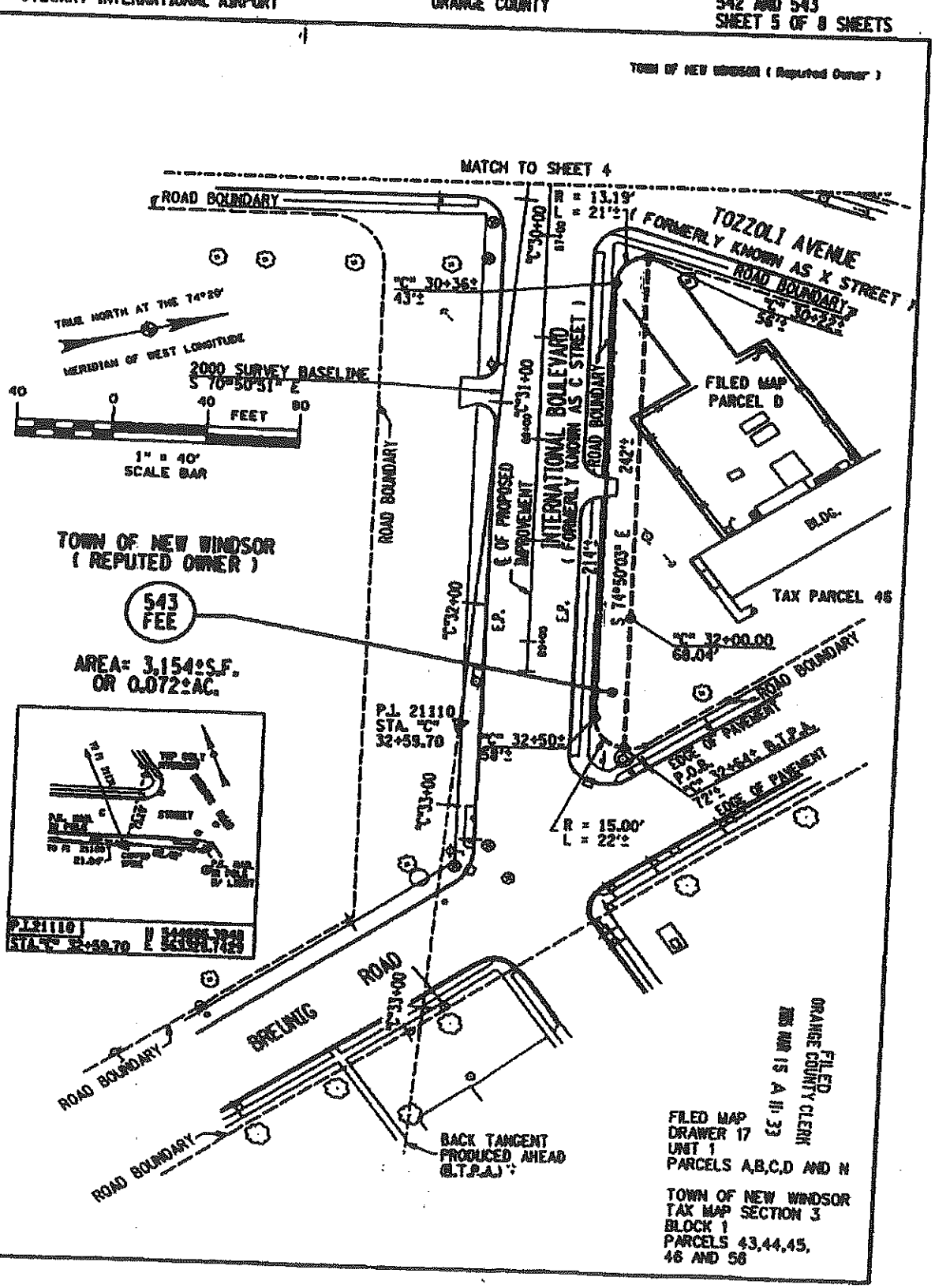
INSTR # 928223 Page 6 Of 10

20050028223

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 5 OF 8 SHEETS



INSTR # 20050028223 Page 7 of 10

2005002822 3

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 6 OF 8 SHEETS

TOWN OF NEW WINDSOR (Reputed Owner)

All those pieces or parcels of property hereinafter designated as Parcel Nos. 539, 540, 541, 542 and 543, being a portion of Parcels A, B, C, D, and N, as shown on a map entitled "Town of New Windsor Land Acquisitions, Stewart Army Subpost, Stewart International Airport", made by Zaback Surveying, dated September 1999, filed in the Orange County Clerk's Office on November 15, 1999 as Unit 1, in Drawer 17, also being a portion of Section 3, Block 1, Parcels 43, 44, 45, 46 and 56, as shown on the Official Tax Map, dated September 24, 1957 and last revised March 1, 2001, situate in the Town of New Windsor, County of Orange, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 539

Beginning at a point on the westerly boundary of the existing Airport Center Road (formerly known as Sixth Street), said point being 62± feet distant southerly, measured at right angles, from Station "C" 9+98± Forward Tangent Produced Back (F.T.P.B.) of the hereinafter described survey baseline for the construction of airport access road; thence North 74°50' 03" West, through the property of the Town of New Windsor (reputed owner), passing through a point 62.20 feet distant southerly, measured at right angles, from Station "C" 9+85.00 Forward Tangent Produced Back of said baseline, 33± feet to a point on the division line between property of the Town of New Windsor (reputed owner) on the east and the property of the New York City Department of Environmental Protection (reputed owner) on the west, said point being 62± feet distant southerly, measured at right angles, from Station "C" 9+65± Forward Tangent Produced Back of said baseline; thence northerly along said division line 86± feet to a point 24± feet distant northerly, measured at right angles, from Station "C" 9+66± Forward Tangent Produced Back of said baseline; thence South 74°50' 03" East, through the property of the Town of New Windsor (reputed owner), passing through a point 23.80 feet distant northerly, measured at right angles, from Station "C" 9+85.00 Forward Tangent Produced Back of said baseline, 28± feet to a point on the westerly boundary of said Airport Center Road, said point being 24± feet distant northerly, measured at right angles, from Station "C" 9+94± Forward Tangent Produced Back of said baseline; thence southerly along the westerly boundary of said Airport Center Road 86± feet to the point of beginning; being 2,597 square feet or 0.060 acre more or less.

Parcel No. 540

Beginning at a point on the westerly boundary of the existing Raz Avenue (formerly known as Fifth Street), said point being 20± feet distant northerly, measured at right angles, from Station "C" 19+18± of the hereinafter described survey baseline for the construction of airport access road; thence westerly along the westerly boundary of said Raz Avenue, on a curve to the right, with a radius of 25.00 feet, a distance of 28± feet, to its intersection with the northerly boundary of the existing International Boulevard (formerly known as C Street), said point being 6± feet distant northerly, measured at right angles, from Station "C" 18+96± of said baseline; thence along the northerly boundary of said International Boulevard the following two (2) courses and distances: 1) westerly, 827± feet to a point 9± feet distant northerly, measured at right angles, from Station "C" 10+69± of said baseline; and 2) northwesterly, along a curve to the right, with a radius of 25.00 feet, a distance of 28± feet to a point 23± feet distant northerly, measured at right angles, from Station "C" 10+46± of said baseline; thence South 74°50' 03" East, through the property of the Town of New Windsor (reputed owner), passing through a point 21.37 feet distant northerly, measured at right angles, from Station "C" 13+00.00 of said baseline, 872± feet to the point of beginning; being 12,130 square feet or 0.278 acre more or less.

Parcel No. 541

Beginning at a point on the westerly boundary of the existing Aviation Avenue (formerly known as Fourth Street), said point being 29± feet distant northerly, measured at right angles, from Station "C" 24+88± of the hereinafter described survey baseline for the construction of airport access road; thence westerly along the westerly boundary of said Aviation Avenue, on a curve to the right, with a radius of 25.00 feet, a distance of 28± feet, to its intersection with the northerly boundary of the existing International Boulevard (formerly known as C Street), said point being 9± feet distant northerly, measured at right angles, from Station "C" 24+66± of said baseline; thence westerly along the northerly boundary of said International Boulevard 470± feet to its intersection with the easterly boundary of the existing Raz Avenue (formerly known as Fifth Street), said point being 6± feet distant northerly, measured at right angles, from Station "C" 19+96± of said baseline; thence northwesterly, along the easterly boundary of said Raz Avenue, on a curve to the right, with a radius of 25.00 feet, a distance of 28± feet to a point 20± feet distant northerly, measured at right angles, from Station "C" 19+73± of said baseline; thence South 74°50' 03" East, through the property of the Town of New Windsor (reputed owner), passing through a point 20.81 feet distant northerly, measured at right angles, from Station "C" 22+00.00 of said baseline, 515± feet to the point of beginning; being 6,925 square feet or 0.159 acre more or less.

FILED
ORANGE COUNTY CLERK
2005 MAR 15 A 11:33

200500028223

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 7 OF 8 SHEETS

TOWN OF NEW WINDSOR (Reputed Owner)

Parcel No. 542

Beginning at a point on the westerly boundary of the existing Tozzoli Avenue (formerly known as X Street), said point being 51± feet distant northerly, measured at right angles, from Station "C" 29+58± of the hereinafter described survey baseline for the construction of airport access road; thence westerly along the westerly boundary of said Tozzoli Avenue, on a curve to the right, with a radius of 24.99 feet, a distance of 27± feet, to its intersection with the northerly boundary of the existing International Boulevard (formerly known as C Street), said point being 36± feet distant northerly, measured at right angles, from Station "C" 29+37± of said baseline; thence westerly along the northerly boundary of said International Boulevard 363± feet to its intersection with the easterly boundary of the existing Aviation Avenue (formerly known as Fourth Street), said point being 11± feet distant northerly, measured at right angles, from Station "C" 25+75± of said baseline; thence northwesterly, along the easterly boundary of said Aviation Avenue, on a curve to the right, with a radius of 25.00 feet, a distance of 27± feet to a point 23± feet distant northerly, measured at right angles, from Station "C" 25+54± of said baseline; thence South 74°50'03" East, through the property of the Town of New Windsor (reputed owner), passing through a point 40.16 feet distant northerly, measured at right angles, from Station "C" 28+00.00 of said baseline, 407± feet to the point of beginning; being 5,344 square feet or 0.123 acre more or less.

Parcel No. 543

Beginning at a point on the northerly boundary of the existing International Boulevard (formerly known as C Street), said point being 72± feet distant northerly, measured at right angles, from Station "C" 32+64± Back Tangent Produced Ahead (B.T.P.A.) of the hereinafter described survey baseline for the construction of airport access road; thence along the northerly boundary of said International Boulevard the following two (2) courses and distances: 1) southwesterly on a curve to the right, with a radius of 15.00 feet, a distance of 22± feet, to a point 58± feet distant northerly, measured at right angles, from Station "C" 32+50± of said baseline; and 2) westerly, 214± feet to its intersection with the easterly boundary of the existing Tozzoli Avenue (formerly known as X Street), said point being 43± feet distant northerly, measured at right angles, from Station "C" 30+36± of said baseline; thence westerly along the easterly boundary of said Tozzoli Avenue, on a curve to the right, with a radius of 13.19 feet, a distance of 21± feet to a point 56± feet distant northerly, measured at right angles, from Station "C" 30+22± of said baseline; thence South 74°50'03" East, through the property of the Town of New Windsor (reputed owner), passing through a point 68.04 feet distant northerly, measured at right angles, from Station "C" 32+00.00 of said baseline, 242± feet to the point of beginning; being 3,154 square feet or 0.072 acre more or less.

FILED
ORANGE COUNTY CLERK
2005 MAR 15 A 11:33

INSTR # 200228223 Page 6 of 10

20050028223

STEWART INTERNATIONAL AIRPORT

PIN 8062.05
ORANGE COUNTY

MAP NO. 511
PARCEL NOS. 539,540,541,
542 AND 543
SHEET 8 OF 8 SHEETS

The above mentioned survey baseline is a portion of the 2000 survey baseline for the construction of airport access road, as shown on a map and plan on file in the Office of the State Department of Transportation and described as follows:

Beginning at Station "C" 10+00.00; thence South 75°16'35" East to Station "C" 15+13.97; thence South 74°51'40" East to Station "C" 19+82.75; thence South 74°29'17" East to Station "C" 25+53.78; thence South 70°50'51" East to Station "C" 32+59.70.

All bearings referred to True North at the 74°20' Meridian of West Longitude.

FILED
ORANGE COUNTY CLERK
2005 MAR 15 A 11:33

Unauthorized alteration or addition to a survey map bearing a licensed surveyor's seal is a violation of Section 7209, Subdivision 2 of the New York State Education Law.

I hereby certify that the property described and mapped above is necessary for this project, and the acquisition thereof is recommended.

Date August 26 2002

Phillips C. Crawker, Regional Design Engineer
for the Regional Director of Transportation
Region No. 8

STATE OF NEW YORK
SANG YOUNG KIM
049071
LICENSED LAND SURVEYOR

I hereby certify that this map was prepared in accordance with all current NYSDOT policies, standards and procedures.

Date August 2 2002

Sang Y. Kim, Land Surveyor
P.L.S. License No. 49071

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY

Map No. 511
Parcel Nos. 539, 540, 541,
542 AND 543

STEWART INTERNATIONAL AIRPORT
ORANGE COUNTY

Total Area = 30,150± S.F.
OR 0.692± ACRE

TOWN OF NEW WINDSOR
(Reputed Owner)

Description and map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to statutes set forth above and the authority delegated to me by official order of the Commissioner of Transportation, the above description and map are hereby officially approved, and said description and the original tracing of this map are hereby officially filed in the Office of the State Department of Transportation.

Date September 30 2002

Richard J. Morris, Director, Real Estate Division

I have compared the foregoing copy of description and map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of said original and of the whole thereof.

Real Estate Division

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

97-1-24

First Columbia International Group, LLC

TO

SCC Canyon II, LLC

SECTION 3 BLOCK 1 LOT 50,31

RECORD AND RETURN TO:
(name and address)

EASTERN TITLE AGENCY, INC.
2 INDUSTRIAL WAY WEST
P.O. BOX 338
EATONTOWN, NEW JERSEY 07724

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED C J MORTGAGE ____ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

PROPERTY LOCATION

___2089	BLOOMING GROVE (TN)	
___2001	WASHINGTONVILLE (VLG)	
___2289	CHESTER (TN)	
___2201	CHESTER (VLG)	
___2489	CORNWALL (TN)	
___2401	CORNWALL (VLG)	
___2600	CRAWFORD (TN)	
___2800	DEERPARK (TN)	
___3089	GOSHEN (TN)	
___3001	GOSHEN (VLG)	
___3003	FLORIDA (VLG)	
___3005	CHESTER (VLG)	
___3200	GREENVILLE (TN)	
___3489	HAMPTONBURGH (TN)	
___3401	MAYBROOK (VLG)	
___3689	HIGHLANDS (TN)	
___3601	HIGHLAND FALLS (VLG)	
___3889	MINISINK (TN)	
___3801	UNIONVILLE (VLG)	
___4089	MONROE (TN)	
___4001	MONROE (VLG)	
___4003	HARRIMAN (VLG)	
___4005	KIRYAS JOEL (VLG)	
___4289	MONTGOMERY (TN)	
___4201	MAYBROOK (VLG)	
___4203	MONTGOMERY (VLG)	
___4205	WALDEN (VLG)	
___4489	MOUNT HOPE (TN)	
___4401	OTISVILLE (VLG)	
___4600	NEWBURGH (TN)	
X 4800	NEW WINDSOR (TN)	
___5089	TUXEDO (TN)	
___5001	TUXEDO PARK (VLG)	
___5200	WALLKILL (TN)	
___5489	WARWICK (TN)	
___5401	FLORIDA (VLG)	
___5403	GREENWOOD LAKE (VLG)	
___5405	WARWICK (VLG)	
___5600	WAWAYANDA (TN)	
___5889	WOODBURY (TN)	
___5801	HARRIMAN (VLG)	

CITIES

___0900	MIDDLETOWN
___1100	NEWBURGH
___1300	PORT JERVIS
___9999	HOLD

NO PAGES 12 CROSS REF. _____
CERT.COPY _____ ADD'L X-REF. _____
MAP# _____ PGS. _____

PAYMENT TYPE: CHECK ✓
CASH _____
CHARGE _____
NO FEE _____

Taxable CONSIDERATION $ 10,633,333.00
TAX EXEMPT _____
Taxable MORTGAGE AMT. $ _____

MORTGAGE TAX TYPE:
___ (A) COMMERCIAL/FULL 1%
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR. UNION
___ (J) NAT.PER-CR.UN/1 OR 2
___ (K) CONDO

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Eastern Title

RECORDED/FILED
09/11/2006/ 14:24:10
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY

FILE # 20060098729
DEED C / BK 12252 PG 1514
RECORDING FEES 231.00
TTX# 001341 T TAX 42,534.00
Receipt#629147 maryp

THIS INDENTURE, Made the 31st day of July, 2006

BETWEEN First Columbia International Group LLC, a New York limited liability company, having an address at 22 Century Hill Drive, Latham, New York 12110,

party of the first part, and

SCC-Canyon II, LLC, a Delaware limited liability company, having an address at 401 Wilshire Boulevard, Ste. 850, Santa Monica, California 90401,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100 Dollars, ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, 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 lot, piece or parcel of land, situate in the Town of New Windsor, County of Orange and State of New York, designated and shown as Lot 1 on a map entitled "Minor Subdivision Plan for K. Hovnanian Companies The Grove at New Windsor" made by Maser Consulting P.A. dated July 21, 2005 and filed in the Orange County Clerk's Office on July 24, 2006 as Map No. 666-06 ("Subdivision Map") and being more particularly bounded and described on Schedule "A" annexed hereto and made a part hereof ("Conveyed Property").

***TOGETHER** with an easement for the installation, maintenance , repair and replacement of a sanitary sewer line over Lot 4 as shown on the Subdivision Map and being more particularly described in Schedule B attached hereto. The party of the first part reserves the right upon prior reasonable notice and after obtaining all applicable governmental approvals to relocate the sewer line easement and to obtain the approval of SCC-Canyon II, LLC so long as it owns any portion of the Conveyed Property as to such relocation, which approval shall not be unreasonably withheld, conditioned or delayed.*

This conveyance is made subject to enforceable covenants, conditions, restrictions and easements of record.

Subject and reserving to the party of the first part the following:

A. An easement for ingress, egress and general utility purposes over World Trade Way being 60 feet wide and for a distance of 625.00± feet running southerly from its intersection with Airport Center Drive as an easement appurtenant to the lands of the party of the first part westerly adjacent to World Trade Way, and being more particularly described in Schedule C attached hereto.

B. A water line easement for the right, subject to obtaining all applicable governmental approvals, to tap into the pressurized water line to be constructed by K. Hovnanian Developments of New York, Inc. ("KHOV") along Hudson Valley Avenue as shown on the approval site plan for The Grove at New Windsor and for the easement and right to extend such water line to the retained lands of the party of the first part, at no cost or expense to the party of the second part. Such easement shall be an easement appurtenant to the retained lands of the party of the first part and an easement in gross such that the party of the first party may dedicate the water line to the Town of New Windsor.

The Conveyed Property is transferred subject to the following restrictive covenants: the Conveyed Property shall be improved (a) in accordance with the approved site plans for The Grove at New Windsor and (b) with the building elevations and exterior materials approved by the party of the first part. Unless the party of the first party shall notify KHOV and the party of the second part otherwise as to non-compliance, this covenant and agreement shall be deemed to have been complied with upon the issuance of a certificate of occupancy for each condominium building at The Grove and shall be extinguished when the certificate of occupancy is issued for the last condominium building at The Grove.

It is intended with this deed to release and convey to the party of the second part the leasehold interest in the Conveyed Property of the party of the first part created pursuant to that certain lease agreement between the Town of New Windsor as landlord and the party of the first part as tenant dated November 23, 1999 ("Lease") a memorandum of which is recorded in the Orange County Clerk's Office on May 7, 2001 in Book 5516 of deeds page 98. It is intended that simultaneous with the delivery of this deed of the Conveyed Property, the Town of New Windsor will deliver a deed to the party of the second part of its fee simple interest in the Conveyed Property and by such deed and with this deed the fee simple and leasehold interests in and to the Conveyed Property shall merge and the party of the second part shall be the owner in fee simple of the

Conveyed Property fee [illegible] clear of the Lease, but subject however to the Perf[illegible]nce and Development Standards for New York International Plaza recorded in Book 5516 of deeds page 125, which standards, may be enforced by the party of the first part.

The Conveyed Property is part of a 220± acre development known as New York International Plaza for which a master plan for retail, office, commercial and residential uses has been approved by the Town of New Windsor Planning Board on August 27, 2003, as the same may be modified from time to time ("Master Plan"). The party of the second part, its grantees, successors and assigns and all unit owners of The Grove Residential Condominium comprising the Conveyed Property covenant and agree that they shall have record notice of this Master Plan and shall have no standing before any governmental body, agency, development or court to object to any use, or layout thereof, which may be proposed or established consistent with the Master Plan. By accepting a deed to any condominium unit, the unit owner acknowledges that foregoing notice and restriction as part of the public record and in the chain of title to such unit and consents to any such use or layout. The provisions of this paragraph shall constitute a covenant running with the land and binding upon the party of the second part and every subsequent owner of any portion of the Conveyed Property and with the recording of this deed all subsequent owners of any portion of the Conveyed Property shall take record with notice of this restriction and covenant.

***TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premise.,*

***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 the 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 read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

First Columbia International Group LLC

By [signature]
Christopher J. Bette, Authorized Member

State of New York)
) ss.:
County of Albany *)*

On the 31st *day of* July *in the year 2006, before me, the undersigned, personally appeared Christopher J. Bette, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.*

[signature]
Notary Public

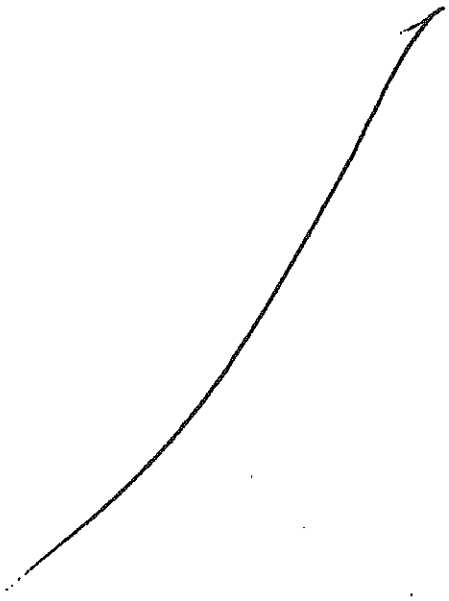
3482-05 B&S Deed (First Columbia)/L

ROBB HENGERER
Notary Public, State of New York
Qualified [illegible] County
No 01HE6087777
Commission Expires February 24, 2007

ROBB HENGERER
Notary Public, State of New York
Qualified [illegible] County
Commission Expires February 24, 20[illegible]

Stewart Mansion Prevost Redgrave Title Agency, Inc.

SCHEDULE A



All that certain lot, tract or parcel of land situate, lying and being in the Town of New Windsor, in the County of Orange and the State of New York and being Lot 1 of a subdivision of Tax Lot 50.31, Block 1 in Section 3, lands now or formerly of the Town of New Windsor, as shown on a map entitled "Minor Subdivision Plat for The Grove At New Windsor", dated 7-21-05, prepared by Maser Consulting, P.A., and filed in the Orange County Clerk's Office as Filed Map #666-06 on 7-24-06 and being bounded and described as follows, to wit:

BEGINNING at a point on the easterly line of Jackson Avenue, said point being the southwesterly most corner of tax lot 3-1-50.33, lands now or formerly of the Town of New Windsor, said corner being a common corner with tax lot 3-1-50.31, lands now or formerly of the Town of New Windsor as shown on the aforesaid map by Maser Consulting, P.A. and running thence-

1. **N 84° 46' 00" E, 337.91 feet** along the southerly most line of the aforesaid tax lot 3-1-50.33 to an angle point on the existing westerly line of World Trade Way (f.k.a. "D" Street) (a portion thereof to be abandoned by the Town of New Windsor), said point being the southeasterly most corner of the said tax lot 3-1-50.33, thence-

2. **N 05° 14' 00" W, 675.85 feet** along the easterly line of the aforesaid tax lot 3-1-50.33 and along the easterly line of tax lot 3-1-50.34, lands now or formerly of the Town of New Windsor, said line also being the westerly line of the proposed abandonment of the aforesaid World Trade Way as shown on a map entitled "World Trade Way Abandonment Plan for K. Hovnanian Companies", dated 10-7-05, prepared by Maser Consulting P.A. to a point of curvature on the same, thence-

3. **NORTHWESTERLY** on a non-tangent arc having a radius of **174.42 feet** and curving to the left an arc distance of **99.90 feet** (Central Angle 32° 49' 00") (said arc being connected by a chord bearing **N 21° 38' 20" W** and a chord distance of **98.54 feet**) along the aforesaid easterly line of tax lot 3-1-50.34 and also being the aforesaid westerly line of the proposed abandonment of World Trade Way to an angle point on the same, thence-

4. **N 86° 31' 55" E, 92.89 feet** crossing the existing R.O.W. of the aforesaid World Trade Way to a point on the southerly line of Airport Center Drive (50 feet wide) said point also being a point of curvature on the same, thence-

5. **NORTHEASTERLY** on a non-tangent arc having a radius of **424.70 feet** and curving to the right an arc distance of **155.37 feet** (Central Angle 20° 57' 40") (said arc being connected by a chord bearing **N 17° 42' 44" E** and a chord distance of **154.51 feet**) along the aforesaid southerly line of Airport Center Drive to an angle point on the same, thence through the lands of the aforesaid tax lot 3-1-50.31 the following two (2) courses-

6. **S 36° 48' 43" E, 258.93 feet** to an angle point, thence-

7. N 61° 53' 01" E, 180.52 feet to an angle point on the westerly line of London Avenue (f.k.a. Reservoir Road) (50 feet wide), thence-

8. S 00° 31' 00" W, 248.03 feet along the aforesaid westerly line of London Avenue to a point of curvature on the same, thence-

9. SOUTHEASTERLY on an arc having a radius of 555.54 feet and curving to the left an arc distance of 166.29 feet (Central Angle 17° 09' 01") (said arc being connected by a chord bearing S 08° 03' 30" E and a chord distance of 165.67 feet) still along the aforesaid westerly line of London Avenue to an angle point on the same, thence-

10. S 16° 38' 00" E, 453.11 feet still along the aforesaid westerly line of London Avenue to an angle point on the northerly most line of tax lot 3-1-50.1, lands now or formerly of the Town of New Windsor, as shown on the aforesaid map by Maser Consulting, P.A., thence-

11. S 72° 41' 03" W, 34.74 feet along the aforesaid northerly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

12. S 32° 10' 00" W, 100.89 feet along the northwesterly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

13. S 17° 58' 50" E, 342.20 feet along the westerly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

14. S 48° 51' 12" E, 165.08 feet along the southwesterly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

15. N 75° 45' 26" E, 291.77 feet along the southerly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

16. N 16° 07' 26" W, 302.54 feet along the easterly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

17. S 74° 00' 03" W, 15.89 feet along the easterly bounds of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

18. N 16° 14' 02" W, 286.92 feet partially along the easterly line of the aforesaid tax lot 3-1-50.1 and continuing into the lands of the aforesaid tax lot 3-1-50.31 to an angle point and continuing through the lands of said tax lot 3-1-50.31 the following four (4) courses-

19. S 73° 39' 28" W, 130.08 feet to an angle point, thence-

20. N 16° 14' 02" W, 134.47 feet to an angle point, thence-

21. N 73° 39' 28" E, 130.00 feet to an angle point, thence-

22. S 77° 57' 09" E, 368.14 feet to an angle point on the westerly line of Hudson Valley Avenue (f.k.a. Fourth Street) (60 feet wide) as shown on the aforesaid map by Maser Consulting, P.A., thence-

23. S 19° 39' 00" E, 241.43 feet along the westerly line of the aforesaid Hudson Valley Avenue to a point of curvature on the same, thence-

24. SOUTHEASTERLY on an arc having a radius of 850.31 feet and curving to the right an arc distance of 198.87 feet (Central Angle 13° 24' 01") (said arc being connected by a chord bearing of S 12° 57' 00" E and a chord distance of 198.42 feet) still along the westerly line of the aforesaid Hudson Valley Avenue to a point on the same, thence-

25. S 06° 15' 00" E, 925.04 feet still along the aforesaid westerly line of Hudson Valley Avenue to an angle point on the same and continuing through the lands of the aforesaid tax lot 3-1-50.31 the following two (2) courses-

26. S 83° 45' 00" W, 163.12 feet to an angle point, thence-

27. S 68° 04' 59" W, 934.64 feet to an angle point on the westerly line of the aforesaid tax lot 3-1-50.31, said westerly line also being along the easterly line of Jackson Avenue as shown on the aforesaid map by Maser Consulting, P.A. and continuing along the said westerly line of tax lot 3-1-50.31 the following seven (7) courses-

28. N 36° 17' 00" W, 396.94 feet to an angle point, thence-

29. N 27° 29' 50" W, 313.12 feet to an angle point, thence-

30. N 16° 26' 00" W, 91.34 feet to an angle point, thence-

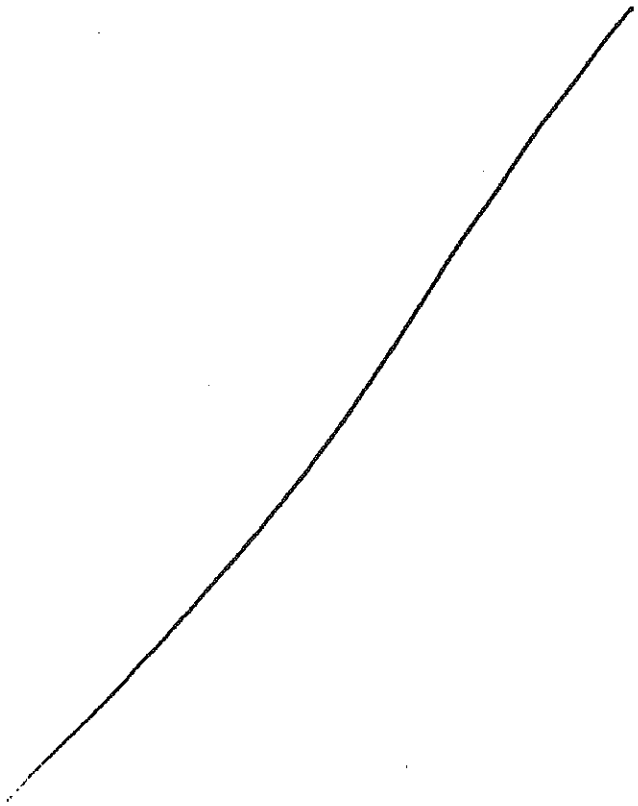
31. N 14° 12' 10" W, 490.41 feet to an angle point, thence-

32. N 12° 05' 40" W, 102.52 feet to an angle point, thence-

33. N 11° 07' 20" W, 180.76 feet to an angle point, thence-

34. N 11° 33' 20" W, 135.55 feet to the Point and Place of BEGINNING.

SCHEDULE B



MASER CONSULTING P.A.

Consulting, Municipal & Environmental Engineers
Planners ▪ Surveyors ▪ Landscape Architects

1607 Route 300, Suite 101
Newburgh, NY 12550
Tel: 845.564.4495 ▪ Fax: 845.564.0278
www.maserconsulting.com

DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED 20'
UTILITY EASEMENT
PROJECT NO. 05000993A
APRIL 11, 2006

All the certain lot, tract or parcel of land situate, lying and being in the Town of New Windsor, in the County of Orange and the State of New York and being a Proposed 20' Utility Easement through Proposed Lot 1 and Proposed Lot 4, as shown on a map entitled "Minor Subdivision Plat for K. Hovnanian Companies, The Grove at New Windsor", dated 7/21/05, last revised 2/3/06, prepared by Maser Consulting P.A., and being bounded and described as follows, to wit:

BEGINNING at a point being along the westerly line of the aforesaid Proposed Lot 1 of the aforesaid map by Maser Consulting, said point being **N 36° 17' 00" E, 19.31 feet** from the southwesterly most corner of the aforesaid Proposed Lot 1, said point also being along the easterly right-of-way of Jackson Avenue, and running thence-

1. **N 54° 22' 47" E, 20.76** feet to an angle point, thence-
2. **S 35° 31' 30" E, 55.39** feet crossing the shared line of the aforesaid Proposed Lot 1 and the aforesaid Proposed Lot 4 to an angle point, thence-
3. **S 59° 46' 19" E, 503.15** feet to an angle point, thence-
4. **S 30° 13' 41" W, 20.00** feet to an angle point, thence-
5. **N 59° 46' 19" W, 507.37** feet to an angle point, said point being along the westerly line of the aforesaid Proposed Lot 4, said point also being along the easterly line of the aforesaid Jackson Avenue, thence-
6. **N 36° 17' 00" W, 59.72** feet along the westerly line of the aforesaid Proposed Lot 4 crossing the shared line with the aforesaid Proposed Lot 1 and continuing along the westerly line of the aforesaid Proposed Lot 1 to the Point and Place of **BEGINNING.**

CONTAINING 11,278 square feet of land more or less/or 0.2589 acres of land more or less.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based on the aforesaid map by Maser Consulting P.A.

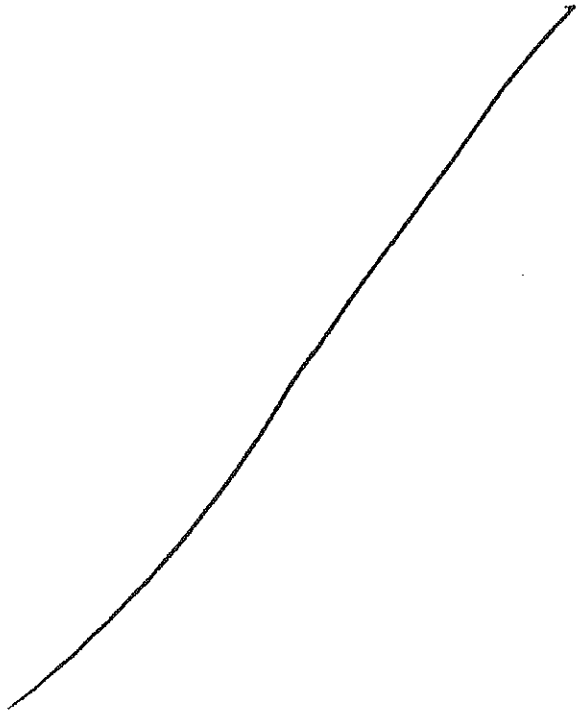
The above described Proposed 20' Utility Easement is subject to any easements that cross and/or abut said parcel.

4/11/06

RICHARD W. CARLSON, Jr. DATE
New York Land Surveyor Lic. No. 50595

I:\2005\05000993A\Descriptions\Metes & Bounds Descriptions\20' Utility Easement Description.doc

SCHEDULE C



MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects

1607 Route 300, Suite 101
Newburgh NY 12550
Tel: 845.564.4495 • Fax: 845.564.0278
www.maserconsulting.com

DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED ACCESS AND UTILITY EASEMENT TO BENEFIT TAX LOT 3-1-50.33
PROJECT NO. 05000993A
APRIL 10, 2006

All the certain lot, tract or parcel of land situate, lying and being in the Town of New Windsor, in the County of Orange and the State of New York and being a Proposed Access and Utility Easement to Benefit Tax Lot 3-1-50.33 through Proposed Lot 1, as shown on a map entitled "Minor Subdivision Plat for K. Hovnanian Companies, The Grove at New Windsor", dated 7/21/05, last revised 2/3/06, prepared by Maser Consulting P.A., and being bounded and described as follows, to wit:

BEGINNING at a point being the southeasterly most corner of Tax Lot 3-1-50.33, lands now or formerly owned by the Town of New Windsor, as shown on the aforesaid map by Maser Consulting, P.A., said point being along the westerly right-of-way of World Trade Way (width varies) formerly known as "D" Street, and running thence-

1. **N 05° 14' 00" W, 675.85 feet** along the existing westerly line of the aforesaid World Trade Way, to a point of curvature on the same, thence-

2. **NORTHWESTERLY** on a non-tangent arc having a radius of **174.42 feet** and curving to the left an arc distance of **99.90 feet** (Central Angle 32° 49' 00") (said arc being connected by a chord bearing **N 21° 38' 20" W** and a chord distance of **98.54 feet**) still along the aforesaid westerly line of World Trade Way to an angle point, thence-

3. **N 86° 31' 55" E, 92.89 feet** crossing the existing right-of-way of the aforesaid World Trade Way to a point on the southerly line of Airport Center Drive said point also being a point of curvature on the same, thence-

4. **SOUTHWESTERLY** on a non-tangent arc having a radius of **424.70 feet** and curving to the left an arc distance of **92.39 feet** (Central Angle 12° 27' 53") (said arc being connected by a chord bearing **S 00° 59' 57" W** and a chord distance of **92.21 feet**) along the aforesaid southerly line of Airport Center Drive to an angle point, thence-

5. **N 84° 45' 35" E, 5.00 feet** along a widening of the existing right-of-way of the aforesaid World Trade Way to a point on the existing easterly line of said right-of-way, thence-

6. **S 05° 14' 00" E, 675.85 feet** along the aforesaid easterly line of World Trade Way to an angle point on the same, thence-

7. **S 84° 46' 00" W, 60.00 feet** along the southerly most line of the aforesaid right-of-way of World Trade Way (width varies), to the Point and Place of **BEGINNING.**

CONTAINING 46,801 square feet of land more or less/or 1.0744 acres of land more or less.

.. ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

Town of
New Windsor
TO
SCC Canyon II, LLC

SECTION 3 BLOCK 1 LOT 5031

RECORD AND RETURN TO:
(name and address)

EASTERN TITLE AGENCY, INC.
2 INDUSTRIAL WAY WEST
P.O. BOX 336
EATONTOWN, NEW JERSEY 07724

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED C ___MORTGAGE___SATISFACTION___ASSIGNMENT___OTHER___

PROPERTY LOCATION

___2089 BLOOMING GROVE (TN)
___2001 WASHINGTONVILLE (VLG)
___2289 CHESTER (TN)
___2201 CHESTER (VLG)
___2489 CORNWALL (TN)
___2401 CORNWALL (VLG)
___2600 CRAWFORD (TN)
___2800 DEERPARK (TN)
___3089 GOSHEN (TN)
___3001 GOSHEN (VLG)
___3003 FLORIDA (VLG)
___3005 CHESTER (VLG)
___3200 GREENVILLE (TN)
___3489 HAMPTONBURGH (TN)
___3401 MAYBROOK (VLG)
___3689 HIGHLANDS (TN)
___3601 HIGHLAND FALLS (VLG)
___3889 MINISINK (TN)
___3801 UNIONVILLE (VLG)
___4089 MONROE (TN)
___4001 MONROE (VLG)
___4003 HARRIMAN (VLG)
___4005 KIRYAS JOEL (VLG)
___4289 MONTGOMERY (TN)
___4201 MAYBROOK (VLG)
___4203 MONTGOMERY (VLG)
___4205 WALDEN (VLG)
___4489 MOUNT HOPE (TN)
___4401 OTISVILLE (VLG)
___4600 NEWBURGH (TN)
X 4800 NEW WINDSOR (TN)
___5089 TUXEDO (TN)
___5001 TUXEDO PARK (VLG)
___5200 WALLKILL (TN)
___5489 WARWICK (TN)
___5401 FLORIDA (VLG)
___5403 GREENWOOD LAKE (VLG)
___5405 WARWICK (VLG)
___5600 WAWAYANDA (TN)
___5889 WOODBURY (TN)
___5801 HARRIMAN (VLG)

CITIES

___0900 MIDDLETOWN
___1100 NEWBURGH
___1300 PORT JERVIS

___9999 HOLD

NO PAGES 14 CROSS REF.___
CERT.COPY___ ADD'L X-REF.___
MAP#___PGS.___

PAYMENT TYPE: CHECK ✓
CASH___
CHARGE___
NO FEE___

Taxable
CONSIDERATION $ 5,316,667.00
TAX EXEMPT ___
Taxable
MORTGAGE AMT. $___

MORTGAGE TAX TYPE:

___ (A) COMMERCIAL/FULL 1%
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR. UNION
___ (J) NAT.PER-CR.UN/1 OR 2
___ (K) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Eastern Title.

RECORDED/FILED
09/11/2006/ 14:24:10
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY

FILE # 20060098730
DEED C / BK 12252 PG 1526
RECORDING FEES 237.00
TTX# 001342 T TAX 21,268.00
Receipt#629178 maryp

Form 8007/BARGAIN & SALE [illegible] WITH COVENANT AGAINST GRANTOR'S ACTS-IND. OR CORP.

'amps $. **THIS INDENTURE,** Made the 31st day of July 2006

BETWEEN *Town of New Windsor, a municipal corporation, having an address at 555 Union Avenue, New Windsor, NY 12553,*

party of the first part, and

SCC-Canyon II, LLC, a Delaware limited liability company, having an address at 401 Wilshire Boulevard, Ste. 850, Santa Monica, California 90401,

party of the second part,

WITNESSETH, *that the party of the first part, in consideration of ONE and 00/100 Dollars, ($1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, 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 lot, piece or parcel of land, situate in the Town of New Windsor, County of Orange and State of New York, designated and shown as Lot 1 on a map entitled "Minor Subdivision Plan for K. Hovnanian Companies The Grove at New Windsor" made by Maser Consulting P.A. dated July 21, 2005 and filed in the Orange County Clerk's Office on July 24, 2006 as Map No. 666-06 ("Subdivision Map") and being more particularly bounded and described on Schedule "A" annexed hereto and made a part hereof ("Conveyed Property").

Being part of the same premises conveyed to the party of the first part by deed dated November 1, 1999_ and recorded in the Orange County Clerk's Office on November 19, 1999 in Book No. 5189 of Deeds, at Page 161.

Subject and reserving unto the party of the first part certain easements for general utility purposes which easements are shown on the Subdivision Map referenced in Schedule A and which easements are more particularly described in Schedule B attached hereto. The party of the first part shall have the right to install, maintain, repair and replace utility lines and installations within the easement area

Subject and reserving unto the party of the first part an easement for general utility purposes to maintain, repair and replace utility lines situate in that portion of World Trade Way which has been discontinued and is included in this conveyance being 60 feet in width and shown on said Subdivision Map.

This conveyance is made subject to enforceable covenants, conditions, restrictions and easements of record.

This Conveyance is made subject to a lease agreement between the party of the first part as landlord and First Columbia International Group LLC as tenant dated November 23, 1999 ("Lease") a memorandum of which is recorded in the Orange County Clerk's Office on May 7, 2001 at Book No. 5516 of deeds page 98. It is intended that simultaneous with the delivery of this deed of the Conveyed Property First Columbia International Group LLC will deliver a conveyance to the party of the second part of the Conveyed Property and by such conveyance and this deed the fee simple and leasehold interests in and to the Conveyed Property shall merge and the party of the second party shall be the owner in fee simple and clear of the Lease, but subject however to the Performance and Development Standards for New York International Plaza recorded in Book No. 5516 of deeds page 125.

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.

This conveyance is made pursuant to a resolution of the Town Board of the Town of New Windsor duly adopted April 6, 2005. The Conveyed Property was formerly known as West Hills but is now known as The Grove at New Windsor.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF: *Town of New Windsor*

By George A. Green
George Green, Town Supervisor

State of New York)
) ss.:
County of Orange *)*

On the 31st *day of* July *in the year 2006, before me, the undersigned, personally appeared George Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.*

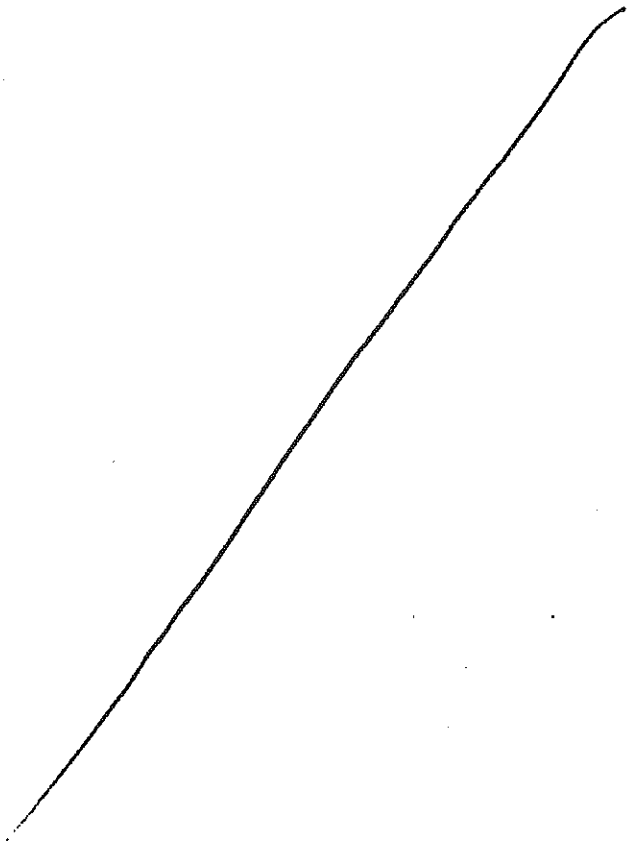
Jessica T. Marina
Notary Public

Jessica T. Marina
Notary Public, State of New York
No. 01MA5016619
Qualified in Orange County
Commission Expires Aug. 16, 2009

Stewart Morrison Provost Redgrave Title Agency, Inc.

3482-05 B&S Deed (Town of New Windsor)/L

SCHEDULE A



All that certain lot, tract or parcel of land situate, lying and being in the Town of New Windsor, in the County of Orange and the State of New York and being Lot 1 of a subdivision of Tax Lot 50.31, Block 1 in Section 3, lands now or formerly of the Town of New Windsor, as shown on a map entitled "Minor Subdivision Plat for The Grove At New Windsor", dated 7-21-05, prepared by Maser Consulting, P.A., and filed in the Orange County Clerk's Office as Filed Map #666-06 on 7-24-06 and being bounded and described as follows, to wit:

BEGINNING at a point on the easterly line of Jackson Avenue, said point being the southwesterly most corner of tax lot 3-1-50.33, lands now or formerly of the Town of New Windsor, said corner being a common corner with tax lot 3-1-50.31, lands now or formerly of the Town of New Windsor as shown on the aforesaid map by Maser Consulting, P.A. and running thence-

1. **N 84° 46' 00" E, 337.91** feet along the southerly most line of the aforesaid tax lot 3-1-50.33 to an angle point on the existing westerly line of World Trade Way (f.k.a. "D" Street) (a portion thereof to be abandoned by the Town of New Windsor), said point being the southeasterly most corner of the said tax lot 3-1-50.33, thence-

2. **N 05° 14' 00" W, 675.85** feet along the easterly line of the aforesaid tax lot 3-1-50.33 and along the easterly line of tax lot 3-1-50.34, lands now or formerly of the Town of New Windsor, said line also being the westerly line of the proposed abandonment of the aforesaid World Trade Way as shown on a map entitled "World Trade Way Abandonment Plan for K. Hovnanian Companies", dated 10-7-05, prepared by Maser Consulting P.A. to a point of curvature on the same, thence-

3. **NORTHWESTERLY** on a non-tangent arc having a radius of **174.42** feet and curving to the left an arc distance of **99.90** feet (Central Angle 32° 49' 00") (said arc being connected by a chord bearing **N 21° 38' 20" W** and a chord distance of **98.54 feet**) along the aforesaid easterly line of tax lot 3-1-50.34 and also being the aforesaid westerly line of the proposed abandonment of World Trade Way to an angle point on the same, thence-

4. **N 86° 31' 55" E, 92.89** feet crossing the existing R.O.W. of the aforesaid World Trade Way to a point on the southerly line of Airport Center Drive (50 feet wide) said point also being a point of curvature on the same, thence-

5. **NORTHEASTERLY** on a non-tangent arc having a radius of **424.70** feet and curving to the right an arc distance of **155.37** feet (Central Angle 20° 57' 40") (said arc being connected by a chord bearing **N 17° 42' 44" E** and a chord distance of **154.51 feet**) along the aforesaid southerly line of Airport Center Drive to an angle point on the same, thence through the lands of the aforesaid tax lot 3-1-50.31 the following two (2) courses-

6. **S 36° 48' 43" E, 258.93** feet to an angle point, thence-

7. N 61° 53' 01" E, 180.52 feet to an angle point on the westerly line of London Avenue (f.k.a. Reservoir Road) (50 feet wide), thence-

8. S 00° 31' 00" W, 248.03 feet along the aforesaid westerly line of London Avenue to a point of curvature on the same, thence-

9. SOUTHEASTERLY on an arc having a radius of 555.54 feet and curving to the left an arc distance of 166.29 feet (Central Angle 17° 09' 01") (said arc being connected by a chord bearing S 08° 03' 30" E and a chord distance of 165.67 feet) still along the aforesaid westerly line of London Avenue to an angle point on the same, thence-

10. S 16° 38' 00" E, 453.11 feet still along the aforesaid westerly line of London Avenue to an angle point on the northerly most line of tax lot 3-1-50.1, lands now or formerly of the Town of New Windsor, as shown on the aforesaid map by Maser Consulting, P.A., thence-

11. S 72° 41' 03" W, 34.74 feet along the aforesaid northerly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

12. S 32° 10' 00" W, 100.89 feet along the northwesterly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

13. S 17° 58' 50" E, 342.20 feet along the westerly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

14. S 48° 51' 12" E, 165.08 feet along the southwesterly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

15. N 75° 45' 26" E, 291.77 feet along the southerly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

16. N 16° 07' 26" W, 302.54 feet along the easterly line of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

17. S 74° 00' 03" W, 15.89 feet along the easterly bounds of the aforesaid tax lot 3-1-50.1 to an angle point, thence-

18. N 16° 14' 02" W, 286.92 feet partially along the easterly line of the aforesaid tax lot 3-1-50.1 and continuing into the lands of the aforesaid tax lot 3-1-50.31 to an angle point and continuing through the lands of said tax lot 3-1-50.31 the following four (4) courses-

19. S 73° 39' 28" W, 130.08 feet to an angle point, thence-

20. N 16° 14' 02" W, 134.47 feet to an angle point, thence-

21. N 73° 39' 28" E, 130.00 feet to an angle point, thence-

22. S 77° 57' 09" E, 368.14 feet to an angle point on the westerly line of Hudson Valley Avenue (f.k.a. Fourth Street) (60 feet wide) as shown on the aforesaid map by Maser Consulting, P.A., thence-

23. S 19° 39' 00" E, 241.43 feet along the westerly line of the aforesaid Hudson Valley Avenue to a point of curvature on the same, thence-

24. SOUTHEASTERLY on an arc having a radius of 850.31 feet and curving to the right an arc distance of 198.87 feet (Central Angle 13° 24' 01") (said arc being connected by a chord bearing of S 12° 57' 00" E and a chord distance of 198.42 feet) still along the westerly line of the aforesaid Hudson Valley Avenue to a point on the same, thence-

25. S 06° 15' 00" E, 925.04 feet still along the aforesaid westerly line of Hudson Valley Avenue to an angle point on the same and continuing through the lands of the aforesaid tax lot 3-1-50.31 the following two (2) courses-

26. S 83° 45' 00" W, 163.12 feet to an angle point, thence-

27. S 68° 04' 59" W, 934.64 feet to an angle point on the westerly line of the aforesaid tax lot 3-1-50.31, said westerly line also being along the easterly line of Jackson Avenue as shown on the aforesaid map by Maser Consulting, P.A. and continuing along the said westerly line of tax lot 3-1-50.31 the following seven (7) courses-

28. N 36° 17' 00" W, 396.94 feet to an angle point, thence-

29. N 27° 29' 50" W, 313.12 feet to an angle point, thence-

30. N 16° 26' 00" W, 91.34 feet to an angle point, thence-

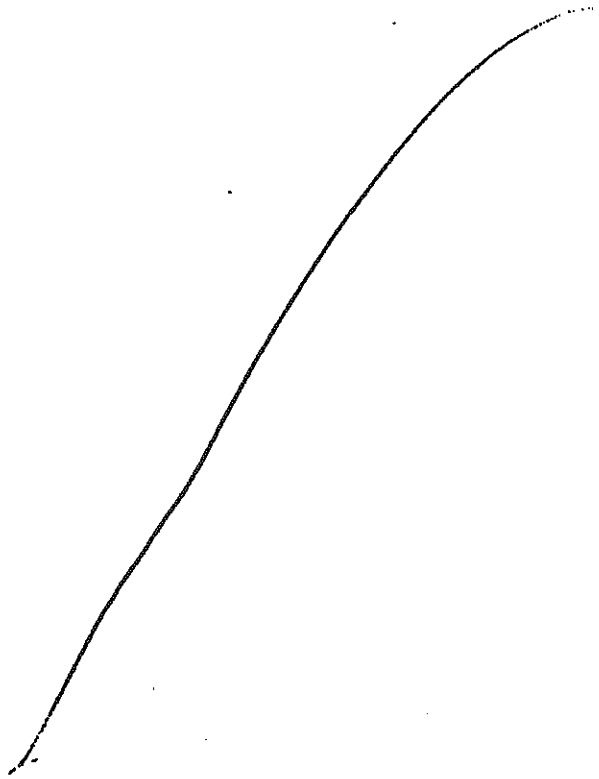
31. N 14° 12' 10" W, 490.41 feet to an angle point, thence-

32. N 12° 05' 40" W, 102.52 feet to an angle point, thence-

33. N 11° 07' 20" W, 180.76 feet to an angle point, thence-

34. N 11° 33' 20" W, 135.55 feet to the Point and Place of BEGINNING.

SCHEDULE B



MASER consulting P.A.
Consulting, Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects

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DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED ACCESS AND UTILITY EASEMENT TO BENEFIT TAX LOT 3-1-50.33
PROJECT NO. 05000993A
APRIL 10, 2006

All the certain lot, tract or parcel of land situate, lying and being in the Town of New Windsor, in the County of Orange and the State of New York and being a Proposed Access and Utility Easement to Benefit Tax Lot 3-1-50.33 through Proposed Lot 1, as shown on a map entitled "Minor Subdivision Plat for K. Hovnanian Companies, The Grove at New Windsor", dated 7/21/05, last revised 2/3/06, prepared by Maser Consulting P.A., and being bounded and described as follows, to wit:

BEGINNING at a point being the southeasterly most corner of Tax Lot 3-1-50.33, lands now or formerly owned by the Town of New Windsor, as shown on the aforesaid map by Maser Consulting, P.A., said point being along the westerly right-of-way of World Trade Way (width varies) formerly known as "D" Street, and running thence-

1. N 05° 14' 00" W, 675.85 feet along the existing westerly line of the aforesaid World Trade Way, to a point of curvature on the same, thence-

2. **NORTHWESTERLY** on a non-tangent arc having a radius of 174.42 feet and curving to the left an arc distance of 99.90 feet (Central Angle 32° 49' 00") (said arc being connected by a chord bearing N 21° 38' 20" W and a chord distance of 98.54 feet) still along the aforesaid westerly line of World Trade Way to an angle point, thence-

3. N 86° 31' 55" E, 92.89 feet crossing the existing right-of-way of the aforesaid World Trade Way to a point on the southerly line of Airport Center Drive said point also being a point of curvature on the same, thence-

4. **SOUTHWESTERLY** on a non-tangent arc having a radius of 424.70 feet and curving to the left an arc distance of 92.39 feet (Central Angle 12° 27' 53") (said arc being connected by a chord bearing S 00° 59' 57" W and a chord distance of 92.21 feet) along the aforesaid southerly line of Airport Center Drive to an angle point, thence-

5. N 84° 45' 35" E, 5.00 feet along a widening of the existing right-of-way of the aforesaid World Trade Way to a point on the existing easterly line of said right-of-way, thence-

6. S 05° 14' 00" E, 675.85 feet along the aforesaid easterly line of World Trade Way to an angle point on the same, thence-

7. S 84° 46' 00" W, 60.00 feet along the southerly most line of the aforesaid right-of-way of World Trade Way (width varies), to the Point and Place of **BEGINNING.**

CONTAINING 46,801 square feet of land more or less/or 1.0744 acres of land more or less.

DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED ACCESS AND
UTILITY EASEMENT TO
BENEFIT TAX LOT 3-1-50.33
PROJECT NO. 05000993A
APRIL 4, 2006

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based on the aforesaid map by Maser Consulting P.A.

The above described Access and Utility Easement is subject to any easements that cross and/or abut said parcel.

April 10, 2006

RICHARD W. CARLSON, Jr. — DATE
New York Land Surveyor Lic. No. 50595

I:\2005\05000993A\Descriptions\Metes & Bounds Descriptions\Access and Utility Easement 3-1-50.33 Description.doc

MASER CONSULTING P.A.
Consulting, Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects

1607 Route 300, Suite 101
Newburgh, NY 12550
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PROPOSED UTILITY EASEMENT
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APRIL 10, 2006

All the certain lot, tract or parcel of land situate, lying and being in the Town of New Windsor, in the County of Orange and the State of New York and being a Proposed Utility Easement through Proposed Lot 1, as shown on a map entitled "Minor Subdivision Plat for K. Hovnanian Companies, The Grove at New Windsor", dated 7/21/05, last revised 2/3/06, prepared by Maser Consulting P.A., and being bounded and described as follows, to wit:

BEGINNING at a point being along the southerly line of Tax Lot 3-1-50.33, lands now or formerly owned by the Town of New Windsor, as shown on the aforesaid map by Maser Consulting, P.A., said point being **N 84° 46' 00" E, 197.81 feet** from the westerly most corner of the aforesaid Proposed Lot 1, said point also being along the westerly line of Approximate Water Treatment Facility Easement (Liber 5189, Page 204) to be abandoned, and running thence-

1. **N 84° 46' 00" E, 38.32 feet** along the aforesaid southerly line of Tax Lot 3-1-50.33, to an angle point on the same, said point also being along the easterly line of aforesaid Approximate Water Treatment Facility Easement, thence-
2. **S 19° 15' 21" E, 143.56 feet** to an angle point, thence-
3. **N 62° 55' 35" E, 39.24 feet** to an angle point, thence-
4. **S 26° 13' 28" E, 8.35 feet** to an angle point, thence-
5. **N 86° 16' 24" E, 27.99 feet** to an angle point, thence-
6. **N 05° 27' 19" W, 39.99 feet** to an angle point, thence-
7. **N 08° 25' 48" W, 233.35 feet** to an angle point, thence-
8. **N 05° 16' 11" W, 602.07 feet** to an angle point, thence-
9. **N 11° 18' 42" E, 19.87 feet** to an angle point, said point being along the northerly most line of the Proposed Access and Utility Easement to Benefit Tax Lot 3-1-50.33, thence-
10. **N 86° 31' 55" E, 20.68 feet** along aforesaid northerly line of the Proposed Access and Utility Easement, to an angle point on the same, thence-
11. **S 11° 18' 42" W, 22.23 feet** to an angle point, thence-
12. **S 05° 16' 11" E, 598.60 feet** to an angle point, thence-

DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED UTILITY
EASEMENT
PROJECT NO. 05000993A
APRIL 4, 2006

13. **S 08° 25' 48" E, 233.31** feet to an angle point, thence-

14. **S 05° 27' 19" E, 122.29** feet to an angle point, said point being along the northerly line of the aforesaid Approximate Water Treatment Facility Easement, thence-

15. **S 74° 12' 46" E, 12.07** feet to an angle point, said point being a northeasterly corner of the aforesaid Approximate Water Treatment Facility Easement, thence-

16. **N 84° 40' 52" E, 193.37** feet to an angle point, thence-

17. **S 76° 03' 24" E, 10.86** feet to an angle point, said point being along a northerly line of the aforesaid Approximate Water Treatment Facility Easement, thence-

18. **N 50° 22' 39" E, 62.26** feet along the aforesaid northerly line of the aforesaid Approximate Water Treatment Facility Easement to an angle point, said point being on the same, thence-

19. **N 50° 42' 15" W, 33.51** feet to an angle point, thence-

20. **N 54° 41' 25" W, 67.73** feet crossing the aforesaid Approximate Water Treatment Facility Easement to an angle point, thence-

21. **N 35° 18' 35" E, 20.00** feet to an angle point, thence-

22. **S 54° 41' 25" E, 68.42** feet crossing the aforesaid Approximate Water Treatment Facility Easement to an angle point, thence-

23. **S 50° 42' 15" E, 30.93** feet to an angle point, thence-

24. **N 49° 08' 26" E, 92.58** feet crossing the aforesaid Approximate Water Treatment Facility Easement to an angle point, thence-

25. **N 84° 55' 24" E, 70.26** feet to an angle point, said point being along an easterly line of the aforesaid Proposed Lot 1, said point also being along a northwesterly line of Tax Lot 3-1-50.1, lands now or formerly owned by the Town of New Windsor, thence-

26. **S 32° 10' 00" W, 76.19** feet along the aforesaid easterly line of the aforesaid Proposed Lot 1 to an angle point, said point being on the same, said point also being along the aforesaid northwesterly line of the aforesaid Tax Lot 3-1-50.1, said point also being along the southerly most line of the aforesaid Approximate Water Treatment Facility Easement, thence-

DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED UTILITY
EASEMENT
PROJECT NO. 05000993A
APRIL 4, 2006

27. S 73° 01' 44" W, 43.06 feet along the aforesaid southerly line of the aforesaid Approximate Water Treatment Facility Easement to an angle point, said point being on the same, thence-

28. S 50° 22' 39" W, 116.10 feet along the aforesaid southerly line of the aforesaid Approximate Water Treatment Facility Easement to an angle point, said point being on the same, thence-

29. S 13° 56' 36" W, 11.49 feet to an angle point, thence-

30. N 76° 03' 24" W, 35.91 feet partially crossing the aforesaid Approximate Water Treatment Facility Easement to an angle point, thence-

31. S 84° 40' 52" W, 116.38 feet completing the crossing of the aforesaid Approximate Water Treatment Facility Easement to an angle point, thence-

32. S 66° 53' 25" W, 118.83 feet crossing the aforesaid Approximate Water Treatment Facility Easement to an angle point, said angle point being along the southwesterly most line of the aforesaid Approximate Water Treatment Facility Easement, thence-

33. N 74° 12' 46" W, 34.46 feet along the aforesaid southwesterly line of the aforesaid Approximate Water Treatment Facility Easement to an angle point, said point being on the same, thence-

34. S 29° 33' 22" W, 28.36 feet to an angle point, thence-

35. N 66° 56' 54" W, 20.00 feet to an angle point, thence-

36. N 23° 03' 06" E, 46.11 feet to an angle point, said point being along the westerly most line of the aforesaid Approximate Water Treatment Facility Easement, thence-

37. N 29° 15' 21" W, 78.08 feet along the aforesaid westerly line of the aforesaid Approximate Water Treatment Facility Easement to an angle point, said point being on the same, thence-

38. S 78° 10' 49" W, 52.48 feet to an angle point, thence-

39. S 51° 50' 21" W, 225.50 feet to an angle point, said point being along the westerly most line of the aforesaid Proposed Lot 1, said point also being on the easterly most right-of-way of Jackson Avenue (various width), thence-

DESCRIPTION OF PROPERTY
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

PROPOSED UTILITY
EASEMENT
PROJECT NO. 05000993A
APRIL 4, 2006

40. N 11° 07' 20" W, 37.05 feet along the aforesaid westerly line of the aforesaid Proposed Lot 1 to an angle point, said point being along the same, said point also being along the aforesaid easterly line of the aforesaid Jackson Avenue, thence-

41. N 51° 50' 21" E, 216.38 feet to an angle point, thence-

42. N 78° 10' 49" E, 49.83 feet to an angle point, said point being along the aforesaid westerly line of the aforesaid Approximate Water Treatment Facility Easement, thence-

43. N 29° 15' 21" W, 150.43 feet along the aforesaid westerly line of the aforesaid Approximate Water Treatment Facility Easement, to the Point and Place of **BEGINNING.**

CONTAINING 66,107 square feet of land more or less/or 1.5176 acres of land more or less.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based on the aforesaid map by Maser Consulting P.A.

The above described Utility Easement is subject to any easements that cross and/or abut said parcel.

April 10, 2006

RICHARD W. CARLSON, Jr. — DATE
New York Land Surveyor Lic. No. 50595

I:\2005\05000993A\Descriptions\Metes & Bounds Descriptions\Utility Easement Description.doc

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

UNITED STATES OF AMERICA

TO

TOWN OF NEW WINDSOR

SECTION 91 BLOCK 1 LOT 13

RECORD AND RETURN TO:
(name and address)

Michael D. Blythe, Esq.
Town of New Windsor Attorney's Office
555 Union Ave.
New Windsor, NY 12553

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED C/ MORTGAGE ____ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

PROPERTY LOCATION

____2089 BLOOMING GROVE (TN)
____2001 WASHINGTONVILLE (VLG)
____2003 SO. BLOOMING GROVE (VLG)
____2289 CHESTER (TN)
____2201 CHESTER (VLG)
____2489 CORNWALL (TN)
____2401 CORNWALL (VLG)
____2600 CRAWFORD (TN)
____2800 DEERPARK (TN)
____3089 GOSHEN (TN)
____3001 GOSHEN (VLG)
____3003 FLORIDA (VLG)
____3005 CHESTER (VLG)
____3200 GREENVILLE (TN)
____3489 HAMPTONBURGH (TN)
____3401 MAYBROOK (VLG)
____3689 HIGHLANDS (TN)
____3601 HIGHLAND FALLS (VLG)
____3889 MINISINK (TN)
____3801 UNIONVILLE (VLG)
____4089 MONROE (TN)
____4001 MONROE (VLG)
____4003 HARRIMAN (VLG)
____4005 KIRYAS JOEL (VLG)
____4289 MONTGOMERY (TN)
____4201 MAYBROOK (VLG)
____4203 MONTGOMERY (VLG)
____4205 WALDEN (VLG)
____4489 MOUNT HOPE (TN)
____4401 OTISVILLE (VLG)
____4600 NEWBURGH (TN)
____4800 NEW WINDSOR (TN)
____5089 TUXEDO (TN)
____5001 TUXEDO PARK (VLG)
____5200 WALLKILL (TN)
____5489 WARWICK (TN)
____5401 FLORIDA (VLG)
____5403 GREENWOOD LAKE (VLG)
____5405 WARWICK (VLG)
____5600 WAWAYANDA (TN)
____5889 WOODBURY (TN)
____5801 HARRIMAN (VLG)
____5809 WOODBURY (VLG)

CITIES

____0900 MIDDLETOWN
____1100 NEWBURGH
____1300 PORT JERVIS

____9999 HOLD

NO. PAGES 16 CROSS REF. ____
CERT. COPY ____ ADD'L X-REF. ____
MAPS ____ PGS. ____

PAYMENT TYPE: CHECK X
CASH ____
CHARGE ____
NO FEE ____

Taxable
CONSIDERATION $ 0
TAX EXEMPT ____
Taxable
MORTGAGE AMT. $ ____

MORTGAGE TAX TYPE:
___ (A) COMMERCIAL/FULL 1%
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (I) NAT.PERSON/CR. UNION
___ (J) NAT.PER-CR.UN/1 OR 2
___ (K) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

Received From Town of New Windsor

RECORDED/FILED
08/16/2012/ 11:21:38
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY
FILE#20120077175
DEED C / BK 13394PG 0403
RECORDING FEES 375.00
TTX# 000280 T TAX 0.00
Receipt#1490238 mrl

MEMORANDUM OF AMENDED & RESTATED GROUND LEASE

THIS MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE is made as of this 26th day of June, 2014, by and between TOWN OF NEW WINDSOR, having offices at 555 Union Avenue, New Windsor, New York 12553 ("Landlord"); and FIRST COLUMBIA INTERNATIONAL GROUP, LLC, a New York limited liability company, having a business office at 22 Century Hill Drive, Suite 301, Latham, NY 12110 ("Tenant" or "FIRST COLUMBIA").

WITNESSETH:

WHEREAS, the parties hereto entered into a certain Ground Lease Agreement dated November 22, 1999 as amended from time to time ("Original Lease") comprising of approximately 260 acres of land as described therein ("Original Premises"); and

WHEREAS, pursuant to the Original Lease, Lessee presented to the Town and caused to be approved a master plan for development and use of the Original Premises; and

WHEREAS, pursuant to the Original Lease and the master plan Lessee caused to be developed separate sites aggregating approximately 40.3 acres of land each pursuant to a sublease entered into by Lessee with separate leasehold financing ("Site" or "Sites") and which Sites constitute the Leased Premises as hereinafter defined; and

WHEREAS, on January 1, 2012 Lessee surrendered the Original Premises to Town, excepting the premises previously released or deducted for roads and premises conveyed by the Town, premises conveyed by the Town and Lessee for the development known as The Grove and the Leased Premises, as hereinafter described ("Released Property"); and

WHEREAS, the parties hereto amended and restated the Original Lease as hereinafter set forth applicable to the Leased Premises.

WHEREAS, on January 1, 2012, Landlord and Tenant entered into certain Amended and Restated Ground Lease Agreement (as it may hereafter be supplemented, amended or otherwise modified, the "Lease") pursuant to which Landlord leased to Tenant and Tenant leased from Landlord the premises described on Exhibit A attached hereto and made a part hereof ("Leased Premises"), all under terms and conditions more fully set forth in the Amended and Restated Ground Lease; and

WHEREAS, it is a covenant under the Amended and Restated Ground Lease that a Memorandum may be executed, delivered and recorded in the Orange County Clerk's Office, in accordance with Section 291-c of New York State Real Property Law, for the purpose of putting third parties on notice of the existence of the Lease and the rights and obligations of Landlord and Tenant arising thereunder or relating thereto;

NOW THEREFORE, In consideration of the foregoing, One Dollar ($1.00), the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Existence of the Amended and Restated Ground Lease. Notice is hereby given of the existence of the Amended and Restated Ground Lease, and said Amended and Restated Ground Lease supercedes the "Original Lease" referenced above.

2. Term. The Term of this Agreement shall commence on January 1, 2012 and expire on December 31, 2099 (the "Expiration Date"), unless sooner terminated in accordance with the provisions hereof (collectively, the "Term").

3. Notice Purposes Only. This Memorandum is entered into solely for the purpose of providing public notice. In the event of any conflict or inconsistency between the terms of the Amended and Restated Ground Lease and the terms of this Memorandum, the terms of the Amended and Restated Ground Lease shall govern.

4. The Amended and Restated Ground Lease covers the Leased Premises as described therein and described in Exhibit A attached hereto ("Leased Premises").

5. The Amended and Restated Ground Lease grants to the Tenant the right of first refusal to purchase the Leased Premises and the right of first refusal and option to assign, lease or develop as applicable the property described in Exhibit E and E-1 attached hereto.

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Memorandum of the date first set forth above.

LANDLORD:

TOWN OF NEW WINDSOR

By: George A. Green
George A. Green, Supervisor

TENANT:

FIRST COLUMBIA INTERNATIONAL GROUP, LLC

By: _____, as its Member

State of New York }

County of Orange }ss.

On the 26th day of June in the year 2014 before me, the undersigned, personally appeared George A. Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Jessica T. Marina

Notary Public

JESSICA T. MARINA
Notary Public, State of New York
No. 01MA5016619
Qualified in Orange County
Commission Expires August 16, 2017

State of New York }

County of Albany }ss.

On the 25th day of June in the year 2014 before me, the undersigned, personally appeared Kevin Bette, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Sanita Victoria Baggett

Notary Public

SANITA VICTORIA BAGGETTA
Notary Public, State of New York
No. 01BA6256184
Qualified in Schenectady County
Commission Expires February 21, 2016

4339-11 Memorandum/L

EXHIBIT A
LEASED PREMISES

ADDRESS	S/B/L
575 Hudson Valley Ave.	3-1-55.1
555 Hudson Valley Ave.	94-1-1.-1 & 94-1-1.-2
563 Reed St.	91-1-14.1
4 Crotty Ln. (formerly London)	3-1-65
33 Airport Center Dr.	91-1-17
108 World Trade Way	3-1-50.33
500 Hudson Valley Ave.	3-1-54.2

4 Crotty Lane (formerly London Avenue)

ALL that piece or parcel of land common known as 4 Loudon Avenue situate in the Town of New Windsor, County of Orange and the State of New York, bounded and described as follows:

BEGINNING at a point located along the southeasterly line of Airport Center Drive, said point being the intersection formed by said southeasterly line of Airport Center Drive, with the division line between the lands now or formerly of SCC Canyon II, LLC (Book 12252, Page 1526) on the southwest and the land herein described on the northeast; thence from said point of beginning and in a northeasterly direction, along a curve to the right having a radius of 424.70 feet, an arc length of 367.75 feet and bearing a chord of North 52 degrees 59' 57" East, 356.37 feet to a point; thence in a southeasterly direction and along a curve to the right having a radius of 27.75 feet, an arc length of 48.66 feet and bearing a chord of South 49 degrees 42' 50" East, 42.66 feet to a point; thence in a southerly direction and along the westerly line of Loudon Avenue, South 00 degrees 31' 00" West, 309.13 feet to a point; thence in a westerly and northerly direction and along the aforesaid lands of SCC Canyon II LLC, the following two courses: 1) South 61 degrees 53' 01' West, 180.52 feet to a point and 2) North 36 degrees 48' 43" West, 258.93 feet to the point or place of beginning.

Containing in all 2.043 acres of land being more or less.

33 Airport Center Drive

ALL that certain piece or parcel of land situate and being in the Town at New Windsor, County of Orange, and State of New York, bounded and described as follows:

BEGINNING at a point located at the northerly terminus of a curve located in the east line of Airport Center Drive at its intersection with World Trade Way; thence in a northerly direction and along said east line of Airport Drive, the following two courses and distances: 1) N 38° 03' 00" W, 256.01 feet and 2) along a curve to the right having a radius of 474.27 feet, an arc length of 30.57 feet and bearing a chord of N 30° 12' 13" W, 30.57 feet; thence in a northerly, easterly, and southerly direction the following three courses and distances: 1) N 38° 52' 30" E, 308.08 feet, 2) S 74° 45' 14" E, 383.70 feet to a point and 3) S 10° 05' 28" W, 80.41 feet to a point located in the northerly right of way line of said World Trade Way; thence in south westerly direction and along said World Trade Way, along a curve to the left, having a radius of 474.70 feet, an arc length of 413.87 feet and bearing a chord of S 44° 18' 04" W, 400.89 feet to a point; thence along a curve to the right having a radius of 41.82 feet, an arc length of 89.51 feet and bearing a chord of N 80° 38' 14" E, a distance of 73.38 feet to the point or place of beginning.

575 Hudson Valley Avenue

ALL that certain piece or parcel of land with the buildings and improvements thereon, commonly known as 575 Hudson Valley Avenue situate and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point located at the intersection formed by the north line of Route 207 with the easterly line of the widened right of way of the Avenue of the Americas, (to be known as Hudson Valley Avenue in the future), said point being located South 86° 39' 40" East, 60.24 feet from the original intersection of the southwesterly corner of the Avenue of the Americas with Route 207; thence in a northerly direction and along the aforesaid easterly line of the widened Avenue of the Americas the following four courses and distances to a point: 1) North 08° 25' 10" East 206.29 feet; 2) along a curve to the left having a radius of 100.00 feet a central angle of 21° 15' 55" an arc length of 37.11 feet; 3) North 12° 50' 45" West, 70.35 feet to a point and 4) along a curve to the right having a radius of 387.00 feet a central angle of 13° 39' 17" an arc length of 92.23 feet to a point; thence in an easterly direction, North 90° 00' 00" East, 444.88 feet to a point; thence southerly the following two courses and distances: 1) South 00° 00' 00" East, 133.57 feet and 2) South 08° 12' 00" East, 248.56 feet to a point located in the aforesaid northerly line of Route 207; thence in a westerly direction and along said northerly line of Route 207 the following two courses: 1) South 81° 48' 00" West, 247.89 feet and 2) North 86° 39' 40" West, 238.87 feet to the point or place of beginning.

Containing in all 179,467 square feet or 4.120 acres.

555 Hudson Valley Avenue

ALL that certain piece or parcel of land with the buildings and improvements thereon, commonly known as 555 Hudson Valley Avenue situate and being in the Town of New Windsor, County of Orange and State of New York, as shown on a subdivision map made by Chazen Engineering and Land Surveying filed in the Orange County Clerk's Office on March 23, 2005 as Map 281-05 Sheet 1 and bounded and described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate and being in the Town of New Windsor, County of Orange, and State of New York, bounded and described as follows:

BEGINNING at a point located at the intersection formed by the easterly line of Hudson Valley Avenue with the southerly line of the Avenue of the Americas; thence from said point of beginning and along said southerly line of the Avenue of the Americas, the following two courses: North 70° 33' 00" East, 298.45 feet to a point and 2) along a curve to the left having a radius of 320.00 feet, an arc length of 161.81 feet and bearing a chord of North 56° 03' 48" East 160.09 feet to a point; thence in a southerly direction and along the easterly line of the lands herein described, the following two courses: 1) South 19° 27' 00" East, 206.56 feet and 2) South 00° 00' 00" East 485.78 feet to a point; thence in a westerly direction partially along the north line of lands leased to First Columbia 575 HVA, LLC, North 90° 00' 00" West, 517.11 feet to a point; thence in a northerly direction and along the aforesaid easterly line of Hudson Valley Avenue, the following three courses: 1) along a curve to the right having a radius of 387.00 feet, an arc length of 169.86 feet and bearing a chord of North 13° 23' 03" East, 168.50 feet to a point; 2) along a curve to the left having a radius of 350.00 feet, an arc length of 275.57 feet, and bearing a chord of North 03° 23' 59" East 268.51 feet to a point and 3) North 19° 12' 08" West 63.37 feet to the point or place of beginning.

Containing in all 6.207 acres being more or less.

563 Reed Street

ALL that certain piece or parcel of land with the buildings and improvements thereon, commonly known as 563 Reed Street situate and being in the Town of New Windsor, County of Orange and State of New York, and bounded and described as follows:

BEGINNING at a point located along the south line of Reed Street, said point being the intersection formed by said south line of Reed Street with the lands now or formerly of the United States of America (Tax Map Section 91, Block 1, Lot 13) on the east, and the lands herein described on the west; thence in a southerly direction and along said division line, South 15° 21' 12" West, 174.35 feet to a point; thence in a westerly direction, South 74° 38' 48" East, 294.14 feet to a point; thence in a northerly direction and along the easterly line of World Trade Way, the following two courses: 1) North 12° 38' 40" East, 86.53 feet to a point and 2) along a curve to the left having a radius of 825.01 feet, an arc length of 60.10 feet and bearing a chord of North 10° 33' 25" East, 60.09 feet to a point; thence in a westerly direction and along the south line of Reed Street, the following two courses: 1) along a curve to the right having a radius of 25.06 feet, an arc length of 42.86 feet and bearing a chord of North 56° 27' 31" East, 37.82 feet to a point and 2) South 74° 33' 10" East, 278.39 feet to the point or place of beginning.

Containing in all 1.195 acres of land being more or less.

CHAZEN ENGINEERING & LAND SURVEYING CO., P.C.

Capital District Office:

20 Gurley Avenue
Troy, NY 12182
Phone: (518) 235-8050 Fax: (518) 235-8051

www.chazencompanies.com
Email: albany@chazencompanies.com

Dutchess County Office:
Phone (914) 454-3980

North Country Office:
Phone: (518) 812-0513

Orange County Office:
Phone: (914) 567-1133

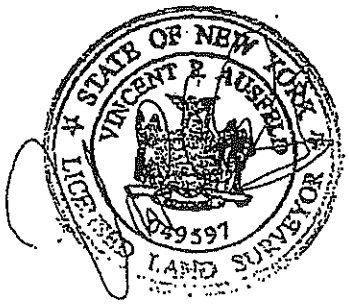
LEGAL DESCRIPTION

PROPERTY TO BE RELEASED TO THE
IPBL PHARMACEUTICALS, INC.
(FORMER OFFICERS CLUB)
108 World Trade Way

ALL that certain piece or parcel of land situate and being in the Town of New Windsor, County of Orange, and State of New York, bounded and described as follows:

BEGINNING at a point located along the westerly line of World Trade Way, said point being located North 05°14'00" West, 240.00 feet from the southwesterly corner of World Trade Way, (formerly D Street), as shown on a map entitled "Real Property Land Acquisition Surveys for The Town of New Windsor" Dated October 1, 1999, Prepared by Edward T. Zaback, LLS, Sheets No. 1 & 2, filed in the Orange County Clerks Office; thence in a westerly direction, South 84°46'00" West, 337.80 feet to a point located in the easterly line of Jackson Avenue; thence in a northerly direction and along said easterly line of Jackson Avenue, the following two courses and distances: 1) North 11°33'20" West, 279.87 feet and 2) North 11°54'50" West, 144.75 feet to a point; thence in an easterly direction, North 84°46'00" East, 385.46 feet to a point located in the aforesaid westerly line of World Trade Way; thence in a southerly direction and along World Trade Way, South 05°14'00"East, 421.93 feet to the point or place of beginning.

Containing in all 3.500 acres of land, more or less.



March 31, 2003

Vincent P. Ausfeld PLS

500 Hudson Valley Ave

ALL those certain pieces or parcels of land, constituting a portion of the former Stewart Army Subpost situate, lying and being in the Town of New Windsor, County of Orange, State of New York, being a portion of Parcel 21 described in Liber 5189 page 161, being more particularly bounded and described as follows:

Beginning at a Concrete Post found on the northerly highway line of New York State Highway Route 207 (a.k.a. Little Britain Road), said point being at the division line of land now or formerly The Methodist Episcopal Church of Little Britain County and State and land now or formerly The Town of New Windsor;

Thence running the following courses and distances along the Northern Catskill Aqueduct:

1) North 64 Degrees -02'-00" West 39.42 feet to a point;

2) North 54 Degrees -39'-20" West 819.49 feet to a point;

Thence running the following courses and distances along other lands of the Town of New Windsor:

1) North 07 Degrees -33'-24" West 107.83 feet to a point;

2) North 10 Degrees -35'-18" West 71.02 feet to a point;

3) North 14 Degrees -20'-26" West 135.13 feet to a point;

4) North 14 Degrees -29'-52" West 124.07 feet to a point;

5) North 16 Degrees -11'-31" West 103.08 feet to a point;

6) North 20 Degrees -24'-19" West 74.69 feet to a point;

7) North 34 Degrees -48'-05" West 35.46 feet to a point;

8) North 89 Degrees -59'-56" East 977.66 feet to a point;

9) Along a curve to the right having a radius of 218.71 feet, central angle of 10 Degrees -37'-06", length of 40.53 feet and a chord bearing of South 24 Degrees -33'-06" East 40.47 feet to a point;

- continued on next page -

10) South 19 Degrees -14'-30" East 405.72 feet to a point;

11) Along a curve to the right having a radius of 290.00 feet, central angle of 45 Degrees -13'-26" length of 228.90 feet and a chord bearing of South 03 Degrees -22'-13" West 223.00 feet to a point;

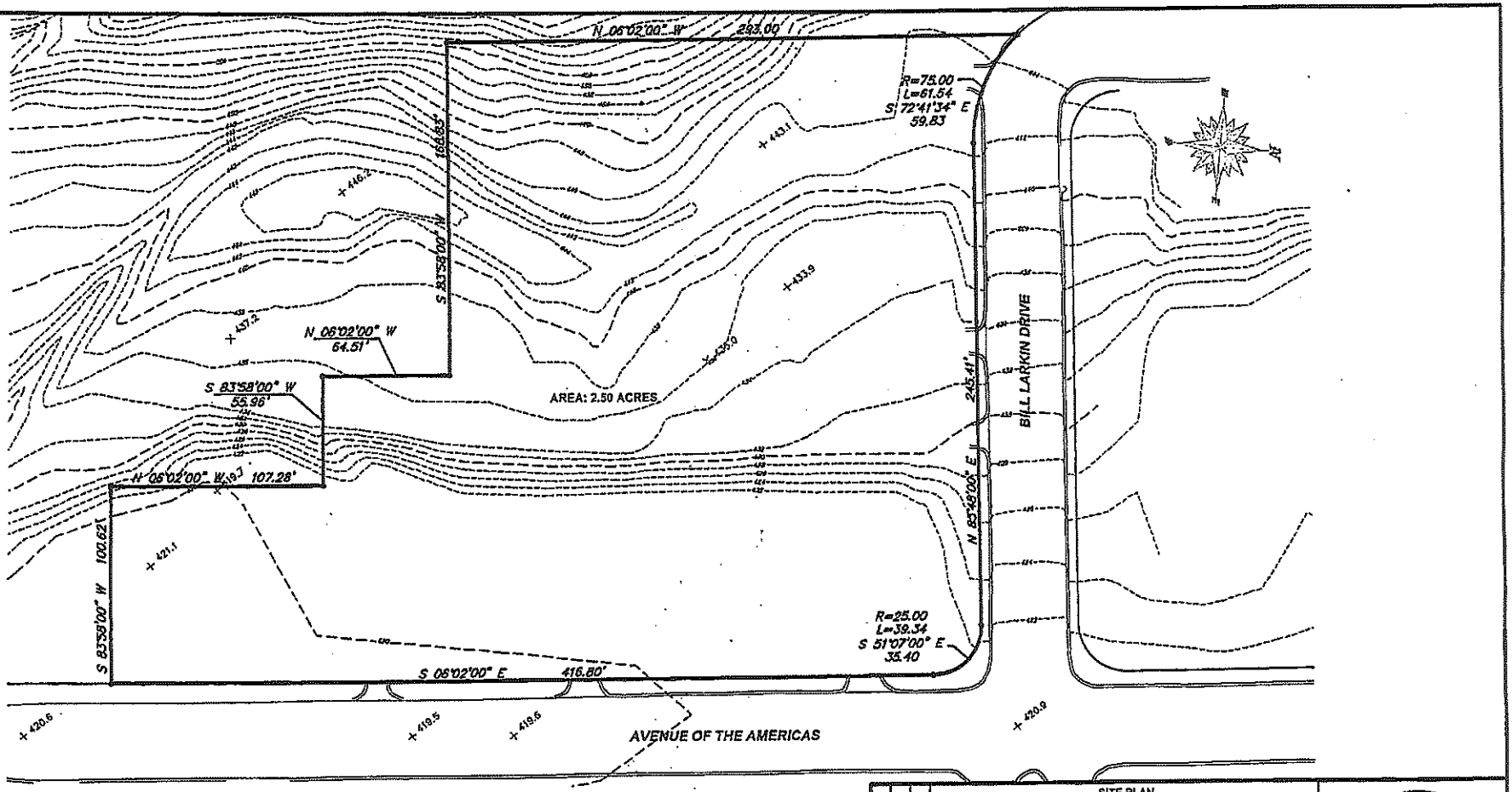
12) Along a curve to the left having a radius of 447.00 feet, central angle of 38 Degrees -49'-39", length of 302.91 feet and a chord bearing of South 06 Degrees -34'-07" West 297.15 feet to a point;

13) South 12 Degrees -50'-45" East 77.83 feet to a point;

Thence running the following courses and distances along said land of The Methodist Episcopal Church:

1) North 85 Degrees -51'-30" West 222.80 feet to a point;

2) South 02 Degrees -37'-30" West 119.84 feet to the point and place of beginning.



SITE PLAN

SITE PLAN
AVENUE OF THE AMERICAS & BILL LARKIN DRIVE

TOWN OF NEW WINDSOR	ORANGE COUNTY,N.Y.
SCALE: 1"=50'	FEBRUARY 1, 2012
DRAWN BY: VPA	PROJECT NO: 07-117

REVISION:
DATE:

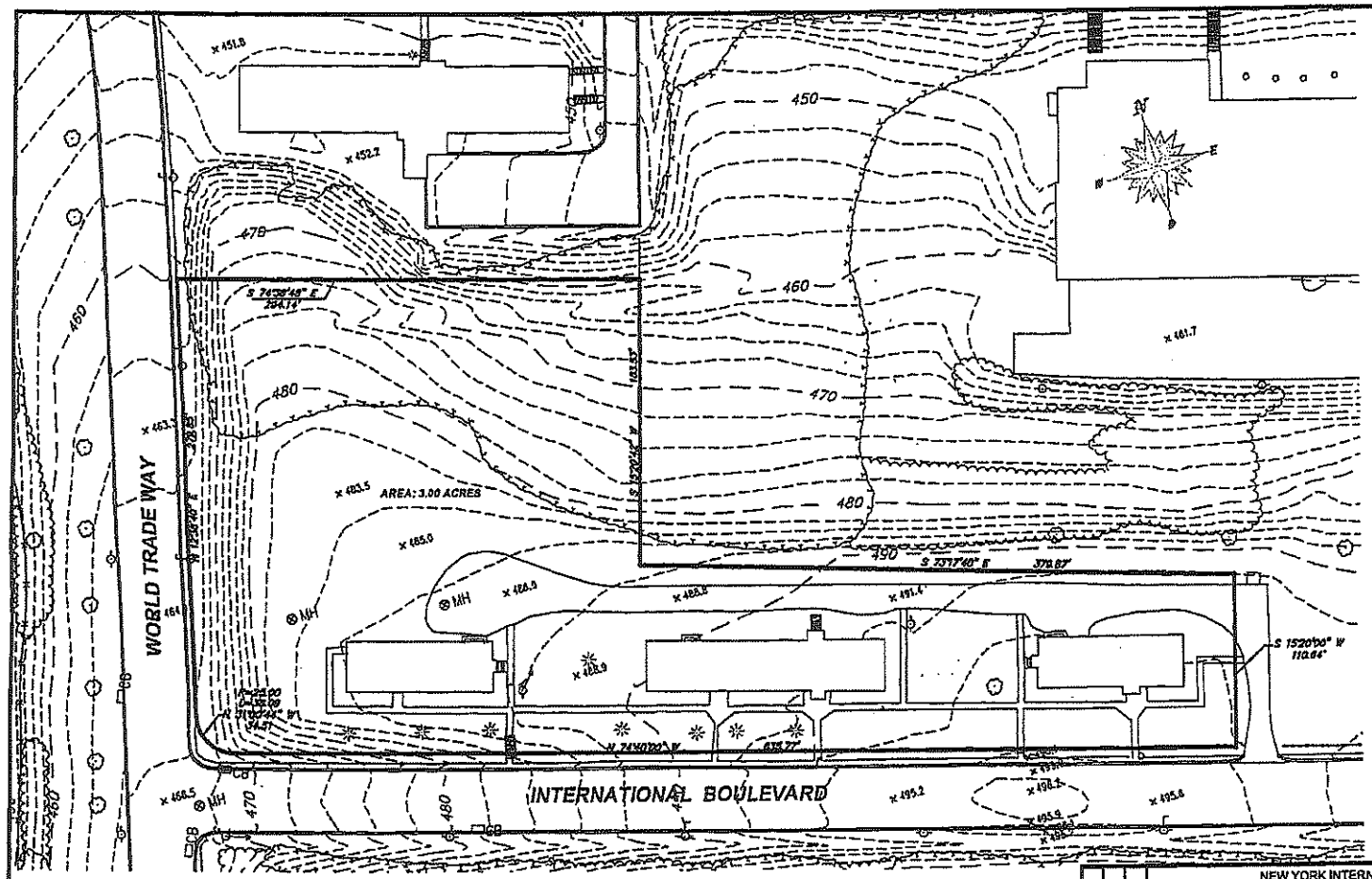
AUSFELD & WALDRUFF LAND SURVEYORS LLP
514 STATE STREET, SCHENECTADY NY
PHONE : (518) 346-1595 FAX:(518)770-1655

STATE OF NEW YORK · VINCENT P. AUSFELD · LICENSED PROFESSIONAL SURVEYOR · 48587

VINCENT P. AUSFELD P.L.S.
LICENSE #048587

Drawing Name: Z:\PROJECTS\2007\07-117\dwg\BILL LARKIN & AOA 11x17 2-01-12.dwg
Xrefs Attached
Date Printed: Feb 02, 2012, 10:00am

Exhibit E



50' 0 50

SCALE IN FEET
1"=50'

GENERAL NOTES:

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES .

SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.

NEW YORK INTERNATIONAL PLAZA

PROPOSED 3.00 ACRE PARCEL INTERNATIONAL BOULEVARD & WORLD TRADE WAY

TOWN OF NEW WINDSOR	ORANGE COUNTY,N.Y.
SCALE: 1"=50'	REED ST 2-1-12.DWG
DRAWN BY:	PROJECT NO:

STATE OF NEW YORK · VINCENT P. AUSFELD · LICENSED PROFESSIONAL SURVEYOR · 49597

AUSFELD & WALDRUFF LAND SURVEYORS LLP
514 STATE STREET, SCHENECTADY NY
PHONE : (518) 346-1595 FAX:(518)770-1655

VINCENT P. AUSFELD P.L.S.
LICENSE #049597
www.awlslip.com

Exhibit E-1

Exhibit VIII.C.1.b. Assessed Value of Each Parcel

Exhibit VIII.C.1.b Assessed value of each parcel of the land for the proposed gaming facility and of the existing facilities, improvements and infrastructure thereon, if any, as of the time of the Application. Provide a schedule of the real estate taxes paid on such property for the past five (5) years

Reflected below is a schedule for the parcels which are covered by the Lease Agreement to the Applicant, as assigned, from the Town of New Windsor and the assessed value of each parcel of the land for the proposed gaming facility and its amenities. The taxes paid for the existing facilities, improvements and infrastructure thereon, if any, as of the time of the Application are listed plus a schedule of the real estate taxes paid on such property for the past five (5) years.

NOTE: - Since the leased property is owned by a municipality and mostly vacant, the majority of the leased property is un-taxed. When the Lease Agreement becomes effective upon award of the Gaming License, the entirety of the site will revert to the tax rolls, providing a financial benefit to the Host Community and the Washingtonville School District.

New Windsor Parcel Inventory

Property Tax ID Number	Street / Location	Acres	Assessed Value	FMV
334800.003.000-0001-066.00	Airport Center Dr & Hudson Valley Av	10.6	$ 33,000	$ 181,200
334800.091.000-0001-016.00	International Blvd & World Trade Wa	9.7	$ 27,800	$ 152,700
334800.091.000-0001-019.00	International Blvd & World Trade Wa	5	$ 17,500	$ 96,100
334800.091.000-0001-020.00	International Blvd & Breuning Rd	9.5	$ 65,200	$ 358,000
334800.003.000-0001-051.00	Airport Center Dr AKA World Trade W	5.4	$ 55,000	$ 302,000
334800.003.000-0001-050.32	Hudson Valley Ave & Ave of America	32.7	$ 40,000	$ 219,700
334800.003.000-0001-067.00	Hudson Valley Avenue	12.6	$ 38,000	$ 208,700
334800.097.000-0002-072.00	Hudson Valley Ave & World Trade Wa	23.15	$ 125,800	$ 690,800
334800.091.000-0001-014.20	International Blvd & World Trade Wa	8.7	$ 26,100	$ 143,300
334800.091.000-0001-015.00	Bruenig Rd & International Blvd	5.9	$ 34,800	$ 186,700
334800.003.000-0001-055.22	Rt 207 & Avenue of the Americas	12	$ -	$ -
334800.091.000-0001-021.00	Sue Kelly Ave & Airport Center Dr	1.6	$ 86,000	$ 472,300
	Abandoned Roadways Estimated	3.1		
Town of New Windsor Total		**140**	**$ 549,200**	**$3,011,500**

Exhibit VIII.C.1.b. Assessed Value of Each Parcel

Taxes Paid on the above parcels for the last five (5) years.

New Windsor Parcel Inventory				TAXES PAID				
Property Tax ID Number	Sec	Block	Lot	2010	2011	2012	2013	2014
334800.003.000-0001-066.00	3	1	66.00	$ 2,784.54	$ 2,835.28	$ 5,810.40		
334800.091.000-0001-016.00	91	1	16.00	$ 2,975.14	$ 3,209.35	$ 4,894.79		
334800.091.000-0001-019.00	91	1	19.00	$ 2,882.17	$ 2,603.35	$ 3,081.28		
334800.091.000-0001-020.00	91	1	20.00	$ 6,322.18	$ 4,686.03	$11,479.91		
334800.003.000-0001-051.00	3	1	51.00	$ 7,191.49	$ 7,322.52	$ 9,683.98	$2,823.70	$2,847.25
334800.003.000-0001-050.32	3	1	50.32	$ 2,045.41	$ 1,893.34	$ 7,560.04		
334800.003.000-0001-067.00	3	1	67.00	$ 3,309.84	$ 3,370.15	$ 6,690.75		
334800.097.000-0002-072.00	97	2	72.00	$ -	$ -	$ -		
334800.091.000-0001-014.20	91	1	14.20	$ 2,291.78	$ 1,907.54	$ 4,595.49		
334800.091.000-0001-015.00	91	1	15.00	$ 3,161.08	$ 3,076.69	$ 5,986.47		
334800.003.000-0001-055.22	3	1	55.22	$ 6,396.55	$ 6,513.10	$10,335.44		
334800.091.000-0001-021.00	91	1	21.00	$ -	$ -			
Town of New Windsor Total				$39,360.18	$37,417.35	$70,118.55	$2,823.70	$2,847.25

Exhibit VIII.C.1.c. Aerial and Surface Photography Demonstrating, the Salient Topographic, Geographic, and Vegetative Characteristics

Exhibit VIII.C.1. Aerial and Surface Photography Demonstrating, the Salient Topographic, Geographic, and Vegetative Characteristics

The area to be developed was formerly occupied by the Army Subpost and has been subject to prior disturbance. The new gaming facility is proposed to be located south of International Boulevard at Breunig Road. Most of the buildings formerly on the property in this location have been demolished, although there are additional structures that will be removed. The land consists largely of vacant lots with a mix of grasses, shrubs and some trees, interspersed with residual paving, foundations and other impervious surfaces.

The majority of the project site can be classified as hillside with significant slopes and elevation change. The lower elevations of the site are situated near the intersection of International Boulevard and Bruenig Road and are within the elevation range of 420 feet above sea level. The upper elevations of the site located at the existing water reservoir at the southerly end of Crotty Lane are in the elevation range of 630 feet above sea level. Existing site elevations are provided on the aerial topographic map prepared by JoAnne Darcy Crum L.S. and based on the NAVD88 vertical datum. Refer to the map Exhibit VIII.C.1.c.

The site plan for the hotel, casino, event center and parking structure will utilize the lower elevations adjacent to the intersection of International Boulevard and Bruenig Way. Existing grades at this location range from 1-3% and represent the most level area of the project site. The existing hillside begins to form approximately 300 feet from the street intersection. From this point grades begin to increase uphill in the range of 10-30%. It is anticipated that site walls and portions of the building will be earth retaining due to the placement of the building in relation to the existing hillside. The proposed parking structure will be located close to the intersection of Bruenig Road and Sue Kelly Avenue near an elevation of El. 422 feet. From the parking structure, the site will terrace uphill to the northwest toward the proposed events center which will be situated into the hillside at an elevation of El. 460 feet. The site plan for the employee parking lot will be situated across International Boulevard. The existing elevations at this location range from El. 420 feet near the intersection of International Boulevard and Bruenig Road to El. 480 feet near Raz Avenue to the northwest. Existing grades range from 1-20%."

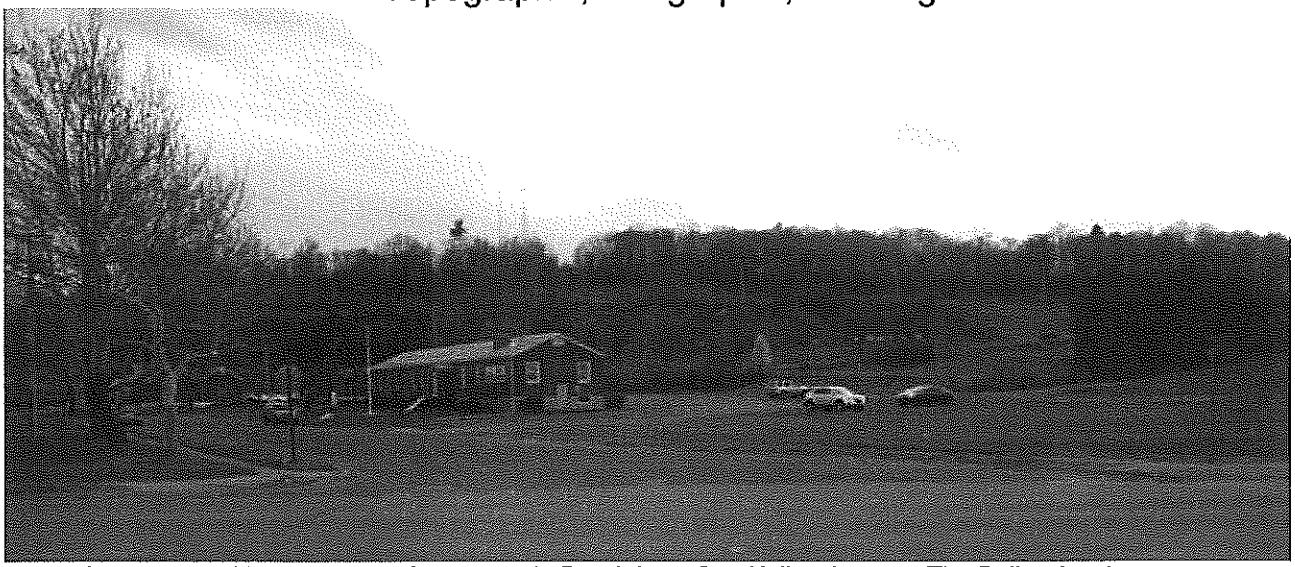
The maps for Exhibit VIII.C.1.c are attached.

Exhibit VIII.C.1.c. Aerial and Surface Photography Demonstrating, the Salient Topographic, Geographic, and Vegetative Characteristics

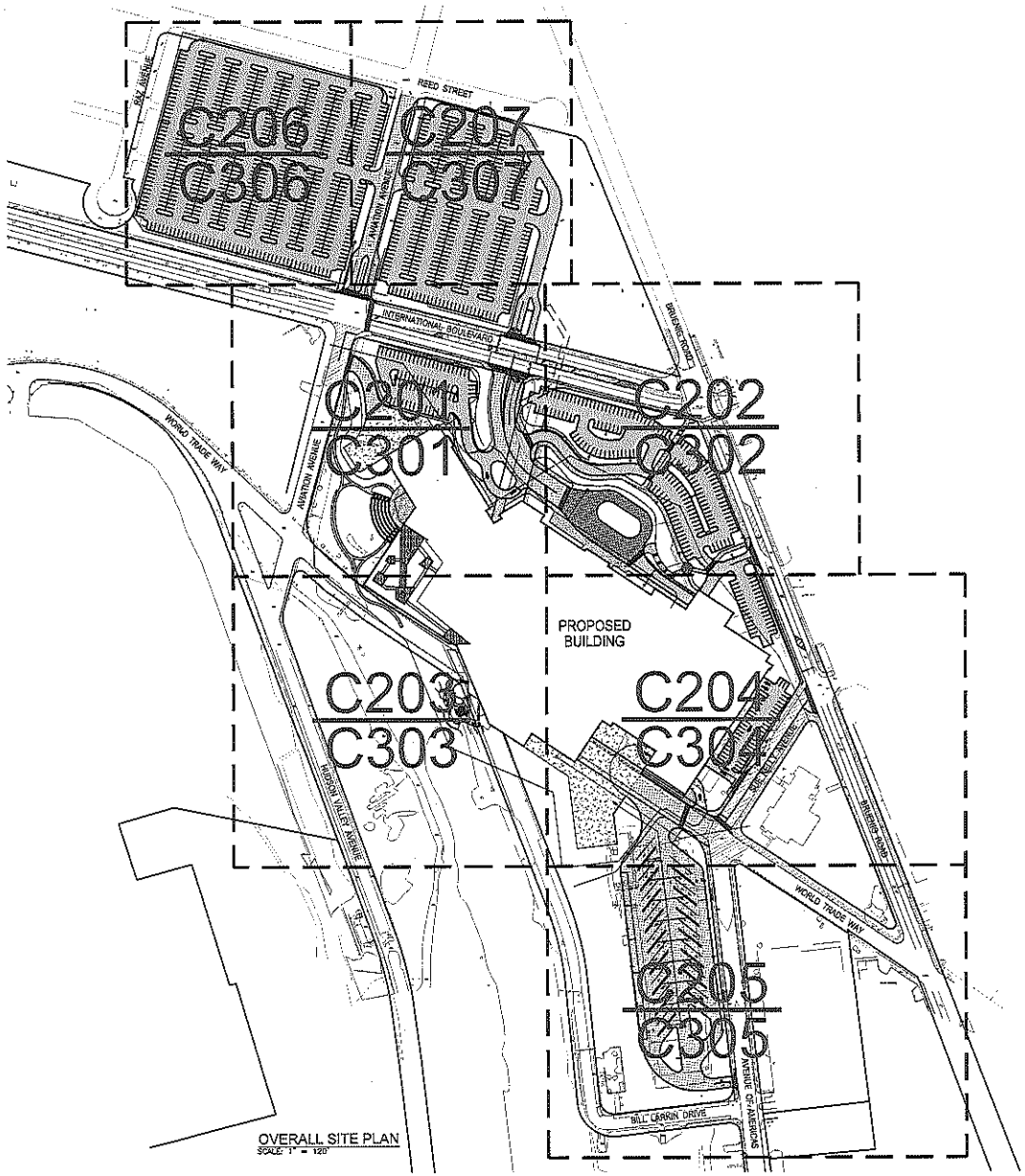
View of site looking east toward Stewart International Airport

View of property from International Boulevard looking south toward former barracks. Tizzoli Avenue on the right side of the photograph will be abandoned to accommodate hotel and casino.

Exhibit VIII.C.1.c. Aerial and Surface Photography Demonstrating, the Salient Topographic, Geographic, and Vegetative Characteristics



View of property looking southwest from Breunig Road down Sue Kelley Avenue. The Police Academy located at center of photograph will be relocated.



OVERALL SITE PLAN
SCALE: 1" = 120'

NOTES:
1. TOPOGRAPHIC AND UTILITY PLANIMETRIC INFORMATION SHOWN HEREON IS A COMPOSITE OF DATA PROVIDED BY JOANNE DARCY CRUM L.S., (AERIAL IMAGERY DATED 2012 AND FIELD SURVEY DATED MAY 2014) IN COMBINATION WITH LIDAR DATA PROVIDED BY ORANGE COUNTY, NY (DATED 2004).
2. HIGHWAY BOUNDARY INFORMATION SHOWN HEREON WAS PROVIDED BY JOANNE DARCY CRUM L.S. AND IS BASED ON ORANGE COUNTY, NY TAX MAPS.

SURFACE PARKING SUMMARY:
(EXCLUDES PARKING STRUCTURE)

PASSENGER CAR = 1,289 SPACES
BUS = 5 SPACES
RV = 32 SPACES

PROGRESS PRINT
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C100

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

SHEET TITLE:
DRAWING INDEX

EXHIBIT NO:
VIII.C.1.c

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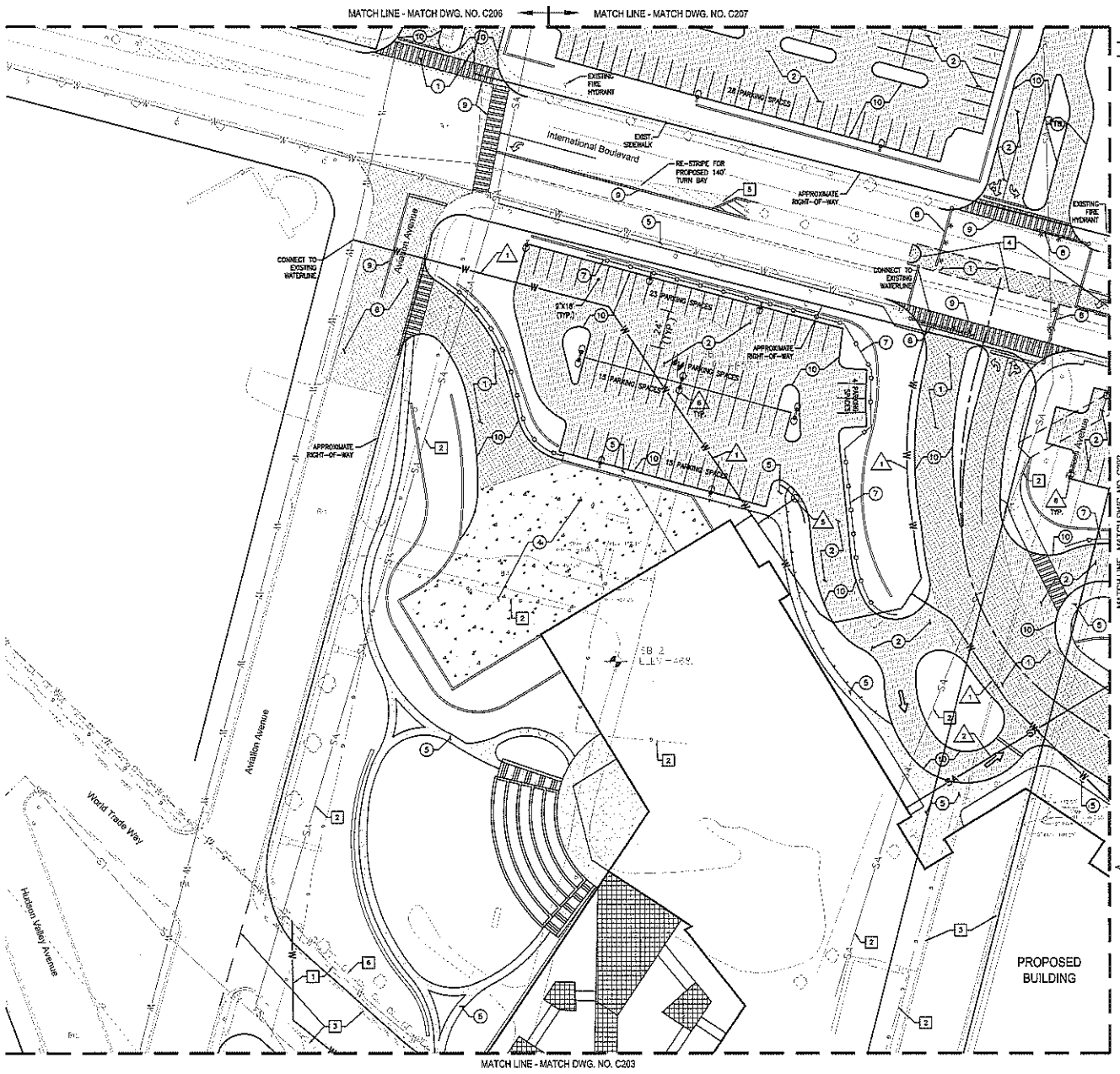
June 30, 2014

The Grand Hudson HOTEL & CASINO



LEGEND & ABBREVIATIONS:

SA — PROPOSED SANITARY SEWER PIPE

W — PROPOSED WATER LINE

NOT ALL NOTES APPLY TO EACH SHEET

SITE PREPARATION & DEMO NOTES:

1. RELOCATE
2. ABANDON IN PLACE
3. REMOVE EXISTING ROADWAY
4. SAWCUT & REMOVE EXISTING PAVEMENT AND ROADWAY MEDIAN
5. REMOVE EXISTING PAVEMENT STRIPING
6. RELOCATE/REMOVE OVERHEAD ELECTRIC; REF. MEP PLANS)

SITE IMPROVEMENT NOTES:

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2. LIGHT DUTY ASPHALT PAVEMENT; REF. SOILS REPORT
3. DECORATIVE PAVEMENT
4. HEAVY DUTY CONCRETE PAVEMENT; REF. C201
5. CONCRETE WALK; REF. C201
6. MILL AND OVERLAY
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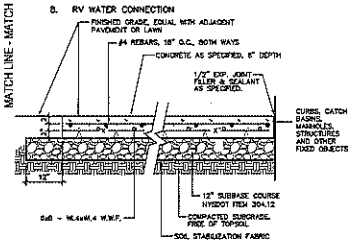
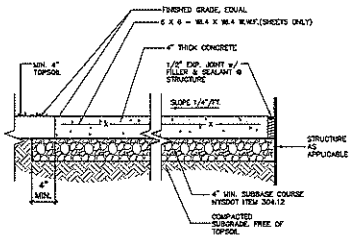
8. TRAFFIC SIGNAL
9. MUTCD PAVEMENT STRIPING
10. CONCRETE CURB

SITE UTILITY NOTES:

1. WATERLINE; 12" CL52 DIP
2. SANITARY SEWER PIPE; 8" PVC
3. SANITARY SEWER MANHOLE; 4' DIA.
4. GREASE TRAP
5. HYDRANT AND VALVE ASSEMBLY
6. LIGHT STANDARD
7. RV DUMP STATION
8. RV WATER CONNECTION



1 HEAVY DUTY CONCRETE PAVEMENT
SCALE: NTS



2 CONCRETE SIDEWALK- CROSS SECTION
SCALE: NTS

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C201

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

SHEET TITLE:
LAYOUT & UTILITY PLAN

EXHIBIT NO:
VIII.C.1.c

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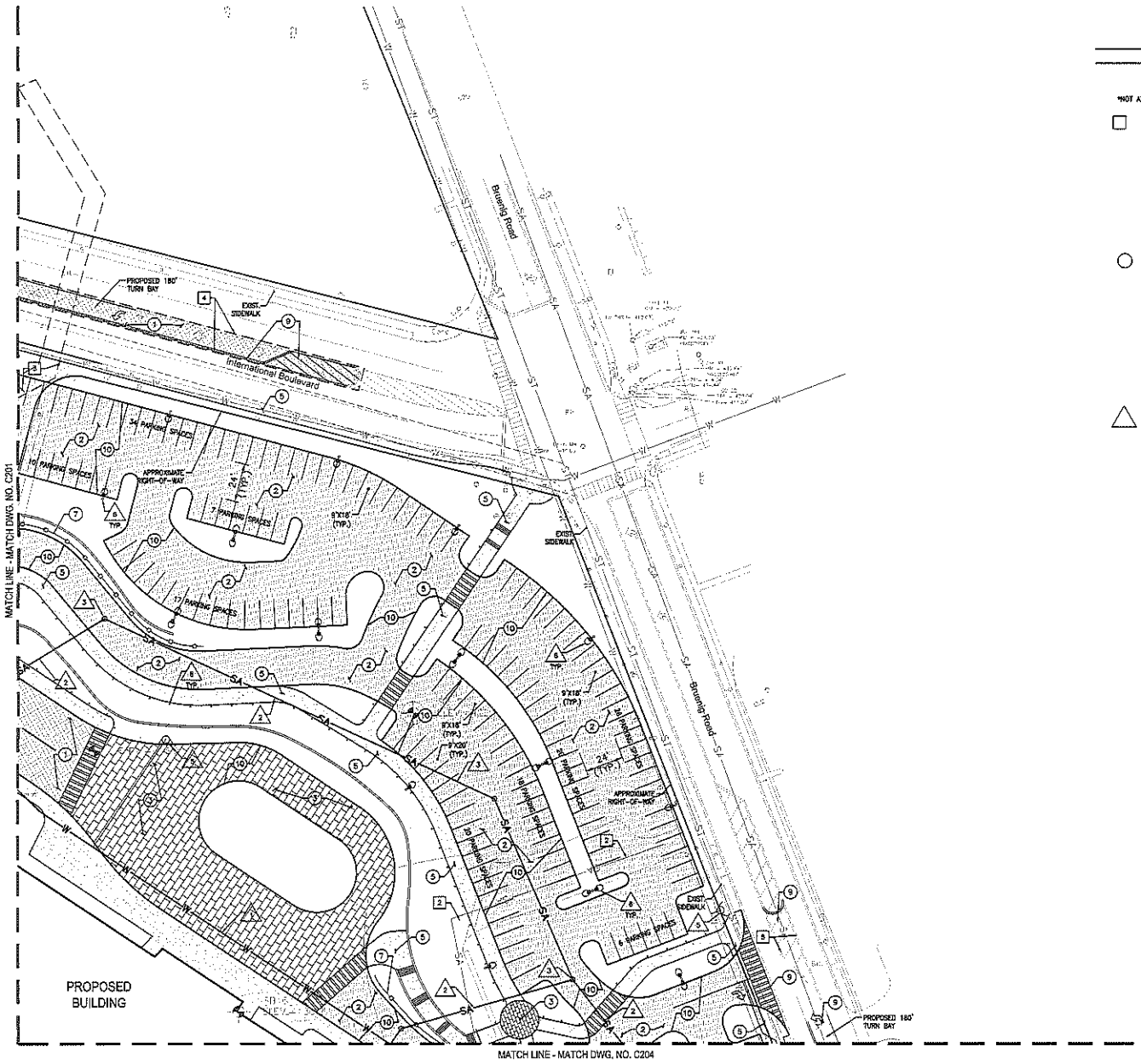
June 30, 2014

The Grand Hudson HOTEL & CASINO



LEGEND & ABBREVIATIONS:

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NOT ALL NOTES APPLY TO EACH SHEET

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5. HYDRANT AND VALVE ASSEMBLY
6. LIGHT STANDARD
7. RV DUMP STATION
8. RV WATER CONNECTION

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6/17/2014
NOT FOR CONSTRUCTION

C202

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

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wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
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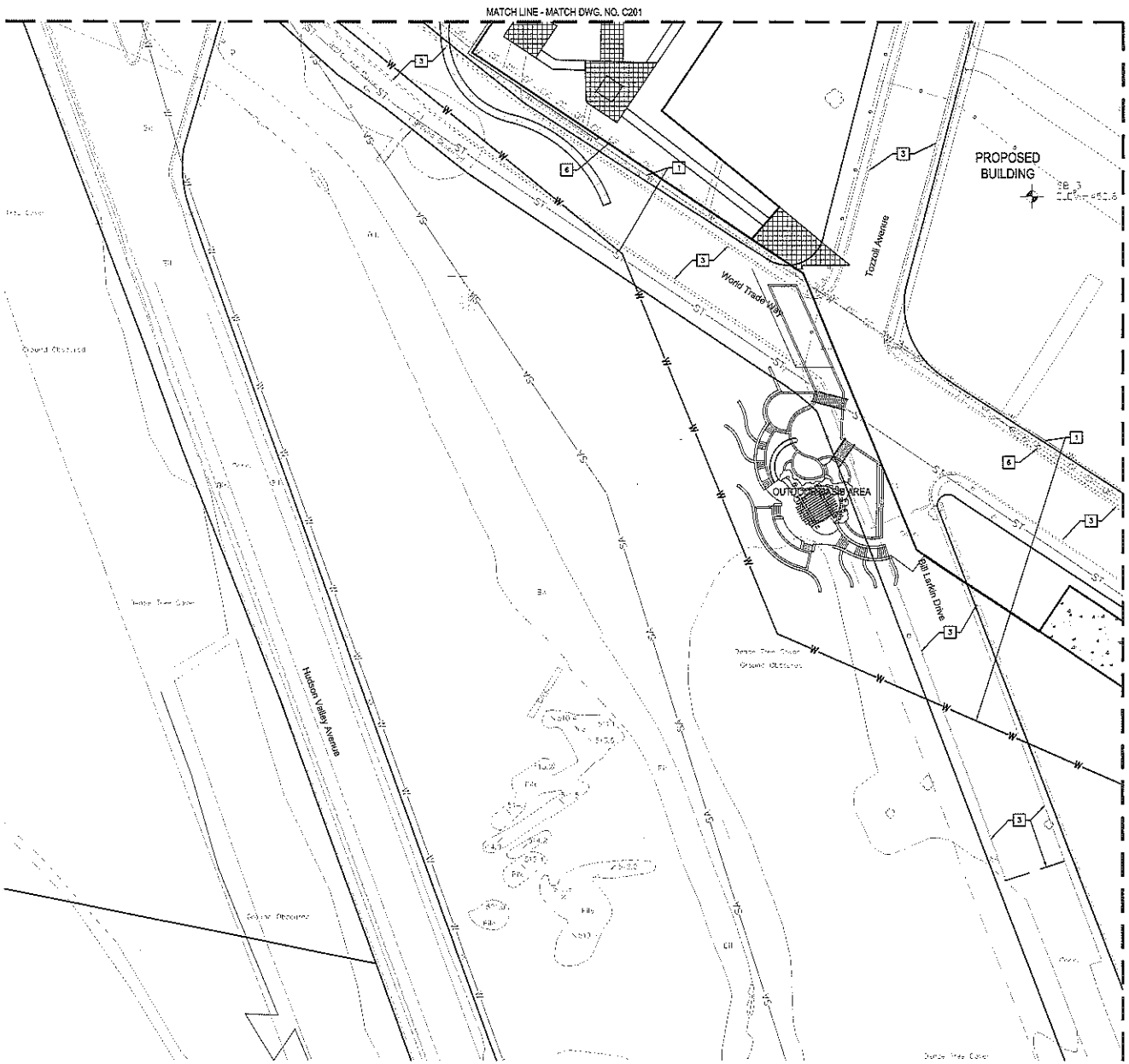

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7. RV DUMP STATION
8. RV WATER CONNECTION

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C203

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES INC

ARCHITECTURE & PLANNING:
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SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

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REAL ESTATE BROKER:
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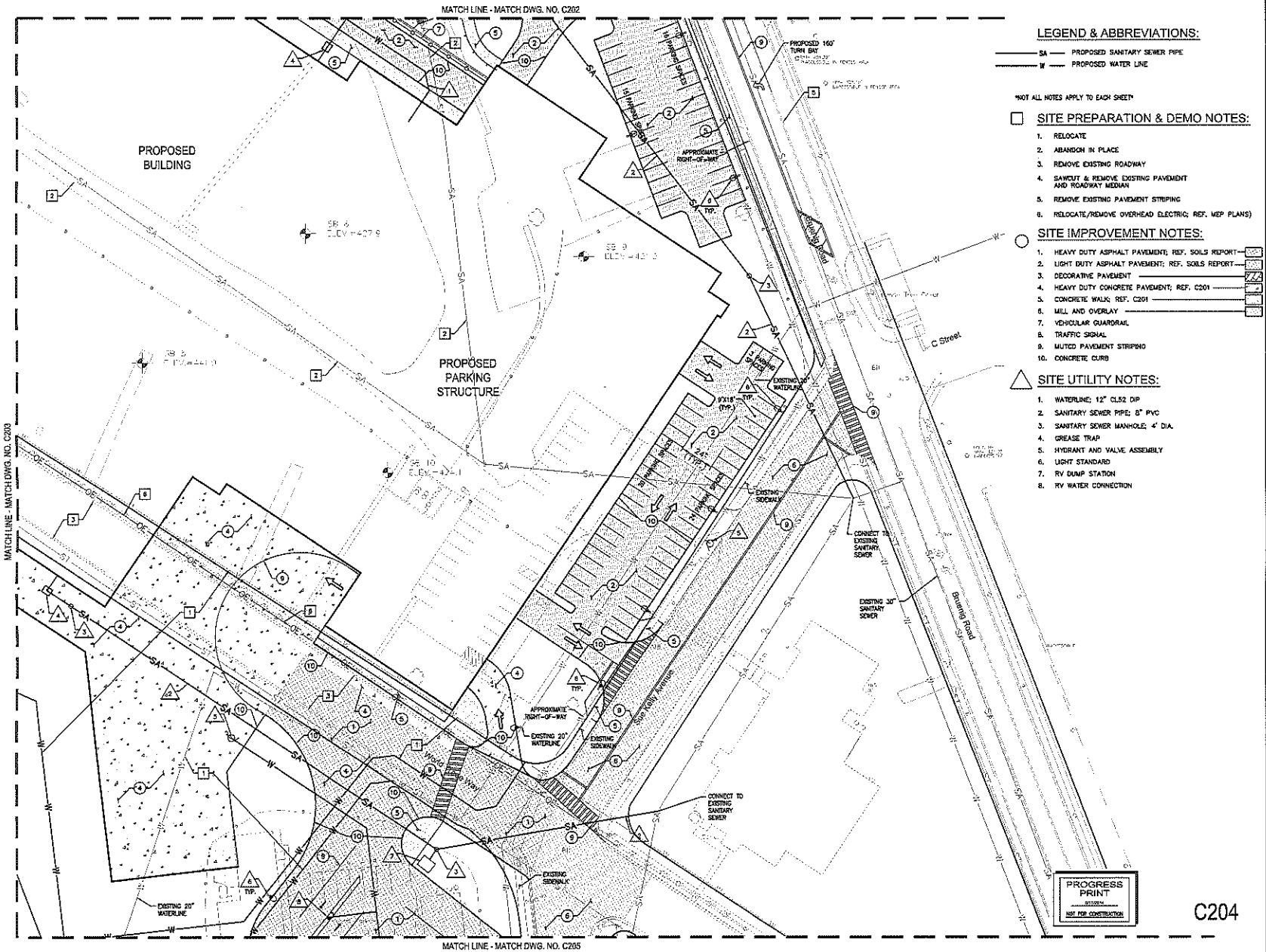
The Grand Hudson HOTEL & CASINO



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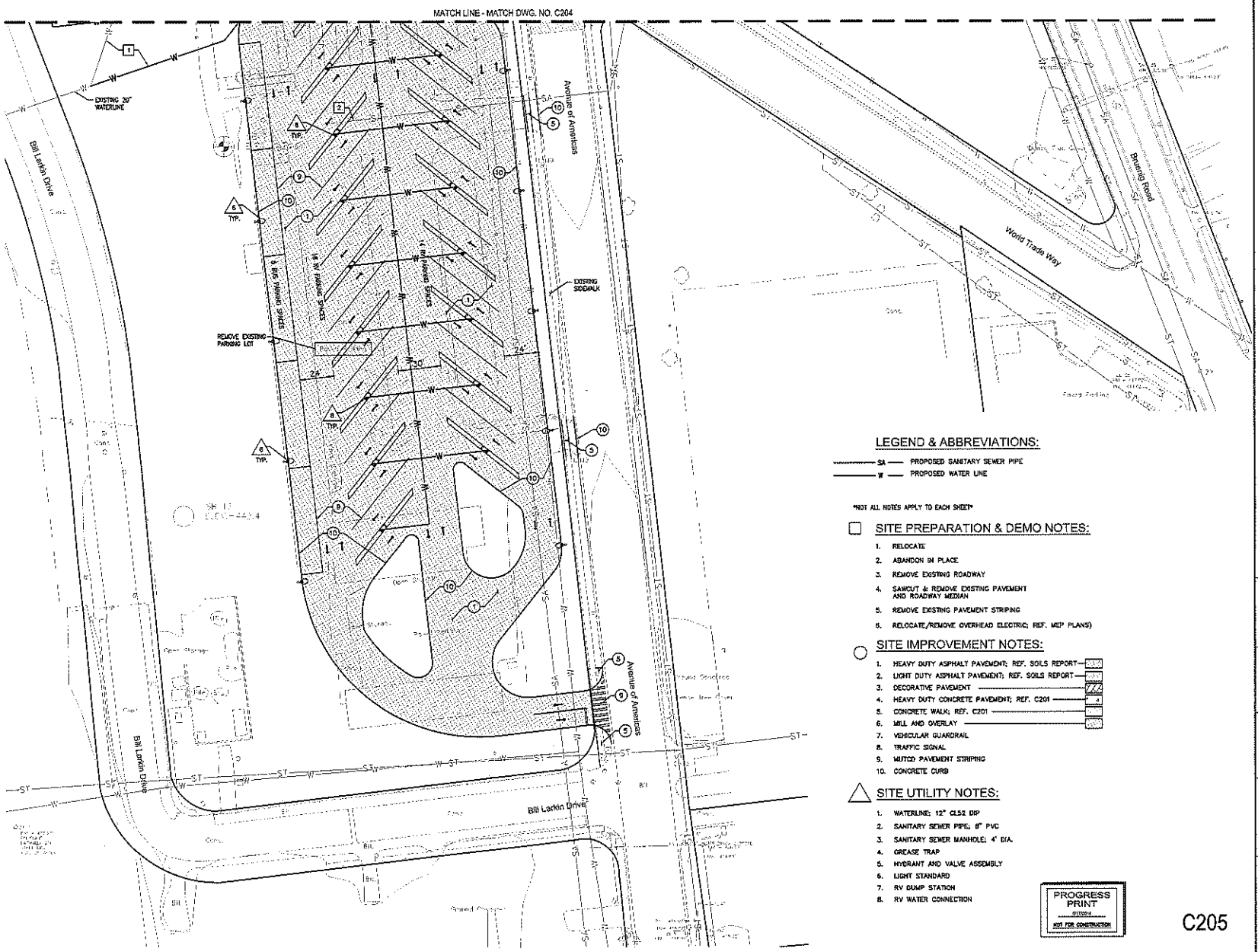
The Grand Hudson HOTEL & CASINO



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6. LIGHT STANDARD
7. RV DUMP STATION
8. RV WATER CONNECTION

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C205

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
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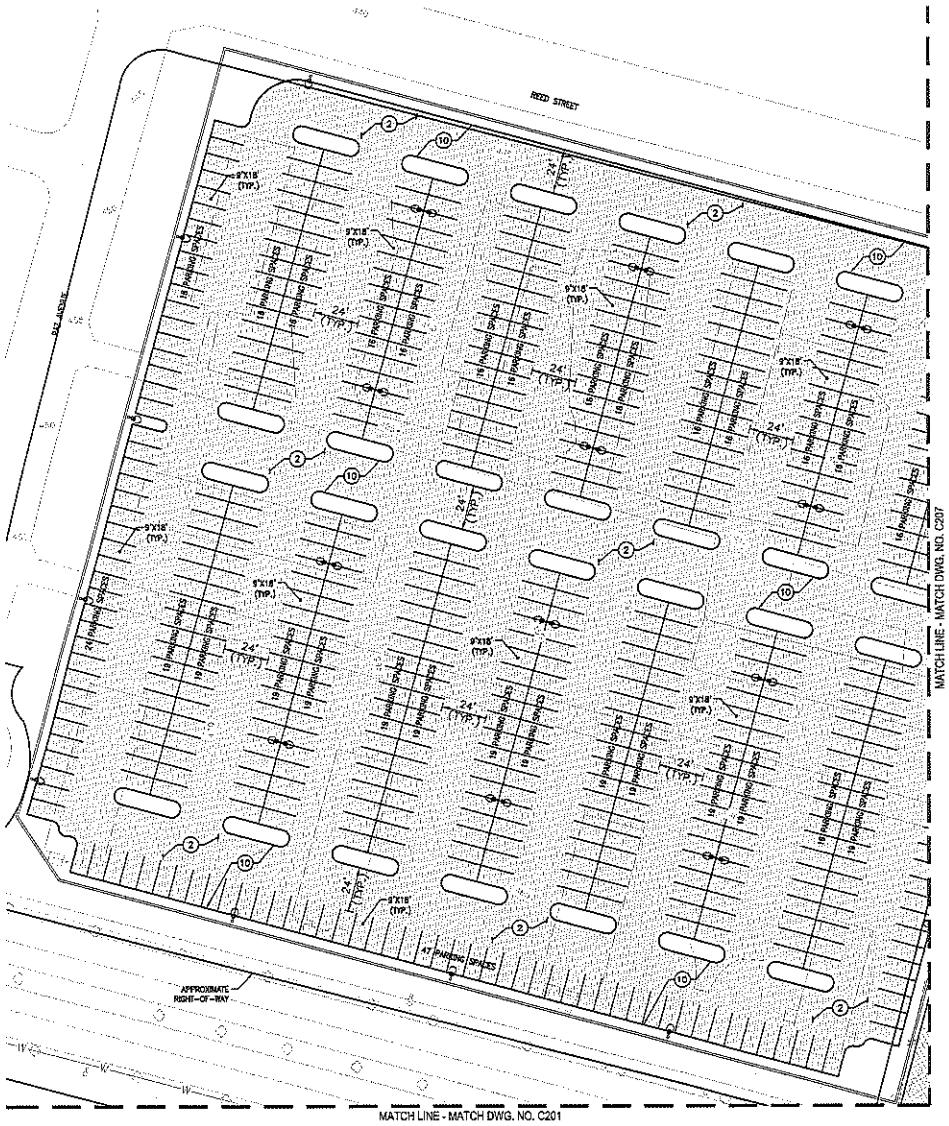
The Grand Hudson HOTEL & CASINO



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8. RV WATER CONNECTION

PROGRESS PRINT
9/17/2014
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C206

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

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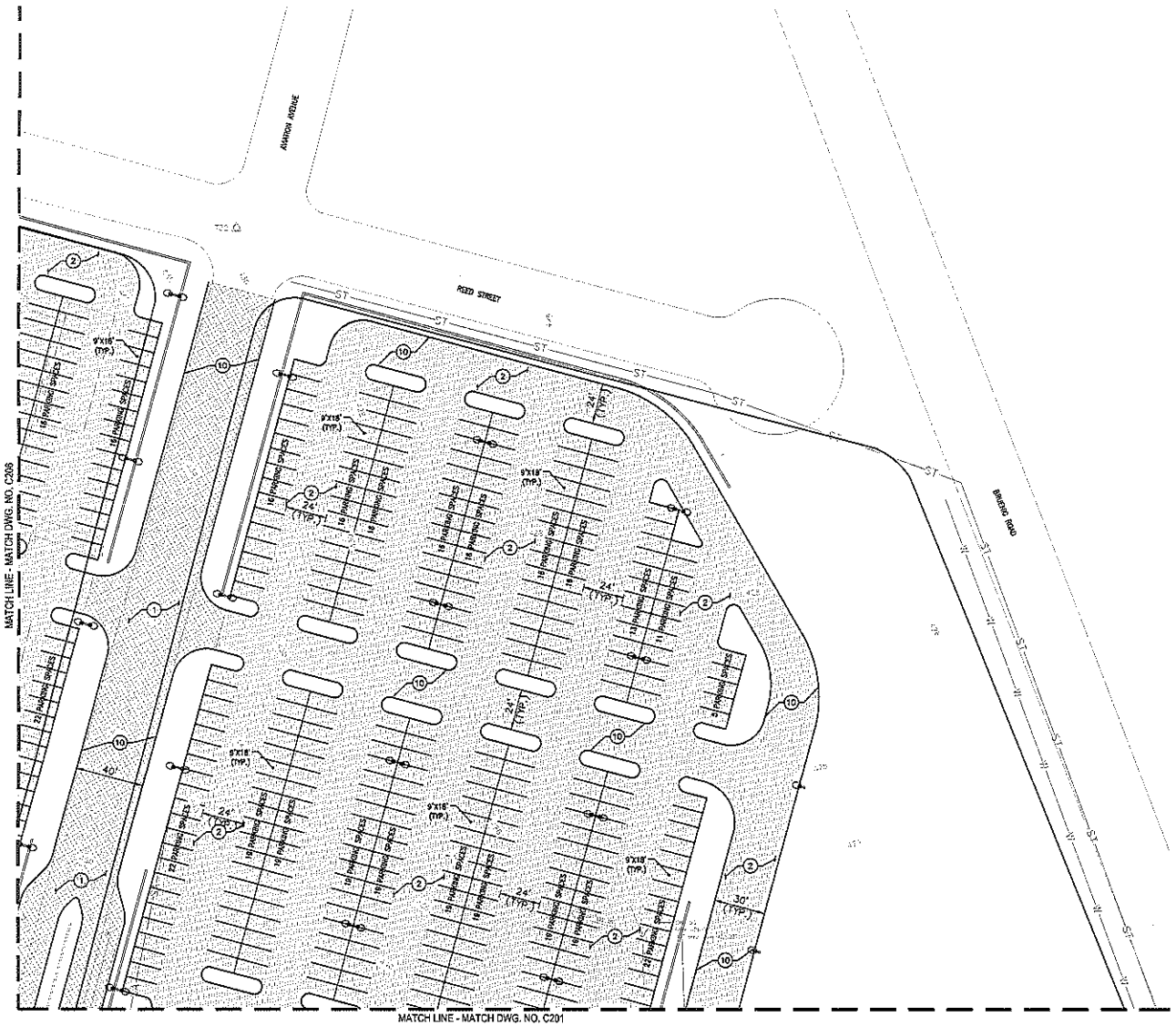
The Grand Hudson HOTEL & CASINO



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PROGRESS PRINT
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C207

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC Construction Consultants

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

SHEET TITLE:
LAYOUT & UTILITY PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

0 30 60 Feet

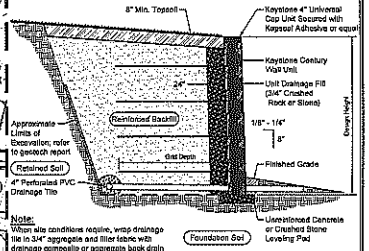
The Grand Hudson HOTEL & CASINO

LEGEND & ABBREVIATIONS:

123.45	PROPOSED ELEVATION
(123.45)	EXISTING ELEVATION
1.2%	PROPOSED RATE OF GRADE
(1.2%)	EXISTING RATE OF GRADE
495	PROPOSED MAJOR CONTOUR ELEVATION
493	PROPOSED MINOR CONTOUR ELEVATION
495	EXISTING MAJOR CONTOUR ELEVATION
493	EXISTING MINOR CONTOUR ELEVATION
ST	PROPOSED STORM SEWER PIPE
	PROPOSED DRAIN INLET
	PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL: REF. DETAIL C301.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.



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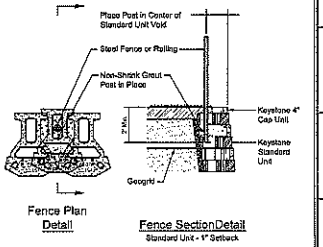
SCALE: NTS



2 MECHANICALLY STABILIZED EARTH RETAINING WALL FENCE SECTION
SCALE: NTS

MATCH LINE - MATCH DWG. NO. C302

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C301

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES, LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

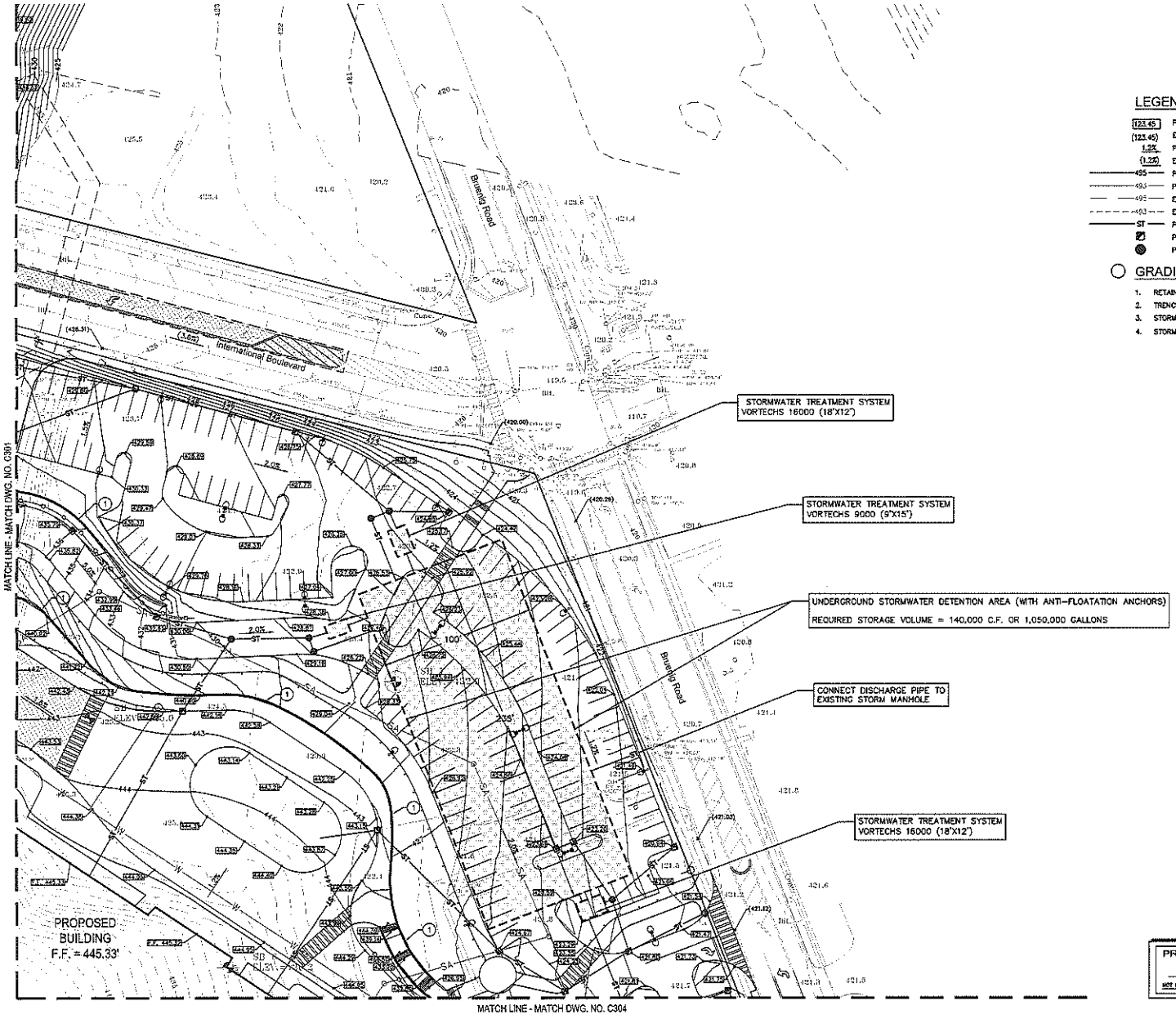
SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO



LEGEND & ABBREVIATIONS:

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- (1.2%) EXISTING RATE OF GRADE
- 495 PROPOSED MAJOR CONTOUR ELEVATION
- 493 PROPOSED MINOR CONTOUR ELEVATION
- 495 EXISTING MAJOR CONTOUR ELEVATION
- 493 EXISTING MINOR CONTOUR ELEVATION
- ST PROPOSED STORM SEWER PIPE
- PROPOSED DRAIN INLET
- PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL: REF. DETAIL C301.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.

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C302

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

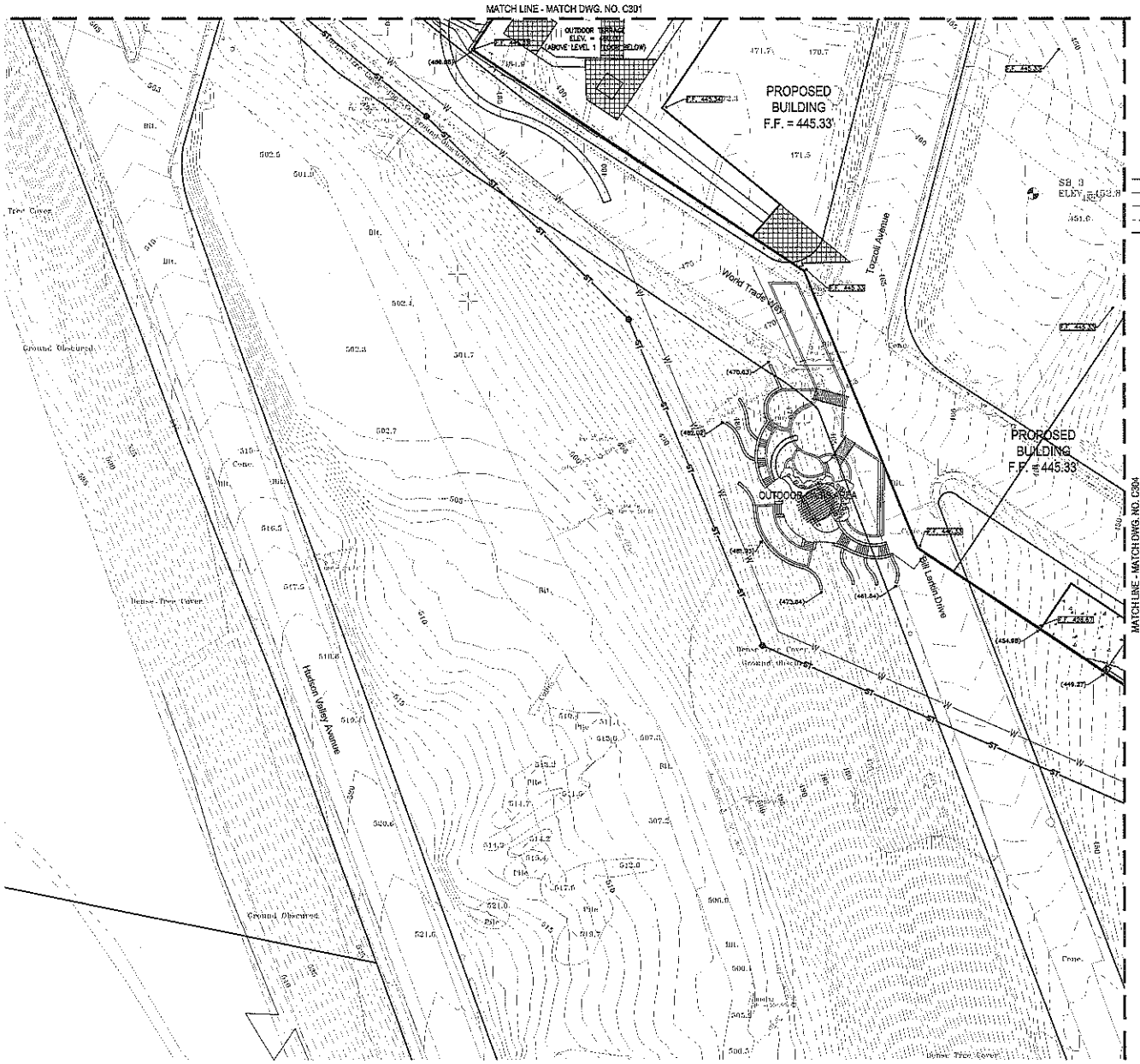
SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO



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493	PROPOSED MINOR CONTOUR ELEVATION
495	EXISTING MAJOR CONTOUR ELEVATION
493	EXISTING MINOR CONTOUR ELEVATION
ST	PROPOSED STORM SEWER PIPE
	PROPOSED DRAIN INLET
	PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL; REF. DETAIL C301.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.

PROGRESS PRINT
NOT FOR CONSTRUCTION

C303

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

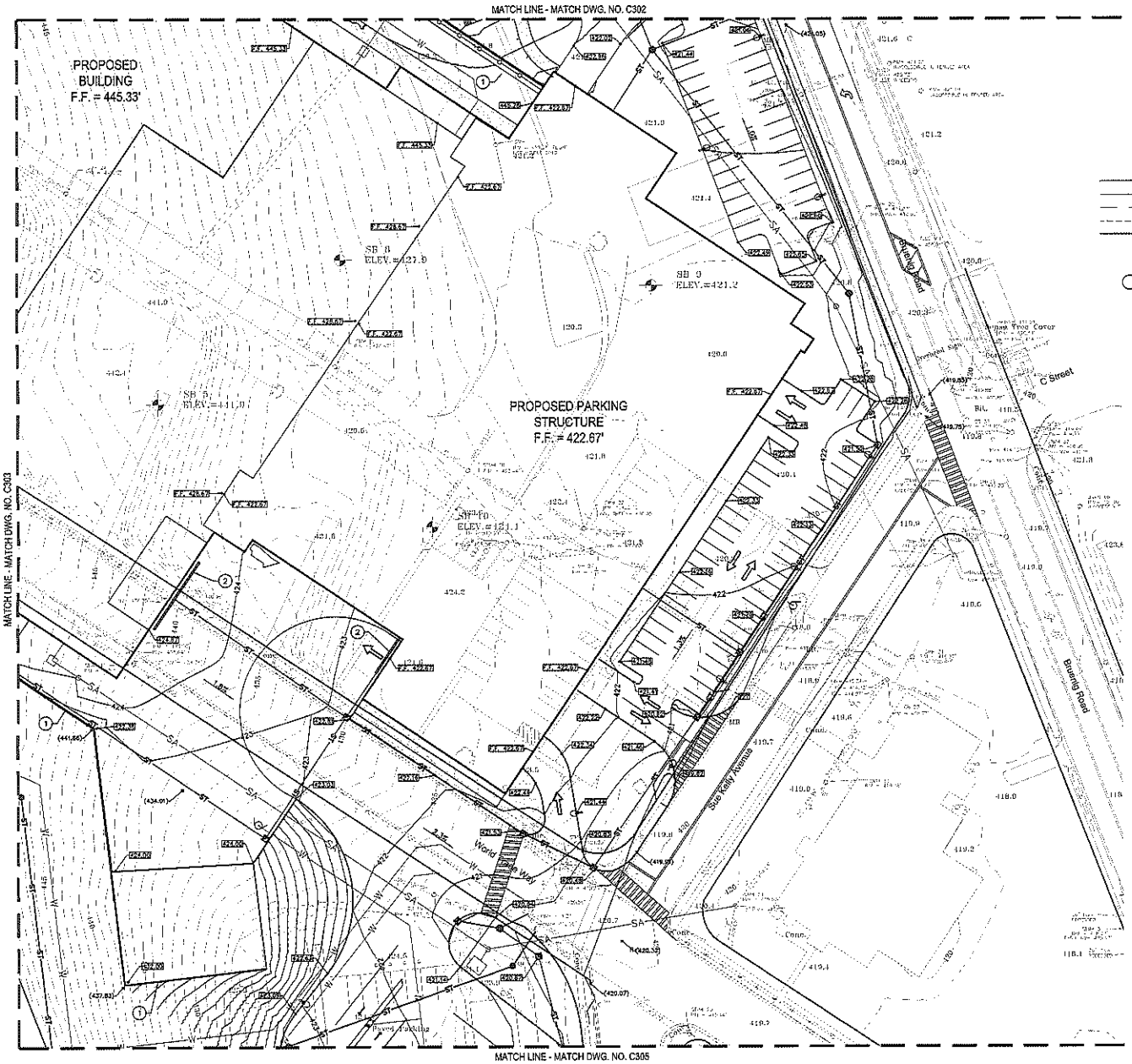
SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO



LEGEND & ABBREVIATIONS:

- [123.45] PROPOSED ELEVATION
- (123.45) EXISTING ELEVATION
- 1.2% PROPOSED RATE OF GRADE
- (1.2%) EXISTING RATE OF GRADE
- 495 PROPOSED MAJOR CONTOUR ELEVATION
- 493 PROPOSED MINOR CONTOUR ELEVATION
- 495 EXISTING MAJOR CONTOUR ELEVATION
- 493 EXISTING MINOR CONTOUR ELEVATION
- ST PROPOSED STORM SEWER PIPE
- PROPOSED DRAIN INLET
- PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL; REF. DETAIL C301.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.

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C304

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO

LEGEND & ABBREVIATIONS:

123.45	PROPOSED ELEVATION
(123.45)	EXISTING ELEVATION
1.2%	PROPOSED RATE OF GRADE
(1.2%)	EXISTING RATE OF GRADE
495	PROPOSED MAJOR CONTOUR ELEVATION
493	PROPOSED MINOR CONTOUR ELEVATION
495	EXISTING MAJOR CONTOUR ELEVATION
493	EXISTING MINOR CONTOUR ELEVATION
ST	PROPOSED STORM SEWER PIPE
	PROPOSED DRAIN INLET
	PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL: REF. DETAIL C301.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.

PROGRESS PRINT
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C305

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

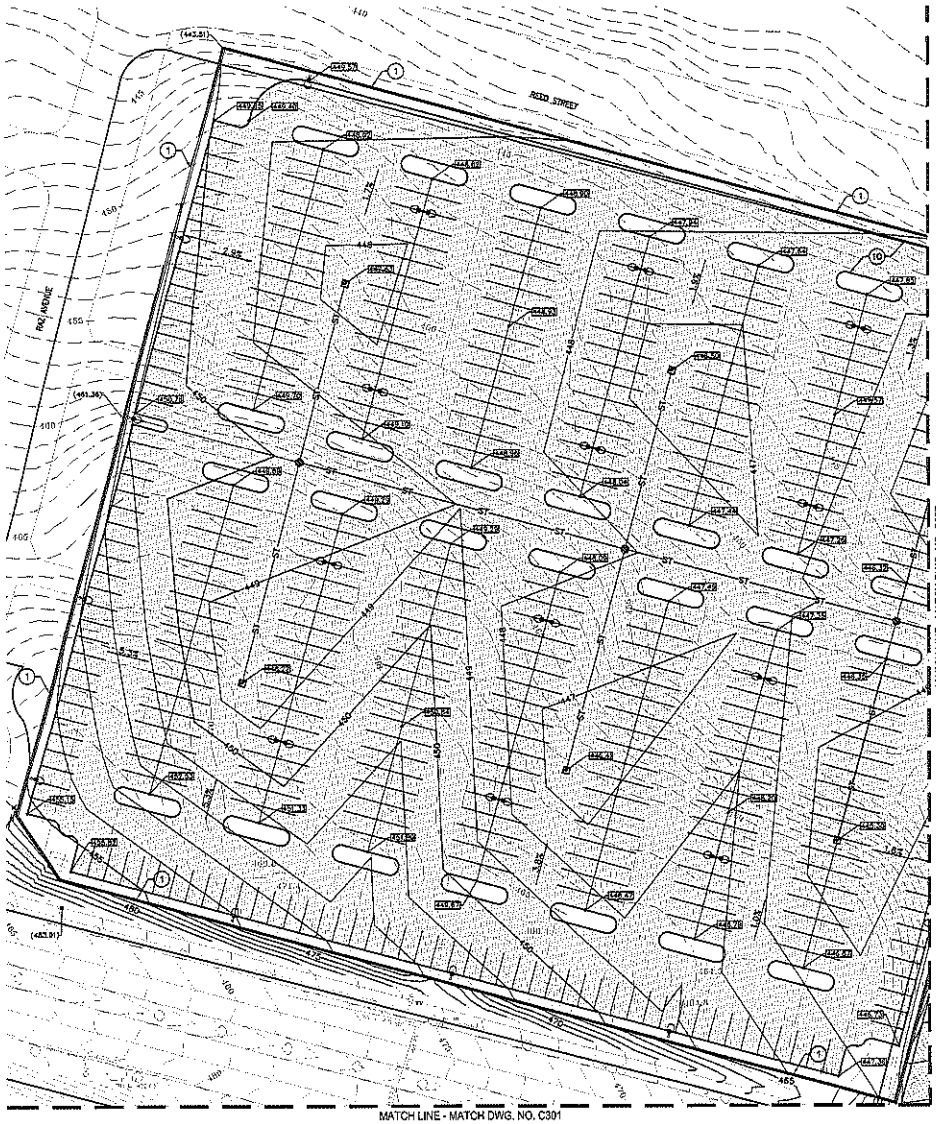
SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO



LEGEND & ABBREVIATIONS:

- [123.45] PROPOSED ELEVATION
- (123.45) EXISTING ELEVATION
- 1.2% PROPOSED RATE OF GRADE
- (1.2%) EXISTING RATE OF GRADE
- 495 PROPOSED MAJOR CONTOUR ELEVATION
- 493 PROPOSED MINOR CONTOUR ELEVATION
- 495 EXISTING MAJOR CONTOUR ELEVATION
- 493 EXISTING MINOR CONTOUR ELEVATION
- 5F PROPOSED STORM SEWER PIPE
- PROPOSED DRAIN INLET
- PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL; REF. DETAIL C301.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.

PROGRESS PRINT
NOT FOR CONSTRUCTION

C306

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

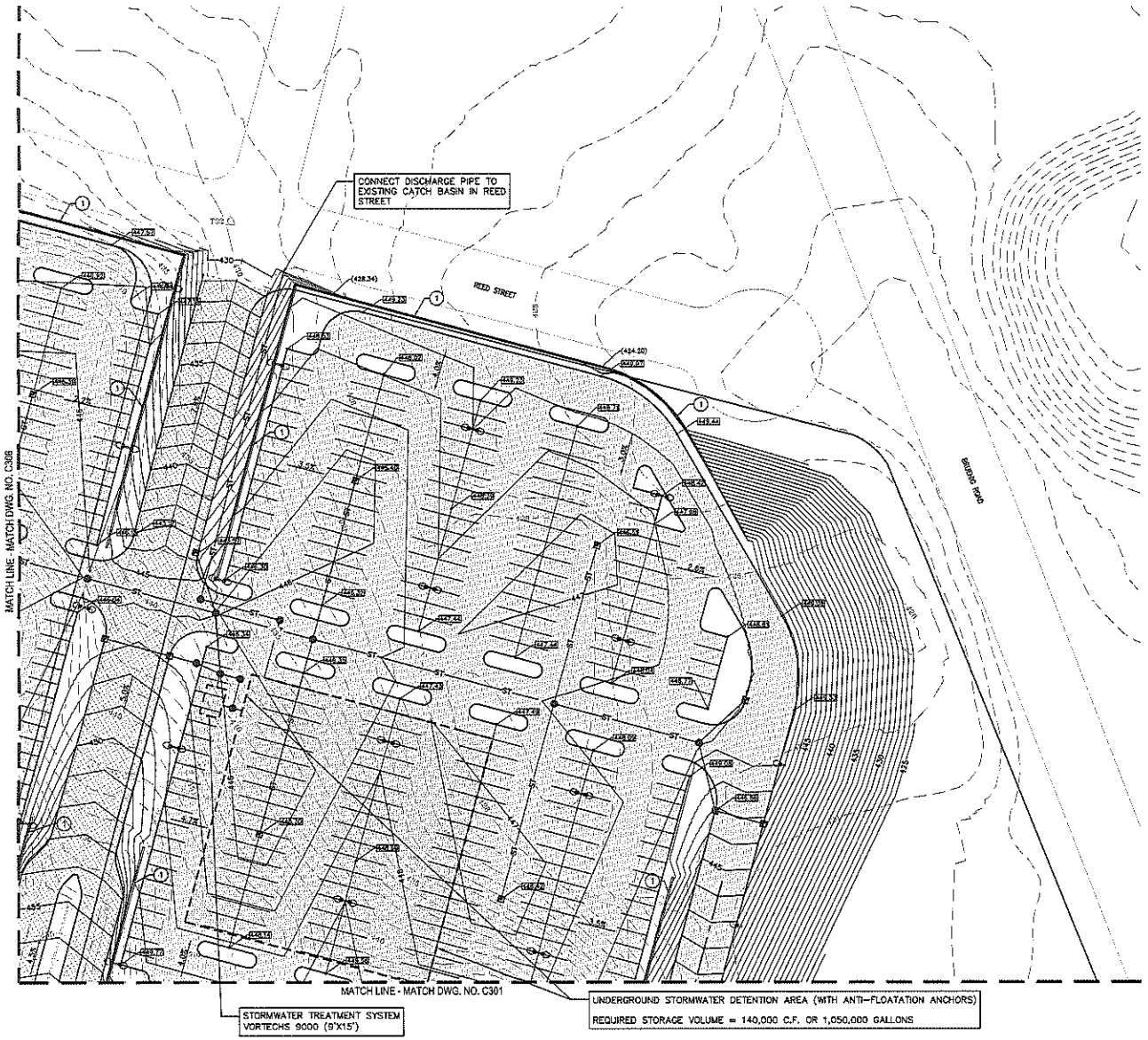
SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO



LEGEND & ABBREVIATIONS:

123.45	PROPOSED ELEVATION
(123.45)	EXISTING ELEVATION
1.2%	PROPOSED RATE OF GRADE
(1.2%)	EXISTING RATE OF GRADE
495	PROPOSED MAJOR CONTOUR ELEVATION
493	PROPOSED MINOR CONTOUR ELEVATION
495	EXISTING MAJOR CONTOUR ELEVATION
493	EXISTING MINOR CONTOUR ELEVATION
ST	PROPOSED STORM SEWER PIPE
	PROPOSED DRAIN INLET
	PROPOSED STORM MANHOLE

GRADING & DRAINAGE NOTES:

1. RETAINING WALL: REF. DETAIL C309.
2. TRENCH DRAIN.
3. STORM SEWER PIPES WILL BE HDPE.
4. STORM SEWER PIPE SIZES WILL VARY FROM 15" – 36" DIA.

PROGRESS PRINT
6/17/2014
NOT FOR CONSTRUCTION

C307

OWNER:
Greenetrack, Inc

LEGAL COUNSEL:
Hodgson Russ LLP ATTORNEYS

OWNER'S REPRESENTATIVE/ COST CONSULTANT:
BAER & ASSOCIATES, LLC

ARCHITECTURE & PLANNING:
WATG

SITE ASSESSMENT / CIVIL / ENGINEERING / SURVEYING/ LANDSCAPE / STRUCTURAL:
wendel

MEP ENGINEERS:
VANDERWEIL

INTERIOR DESIGN:
Wimberly INTERIORS

REAL ESTATE BROKER:
RealtyUSA

SHEET TITLE:
GRADING & DRAINAGE PLAN

EXHIBIT NO:
VIII.C.1.c

DATE:
June 30, 2014

SCALE: 1"=30'

The Grand Hudson HOTEL & CASINO

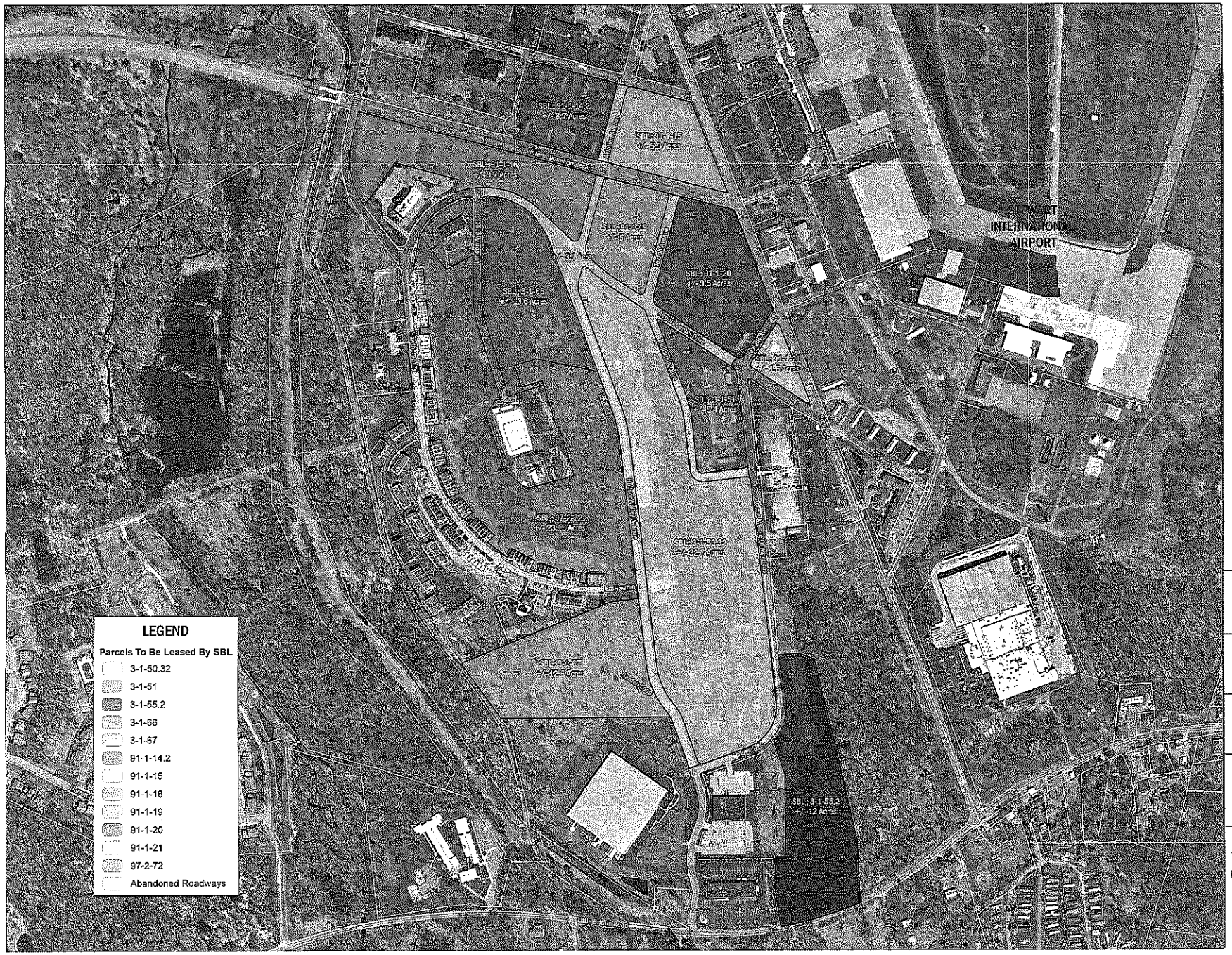
Exhibit VIII.C.1.d. Dimensions and Total Acreage, Schematic/Map Illustrating the Boundary of the Area of the Land Constituting the Project Site

Exhibit VIII.C.1.d Dimensions and Total Acreage, Schematic/Map Illustrating the Boundary of the Area of the Land Constituting the Project Site

The Project Site will consist of approximately 140 Acres of land to be leased from the Town of New Windsor and will consist of the following parcels:

Property Tax ID Number	Street / Location	Acres
334800.003.000-0001-066.00	Airport Center Dr & Hudson Valley Ave	10.6
334800.091.000-0001-016.00	International Blvd & World Trade Way	9.7
334800.091.000-0001-019.00	International Blvd & World Trade Way	5
334800.091.000-0001-020.00	International Blvd & Breuning Rd	9.5
334800.003.000-0001-051.00	Airport Center Dr AKA World Trade Way	5.4
334800.003.000-0001-050.32	Hudson Valley Ave & Ave of Americas	32.7
334800.003.000-0001-067.00	Hudson Valley Avenue	12.6
334800.097.000-0002-072.00	Hudson Valley Ave & World Trade Way	23.15
334800.091.000-0001-014.20	International Blvd & World Trade Way	8.7
334800.091.000-0001-015.00	Bruenig Rd & International Blvd	5.9
334800.003.000-0001-055.22	Rt 207 & Avenue of the Americas	12
334800.091.000-0001-021.00	Sue Kelly Ave & Airport Center Dr	1.6
	Abandoned Roadways Estimated	3.1
Town of New Windsor Total		**140**

The table above was provided by the Realtor (David Baritell) indicating the parcels included within the lease area. I have attached the County Tax Maps containing the subject properties for reference. Also attached is a map showing the entire property to be leased.



OWNER:

Greenetrack, Inc

LEGAL COUNSEL:

Hodgson Russ LLP

OWNER'S REPRESENTATIVE/
COST CONSULTANT:

BAER

ARCHITECTURE & PLANNING:

WATG

SITE ASSESSMENT / CIVIL /
ENGINEERING / SURVEYING/
LANDSCAPE / STRUCTURAL:

wendel

MEP ENGINEERS:

VANDERWEIL

INTERIOR DESIGN:

Wimberly INTERIORS

REAL ESTATE BROKER:

RealtyUSA

SHEET TITLE:

PARCELS TO BE LEASED

EXHIBIT NO:

DATE:

June 9, 2014

N W E S

0 125 250 500 Feet

at 24" x 36"

The Grand Hudson HOTEL & CASINO

Exhibit VIII.C.1.e. Geological or Structural Defect of the Project Site

Exhibit VIII.C.1.e Description of any Geological or Structural Defect of the Project Site

While not a geological or structural defect of the site per se, several borings indicate a soft layer of grey silt near el 395'. This stratum has been accounted for in the geotechnical report and yields a lower than desirable allowable bearing pressure for spread footings, particularly with the large columns loads. This will be remedied by use of a deep foundation system (i.e. driven piles). Refer to Geotechnical report.

Note: final geotechnical report is attached for reference.

There are no floodplains or floodways within the project area and no development will occur on lands subject to flooding. The site is located within Zone X as shown on the latest Flood Insurance Rate Map (FIRM), Map Number 36071C0330E, panel 330 of 630 with an effective date of August 3, 2009.

Note: FIRMette is attached for reference.

EMPIRE GEO SERVICES, INC.
A SUBSIDIARY OF SJB SERVICES, INC.

May 12, 2014
Project No. BE-14-047

Mr. Mark D. Molnar, P.E.
Wendel
140 John James Audubon Parkway, Suite 201
Amherst, New York 14228

Re: Preliminary Geotechnical Evaluation Report for
Proposed Site Development Project
International Boulevard
New Windsor, Orange County, New York

Dear Mr. Molnar:

Empire Geo-Services, Inc. (Empire) is pleased to submit two (2) copies this Preliminary Geotechnical Evaluation Report to Wendel, for the above referenced project. We have also forwarded, via e-mail, an electronic pdf file copy of this report for your use and distribution, as appropriate.

Please contact me, should you have any questions or comments regarding this preliminary report, or if you would like to discuss any project development issues. Thank you for considering Empire for this work and we look forward to continuing to work with you, through completion of this project.

Sincerely,

EMPIRE GEO-SERVICES, INC.

John J. Danzer, P.E.
Senior Geotechnical Engineer

Enc.: Preliminary Geotechnical Evaluation Report – 2 copies & electronic pdf copy / via e-mail

cc: Mr. Orest Ciolko, P.E. - Wendel / via e-mail
Mr. Craig Alexander, P.E. – Wendel / via e-mail

CORPORATE/ BUFFALO OFFICE
5167 South Park Avenue
Hamburg, NY 14075
Phone: (716) 649-8110
Fax: (716) 649-8051

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Ballston Spa, NY 12020

5 Knabner Road
Mechanicville, NY 12118
Phone: (518) 899-7491
Fax: (518) 899-7496

☐ **CORTLAND OFFICE**
60 Miller Street
Cortland, NY 13045
Phone: (607) 758-7182
Fax: (607) 758-7188

☐ **ROCHESTER OFFICE**
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

MEMBER
ACEC New York
American Council of Engineering Companies of New York

EMPIRE GEO SERVICES, INC.
A SUBSIDIARY OF SJB SERVICES, INC.

CORPORATE/
BUFFALO OFFICE
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Cortland, NY 13045
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☐ ROCHESTER OFFICE
535 Summit Point Drive
Henrietta, NY 14467
Phone: (585) 359-2730
Fax: (585) 359-9668

MEMBER
ACEC New York
American Council of Engineering Companies of New York

Preliminary Geotechnical Evaluation Report for Proposed Site Development Project International Boulevard New Windsor, Orange County, New York

Prepared For:

Wendel
140 John James Audubon Parkway, Suite 201
Amherst, New York 14228

Prepared By:

Empire Geo-Services, Inc.
5167 South Park Avenue
Hamburg, New York 14075

5/12/14

Project No. BE-14-047
May 2014

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FIGURE 4 – SUBSURFACE EXPLORATION PLAN

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APPENDIX A – PRELIMINARY TEST BORING LOGS AND GROUNDWATER OBSERVATION WELL INSTALLATIONS

APPENDIX B – GEOTECHNICAL REPORT LIMITATIONS

1.00 INTRODUCTION

1.10 GENERAL

This report summarizes the results of a preliminary subsurface exploration program and geotechnical engineering evaluation completed by Empire Geo-Services, Inc. (Empire) for a proposed development project being considered on a portion of an approximately 146 acre parcel located off International Boulevard in New Windsor, Orange County, New York. The approximate location of the project site is shown on Figure 1.

Wendel retained Empire to complete this work, which was done in accordance with our proposal dated March 20, 2014. This work was completed to evaluate the geotechnical characteristics of the site, with regard to foundation support of the proposed buildings being considered for development on the site, and to provide preliminary geotechnical design and construction considerations / recommendations to assist the design team with planning and preliminary design.

The preliminary subsurface exploration program completed by Empire consisted of a total of twelve (12) test borings advanced across the site, of which two (2) borings were advanced into apparent bedrock at depths ranging between 60 and 75 feet at these locations, with the remaining ten (10) borings being advanced to depths ranging between about 20 feet and 70 feet. In addition groundwater observation wells were installed and monitored in two (2) of the completed test borings. SJB Services, Inc. (SJB), our affiliated subsurface exploration drilling company, completed the test borings and groundwater observation well installations for the subsurface exploration program.

On this basis, Empire prepared this report, which summarizes the subsurface conditions encountered by the test borings and groundwater observation wells and presents preliminary geotechnical engineering considerations and recommendations to assist in planning and preliminary design of the site development. Specifically our preliminary evaluation addresses the soil, bedrock and groundwater conditions present on the site, with regard to their impacts on foundations, slab-on-grade floor construction, pavement and site work construction.

1.20 SITE DESCRIPTION AND PROPOSED DEVELOPMENT PROJECT

The site of the proposed development project is located to the southwest of Stewart International Airport in the Town of New Windsor, Orange County, New

York within a former US Military Academy Outpost. The proposed development site is bounded within the area of International Boulevard to the north; Breunig Way, Sue Kelly Avenue, and Avenue of Americas to the east; Bill Larkin Drive to the south; and Bill Larkin Drive, Airport Center Drive and Aviation Avenue to the west.

The site was occupied by several buildings associated with the military outpost, as shown on Figure 2. Many of these buildings have been demolished, however, some buildings still remain, as shown on Figure 3. At the locations of the buildings which have been demolished, remnants of the foundations are still present.

The site can be described as having two distinct topographic features. These include a lower glacial outwash plateau area within the eastern portion of the site, with ground surface elevations (El.) ranging between about El. 420 to 421 feet along the east side and about El. 425 to 430 feet to the west. Further to the west the topography of the site consists of a more steeply sloped glacial drumlin, with ground surface elevations ranging from about El. 425 to 430 feet at the slope toe, up to about El. 445 to 485 feet along the western limits of the project site, with grades continuing to rise further to the west. The existing ground surface contours are shown Figure 4, which was developed from a site topographic survey map provided by Wendel.

The proposed development project is currently planned to include an entertainment and hotel complex consisting of the following adjoining structures from northwest to southeast:

- A 1 to 2 story event center at the northwestern end of the facility;
- A 1 to 2 story hotel amenities area;
- A 15 to 16 story high rise hotel building;
- A 2 story casino area, with one level of underground parking space; and
- A 4 to 5 story parking garage structure at the southeastern end of the facility.

In addition the project will also include construction of access drives and parking areas to the north and northeast of the complex, as well as to the southeast and south of the parking garage structure, Access entrances to the complex are planned from International Boulevard and Breunig Way.

Figure 4 shows a general plan of the proposed site development, however, it is understood this plan may change as the project is evaluated and further developed.

Accordingly, at this time the final building configurations and structure loads, as well as the floor elevations and site grading have not been established.

2.00 SUBSURFACE EXPLORATION

The preliminary subsurface exploration program completed to characterize the subsurface conditions at the site consisted of a total of twelve (12) test borings, designated as B-1 through B-12. In addition, groundwater observation wells were installed in two (2) of the test borings (B-7 and B-11). The test borings and groundwater observation well installations were completed by SJB between March 27th, 2014 and April 7th, 2014. The approximate locations of the test borings with respect to site topographic survey map and general plan of the proposed site development are shown on Figure 4.

The proposed test boring locations were initially established on a preliminary proposed site development plan prepared by Wendel. Using this plan, SJB then staked the boring locations in the field using tape and wheel measurements and visual observations referenced to existing site features. Some of the borings had to be relocated due to steeply sloping terrain, existing and former building locations and utilities present on the site. The "as-drilled" test boring locations and ground surface elevations at the test boring locations were obtained and recorded by the project surveyor and plotted on the site topographic survey map provided by Wendel, which was used to develop Figure 4.

Test borings B-4, and B-6 through B-11were located in the lower flatter plateau area of the site, while test borings B-1, B-2, B-3, B-5 and B-12 were located in the more steeply sloped drumlin area of the site. Test borings B-4 and B-9 were advanced through the overburden soils and into apparent bedrock encountered at depths of about 60 feet and 75 feet, respectively, at these locations. Test borings B-1, B-3, B-10 and B-12 were advanced in soil until auger refusal was met at depths of 20.4 feet, 65.5 feet, 29.5 feet and 57.5 feet, respectively. The auger refusal material was cored in boring B-3 and was found to consist of cobble/boulder material. The nature of the auger refusal material encountered in borings B-1, B-10 and B-12 was not determined. The remaining test borings were advanced in soil to depths ranging between 30 and 40 feet, and terminated.

The test borings were made using a Diedrich model D-50 rubber track all terrain vehicle mounted drill rig and a Central Mine Equipment (CME) model 850 steel track all terrain vehicle mounted drill rig. The test borings were generally advanced in the soils using hollow stem auger and split spoon sampling techniques. However in a few cases, open hole, with tri-cone washing, was used to

advance the borings through some very compact zones, as noted on the test boring logs.

Split spoon samples and Standard Penetration Tests (SPTs) were taken continuously from the ground surface to a depth of 12 feet and then in intervals of five feet or less below the zone of continuous sampling until boring completion or auger refusal was met. The split spoon sampling and SPTs were completed in general accordance with *ASTM D 1586 - "Standard Test Method for Penetration Test and Split-Barrel Sampling of Soils"*.

After reaching auger refusal at test boring locations B-3, B-4 and B-9 the refusal material encountered was cored using a NQ size double tube core barrel in accordance with *ASTM D 2113 – "Standard Practice for Rock core Drilling and Sampling of Rock for Site Investigation"*. Ten (10) feet and eight (8) feet of bedrock was cored in borings B-4 and B-9, respectively. As stated above, the refusal material cored in boring B-3 was found to consist of cobble/boulder material.

Groundwater observation wells were installed in test borings B-7 and B-11 to help assess groundwater levels on the site. The wells were installed with hollow stem auger drilling techniques in general accordance with *ASTM D5092 Standard Practice for Design and Installation of Ground Water Monitoring Wells in Aquifers*. The well installation consisted of a 2-inch diameter PVC well screen and riser pipe with sand filter, bentonite seal and soil backfill. A protective stick-up surface casing and surrounding concrete seal were installed at the surface to finish the well installation. Well installation diagrams, showing the details of the observation well construction, are presented following the respective test boring logs B-7 and B-11 in Appendix A.

A geotechnical engineer prepared the test boring logs based on visual observation of the recovered soil samples and rock core, along with review of the driller's field notes. The soil samples were described based on a visual/manual estimation of the grain size distribution, along with characteristics such as color, relative density, consistency, moisture, etc. In addition the Unified Soil Classification System (USCS) group symbols were also established and are presented on the logs for the soil types encountered. The recovered rock core samples were also described, including characteristics such as color, rock type, hardness, weathering, bedding thickness, core recovery and rock quality designation (RQD). The test boring logs are presented in Appendix A, along with general information and a key of terms and symbols used to prepare the logs.

3.00 SUBSURFACE CONDITIONS

3.10 GENERAL SUMMARY OF SUBSURFACE CONDITIONS

A. Plateau Area:

The general stratigraphy encountered in test borings B-4, and B-6 through B-11 located in the lower flatter plateau area of the site (i.e. area below about El. 430 feet) consisted of upper loose to firm fluvial sand and silt soil glacial outwash deposits, which overly deeper zones of gravel, cobbles and boulders and firm to very compact glacial till deposits of sand, silt, gravel and rock fragment mixtures. These deeper more dense soils appear to form the valley wall of the glacial till drumlin, beneath the upper loose to firm fluvial deposits. The exception being at boring B-11, where the upper loose to firm fluvial sand and silt soil deposits were absent indicating the denser glacial till drumlin deposits are within close proximity to the surface in this area. Within borings B-4 and B-9, Shale and Siltstone bedrock was encountered at depths of 60 feet (El. 365.0 feet ±) and 75.5 feet (El. 345.7 feet ±), respectively.

B. Drumlin Area:

The general stratigraphy encountered in test borings B-1, B-2, B-3, B-5 and B-12 located within the more steeply sloped and higher glacial till drumlin area of the site (i.e. area above about El. 430 feet) consisted of zones of gravel, cobles and boulders and generally firm to very compact glacial till deposits of sand, silt, gravel and rock fragment mixtures. However within test boring B-12, the upper glacial till deposits (i.e. above about El. 409.4 feet ±) contain some looser zones, which were not evident in the other borings made in the drumlin area. The depth and elevation of bedrock was not determined in the test borings made within the exposed drumlin area.

The soil, bedrock and groundwater conditions encountered are described further in the following sections and in more detail on the test boring logs presented in Appendix A.

3.20 SURFACE MATERIALS AND FILL SOILS

Topsoil was encountered at the surface of test boring locations B-7 through B-12 and ranged in thickness between approximately 1-inch and 5-inches at these locations. A distinct topsoil layer was not noted by the driller at the remaining test boring locations. In addition to the topsoil, foundation and slab remnants of

previously demolished structures are also present at the surface at various locations within the site.

Apparent man placed fill soils were encountered in test borings B-3, B-4, B-5, B-8, B-9, B-11 and B-12. The apparent fill composition consists of brown, brown-gray, brown-black sand and silt soils with inclusions of gravel, rock fragments, organics and root matter. The varying composition and density of the apparent fill indicates it was most likely placed in a non-engineered manner. The apparent fill soils were found to extend to depths of typically around 4 feet below the existing ground surface at these test boring locations. However, at test boring B-5 the fill extends to about 10 feet.

It should be expected that the fill soil depths between and away from the test boring locations most likely will vary. It can also be expected that fill soils will be present, and will extend to the bottom of previous excavations made for the existing and previous building structures (i.e. for the foundations), as well as for other possible structures and utilities, which are or were present on the site.

3.30 INDIGENOUS SOILS

The indigenous soils encountered are non-organic, and are not considered to be highly compressible, nor highly susceptible to shrinkage, swelling, or liquefaction in the case of a seismic event. The indigenous soils are generally of a very slight to mainly non-plastic nature. Deposits of cohesive clay type soils were generally absent within the test borings.

The indigenous soils encountered in the lower flatter plateau area of the site consisted of upper loose to firm fluvial sand and silt soil glacial outwash deposits, which overly deeper zones of gravel, cobbles and boulders and firm to very compact glacial till deposits of sand, silt, gravel and rock fragment mixtures. Within the more steeply sloped and higher exposed glacial till drumlin area of the site, the indigenous soils consisted of zones of gravel, cobles and boulders and generally firm to very compact glacial till deposits of sand, silt, gravel and rock fragment mixtures. At test boring B-12, however, some looser zones were present within the upper glacial till deposits (i.e. above about El. 409.4 feet ±).

The indigenous soil deposits are generally classified as ML, SM, SP, GM and GP group soils using the Unified Soil Classification System (USCS). The finer grained silt and fine sand deposits encountered are generally of a very slight to non-plastic nature.

Standard Penetration Test (SPT) "N" values obtained in the indigenous soils varied with location and depth, ranging from as low as 1 to "REF – sample spoon refusal" (i.e. 50 blows to advance the split spoon with 6-inches or less of penetration). The SPT "N" values indicate the relative density of the slight to non-plastic silt and fine soil fluvial deposits are typically loose to firm, while the relative density of glacial till deposits of sand, silt, gravel and rock fragment mixtures are typically firm to very compact.

Zones of cobbles and boulders and very compact soils (i.e. SPT "N" values of about 50 or greater and "REF") were encountered in the test borings at the following depths:

Boring No.	Zones (Depths) of Cobbles and Boulders and/or Very Compact Soils
B-1	9'-20.4' (Auger Refusal at 20.4')
B-2	6'-17'
B-3	0'-12' and 60'-65.5' (Auger Refusal at 65.5')
B-4	52.5'-60' (Bedrock at 60')
B-5	21'-26'
B-6	Not Encountered
B-7	Not Encountered
B-8	10'
B-9	32.5'-75.5'(Bedrock at 75.5')
B-10	27.5'(Auger Refusal at 29.5')
B-11	4'-21'
B-12	10' and 57.5'(Auger Refusal at 57.5')

The auger refusal material encountered in test boring B-3 at a depth of 57.5 feet was cored, and found to consist of coble/boulder material.

3.40 BEDROCK

Shale and Siltstone bedrock was encountered at depths of 60 feet (El. 365.0 feet ±) and 75.5 feet (El. 345.7 feet ±), at test borings B-4 and B-9, respectively, which were made within the lower flatter plateau area of the site.

Bedrock core samples obtained from these borings after reaching auger refusal, consisted of gray, medium hard, weathered, thinly bedded to bedded, Shale and Silstone, with bedding planes up to 45 degrees from horizontal. Core recoveries ranged from 58% to 94%. Rock quality designation (RQD) values ranged

between 11% and 20%, indicating the recovered rock cores have a very poor rock mass quality.

Geologic maps prepared by the New York State Geological Survey indicate the uppermost bedrock formation in this area is the middle Ordovician period, Normanskill Shale and Siltstone formation of the Trenton Geologic Group

3.50 GROUNDWATER CONDITIONS

Water level measurements were made in the test borings during and at the completion of overburden drilling and sampling, as well as prior to and following coring, as noted on the test boring logs. We note that water was added to the test borings to facilitate coring and in some cases to facilitate drilling through some very compact soil zones, as noted on the logs. Groundwater observation wells were installed in test borings B-7 and B-11, also to help assess groundwater levels on the site.

Table 1 presents a summary of the depths and elevations where groundwater was first encountered in the test borings, or prior to coring, as well as the water levels measured on April 8, 2014 in the groundwater observation wells installed at test borings B-7 and B-11.

Groundwater water was typically encountered in the test borings at elevations ranging between El. 409.3 feet and 417.2 feet. The exception being at boring B-12, where water was first encountered at El. 429.1 feet. Groundwater levels measured in the wells on April 8, 2014 were at a depth of 7.9 feet (El. 415.0 feet) in the well at boring B-7 and at a depth of 11.4 feet (El. 413.2 feet) in the well at boring B-11.

Based on these groundwater observations and measurements it appears that a generalized groundwater condition (i.e. "groundwater table") is present on the site around El. 409 to 417.5 feet. It is possible the higher groundwater level observed in boring B-12 may the result of some localized zones of perched or trapped groundwater which may be present within the upper drumlin soils.

4.00 PRELIMINARY GEOTECHNICAL EVALUATION AND RECOMMENDATIONS

4.10 GENERAL GEOTECHNICAL CONSIDERATIONS

The following general considerations and preliminary recommendations are provided to assist with planning and preliminary design of the proposed development project being considered on the site. Additional preliminary recommendations are presented in the subsequent sections of this report. Additional geotechnical investigations and evaluations will be necessary, as discussed below for final design once the final building development plans and loading conditions, along with final site grading and development plans, are established.

From a geotechnical standpoint, the proposed development project will be impacted by the topography of the site and the varying nature of the soil conditions present between the two general topographical areas present on the site. Selection of the appropriate foundation system necessary to support the various building components and parking garage will be dependent on the final established building locations, the structure loads and the design grades of the foundation system in relation to the site topography and subsurface conditions present.

4.10.1 Foundation Support

The use of spread type foundations, in some cases, will be possible depending on the structure location, loads, and acceptable settlement. Based on our analyses, the allowable bearing capacity of spread foundations constructed over the lower flatter plateau area (i.e. within the site area below El. 430 feet) will be limited to around 2,000 to 3,000 pounds per square foot (psf), with a maximum permissible column foundation width of about 8 feet. Footings larger than about 8 feet in this area are estimated to undergo settlement in excess of 1-inch.

Higher allowable bearing capacities, however, will be possible for spread type foundations constructed over the more steeply sloped and higher glacial till drumlin area of the site (i.e. within the site area above about El. 430 feet). In this case allowable spread foundation bearing capacities in the range of 3,000 psf to 6,000 psf appear will be possible. Preliminary design recommendations for spread foundations are discussed further in Section 4.20 below.

Alternatively, depending on the structure loads and foundation locations, it appears a deep foundation system may be necessary, particularly for the more heavily loaded high rise hotel and parking garage structures. In this case, it is preliminarily recommended that driven H-piles, which are driven to refusal on bedrock or to practical refusal in the deeper bouldery and/or very compact glacial till deposits, be considered. H-piles driven to refusal are expected to develop allowable axial compressive capacities in the range of 90 to 130 tons per pile, depending on the pile section used. Additional preliminary design recommendations for driven piles are discussed further in Section 4.30 below.

4.10.2 Groundwater Considerations

It will also be necessary to consider the groundwater conditions present on the site, with regard to the site preparation, structure/utility excavations, and permanent foundation/structure drainage. Based on the water levels observed during advancement of the preliminary test borings and in the groundwater observation wells, it appears that a generalized groundwater condition (i.e. "groundwater table") is present on the site around El. 409 to 417.5 feet. Localized zones of perched or trapped groundwater also appear to be present within the upper drumlin soils.

The indigenous finer grained silt and fine sand deposits present in the lower plateau area are expected to undergo relatively rapid excavation bottom and sidewall instability, if not properly dewatered in advance of performing excavations below the permanent groundwater table The indigenous silty sand soils are also highly susceptible to erosion and water transport, if not properly separated from foundation drainage systems and porous trench bedding. Such migration of fines could result in eventual subsidence and settlement problems around the structures and beneath pavements.

It is recommended the building areas and structural foundation elements (i.e. spread foundations, pile caps, grade beams, elevator pit structures, etc.) be constructed as high as possible to eliminate intrusion into the permanent groundwater table. If any permanent depressed structures would extend below the permanent groundwater table, we would recommend they be designed to resist hydrostatic pressures / uplift acting on the structure and be fully waterproofed. Depressed structures such as below grade parking, loading docks, elevator pits, earth retaining walls, etc. which are situated above the permanent groundwater table, can be designed with conventional foundation wall and underslab drainage

Construction dewatering will need to be implemented as necessary for surface water control and for all excavations, which will encounter groundwater conditions. It is anticipated that conventional sump and pump methods of dewatering, along with the placement of a crushed stone working mat/drainage layer and underdrains, in the bottom of the excavations can be used to control localized perched groundwater conditions, where the excavations are above the permanent groundwater table.

For excavations which may extend below the permanent groundwater level, more substantial methods of dewatering are expected to be necessary to adequately depress the groundwater conditions. Within the lower plateau area the use of a vacuum well point type dewatering system appears will be necessary to properly dewater the finer grained silt and sand deposit. In addition, the placement of a crushed stone working mat/drainage layer in the excavation bottom, to assist with the vacuum well point dewatering effort, appears would also be necessary to provide a suitable working surface. With regard to dewatering below the permanent groundwater table, particularly in the lower plateau area, we recommend a Dewatering Specialty Contractor be retained to design and construct appropriate dewatering systems.

4.10.3 Site Preparation Considerations

The site preparation work should be performed during seasonal dry periods to minimize potential degradation of the subgrade soils and potential undercuts which may be required to establish a stable base for construction. It should be understood that the indigenous subgrade soils that will be exposed are sensitive and will degrade and lose strength when they are wet and disturbed by construction equipment traffic. Accordingly, efforts should be made to maintain the subgrades in a dry and stable condition at all times, and not permit excessive or heavy construction traffic directly over these soils.

Measures to provide suitable site drainage should be implemented as necessary prior to commencing the site stripping and subgrade preparation work. Such measures, may include installation of drainage swales to intercept and divert surface runoff away from the construction areas, sloping of the subgrade and "sealing" of the surface with a smooth drum roller to promote runoff, and restricting construction equipment traffic from traveling directly over the subgrade surfaces, especially when they are wet. The placement of a suitable base material and underlying stabilization geotextile, beneath haul roads, and in construction staging areas, will help to protect the subgrades and minimize problems associated with subgrade degradation.

The site preparation work should include the removal and proper disposal of all existing structures, utilities, trees, stumps, vegetation, topsoil, organic soils, etc., and existing non-engineered man-placed fill materials present within the proposed building and parking structure pad areas and pavement areas. Following removal of the surface materials and excavation to the proposed subgrades, the exposed subgrades should be proof-rolled and evaluated under the guidance and direction of qualified geotechnical engineering personnel.

Undercuts, which may be required as the result of unsuitable or unstable soils present, should be performed based on guidance provided by the geotechnical engineer. Resulting undercuts should be backfilled with a suitable material as recommended by the geotechnical engineer.

The placement of an initial lift of suitable larger size stone fill material (i.e. minus 6-inch crusher run stone, No.3 & No.4 Stone, etc.) encased in stabilization geotextile top and bottom, may be necessary in some cases to help stabilize the subgrades prior to the subgrade fill placement, particularly if the existing subgrades are in a soft/wet condition.

The subgrade fill should be placed to a stable condition and should not "pump" or show signs of movement or significant deflection (i.e. unstable conditions) as it is being constructed. Any unsuitable conditions should be undercut and removed. The fill subgrades should also be properly graded, drained and protected from moisture and frost. Placement of fill over wet, soft, snow covered or frozen subgrades should not be permitted.

Subgrade fill placement necessary to raise site grades should be performed sufficiently in advance of foundation, floor slab, pavement and utility construction. We recommend the subgrade fill placement, in areas requiring more than about 3 to 4 feet of fill, be completed at least 1 to 2 months in advance of the foundation, floor slab, utility and pavement construction, to allow for associated settlements to occur.

Preliminarily, general site grading cut and fill slopes appear should be established at slopes no steeper than about 2 horizontal to 1 vertical. This is contingent that no groundwater seepage is present.

The on-site soils should be able to be used for constructing the fills for establishing the building pad and pavement areas, provided they can be properly placed and compacted in a controlled manner and to a stable well engineered

condition, in accordance with our recommendations. On-site soils which are used for filling within the building pad area and pavement areas should consist of current undisturbed indigenous soils which are free of all demolition debris, existing fill materials, organics, and any soft, wet or otherwise deleterious material. In addition, indigenous soils consisting of fine grained silt and fine sand should be segregated out and not used for subgrade fill within the building and pavement areas. It is recommended that subgrade fill placed directly beneath spread foundations consist of an imported Structural Fill material, as described below in Section 4.90.

It should be understood, that the on-site soils may be difficult to work with (i.e. dry for proper compaction), vs. an imported Suitable Granular Fill or Structural Fill material as described below, particularly during seasonally inclement or wet weather. Efforts should be made to maintain the fill subgrades in a dry and stable condition at all times, and limit construction traffic directly over these soils, particularly if they become wet. Subgrade fill should have a moisture content within –3 % to +1 % of the optimum moisture content (determined by ASTM D 1557) when it is placed and compacted. Soils having moisture contents exceeding this range may require drying efforts to be implemented by the contractor.

Subgrade fill placed to establish the building pad and pavement areas, using the on-site soil material and/or imported Structural Fill or Suitable Granular Fill, should be compacted to a minimum of 95 percent of the maximum dry density as measured by the modified Proctor moisture-density relationship (ASTM D 1557). The subgrade fill should be placed in horizontal lifts that do not exceed a maximum loose lift thickness of 6 to 9 inches. The loose lift thickness should be reduced in conjunction with the compaction equipment used so that the required density is attained. All fill placement and compaction should be closely monitored and tested on a "full-time" basis by qualified geotechnical engineering personnel.

In conjunction with preparation of the building pad, a crushed stone working mat/drainage layer be should be considered to provide a suitable working surface for the foundation construction. The working mat/drainage layer will also help with construction dewatering efforts (i.e. control of potential localized perched groundwater seepage) and will also help protect the underlying subgrades. In addition the working mat/drainage layer can also be incorporated into a permanent underslab drainage layer beneath the ground floor system.

Depending on the subgrade and groundwater conditions, it is anticipated the crushed stone working mat/drainage layer may need to range between about 12-inches and 18-inches ±, thick. It may also be necessary to increase the thickness of

this layer in areas where construction traffic will be more concentrated such as for pile driving, foundation/pile cap excavation, spoil removal and placement of concrete and also where the subgrade soils consist predominately of fine sand and silt soil (i.e. within the plateau area).

The working mat/drainage layer material should consist of Structural Fill (Subbase Stone), as describe in Section 4.90. A stabilization / separation geotextile, such as Mirafi 500X or equivalent should be placed over the existing subgrades prior to placement of the working mat/drainage layer.

4.20 PRELIMINARY RECOMMENDATIONS FOR SPREAD FOUNDATION DESIGN

The use of spread foundations will require excavation and removal of all existing structures, utilities and fill from beneath the foundations. Spread foundations should bear on suitable, relatively undisturbed indigenous soil bearing grades or they can bear on compacted Structural Fill, which is placed over suitable indigenous soil bearing subgrades.

Where compacted Structural Fill is placed beneath spread foundations, it should extend out horizontally beyond the foundation limits, a distance equal to at least 0.5 times the thickness of the Structural Fill layer beneath the foundation. This will need to be considered in preparing the foundation bearing grades, particularly where site grade fills are required. Recommendations for compacted Structural Fill material are described below in Section 4.90.

In all cases continuous foundations should be at least 2.0 feet in width and column/individual foundations should be at least 3.0 feet in width. Interior foundations should be embedded a minimum of 2.5 feet, below finished floor grade, for bearing capacity. Exterior foundations should be embedded a minimum of 4.0 feet below finished exterior grades for frost protection. All foundations, however, must bear on suitable bearing subgrades in accordance with the recommendations above.

It is estimated that spread foundations sized and properly constructed in accordance with our recommendations will undergo total settlement of less than 1-inch. The majority of the settlement should occur shortly after construction is complete and the foundation loads applied.

4.20.1 Spread Foundations in Lower Plateau Area:

Spread foundations constructed on suitable indigenous soil bearing grades or on Structural Fill placed over the suitable bearing grades in the lower plateau area (i.e. within the site area below El. 430 feet) can be sized based on the following maximum net allowable bearing pressures:

Spread Foundation Type and Width	Net Allowable Bearing Capacity
Continuous Wall Footings	2,000 pounds per square foot (psf)
Column Footing Less than 5.0 feet	2,000 psf
Column Footing Equal to or Greater than 5.0 feet and Equal to or Less than 8.0 feet*	3,000 psf

**It is recommended that spread foundations (column footings) in the lower plateau area be limited to a maximum size of around 8 feet in order to limit foundation settlement to around 1-inch or less.*

4.20.2 Spread Foundations in Higher Glacial Till Drumlin Area:

Spread foundations constructed on suitable indigenous soil bearing grades or on Structural Fill placed over the suitable bearing grades in the glacial till area (i.e. within the site area above El. 430 feet) can be sized based on the following maximum net allowable bearing pressures:

Spread Foundation Type and Width	Net Allowable Bearing Capacity
Continuous Wall Footings	3,000 psf
Column Footing Less than 5.0 feet	3,000 psf
Column Footing Equal to or Greater than 5.0 feet and Less than 8.0 feet	5.000 psf
Column Footing Equal to or Greater than 8.0 feet and Equal to or Less than 16.0 feet*	6,000 psf

*It is recommended that spread foundations (column footings) in the glacial till drumlin area be limited to a maximum size of 16 feet in order to limit foundation settlement to around 1-inch or less.

4.30 PRELIMINARY RECOMMENDATIONS FOR DRIVEN PILE FOUNDATION DESIGN

H-piles driven to absolute refusal on the Shale and Siltstone bedrock or to practical refusal in the deeper bouldery and/or very compact glacial till deposits, can be considered to support the more heavily loaded structures, particularly the high rise hotel and parking garage structures, where spread foundations may not be suitable.

Shale and Siltstone bedrock was encountered at depths of 60 feet (El. 365.0 feet ±) and 75.5 feet (El. 345.7 feet ±), at test borings B-4 and B-9, respectively, which were made within the lower flatter plateau area of the site. Additional test borings will be necessary to further define the bedrock elevation within the upper drumlin area.

H-piles driven to refusal will derive their capacity predominately through end bearing. The H-piles should be equipped with a driving shoe to help limit potential damage when driving through or into cobble/boulder zones and very compact glacial till or into the Shale/Siltstone bedrock surface.

As stated above zones of apparent cobbles and boulders were encountered within the upper reaches of some of the test borings which may impact driven pile installation. Accordingly, procedures for driving through such zones (i.e. such as pre-drilling) will need to be considered.

Preliminarily it is anticipated an H-pile driven to practical refusal may be designed for an allowable axial capacity equal to about 25% of the pile yield strength or 12.5 kips per square inch (ksi), whichever is less, times the cross sectional area of the pipe. On this basis the following allowable pile capacities could be used for preliminary design.

Pile Section	Allowable Axial Compressive Capacity per H-Pile	Required Ultimate Test Capacity
HP 12 x 74	136 tons	272 tons
HP 12 x 53	96 tons	192 tons

The ultimate load test capacities presented above assume a Factor of Safety of 2.0 as required by the Building Code of New York State. These pile capacities do not consider section reduction as the result of potential corrosion, which should be evaluated as part of final geotechnical evaluation and design.

Driven piles should be spaced a minimum of 3 pile widths apart, or three feet, whichever is greater. At this spacing, no group reduction factor is considered necessary. Pile caps and grade beams for driven pile foundations should be embedded a minimum of 4 feet below final exterior grades for frost protection.

Absolute refusal would be defined when about 5 blows have been recorded for less than ¼ inch of pile penetration and the pile reaches the anticipated bedrock elevation. Practical refusal would be defined when about 20 blows or greater per 1 inch of penetration have been recorded for 3 consecutive inches. The final pile driving criteria, however, will need to be confirmed by the pile driving contractor through the use of the wave equation based on the actual pile, pile hammer and cushions that will be used as well as through dynamic load testing. Performance of a pile load testing program during the design phase may also be beneficial in evaluating pile installation conditions and performance, and to further assess the pile sections and allowable pile capacities which would be acceptable.

4.40 SLAB-ON-GRADE CONSTRUCTION

The ground floors of the building and parking garage structures can be constructed as slab-on-grade, provided suitable subgrade preparation is performed as outlined in Section 4.10.3. For preliminary design purposes, a minimum of 8-inches of Subbase Stone is recommended beneath the lightly loaded floor slabs (hotel and office floors, lightly loaded entertainment floors, etc.). A minimum 15-inch thick layer of Subbase Stone is recommended beneath more heavily loaded floor slabs (i.e. garage areas, storage areas, mechanical rooms, floors subject to vehicle loads, etc.). A suitable stabilization/separation geotextile, such as Mirafi 500X, should be placed over the existing soil or engineered fill soil subgrades prior to placement of the Subbase Stone layer.

Preliminarily, the slab-on-grade floor slabs may be designed using a modulus of subgrade reaction of 150 pounds per cubic inch (pci) at the top of the subbase layer. It is recommended that the slab-on-grade be constructed such that it is not structurally connected to, or resting directly on, perimeter walls or column footings in order to limit differential settlement effects.

4.50 DEPRESSED STRUCTURE AND EARTH RETAINING WALL DESIGN

As previously stated, it appears that a generalized groundwater condition (i.e. "groundwater table") is present on the site around El. 409 to 417.5 feet. It is also possible that some localized zones of perched or trapped groundwater may be present within the upper drumlin soils.

Accordingly, below grade structures, which would be situated below the generalized groundwater conditions, should be designed to resist full hydrostatic pressures acting on the structure walls and bottom slab, as well as be properly waterproofed.

Where depressed structures are situated above the design groundwater elevation, a foundation drainage system, as discussed below, can be incorporated, to relieve hydrostatic pressures from developing against the structure walls and bottom, due to the potential presence of upper perched groundwater zones. In this case it is recommended the below grade walls and floors be damp proofed where suitable foundation drainage is provided.

Below grade building and parking structure walls and other depressed structure walls (i.e. elevator pits, vaults, etc.), which are designed to be non-yielding, should be designed to resist "at rest" lateral earth pressures generated by the earth backfill and also for any temporary or permanent surcharge loads. Walls, which are allowed to yield (i.e. cantilevered earth retaining walls), can be designed on the basis of "active" lateral earth pressures.

The following soil parameters can be used for preliminary design of the earth retaining type walls. These parameters are based on the wall backfill consisting of Suitable Granular Fill or Structural Fill, as described below in Section 4.90. These parameters are also based on a maximum wall height of about 15 to 20 feet, and also assume a level grade at the top of the wall.

Recommended Soil Parameters for Depressed Structure Foundation Wall Design

- Coefficient of "At-Rest" Lateral Earth Pressure – 0.47
- Coefficient of "Active" Lateral Earth Pressure – 0.31
- Coefficient of "Passive" Lateral Earth Pressure – 3.25
- Angle of Internal Friction – 32 Degrees
- Moist Unit Weight of Soil – 135 pcf
- Submerged or Buoyant Unit Weight of Soil – 73 pcf
- Surcharge Load Lateral Coefficient – 0.50

Accordingly, the following Equivalent Fluid Unit Weights for Soil Lateral Earth Pressure are derived from the above lateral earth pressure coefficients and soil unit weights.

Lateral Earth Pressure Type	Equivalent Fluid Unit Weight for Moist Soil (Above Groundwater)	Equivalent Fluid Unit Weight for Submerged or Bouyant Soil (Below Groundwater)
"At-Rest" Earth Pressure	64 pcf	35 pcf
"Active" Earth Pressure	42 pcf	23 pcf
"Passive" Earth Pressure	435 pcf	238 pcf

If the structure is designed for full hydrostatic pressures, the hydrostatic pressure acting the wall must also be added to the submerged or buoyant soil equivalent fluid unit weight lateral earth pressures acting on the wall. In addition, the floor / bottom slab must be designed to resist the hydrostatic uplift pressure acting on it. In this case, the depressed structure should also be fully water proofed. For preliminary design purposes, we would recommend the groundwater conditions be assumed at El. 417 feet.

Foundation wall drains, to intercept perched groundwater and relieve potential hydrostatic pressures, should be provided where the below grade building and parking structure walls and other depressed structure walls/earth retaining walls are situated above the design groundwater elevation. The foundation drainage system must be properly designed, installed and maintained for long-term performance and should include such features as clean-outs, to properly maintain the system. The cleanouts should be spaced at maximum 100 feet intervals along straight runs, and at all corners or bends The foundation drainage system should drain to a sump and pump system. The foundation drain pipes should be set at a minimum depth of 1.0 foot below the structure floor grade or lowest adjacent grade.

The foundation drainage should include a drainage/separation geotextile (i.e. Mirafi 160N or suitable equivalent) installed around drainage stone, which surrounds a slotted under-drain pipe. The drainage stone should be sized in accordance with the pipe slotting or perforations. A crushed aggregate conforming to NYSDOT Standard Specifications Section 703-02, Size Designation No. 1 (½-inch washed gravel or stone) is generally acceptable for slotted HDPE or PVC under-drain pipe. The foundation drainage stone and surrounding geotextile, along the walls, should extend above the drainpipe a minimum of 2 feet.

A suitable geosynthetic drainage composite (i.e. "Grace Hydroduct", "Miradrain", "Delta MS" or other suitable equivalent) should be placed against the foundation wall, above the drainage system, to allow infiltration to the drainage system. The

drainage media against the wall should extend to about 1 to 2 feet below the finished grade surface, where it may be capped off with the foundation backfill material.

In addition, we recommend that permanent under-drains be provided beneath the depressed structure floor system. The under-drains should be spaced at intervals of about 30 to 40 feet or less. As discussed above in Section 4.10.3, the permanent under-slab drainage system (under-drains) can be incorporated into the working mat/drainage stone layer placed in the bottom of the building pad. We also recommend that the below grade structure be properly damped proofed and a suitable moisture barrier be placed beneath the below grade structure floors.

4.60 SEISMIC DESIGN CONSIDERATIONS

Based on the subsurface conditions encountered in the test borings performed in the less favorable plateau area, the upper 100 feet of the site should be classified as Seismic Site Class "D" in accordance with the criteria presented on Table 1613.5.2 of the Building Code of New York State - December 2010 (NYS Building Code).

The soil conditions encountered are generally not considered to be susceptible to potential liquefaction in the case of a seismic event. The fluvial soil deposits in the plateau area, however, do contain some relatively minor localized zones of very loose silt and fine sand, which should be further evaluated with laboratory testing and analyses as part of a final geotechnical evaluation, to confirm they are not susceptible to potential liquefaction, particularly if spread type foundations would be situated over this area.

The spectral response accelerations in the project area were obtained by Empire using the United States Geological Survey (USGS) web site application (https://geohazards.usgs.gov/secure/designmaps/us/). These accelerations were then adjusted, as recommended by the USGS, to obtain the 2% probability in 50 years mapping accelerations, as presented in the NYS Building Code.

Using the site location at International Boulevard and Breunig Way in the Town of Windsor, the calculated spectral response accelerations for Site Class "B" soils are 0.216g for the short period (0.2 second) response (S_S) and 0.057g for the one second response These spectral response accelerations were then adjusted for the Seismic Site Class "D" soil profile determined for the project site.

Accordingly, the adjusted spectral response accelerations for Site Class "D" are as follows:

- Short Period Response (S_{MS}) - 0.346g
- 1 Second Period Response (S_{M1}) - 0.137g

The corresponding five percent damped design spectral response accelerations (S_{DS} and S_{D1}) are as follows:

- S_{DS} - 0.231g
- S_{D1} - 0.091g

It is possible that a seismic shear wave velocity study of the site may refine and could possibly upgrade the seismic design site class to Site Class "C". This may be particularly beneficial with regard to the design of the high rise hotel and parking garage structures, considering the costs associated with seismic reinforcement of these structures. It should be understood however, that there is no guarantee that a seismic site class upgrade can be made if a seismic shear wave study is performed.

4.70 PAVEMENT DESIGN

It is estimated that the existing subgrade soils will have a typical CBR value of about 2 ±, or greater. This correlates to a soil resilient modulus of about 3,000 psi, which has been used for preliminary pavement design evaluations. Accordingly, preliminary pavement design recommendations are provided for two (2) flexible pavement structure types for use within the proposed development project.

These include the following:

- A heavy duty asphalt concrete pavement for the entrance, access drives and pavement areas, which will be subject to buses and delivery truck traffic, as well as automobile / SUV ingress/egress to the facility. (Heavy Duty Asphalt Concrete Pavement Structure); and
- A light duty asphalt concrete pavement for automobile / SUV only parking areas (Light Duty Asphalt Concrete Pavement Structure).

Heavy Duty Asphalt Concrete Pavement:

- 1.5 inches – Asphalt Top Course
- 2.5 inches – Asphalt Binder Course
- 3.0 inches – Asphalt Base Course
- 12 inches – Subbase Stone Course
- Stabilization/Separation Geotextile
- Prepared Subgrade

Light Duty Asphalt Concrete Pavement:

- 1.5 inches – Asphalt Top Course
- 2.5 inches – Asphalt Binder Course
- 12 inches – Subbase Stone Course
- Stabilization/Separation Geotextile
- Prepared Subgrade

Based on our analyses, the Heavy Duty and Light Duty pavement sections are expected to provide approximately 500,000 and 75,000 18-kip equivalent axle loads (EAL's), respectively, over their design life. If more specific traffic data and information is developed during design, these preliminary recommendations can be refined, as appropriate.

The installation of underdrains and/or edge drains is recommended to drain the pavement subbase course and subgrades in order to limit the potential for frost action and improve pavement structure performance and design life. Alternatively, the pavement subbase course can also be allowed to daylight/drain to an adjacent perimeter drainage swale.

Proper grading of the pavement structure subgrades is also recommended Accumulation of water on pavement subgrades should be avoided by grading the subgrade to a slope of at least 2 percent to allow drainage to the underdrains or drainage swale.

4.80 UNDERGROUND UTILITY CONSTRUCTION

The indigenous soils encountered should provide generally suitable subgrade conditions for underground utility construction, including storm and sanitary sewers, water lines, gas lines and buried electrical / communication conduits. Accordingly, standard bedding materials and thicknesses can generally be used to

support this infrastructure. It is possible that in some localized cases, particularly in the lower plateau area, that subgrade undercuts and the placement of additional bedding material or subgrade stabilizing materials may be required to provide suitable and stable subgrades for the utility construction, if any wet or soft subgrade conditions are encountered. Therefore, some contingencies should be planned for, should such localized conditions be encountered.

4.90 STRUCTURAL FILL AND SUITABLE GRANULAR FILL MATERIALS

Structural Fill Material

Structural Fill (Subbase Stone), which is placed beneath spread foundations, and as the subbase course beneath floor slabs and asphalt pavement, should consist of quarried crusher run stone material, which is free of clay, organics and friable or deleterious particles. As a minimum, the Structural Fill should meet the requirements of New York State Department of Transportation, Standard Specifications, Item 304.12 – Type 2 Subbase. The Structural Fill should have the following gradation requirements.

Sieve Size Distribution	Percent Finer by Weight
2 inch	100
¼ inch	25-60
No. 40	5-40
No. 200	0-10

Suitable Granular Fill

Suitable Granukar Fill should be well graded from coarse to fine and classified as GW, GP, GM, SW, SP and SM soils using the Unified Soil Classification System (ASTM D-2487). It should have no more than 85- percent by weight material passing the No. 4 sieve, no more than 20- percent by weight material passing the No. 200 sieve and should be generally free of particles greater than 4-inches. It should also be free of topsoil, asphalt, concrete rubble, wood, debris, clay and other deleterious materials.

Material meeting the requirements of New York State Department of Transportation, Standard Specifications, Item 203.07 – Select Granular Fill is acceptable for use as Suitable Granular Fill.

5.00 RECOMMENDATIONS FOR ADDITIONAL GEOTECHNICAL INVESTIGATIONS

Additional subsurface explorations should be completed for final design based on the final established building locations, the structure loads and the design grades of the foundation system(s) in relation to the site topography and currently known subsurface conditions present.

Preliminarily we would recommend that additional building area test borings be performed to provide an approximate frequency of about one (1) boring per about 7,500 to 10,000 square feet of building footprint, with no less than about 6 borings in the high rise hotel area and no less than about 8 borings in the parking garage structure area. The depth of the additional borings will need to consider the building structure location and existing site grades, loads, expected foundation type and bearing grade elevation. Where deep foundations will be required, most of the additional borings should extend to bedrock, with 10 feet of rock core to confirm the bedrock depth and conditions.

Additional borings along the proposed roadway and within surface parking lot areas should be made to provide a frequency of about one (1) boring per 250 to 400 linear feet of road and/or about one (1) boring per about 15,000 to 20,000 square feet of parking lot area. The roadway borings should extend at least 5 feet beneath the anticipated utility inverts and the parking lot area borings should extend to a depth of about 6 feet, below existing site grades.

In addition, we recommend the installation of at least two (2) more groundwater observation wells on the upslope side of the facility. These wells should extend to at least 15 to 20 feet, below the expected building pad elevation.

Empire can be consulted to assist in planning the locations and scope of the additional explorations and recommended laboratory testing, along with the additional geotechnical evaluations that may be necessary for final design, based on the final development plans.

6.00 CONCLUDING REMARKS

This report was prepared to assist in evaluating the geotechnical characteristics of the subsurface conditions present on a proposed development project site located off International Boulevard in New Windsor, New York, as described in Section 1.20 above. In addition this report provides preliminary geotechnical considerations and recommendations to assist with planning and preliminary

design of the proposed project. The report has been prepared for the exclusive use of Wendel and related parties, for specific application to this site and this project only.

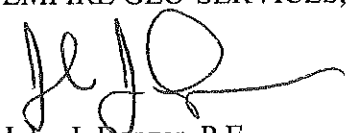
The considerations and preliminary recommendations presented were prepared based on Empire Geo-Services, Inc.'s understanding of the proposed site development, as described herein, and through the application of generally accepted soils and foundation engineering practices. No warranties, expressed or implied are made by the conclusions, opinions, recommendations or services provided.

This report was prepared for site characterization and preliminary site development planning purposes only. It should not be considered as providing complete or sufficient subsurface information for final building foundation design and construction. Additional subsurface explorations and geotechnical engineering evaluations will be necessary based on the actual planned site development, including the building sizes, location, and structural loads.

Additional information regarding the use and interpretation of this report is presented in Appendix B.

Sincerely,

EMPIRE GEO-SERVICES, INC.



John J. Danzer, P.E.
Senior Geotechnical Engineer

TABLE

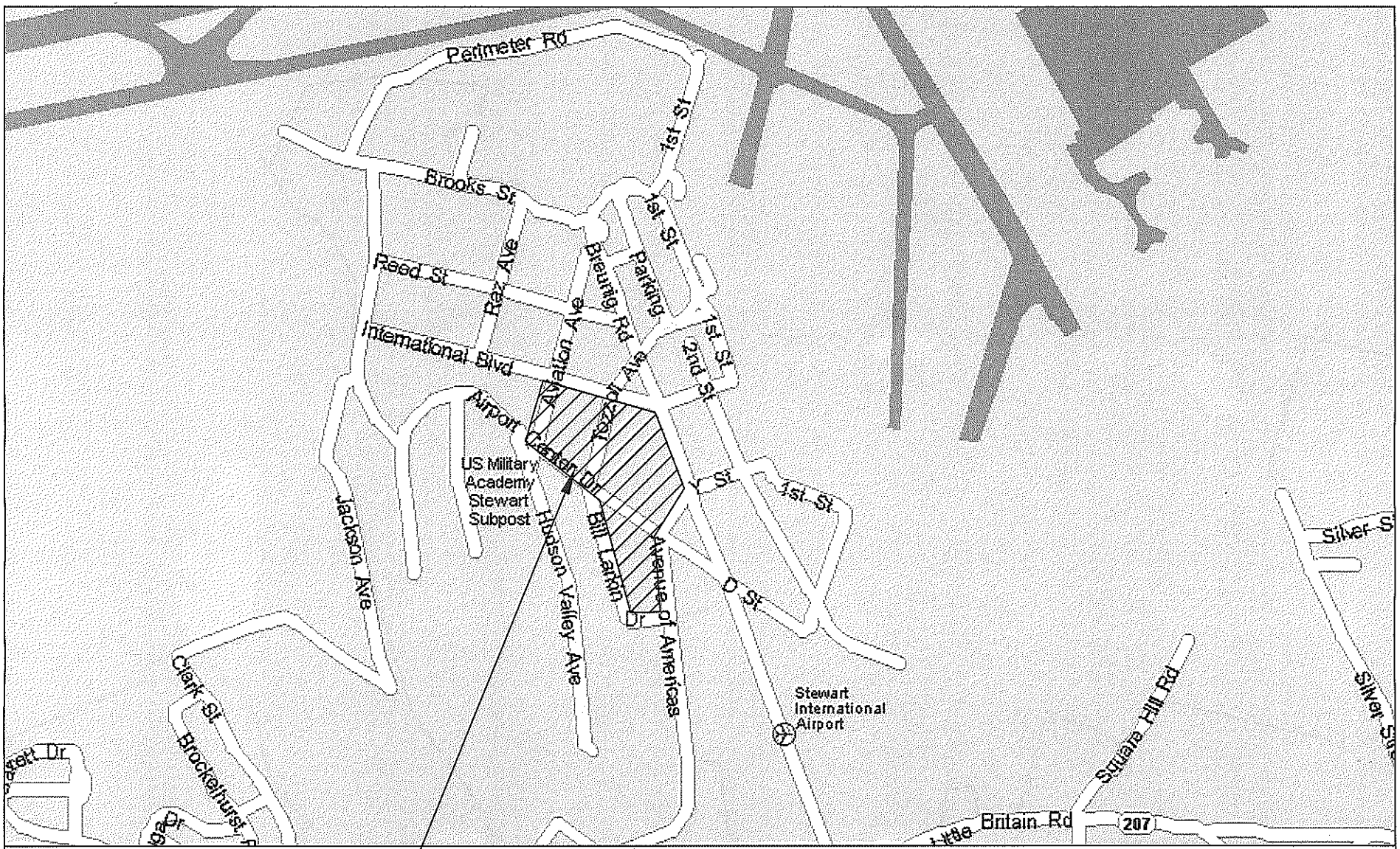
May 12, 2014
Project No.: BE-14-047

TABLE 1
SUMMARY OF GROUNDWATER LEVELS

PROPOSED DEVELOPMENT PROJECT
INTERNATIONAL BOULEVARD AND BREUNIG WAY
NEW WINDSOR, NEW YORK

Boring Number	Est. USGS Ground El.	Groundwater Depth	Est. Groundwater Elevation	Remarks
B-1	457.1			Not Encountered
B-2	468.1			Not Determined due to Water Added for Drilling
B-3	452.8	39.2	413.6	Water Level in Boring Prior to Coring
B-4	425.0	10.6	414.4	Depth Initially Encounterd
B-5	441.9	26.4	415.5	Depth Initially Encounterd
B-6	430.2	18.1	412.1	Depth Initially Encounterd
B-7	422.9	7.9	415.0	Water in Observation Well on 4/8/14
B-8	427.9	18.6	409.3	Depth Initially Encounterd
B-9	421.2	4.0	417.2	Water Level in Boring Prior to Coring
B-10	424.1	14.1	410.0	Depth Initially Encounterd
B-11	424.6	11.4	413.2	Water in Observation Well on 4/8/14
B-12	439.4	10.3	429.1	Depth Initially Encounterd

FIGURES



APPROXIMATE LOCATION OF PROJECT SITE

NOTE:
SITE LOCATION PLAN DEVELOPED FROM MICROSOFT STREETS & TRIPS 2006

EMPIRE GEO SERVICES INC
a subsidiary of SJB Services, Inc.

PROPOSED SITE DEVELOPMENT PROJECT
INTERNATIONAL BOULEVARD
NEW WINDSOR, ORANGE COUNTY, NEW YORK

SITE LOCATION PLAN

DR BY: WMA	SCALE: NTS	PROJ NO.: BE-14-047
CHKD BY: JJD	DATE: 04/15/14	FIGURE NO: 1

EMPIRE GEO SERVICES INC
a subsidiary of SJB Services, Inc.

AERIAL PHOTOGRAPH OF PROJECT SITE SHOWING PREVIOUS BUILDING STRUCTURES

PROPOSED SITE DEVELOPMENT PROJECT
INTERNATIONAL BOULEVARD
NEW WINDSOR
ORANGE COUNTY, NEW YORK

SCALE: 1" ~ 200'	PROJ NO.: BE-14-047
DATE: 05/12/14	FIGURE NO: 2
DR BY: WMA	CHKD BY: JJD

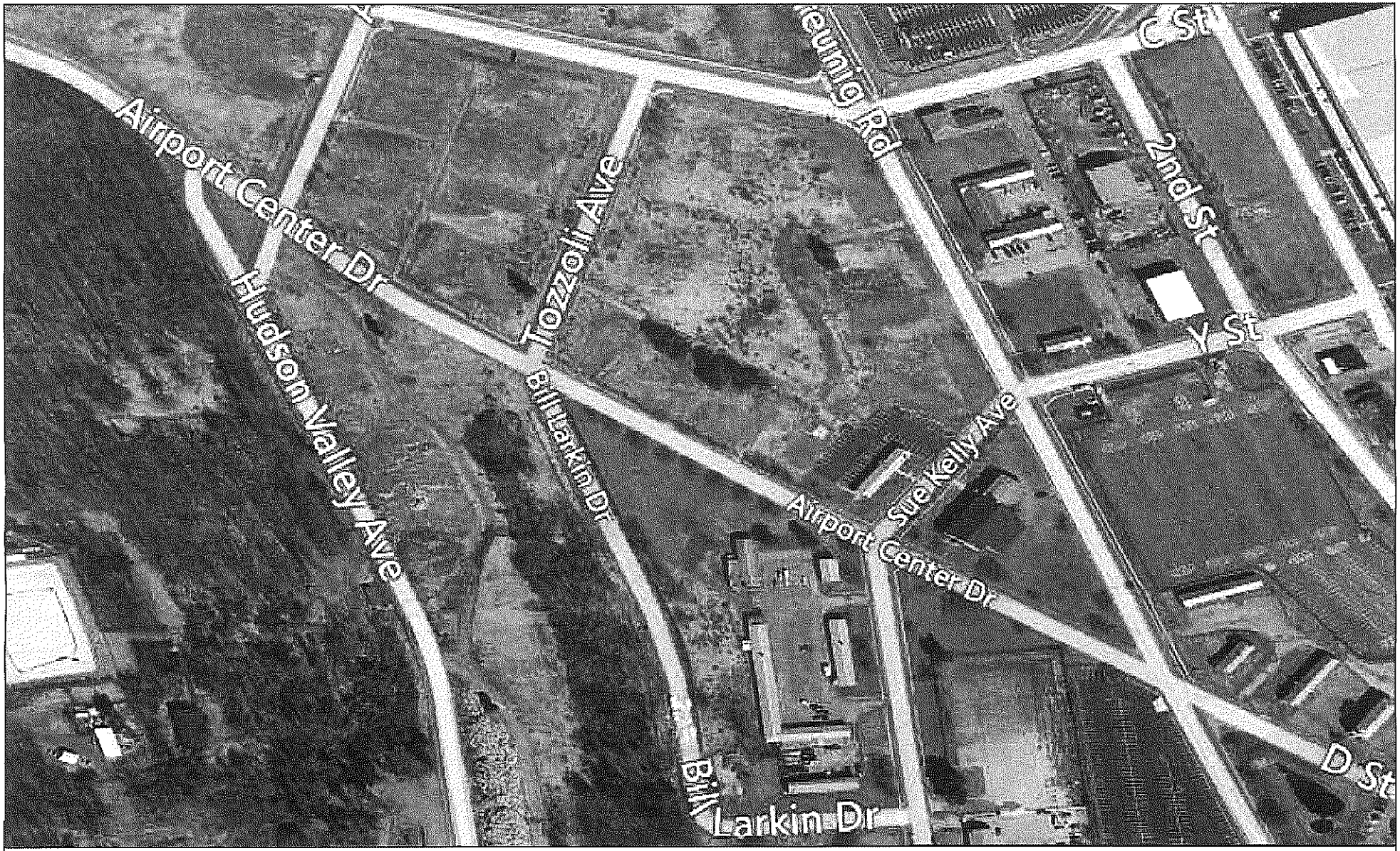
N

NOTES:

1.) FIGURE DEVELOPED FROM AERIAL MAP PROVIDED BY WENDEL COMPANIES

2.) ELEVATION CONTOURS SHOWN DO NOT FULLY REPRESENT CURRENT EXISTING SITE CONTOURS AND SURVEYED ELEVATION DATUM AS SHOWN ON FIGURE 4.

200 0 200
SCALE FEET



NOTE:

FIGURE DEVELOPED FROM
BING MAPS © 2014
MICROSOFT CORPORATION

N

200 0 200
SCALE FEET

EMPIRE GEO SERVICES INC
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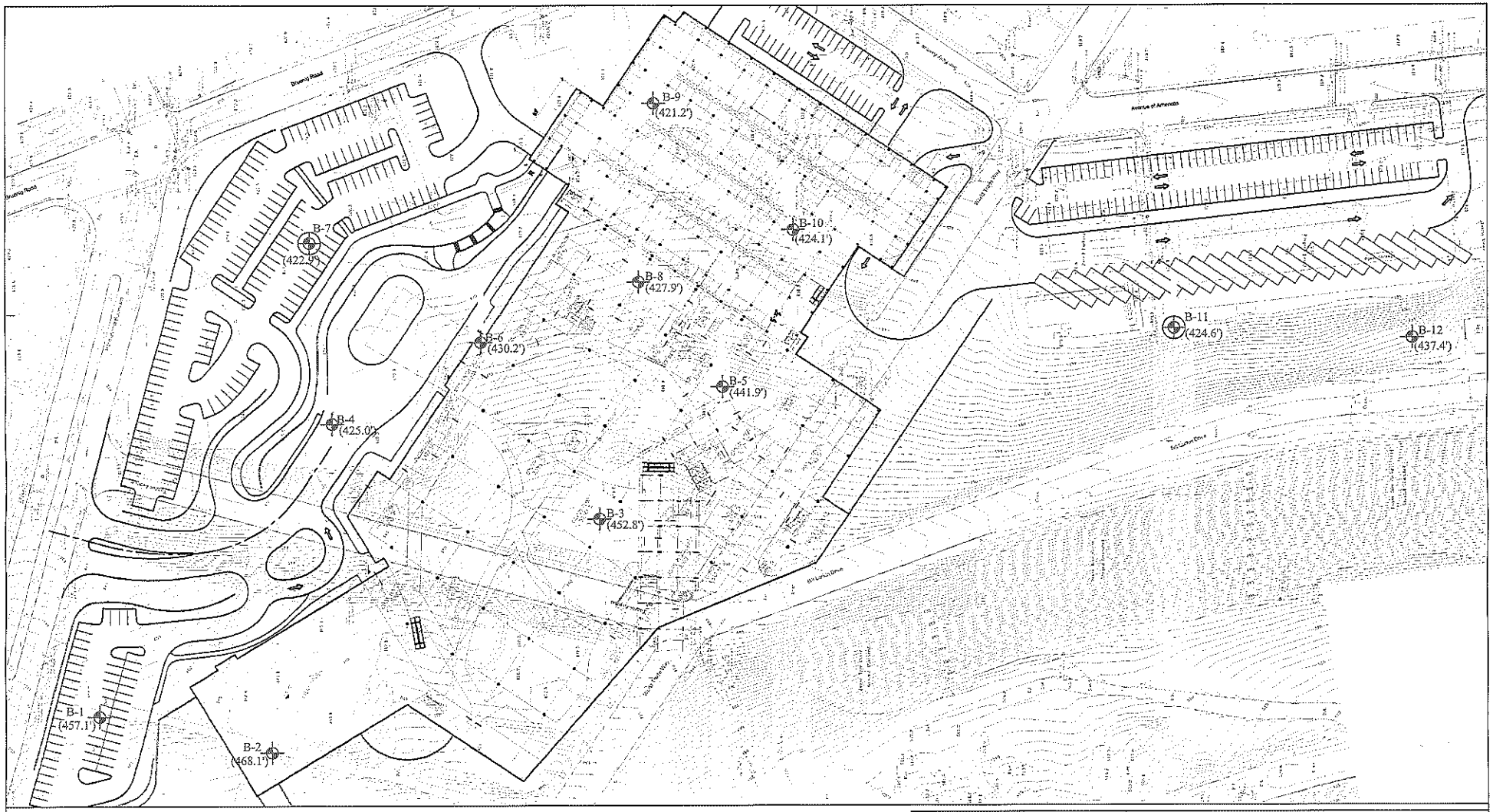
PROPOSED SITE DEVELOPMENT PROJECT
INTERNATIONAL BOULEVARD
NEW WINDSOR, ORANGE COUNTY, NEW YORK

AERIAL PHOTOGRAPH OF PROJECT SITE SHOWING CURRENT SITE CONDITIONS	DR BY: WMA	SCALE: 1" ~ 200'	PROJ NO.: BE-14-047
	CHKD BY: JJD	DATE: 04/15/14	FIGURE NO: 3



LEGEND:

B-1 (457.1') — APPROXIMATE LOCATION, DESIGNATION AND ELEVATION OF TEST BORING.

B-7 (422.9') — APPROXIMATE LOCATION, DESIGNATION AND ELEVATION OF TEST BORING COMPLETED WITH GROUNDWATER OBSERVATION WELL.

NOTE:

FIGURE DEVELOPED FROM TOPOGRAPHICAL SURVEY MAP PROVIDED BY WENDEL COMPANIES

100 0 100
SCALE FEET

EMPIRE GEO SERVICES INC
a subsidiary of SJB Services, Inc.

PROPOSED SITE DEVELOPMENT PROJECT
INTERNATIONAL BOULEVARD
NEW WINDSOR
ORANGE COUNTY, NEW YORK

SUBSURFACE EXPLORATION PLAN	DR BY: WMA	SCALE: 1" ~ 100'	PROJ NO.: BE-14-047
	CHKD BY: JJD	DATE: 05/12/14	FIGURE NO: 4

APPENDIX A

PRELIMINARY TEST BORING LOGS AND GROUNDWATER OBSERVATION WELL INSTALLATIONS

DATE
START 4/1/2014
FINISH 4/2/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-1
SURF. ELEV 457.1' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	4			GLACIAL TILL	
		12	10		16	Brown SILT and fine Sand with little embedded	
	2	10	7			coarser sands, rock fragments (moist, firm, ML)	
		5	5		12	Similar	
5	3	5	4			Grades some Rock fragments, tr.clay (loose)	
		5	4		9		
	4	11	6			Grades (firm)	
		8	10		14		
	5	10	39			Glacial Till: Brown SILT and fine Sand, some	
10		50/0.3			REF	embedded coarser sands, Rock fragments	
	6	50/0.4				(damp, v.compact)	REF = Sample Spoon
					REF	Recovered Gray Rock fragments	Refusal
15							
	7	39	41			Glacial Till as described above	
		26	25		67		
20							No Recovery Sample #8
	8	50/0.4			REF		
						Boring Complete at 20.4'	No measurable groundwater in augers upon completion of sampling.
25							
30							
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/2/2014
FINISH 4/2/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-2
SURF. ELEV 468.1' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL. NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	6	9			GLACIAL TILL	
		12	9		21	Brown SILT and fine Sand with little embedded coarse	
	2	16	16			sands, gravel, rock fragments (moist, firm, ML)	Slight solvent odor noted
		12	14		28	Similar	in Samples #3 and #4.=
5	3	10	16			Similar (compact)	
		21	12		37		
	4	50/0.4			REF	Similar (damp, v.compact)	REF = Sample Spoon Refusal
	5	50/0.3			REF	Similar	
10							No recovery Sample #6
	6	50/0.1			REF		
							Difficult drilling. Hole Progressed with rollerbit/open hole below depth of 10.0'
15							
	7	15	23			Glacial Till: Brown Silt and fine Sand, some	
		30	24		53	embedded coarser sands, gravel, rock fragments	
						(moist, v.compact, ML)	
20							
	8	10	11			Glacial Till: Gray SILT and fine Sand, some	Till becomes "softer"
		13	16		24	embedded coarser sands, gravel, rock fragments	
						(v.moist, firm, ML)	
25							
	9	13	16			Rock fragments more prevalent	
		12	15		28	(v.moist to wet)	
30							
	10	13	15			Similar to Sample #8 (moist, compact)	
		19	22		34		
						Boring Complete at 32.0'	Water level at grade upon completion of sampling. However, water was used to facilitate drilling with rollerbit.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/1/2014
FINISH 4/3/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-3
SURF. ELEV 452.8' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL. NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	4			Possible Fill: Brown SILT, fine Sand with embedded	REF = Sample Spoon
		50/0.4			REF	coarser sands, gravel (moist)	Refusal
	2	50/0.4			REF	Recovered piece of coarse gravel	
							Driller Notes:
5	3	17	7			Glacial Till: Brown SILT and fine Sand with embedded	hard drilling with cobbles/
		5	11		12	coarser sands, gravel, rock fragments (moist, firm, ML)	boulders to depth of
	4	9	10			Similar (v.compact)	Approx. 12'
		50/0.4			REF		
	5	50/0.2			REF		Poor Recovery Sample #5
10							
	6	44	50/0.4		REF	Similar	
15							
	7	8	7			Glacial Till: Brown-Gray SILT and fine Sand with some	
		11	13		18	embedded coarser sand, gravel, rock fragments	
						(moist, firm)	
20							
	8	5	8			Similar	
		14	19		22		
25							
	9	7	9			Similar	
		13	15		22		
30							
	10	9	10			Similar	
		16	22		26		
35							
	11	8	10			Brown fine to medium SAND, little coarse sand,	
		17	19		27	gravel, tr.silt (moist, firm, SP)	
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS; NX ROCK CORE

DATE
START 4/1/2014
FINISH 4/3/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-3
SURF. ELEV 452.8' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	3	6			Brown fine SAND, some Silt (wet, firm, SM)	
		16	20		22		
45	13	5	12			Gray SILT, little v.fine sand (wet, firm, ML)	
		15	18		27		
50	14	2	6			Gray Silt	
		11	11		17		
55	15	4	27			Gray GRAVEL and Silty f-c Sand (wet, compact, GP)	Driller Notes: Running sands with augers at 55'
		17	16		44		REF = Sample Spoon Refusal
60	16	13	25			Glacial Till: Gray SILT and fine Sand with little embedded coarser sands, gravel, rock fragments (moist, v.compact, ML)	Driller reports auger refusal at 65.5'
		50/0.4			REF		NQ '2' Size Rock Core
65	17	50/0.0			REF	Bedrock apparently not encountered. Core recovery consists of apparent limestone cobble/boulder pieces and coarse gravel.	RUN #1: 65.5' - 70.5' REC = 42% RQD = 21%
70						Boring Complete at 70.5'	Water level at 39.2' in augers prior to coring.
75							Water level at 16.1' in augers upon completion of coring.
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS; NX ROCK CORE

DATE
START 4/1/2014
FINISH 4/7/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 425.0' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	5			Possible Fill: Brown SILT and fine Sand, little	
		5	6		10	embedded coarser sand, gravel (moist, loose, ML)	
	2	4	3			Becomes Clayey with tr.organics (v.moist)	
		3	3		6		
5	3	6	11			Brown fine SAND, some Silt, little coarser sand,	
		11	10		22	gravel (moist, firm, SM)	
	4	16	11			Grades to and Silt, tr.clay	
		9	11		20		
	5	10	8			Brown f-m SAND, some Silt, little gravel	
10		10	10		18	(moist, firm, SM)	Groundwater initially
	6	11	10			Brown f-c SAND, little gravel, silt	encountered at 10.6'
		10	10		20	(wet, firm, SM)	during drilling.
							Groundwater at 28.6'
							in augers upon
15							completion of sampling.
	7	1	3			Grades f-m Sand (loose)	
		4	6		7		
20							
	8	3	5			Gray fine SAND, little Silt	
		6	8		11	(wet, firm, SM)	
25							
	9	2	3			Gray SILT and v.fine Sand	
		4	4		7	(saturated, loose, ML)	
30							
	10	4	5			Gray SILT, tr.clay (saturated, firm, ML)	
		7	9		12		
35							
	11	2	7			similar	
		10	8		17		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS; NX ROCK CORE

DATE
START 4/1/2014
FINISH 4/7/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-4
SURF. ELEV 425.0' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	1	6			Gray SILT, tr.clay (saturated, firm, ML)	Boring initially terminated at 42.0' on 4/1/14.
		7	9		13		On 4/7/14, augered to depth of 45.0' and resumed sampling.
45	13	WOH	1			Gray Silt (saturated, v.loose, ML)	
		WOH	2		1		WOH = Weight of Hammer and Rods
50	14	5	4				Driller Notes: Cobbles and boulders below depth of 52.5'
		4	3		8		No Recovery Sample #14
55	15	22	14			Gray Silty f-c SAND, some gravel, Rock fragments (wet, firm, SM)	No Recovery Sample #16
		11	15		25		Auger Refusal at 60.0'
60	16	50/0.1					NQ '2' Size Rock Core
						Gray SHALE, medium hard, weathered, thin bedded to bedded at up to 45° from horizontal occasional fractures, slicken sides and calcite stringers.	RUN #1: 60.0' - 65.0' REC = 94% RQD = 20%
65							
						Especially weathered and broken in Core Run #2.	RUN #2: 65.0' - 70.0' REC = 58% RQD = 7%
70							
						Boring Complete at 70.0'	Water Level at 56.2' upon completion of coring.
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS; NX ROCK CORE

DATE
START 4/2/2014
FINISH 4/2/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-5
SURF. ELEV 441.9' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	5	6			Possible Fill: Brown SILT, some sand, rock	
		12	6		18	fragments, gravel (moist, firm)	
	2	6	4			Brown Silt, some f-m Sand, tr.organics (loose)	
		5	6		9		
5	3	5	4			Similar (root noted)	
		4	5		8		
	4	4	3			Grades Brown-Gray with Rock fragments	
		2	3		5		
	5	3	2			Similar, little organics (v.loose, v.moist)	
10		1	1		3		
	6	3	7			Glacial Till: Brown SILT and fine Sand with little	
		6	7		13	embedded coarser sands, gravel	
						(moist to v.moist, firm, ML)	
15							
	7	8	12			Similar, with Rock fragments (moist)	
		15	33		27		
20							
	8	13	17			Similar (damp, compact)	
		19	50/0.3		36		
25							REF = Sample Spoon
	9	50/0.2			REF		Refusal
							No Recovery Sample #9
30							
	10	22	8			Brown f-m SAND, tr.silt with silt seam	Groundwater initially
		13	12		21	(wet, firm, SP)	encountered at 26.4'
							during drilling.
35							Water level at 31.3' in
	11	14	17			Gray SILT, some v.fine Sand (saturated, firm, ML)	augers upon completion
		12	16		29		of sampling.
						Similar	
	12	13	11				
40		10	11		21	Boring Complete at 40.0'	

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/3/2014
FINISH 4/4/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-6
SURF. ELEV 430.2' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL. NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	6			Glacial Till: Brown SILT and fine Sand with little	
		6	8		12	embedded coarse sands, gravel, rock fragments	
	2	6	10			(moist, firm, ML)	
		9	10		19	Similar	
5	3	16	19			Similar (damp, compact)	
		24	21		43		
	4	21	29			Similar	
		26	27		55		
	5	11	13			Similar (firm)	
10		11	11		24		
	6	15	11			Similar (moist)	
		6	10		17		
15							
	7	7	7			Brown f-m SAND, tr.silt with silt seam	
		8	7		15	(wet, firm, SP)	
20							
	8	3	5			Grades Brown fine Sand	
		6	6		11		
25							
	9	5	6			Gray SILT, little v.fine Sand (wet, firm, , ML)	
		7	6		13		
	10	5	5			Grades Gray Silt and fine Sand (saturated, loose)	
30		4	5		9		
						Boring Complete at 30.0'	Groundwater initially ecountered at 18.1' during drilling. Water level at 19.6' in augers upon completion of sampling.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/1/2014
FINISH 4/1/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-7
SURF. ELEV 422.9' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	11	8			TOPSOIL	
		10	11		18	Possible Fill: Brown-Gray Silty SAND and Gravel, little organics (moist)	
	2	8	7				
		6	10		13	Brown SILT and f-c Sand, little coarser Sand, gravel	
5	3	6	8			Rock fragments (moist, firm, ML)	
		7	4		15	Similar (v.moist)	
	4	4	5			Becomes Clayey (loose)	
		2	2		7		
	5	12	10			Brown-Gray fine SAND and Silt, little gravel	
10		8	8		18	(moist, firm, SM)	Groundwater initially encountered at 10.6' during drilling. Groundwater at 28.6' in augers upon completion of sampling.
	6	7	8			Brown fine SAND, tr.coarse sand, Silt	
		5	4		13	(wet, firm, SP)	
15							
	7	10	8			Grades Gray	
		4	3		12		
20							
	8	WOH	2			Gray SILT, some v.fine Sand	WOH = Weight of Hammer and Rods
		4	3		6	(saturated, loose, ML)	
25							
	9	3	3			Gray SILT, tr.clay (saturated, loose, ML)	
		3	3		6		
	10	2	3			Similar	
30		4	3		7		
						Boring Complete at 30.0'	Installed 2" PVC observation well in bore hole upon completion. See accompanying installation detail.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

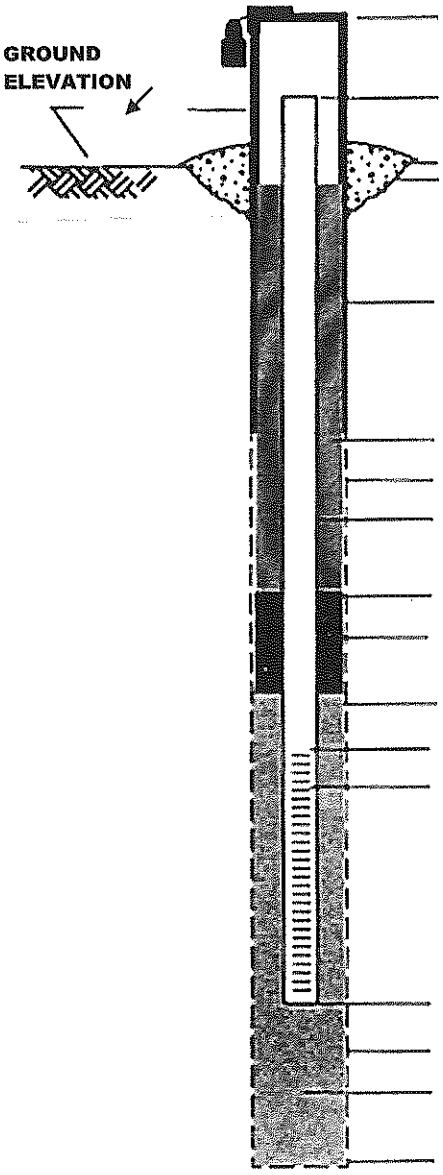
DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

MONITORING WELL COMPLETION RECORD

WELL NUMBER: B-7	
PROJECT: PROPOSED SITE DEVELOPMENT	**DRILLING METHOD:** HOLLOW STEM AUGERS
PROJECT NUMBER: BE-14-047	**GEOLOGIST:** N/A
DRILLER: G. SPIZZIRRI	**INSTALLATION DATE(S):** 4/1/14

EL. 422.9' ±



TYPE OF SURFACE SEAL:	**CONCRETE**
TYPE OF SURFACE CASING:	**LOCKING STEEL PROTECTIVE CASING**
TYPE OF BACKFILL:	**AUGER CUTTINGS**
BOREHOLE DIAMETER:	**8" NOMINAL**
I.D. OF RISER PIPE:	**2"**
TYPE OF RISER PIPE:	**PVC**
DEPTH OF SEAL:	**6.0' EL. 416.9'±**
TYPE OF SEAL:	**BENTONITE CHIPS**
DEPTH OF SAND PACK:	**8.0' EL. 414.9' ±**
DEPTH TOP OF SCREEN:	**9.0' EL. 413.9' ±**
TYPE OF SCREEN:	**PVC**
SLOT SIZE X LENGTH:	**0.010" x 10.0'**
I.D. OF SCREEN:	**2"**
TYPE OF SAND PACK:	**MORIE FILTER SAND**
DEPTH BOTTOM OF SCREEN:	**29.0' EL. 393.9' ±**
DEPTH BOTTOM OF SAND PACK:	**30.0' EL. 392.9' ±**
TYPE OF BACKFILL BELOW OBSERVATION WELL:	**FILTER SAND**
ELEVATION/ DEPTH OF HOLE:	**30.0' EL. 392.9' ±**

DATE
START 4/3/2014
FINISH 4/3/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-8
SURF. ELEV 427.9' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	5			0.1' Topsoil, then Possible Fill: Brown SILT, some fine	
		5	5		10	Sand, little rock fragments, tr.organics (moist, loose, ML	
	2	5	11			Grades little organics and clay (firm)	
		8	10		19		
5	3	2	5			Glacial Till: Brown SILT and fine Sand with little	
		9	13		14	embedded coarser sands, gravel, rock fragments	
	4	10	24			(damp, firm, ML)	
		15	15		39	Similar (compact)	
	5	13	12			Similar (moist)	
10		21	12		33		REF = Sample Spoon
	6	50/0.3			REF	Similar	Refusal
15	7	32	8			Brown SILT, tr.clay with f-m Sand seam (wet, firm, ML)	
		6	7		14		
20							Groundwater initially encountered at 18.6' during drilling. Water level at 22.1' in augers upon completion of sampling.
	8	29	13			Gray Silt (saturated, firm)	
		10	13		23		
25							
	9	9	8			Similar	
		9	11		17		
	10	10	8			Similar	
30		8	6		16		
						Boring Complete at 30.0'	
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 3/27/2014
FINISH 4/1/2014
SHEET 1 OF 3

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-9
SURF. ELEV 421.2' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	2	3			TOPSOIL	Driller Notes:
		6	50/0.4		9	Brown-Black f-c SAND, some-and Silt, little f-c Gravel	Approx. 2" Topsoil
	2	4	7			(moist, FILL)	
		8	6		15		
5	3	2	2			Olive-Gray Clayey SILT, some f-m Sand	
		2	3		4	(moist, medium, ML)	
	4	6	7			Olive-Gray f-m SAND and Silt (wet, firm, SM)	
		7	8		14		
	5	5	2				
10		3	4		5	Olive fine SAND and Silt, tr.clay (moist, v.loose, SM)	
	6	4	9				
		12	14		21	Becomes Brown, Contains little-some Silt (wet, firm)	
15							
	7	7	6			Gray SILT, tr.-little fine Sand (wet, firm, ML)	
		5	6		11		
20							
	8	4	3			(loose)	
		4	3		7		
25							
	9	WOH/1.5				Gray-Black fine SAND, little-some Silt	WOH = Weight of
			2		WOH	(wet, v.loose, SM)	Hammer and Rods
30						Gray SILT, tr.sand, occasional fine Sand lenses	
	10	WOH	1			(wet, loose, ML)	
		4	6		5		
35							
	11	19	28			Olive-Gray f-c GRAVEL and f-c Sand, little-some Silt	
		29	45		57	(moist-wet, v.compact, GM)	Driller Notes:
							Cobbles and Boulders
40							encountered at 32.5' to 42' ±

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 3/27/2014
FINISH 4/1/2014
SHEET 2 OF 3

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-9
SURF. ELEV 421.2' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	24	38			Olive-Brown f-c SAND, some Silt, some f-c Gravel	
		37	44		75	(moist-wet, v.compact, SM)	
45	13	36	50/0.4		REF	Gray f-c SAND and Silt, some f-c Gravel (moist-wet, v.compact, SM)	REF = Sample Spoon Refusal
50	14	34	49	50/0.4		Gray f-m SAND and Silt, tr.gravel (moist, v.compact, SM)	
					REF		
55	15	27	38				
		30	29		68		
60	16	10	15			(compact)	
		26	50/0.4		41		
65	17	13	21	50/0.4	REF	Gray f-c SAND and Silt, tr.gravel (moist, v.compact, SM)	Free Standing Water recorded at 18.2' at 0800 on 3/28/14 Augers at 70' BGS
70	18	23	37				
		35	50/0.4		72		Auger Refusal at 75.5'
75	19	50/0.0			REF		NQ '2' Size Rock Core
						Gray SHALE, medium hard, very weathered, thin bedded	RUN #1: 75.5' - 80.5' REC = 90% RQD = 18%
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 3/27/2014
FINISH 4/1/2014
SHEET 3 OF 3

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-9
SURF. ELEV 421.2' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
						At 79.6' becomes gray SILTSTONE, medium hard, moderatley weathered, laminated to bedded, little fracturing. ¼" thick calcite seam noted at 82.0'	RUN #2: 80.5' - 83.5' REC = 83% RQD = 11%
85						Boring Complete at 83.5'	Free Standing Water before Coring at 4.0'
90							Free Standing Water after Coring at 5.2'
95							
100							
105							
110							
115							
120							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/3/2014
FINISH 4/3/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-10
SURF. ELEV 424.1' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	2			0.3' Topsoil, then Glacial Till: Brown SILT and fine	
		5	6		7	Sand with little embedded coarser sands, gravel,	
	2	5	7			rock fragments (moist, loose, ML)	
		6	5		13	Similar (firm)	
5	3	9	13			Similar	
		15	10		28		
	4	42	12			Similar	
		12	16		24		
	5	6	10			Similar; tr.clay, Mottling with Gray-Orange noted	
10		16	11		26		
	6	10	10				
		8	12		18	Brown f-m SAND, little Silt (wet, firm, SM-SP)	
							Groundwater initially encountered at 14.1' during drilling.
15							
	7	6	8			Brown SILT, little v.fine Sand (wet, firm, ML)	Water level at 16.8' upon completion of sampling.
		9	9		17		
						Grades Gray at 16.7'	
20							
	8	6	5			Gray SILT, tr.clay (saturated, firm)	REF = Sample Spoon Refusal
		7	6		12		
25							Driller Notes:
	9	3	6			Brown f-m SAND (wet, firm, SP)	top of cobbles at 27.5'
		6	8		12		
							No Recovery Sample #10
	10	50/0.1			REF		
30							
						Boring Complete at 29.6'	Driller Reports auger refusal at 29.5'
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/3/2014
FINISH 4/3/2014
SHEET 1 OF 1

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-11
SURF. ELEV 424.6' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	4			0.4' Topsoil, then: Possible fill: Brown Sandy SILT,	
		3	5		7	tr.gravel, large root noted (moist, loose)	
	2	5	8				No Recovery Sample #2
		8	8		16		
5	3	16	47			Brown f-c SAND with Rock fragments	REF = Sample Spoon
		50/0.3			REF	(moist, v.compact, SM)	Refusal
	4	50/0.2			REF		
							No Recovery Sample #4
	5	50/0.1			REF		No Recovery Sample #5
10							
	6	19	27			Glacial Till: Brown SILT and fine Sand with little	Driller Notes:
		13	15		40	embedded coarser sands, gravel, rock fragments	Cobbles to depth of 10'
						(v.moist, compact, ML)	
15							
	7	22	36			Grades Brown-Gray (v.moist with wet seams,	
		20	24		56	v.compact)	
20							
	8	50/0.3			REF		No Recovery Sample #8
25							
	9	10	12			Glacial Till: Gray SILT and fine Sand with little	No measurable
		12	17		24	embedded coarser sand (moist, firm)	groundwater in augers
							upon completion of
	10	6	8			Similar with occasional rock fragments	sampling.
30		11	13		19		
						Boring Complete at 30.0'	Installed 2" PVC observation well in borehole upon completion. See accompanying installation detail.
35							
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

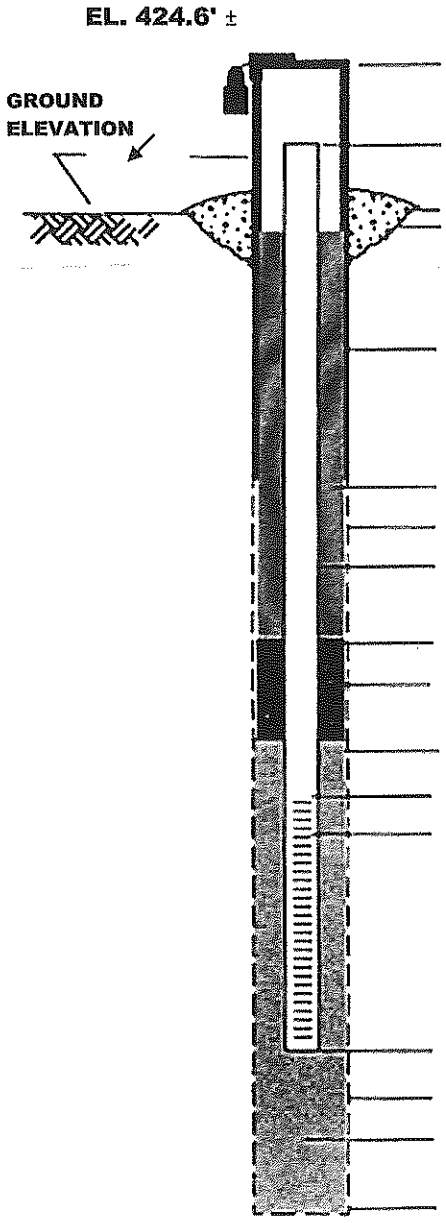
DRILLER: G. SPIZZIRRI

DRILL RIG TYPE : CME-850

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

MONITORING WELL COMPLETION RECORD

WELL NUMBER: B-11	
PROJECT: PROPOSED SITE DEVELOPMENT	**DRILLING METHOD:** HOLLOW STEM AUGERS
PROJECT NUMBER: BE-14-047	**GEOLOGIST:** N/A
DRILLER: G. SPIZZIRRI	**INSTALLATION DATE(S):** 4/3/14



TYPE OF SURFACE SEAL:	CONCRETE
TYPE OF SURFACE CASING:	LOCKING STEEL PROTECTIVE CASING
TYPE OF BACKFILL:	AUGER CUTTINGS
BOREHOLE DIAMETER:	8" NOMINAL
I.D. OF RISER PIPE:	2"
TYPE OF RISER PIPE:	PVC
DEPTH OF SEAL:	3.0' EL. 421.6'±
TYPE OF SEAL:	BENTONITE CHIPS
DEPTH OF SAND PACK:	8.0' EL. 416.6' ±
DEPTH TOP OF SCREEN:	20.0' EL. 404.6' ±
TYPE OF SCREEN:	PVC
SLOT SIZE X LENGTH:	0.010" x 10.0'
I.D. OF SCREEN:	2"
TYPE OF SAND PACK:	MORIE FILTER SAND
DEPTH BOTTOM OF SCREEN:	30.0' EL. 394.6' ±
DEPTH BOTTOM OF SAND PACK:	30.0' EL. 394.6' ±
TYPE OF BACKFILL BELOW OBSERVATION WELL:	NONE
ELEVATION/ DEPTH OF HOLE:	30.0' EL. 394.6' ±

DATE
START 4/3/2014
FINISH 4/3/2014
SHEET 1 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-12
SURF. ELEV 439.4' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL. NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	1	1	3			0.3' Topsoil, then Possible Fill: Brown Silty fine SAND,	
		4	5		7	little rock fragments, tr.organics (moist, loose, SM)	
	2	3	3			Grades Silt and fine Sand (v.moist)	
		3	22		6		
5	3	4	5			Glacial Till: Brown SILT and fine Sand with little	
		6	6		11	embedded coarser sands, gravel (moist, firm, ML)	
	4	8	8			Similar	
		21	14		29		
	5	12	7			Similar (v.moist)	
10		8	13		15		REF = Sample Spoon
	6	50/0.2			REF	Becomes more sandy (wet)	Refusal
							Groundwater initially encountered at 10.3' during drilling.
15							
	7	10	7			Similar with some rock fragments (moist)	Water level at 18.3' in augers upon completion of sampling.
		10	8		17		
20							
	8	5	4			Similar (v.moist, loose)	
		3	7		7		
25							
	9	8	7			Similar (wet, firm)	
		5	7		12		
30							
	10	11	14			Glacial Till: Gray Silt and fine Sand with some	
		10	10		24	embedded coarser sands, gravel, rock fragments	
						(moist, firm, ML)	
35							
	11	9	12			Similar	
		15	14		27		
40							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

DATE
START 4/3/2014
FINISH 4/3/2014
SHEET 2 OF 2

SJB SERVICES, INC.
SUBSURFACE LOG

HOLE NO. B-12
SURF. ELEV 439.4' ±
G.W. DEPTH See Notes

PROJECT: SITE INVESTIGATION
PROJ. NO.: BE-14-047
LOCATION: INTERNATIONAL BLVD.
NEW WINDSOR, NY

DEPTH FT.	SMPL NO.	BLOWS ON SAMPLER 0/6	6/12	12/18	N	SOIL OR ROCK CLASSIFICATION	NOTES
	12	7	35			Glacial Till: Gray SILT and fine Sand with some	
		19	14		54	embedded coarser sands, gravel, rock fragments	
						(damp, v.compact, ML)	
45							
	13	14	21			Similar	
		20	17		41		
50							
	14	8	15			Similar	
		18	28		33		
55							REF = Sample Spoon
	15	50/0.3			REF	Similar	Refusal
60						Boring Complete at 57.5'	Auger refusal at 57.5'
65							
70							
75							
80							

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFIED BY: Geotechnical Engineer

DRILLER: B. DELUDE

DRILL RIG TYPE : DIEDRICH D-50

METHOD OF INVESTIGATION ASTM D-1586 USING HOLLOW STEM AUGERS

APPENDIX B

GEOTECHNICAL REPORT LIMITATIONS

GEOTECHNICAL REPORT LIMITATIONS

Empire Geo-Services, Inc. (Empire) has endeavored to meet the generally accepted standard of care for the services completed, and in doing so is obliged to advise the geotechnical report user of our report limitations. Empire believes that providing information about the report preparation and limitations is essential to help the user reduce geotechnical-related delays, cost over-runs, and other problems that can develop during the design and construction process. Empire would be pleased to answer any questions regarding the following limitations and use of our report to assist the user in assessing risks and planning for site development and construction.

PROJECT SPECIFIC FACTORS: The conclusions and recommendations provided in our geotechnical report were prepared based on project specific factors described in the report, such as size, loading, and intended use of structures; general configuration of structures, roadways, and parking lots; existing and proposed site grading; and any other pertinent project information. Changes to the project details may alter the factors considered in development of the report conclusions and recommendations. *Accordingly, Empire cannot accept responsibility for problems which may develop if we are not consulted regarding any changes to the project specific factors that were assumed during the report preparation.*

SUBSURFACE CONDITIONS: The site exploration investigated subsurface conditions only at discrete test locations. Empire has used judgement to infer subsurface conditions between the discrete test locations, and on this basis the conclusions and recommendations in our geotechnical report were developed. It should be understood that the overall subsurface conditions inferred by Empire may vary from those revealed during construction, and these variations may impact on the assumptions made in developing the report conclusions and recommendations. *For this reason, Empire should be retained during construction to confirm that conditions are as expected, and to refine our conclusions and recommendations in the event that conditions are encountered that were not disclosed during the site exploration program.*

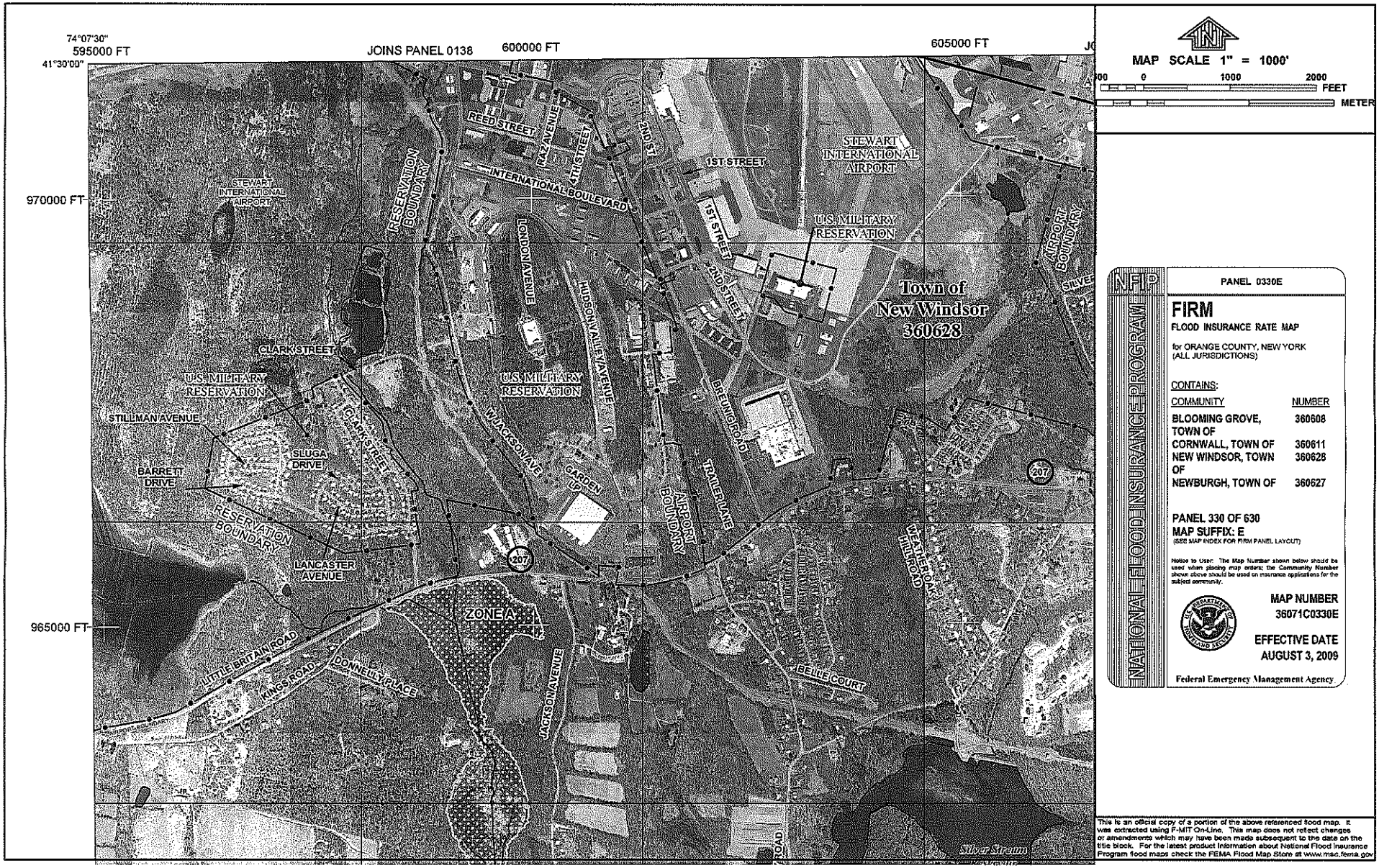
USE OF GEOTECHNICAL REPORT: Unless indicated otherwise, our geotechnical report has been prepared for the use of our client for specific application to the site and project conditions described in the report. *Without consulting with Empire, our geotechnical report should not be applied by any party to other sites or for any uses other than those originally intended.*

CHANGES IN SITE CONDITIONS: Surface and subsurface conditions are subject to change at a project site subsequent to preparation of the geotechnical report. Changes may include, but are not limited to, floods, earthquakes, groundwater fluctuations, and construction activities at the site and/or adjoining properties. *Empire should be informed of any such changes to determine if additional investigative and/or evaluation work is warranted.*

MISINTERPRETATION OF REPORT: The conclusions and recommendations contained in our geotechnical report are subject to misinterpretation. *To limit this possibility, Empire should review project plans and specifications relative to geotechnical issues to confirm that the recommendations contained in our report have been properly interpreted and applied.*

Subsurface exploration logs and other report data are also subject to misinterpretation by others if they are separated from the geotechnical report. This often occurs when copies of logs are given to contractors during the bid preparation process. *To minimize the potential for misinterpretation, the subsurface logs should not be separated from our geotechnical report and the use of excerpted or incomplete portions of the report should be avoided.*

OTHER LIMITATIONS: Geotechnical engineering is less exact than other design disciplines, as it is based partly on judgement and opinion. For this reason, our geotechnical report may include clauses that identify the limits of Empire's responsibility, or that may describe other limitations specific to a project. These clauses are intended to help all parties recognize their responsibilities and to assist them in assessing risks and decision making. Empire would be pleased to discuss these clauses and to answer any questions that may arise.



MAP SCALE 1" = 1000'

000 0 1000 2000 FEET

METER

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0330E

FIRM

FLOOD INSURANCE RATE MAP

for ORANGE COUNTY, NEW YORK (ALL JURISDICTIONS)

CONTAINS:

COMMUNITY	NUMBER
BLOOMING GROVE, TOWN OF	360608
CORNWALL, TOWN OF	360611
NEW WINDSOR, TOWN OF	360628
NEWBURGH, TOWN OF	360627

PANEL 330 OF 630

MAP SUFFIX: E

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
36071C0330E

EFFECTIVE DATE
AUGUST 3, 2009

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Exhibit VIII.C.1.f. Copies of Phase I and Phase II Reports and Investigations

Exhibit VIII.C.1.f Copies of any Phase I and II Reports or any Other Investigations of Site, Sub-Surface, Geotechnical or Environmental Conditions or Hazardous Materials that have been Completed Relating to the Condition of the Project Site

The project site does not have a current Phase I or II Environmental Site Assessment Report. The site was obtained by the Town of New Windsor through an Act of Congress and a "Finding of Suitability to Transfer" (FOST) was issued in October of 1999 (copy attached). The FOST concluded that the property was suitable for transfer since all removal and remediation actions necessary to protect human health and the environment have been taken or will be taken. (The site will require the demolition of buildings containing asbestos.)

The Environmental Impact Statement completed in 2003 for the development of the New York International Plaza (NYIP) project on this site (this site is a subset of the NYIP project site), and the recent Negative Declaration for the proposed Greenetrack Casino Project also did not reveal any other adverse environmental concerns.

Geotechnical borings (copy attached) were also completed on the project site for the Greenetrack project.

(8)

RE: RECEIVE & FILE – FINDING OF SUITABILITY TO TRANSFER-STAS

Hearing No objection, the Town Board of the Town of New Windsor receive and file a document received from the Department of the Army entitled, FINDING OF SUITABILITY TO TRANSFER (FOST) – STEWART ARMY SUBPOST which is dated October 1999 concerning the conveyance of portions of Stewart Army Subpost to the Town of New Windsor pursuant to Public Law #105-260.

Town Board Agenda: 10/06/99.

DEPARTMENT OF THE ARMY
UNITED STATES MILITARY ACADEMY
WEST POINT, NEW YORK 10996

August 30, 1999

REPLY TO
ATTENTION OF

Directorate of Housing and Public Works

SUBJECT: Finding of Suitability to Transfer
Stewart Army Subpost

Mr. George Meyers
Town of New Windsor Supervisor
555 Union Avenue
Newburgh, NY 12550

Dear Mr. Meyers:

Enclosed is a copy of the Finding of Suitability to Transfer (FOST) portions of the Stewart Army Subpost (STAS) to the Town of New Windsor (TNW) pursuant to Public Law # 105-261, special legislation. The purpose of this FOST is to document the suitability and condition of four parcels of land and associated buildings and improvements at STAS for conveyance to the TNW, in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Department of Defense (DoD) FOST Guidance. The FOST is used to support the Army's decision that a property is suitable to transfer.

As such, this FOST, prepared for the Divestiture of STAS, explains that all necessary remediation is either complete or in-place. There are currently no issues pertaining to the transfer of the property that need to be resolved at STAS. Unlike the Environmental Assessment (EA), which was prepared earlier in the process, the FOST does not address historic preservation, endangered species, and other environmental issues not related to potential environmental hazards. This document, however, neither negates nor takes the place of the requirement to comply with the National Environmental Policy Act (NEPA), which was accomplished through the EA (June 1999).

Your agency is requested to review the enclosed FOST, and submit comments, as necessary. The comment period shall last 30 days, and shall end on October 2, 1999. Comments shall be submitted in writing to the undersigned at the address given above. Alan B. Bjornsen can answer specific questions you may have, and can be contacted at (914) 938-4129.

Thank you for your cooperation.

Sincerely,

Eugene E. Rood, P.E.
Chief, Environmental Management Division

Enclosures

Cf: Dukes, M., NYSDEC (w/enc)
Meyers, G., TNW (w/enc)
Boldt, G., USACE (w/enc)

FINDING OF SUITABILITY TO TRANSFER (FOST)

CONVEYANCE OF PORTIONS OF STEWART ARMY SUBPOST TO THE TOWN OF NEW WINDSOR PURSUANT TO PUBLIC LAW # 105-260 TOWN OF NEW WINDSOR, NEW YORK

DEPARTMENT OF THE ARMY
UNITED STATES MILITARY ACADEMY
DIRECTORATE OF HOUSING AND PUBLIC WORKS
WEST POINT, NEW YORK

OCTOBER 1999

FINDING OF SUITABILITY TO TRANSFER (FOST)

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FINDING OF SUITABILITY TO TRANSFER (FOST)

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5. DEPARTMENT OF DEFENSE ENVIRONMENTAL CONDITION CODES

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7. BUILDING USE AND CONDITION INVENTORY (EXCERPTS FROM APPENDIX C, 1997/1998 ENVIRONMENTAL BASELINE STUDY, DIVESTITURE OF STEWART ARMY SUBPOST)

8. 1997 PCB TRANSFORMER TEST RESULTS UNDERTAKEN BY CENTRAL HUDSON GAS AND ELECTRIC CORPORATION, STEWART ARMY SUBPOST

9. ASBESTOS REMOVAL SCHEDULE

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11. BUILDING 712 EASEMENT PROVISIONS, NEW YORK STATE DEPARTMENT OF TRANSPORTATION

12. REGULATORY/PUBLIC COMMENTS TO FOST

FINDING OF SUITABILITY TO TRANSFER (FOST)

CONVEYANCE OF PORTIONS OF STEWART ARMY SUBPOST TO THE TOWN OF NEW WINDSOR PURSUANT TO PUBLIC LAW # 105-260 TOWN OF NEW WINDSOR, NEW YORK

OCTOBER 1999

1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability and condition of four parcels of land and associated buildings and improvements, Stewart Army Subpost (STAS), to be conveyed to the Town of New Windsor, a duly incorporated municipality, County of Orange, New York, pursuant to special legislation, known as Public Law # 105-261 (Enclosure 1). The property subject to conveyance was formerly managed by the Department of the Army, United States Military Academy, West Point, New York. This action is being taken pursuant to Department of the Army Memorandum, dated 14 January 1999, subject: Real Estate Policy Guidance Letter No. 21 - Chapter 15-6, Revised Army Regulation 200-1 (Environmental Protection and Enhancement) - Real Property Acquisition, Outgrant and Disposal Transactions for Non-BRAC (Base Realignment and Closure) Military and Civil Works Real Property (Enclosure 2).

2. DEFINITION/SCOPE

A FOST includes a determination of the environmental condition of military real property based upon the identification of: a) facilities or lands where there has been no release or disposal of hazardous substances or petroleum products; b) facilities or lands where the release or disposal of hazardous substances or petroleum products has occurred; c) an explanation of completed, on-going, or planned removal or remedial actions related thereto and; d) facilities or lands that have not been evaluated or require additional evaluation.

3. PROPERTY DESCRIPTION

The property subject to conveyance is to be transferred in its entirety to the Town of New Windsor for purposes of economic development. The subject property contains approximately 261 acres of fee-owned government real estate (Enclosure 3) and eighty-two (82) buildings (Enclosure 4), comprising 481,226 square feet, identified below.

Buildings 1004, 1102, 1200, 1202, 1204, 1206, 1208, 1214, 1216, 1300, 1400, 1404, 1402, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1700, 1708, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 2000, 2002, 2004, 2006, 2200, 2202, 2204, 2206, 2208, 2210, 2216, 2297, 2308, 2310, 2400, 2402, 2404, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2500, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2600, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2612, 2618, 2619, 2620, 2623, and 2627.

4. ENVIRONMENTAL CONDITION OF PROPERTY

The United States Military Academy (USMA) has determined the property's environmental condition through information obtained during the conduct of a 1997-1998 Environmental Baseline Study (EBS) and Cultural Resource Report on STAS and thorough search of associated real property records and documents related thereto, acquired from the Department of the Air Force (1942-1969) and those subsequently prepared by the USMA during its management and administration of STAS, from 1970-present. The conditions of the property subject to conveyance are identified by Department of Defense (DoD) Environmental Condition Codes (Enclosure 5).

4.1 **Environmental Condition of Property Categories**

With regard to the aforementioned DoD Condition Category Codes, buildings and property associated with the subject property conveyance to the Town of New Windsor fall within a Category 1 or Category 2 Code (Enclosure 6). As a result of this determination, the property subject to conveyance contains no hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), Section 101 (14), have been released, disposed of, or migrated onto the subject property, during the time the property was under management of the Department of the Army, based upon a thorough review and study of available real estate files and records, and physical investigations conducted by or for the Department of the Army on the premises subject to conveyance.

Of the eight-two (82) buildings, identified to be conveyed to the Town of New Windsor, sixty-one (61) or seventy-four percent (74%) of the subject real estate was classified as a Category 1 area, while twenty-one (21) or twenty-six percent (26%) were classified as a Category 2 area. An environmental category condition of buildings subject to conveyance is identified below.

Category 1 (no known or documented release or disposal of hazardous substances or petroleum products)

Buildings: 1200, 1202, 1204, 1206, 1208, 1214, 1216, 1400, 1402, 1602, 1604, 1606, 1608, 1610, 1612, 1700, 1800, 1802, 1806, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 2002, 2202, 2204, 2206, 2208, 2216, 2220, 2297, 2400, 2402, 2404, 2412, 2414, 2416, 2418, 2420, 2422, 2506, 2508, 2510, 2512, 2514, 2516, 2600, 2603, 2604, 2605, 2606, 2607, 2608, 2619, 2620, 2623, and 2627.

Category 2 (areas where only release or disposal of petroleum products has occurred)

Buildings: 1004, 1102, 1404, 1600, 1706, 2000, 2004, 2006, 2210, 2306, 2310, 2406, 2410, 2506, 2518, 2520, 2609, 2610, 2612, and 2618.

Category 2 buildings have been identified because petroleum product releases were discovered as a result of the closure of operating, underground (fuel) storage tanks (USTs), accidental releases occurring from the operation or repair of motor vehicles, and/or UST mechanical equipment failures . All such releases were properly mitigated in accordance with applicable Federal and State laws and regulations. As such, it is the determination of the United States Military Academy that no further UST mitigation is required.

Areas within the vicinity of Buildings 1300, 2308, and 2602 may require remediation of petroleum-contaminated soil(s) and that further investigations of this potential liability would extend beyond the planned conveyance of the subject property to the Town of New Windsor. Any further or future development of property in these areas can not be undertaken until an investigation of this property has been made to test, program, and properly dispose of any potential petroleum product contamination which may exist or be discovered. This undertaking shall comply with New York State Department of Environmental Conservation (NYSDEC) regulations. Any required testing, programming and disposal of contaminated soil(s) shall be performed, at no cost or expense to the Town of New Windsor, by the Department of the Army, United States Military Academy. The estimated completion date of this proposed project is December 1999.

4.2 **Storage, Release, or Disposal of Hazardous Substances**

Pursuant to Title 40, Code of Federal Regulations (CFR), Part 373. and Section 120 (h) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, (CERCLA) 42 United States Code (U.S.C.), Section 9620 (h), the United States Military Academy has made a complete search of its records, and reports concerning the property subject to conveyance. Those records and reports indicate that no hazardous substance(s), as defined by Section 101 (14) of CERCLA, has been stored for one year or more, released, or disposed of on the subject property during the time the property was under management of the Department of the

Army (Enclosure 7). Accordingly, it is the determination of the United States Military Academy that there is no requirement for the notification of any hazardous substance, storage, release, or disposal concerning the property subject to conveyance to the Town of New Windsor.

4.3 Petroleum and Petroleum Products

Petroleum products in excess of 55 gallons which were stored on the property to be conveyed are identified in sections 4.3.2 and 4.3.3, below.

4..3.1 Storage, Release, or Disposal of Petroleum Products

4.3.2 Underground Storage Tanks (USTs)

The property subject to conveyance contains one UST recently found at Building 1300 (see Enclosure 7).

UST tank closures and removals conducted by the United States Military Academy within the property subject to conveyance includes forty-one (41) tanks, as described below (see also Enclosure 7).

Building	Description	Year of Removal
1004	(1) 1,000 gallon No. 2 Fuel Oil	1997
1102	(1) 8,000 gallon No. 2 Fuel Oil	1997
1202	(1) 1,000 gallon No. 2 Fuel Oil	1997
1404	(1) 3,000 gallon No. 2 Fuel Oil	1994
1600	(1) 1,000 gallon No. 2 Fuel Oil	1994
1700	(1) 1,000 gallon No. 2 Fuel Oil	1997
1708	(1) 5,000 gallon No. 2 Fuel Oil (1) 4,000 gallon No. 2 Fuel Oil	1997 1997
2000	(1) 1,000 gallon No. 2 Fuel Oil	1997
2004	(1) 1,000 gallon No. 2 Fuel Oil	1994
2006	(1) 8,000 gallon No. 2 Fuel Oil	1997
2210	(1) 500 gallon Diesel Fuel	1998
2297	(1) 250 gallon Diesel Fuel	1996
2308	(1) 12,000 gallon Gasoline	1978 (closed-in-place)
2310	(1) 1,000 gallon No. 2 Fuel Oil	1997
2408	(1) 1,000 gallon No. 2 Fuel Oil	1997
2410	(1) 1,000 gallon No. 2 Fuel Oil	1997

4.3.2 **Underground Storage Tanks (USTs) - continued**

Building	Description	Year of Removal
2418	(1) 1,000 gallon No. 2 Fuel Oil	1997
2500	(1) 1,000 gallon No. 2 Fuel Oil	1994
2506	(1) 1,000 gallon No. 2 Fuel Oil	1994
2508	(1) 1,000 gallon No. 2 Fuel Oil	1997
2510	(1) 1,000 gallon No. 2 Fuel Oil	1997
2512	(1) 1,000 gallon No. 2 Fuel Oil	1997
2516	(1) 1,000 gallon No. 2 Fuel Oil	1994
2518	(1) 1,000 gallon No. 2 Fuel Oil	1997
2520	(1) 1,000 gallon No. 2 Fuel Oil	1997
2602	(1) 1,000 gallon No. 2 Fuel Oil	1997 (closed in-place)
2604	(1) 550 gallon Gasoline	1996
2605	(1) 8,000 gallon No. 2 Fuel Oil	1997
2608	(1) 1,000 gallon No. 2 Fuel Oil	1994
2609	(3) 550 gallon No. 2 Fuel Oil	1998
	(1) 1,000 gallon No. 2 Fuel Oil	1998
	(1) 275 gallon No. 2 Fuel Oil	1998
2610	(1) 1,000 gallon No. 2 Fuel Oil	1997
2612	(1) 1,000 gallon No. 2 Fuel Oil	1997
2614	(1) 1,000 gallon No. 2 Fuel Oil	1996
2616	(1) 1,000 gallon No. 2 Fuel Oil	1996
2618	(1) 1,000 gallon No. 2 Fuel Oil	1997
2623	(1) 3,000 gallon No. 2 Fuel Oil	1997

4.3.3 **Aboveground Storage Tanks (ASTs)**

The property subject to conveyance contains eight (8) ASTs. All tanks, as required, are equipped with secondary containment, spill catchment basins, and overfill protection devices. An AST tank inventory is described below (see also Enclosure 7).

Building	Description	Year of Installation
1004	(1) 480 gallon No. 2 Fuel Oil	1998
1708	(1) 500 gallon Diesel Fuel	1997
2210	(1) 480 gallon Diesel Fuel	1998
2408	(2) 275 gallon (no description)	1997
2410	(2) 275 gallon (no description)	1997
2604	(1) 1,000 gallon No. Fuel Oil	1996

AST tank closures and removals conducted by the United States Military Academy within the property subject to conveyance include nine (9) tanks, as described below (see also Enclosure 7).

Building	Description	Year of Removal
1610	(1) 275 gallon No 2 Fuel Oil	1998
1806	(1) 275 gallon No 2 Fuel Oil	1998
1808	(1) 275 gallon No 2 Fuel Oil	1998
1818	(1) 275 gallon No 2 Fuel Oil	1998
2414	(2) 275 gallon No 2 Fuel Oil	1998
2420	(2) 275 gallon No 2 Fuel Oil	1998
2609	(1) 275 gallon No 2 Fuel Oil	1998

4.3.4 **Release and Disposal of Petroleum Products/Contamination**

Contamination from the past use of petroleum products on the property subject to conveyance, which are not considered a hazardous substance under CERCLA, was discovered adjacent to Building 2308, formerly used as a motor pool dispatch office and Building 2602, formerly used and known as the Stewart Army Subpost Community Club. Furthermore, an abandoned No. 2 fuel oil underground storage tank was discovered adjacent to Building 1300, formerly used as an administrative building and further described below.

Building 1300
Type of Petroleum Product: No. 2 Fuel Oil (from a former 1,000 gallon underground storage tank)
Quantity: Unknown
UST Registry Number: Not Applicable (underground fuel oil storage tanks under 1,100 gallons do not require registration)
RCRA Hazardous Waste Number: Not Applicable (subject petroleum product is not a hazardous waste)
Date of Release: At the time this instrument was prepared, there is only knowledge of the existence of an abandoned underground storage tank which shall be removed by the government and if any contamination is found at the site, it will be removed and disposed of in accordance with federal, state, and local environmental laws and regulations.

Building 2308
Type of Petroleum Product: Gasoline (from a former 12,000 gallon underground storage tank)
Quantity: Unknown
UST Registry Number: Not Applicable (subject underground storage tank was closed by the Department of the Air Force prior to any established federal or state underground storage tank regulations)
RCRA Hazardous Waste Number: Not Applicable (subject petroleum product is not a hazardous waste)
Date of Release: Release was discovered by the Department of the Army on 16 October 1997.

Building 2602
Type of Petroleum Product: No. 2 Fuel Oil (from a former 1,000 gallon underground storage tank)
Quantity: Unknown
UST Registry Number: Not Applicable (underground fuel oil storage tanks under 1,100 gallons do not require registration)
RCRA Hazardous Waste Number: Not Applicable (subject petroleum product is not a hazardous waste)
Date of Release: Release was discovered on 26 November 1997 during tank closure activities.

4.4 Polychlorinated Biphenyls (PCBs)/Equipment

A comprehensive survey of PCB contaminated transformers at STAS was undertaken in 1997 by the Central Hudson Gas and Electric Corporation (CHGEC) pursuant to a privatization action involving the transfer of ownership of the STAS electric utility and distribution system to the CHGEC. PCB contaminated transformers were removed and replaced with PCB-free transformers by the CHGEC, while the disposal of contaminated transfers was accomplished by the United States Military Academy in accordance with applicable environmental laws and regulations. Test results are attached (Enclosure 8). The property subject to conveyance is free of PCB transformers. Buildings constructed prior to July 1, 1979, that have fluorescent light fixtures not specifically marked "No PCB," are, however, suspected of containing potential PCBs in the light fixture ballast's (see also Enclosure 7).

Covenants and warnings as to PCBs/Equipment are identified in Section 8, entitled, Environmental Protection Provisions, and proposed Quitclaim Deed implementing the subject property conveyance to the Town of New Windsor.

4.5 Asbestos and Asbestos Containing Material (ACM)

The United States Military Academy completed asbestos surveys of STAS from 1997-1999. Historically, friable asbestos and asbestos containing material (ACM) has been removed during the performance of building improvement and/or renovation activities associated with the upgrade, maintenance, and repair of military real property at STAS.

4.5.1 Buildings With Visible/Damaged Friable Asbestos

Visible/damaged friable asbestos, in the form of tank, boiler, furnace and/or thermal system insulation, was found in twenty-five (25) buildings to be conveyed to the Town of New Windsor, as listed below.

Buildings: 1202, 1204, 1206, 1208, 1404, 1608, 1610, 1708, 1800, 1802, 1806, 1812, 1816, 1818, 2002, 2004, 2006, 2500, 2506, 2514, 2516, 2605, 2608, 2610, and 2612.

All visible damaged friable asbestos will be removed or encapsulated by the United States Military Academy prior to September 30, 1999 (Enclosure 9).

ilding 2308
ype of Petroleum Product: Gasoline (from a former 12,000 gallon unde
u tity: Unknown
ST Registry Number: Not Applicable (subject underground storage tan
epartment of the Air Force prior to any established federal or state unde
re ulations)
CRA Hazardous Waste Number: Not Applicable (subject petroleum pro
)ate of Release: Release was discovered by the Department of the Army

3u iing 2602
Type of Petroleum Product: No. 2 Fuel Oil (from a former 1,000 gallon
Quantity: Unknown
U Registry Number: Not Applicable (underground fuel oil storage tar
do not require registration)
RCRA Hazardous Waste Number: Not Applicable (subject petroleum pr
D e of Release: Release was discovered on 26 November 1997 during

y lorinated Biphenyls (PCBs)/Equipment

mprehensive survey of PCB contaminated transformers at STAS was ur
Gas and Electric Corporation (CHGEC) pursuant to a privatization acti
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B ldings With Visible/Damaged Friable Asbestos

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ildings: 1202, 1204, 1206, 1208, 1404, 1608, 1610, 1708, 1800, 1802,
2004, 2006, 2500, 2506, 2514, 2516, 2605, 2608, 2610, and 26

All visible damaged friable asbestos will be removed or encapsulated by
to September 30, 1999 (Enclosure 9).

4.5.2 Buildings Without Visible/Damaged Friable Asbestos

Fifty-seven (57) buildings contain no visible/damaged friable asbestos, as listed below.

Buildings: 1004, 1102, 1200, 1214, 1216, 1300, 1400, 1402, 1600, 1602, 1604, 1606, 1612, 1700, 1804, 1808, 1810, 1814, 2000, 2200, 2202, 2204, 2206, 2208, 2210, 2216, 2297, 2308, 2310, 2400, 2402, 2404, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2508, 2510, 2512, 2518, 2520, 2600, 2602, 2603, 2604, 2606, 2607, 2609, 2618, 2619, 2620, 2623, and 2627.

Covenants and warnings as to asbestos materials are included in Section 8, entitled, Environmental Protection Provisions, and proposed Quitclaim Deed implementing the subject property conveyance to the Town of New Windsor.

4.6 Lead Based Paint (LBP)

No LBP surveys were conducted in any of the buildings subject to conveyance to the Town of New Windsor.

4.6.1 Buildings Suspected of Containing LBP

Eighty (80) buildings are suspected of containing LBP based upon building ages (constructed prior to 1978), as listed below.

Buildings: 1004, 1102, 1200, 1202, 1204, 1206, 1208, 1214, 1216, 1300, 1400, 1402, 1404, 1600, 1602, 1604, 1606, 1608, 1610, 1612, 1700, 1708, 1800, 1802, 1804, 1806, 1808, 1810, 1812, 1814, 1816, 1818, 2000, 2002, 2004, 2006, 2200, 2202, 2204, 2206, 2208, 2210, 2297, 2308, 2310, 2400, 2402, 2404, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2500, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2600, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2612, 2618, 2619, 2620, and 2623.

4.6.2 Building Presumed to be LBP-Free

Buildings: 2216 and 2627 (see Enclosure 7).

Covenants and warnings as to lead based paint are included in Section 8, entitled, Environmental Protection Provisions, and proposed Quitclaim Deed implementing the subject property conveyance to the Town of New Windsor.

4.7 Radiological Materials

During the time the property subject to conveyance was under the management of the Department of the Army, there is no known evidence that the property was utilized for research or development purposes involving the use or storage of radioactive materials. It is therefore the determination of the United States Military Academy that the property subject to conveyance to the Town of New Windsor contains no known radiological materials and therefore doesn't pose a safety hazard or risk.

4.8 Radon

Radon surveys were conducted by the United States Military Academy in forty-one (41) buildings, in which eighty-eight (88) sample readings were collected (Enclosure 10). Of the eight-eight (88) samples collected and tested, the average radon reading per building was .87 picocuries per liter (.87pCi/l). Environmental Protection Agency (EPA) residential action levels of four (4) or more picocuries per liter (pCi/l), are considered a potential hazard to human health. It is therefore the determination of the United States Military Academy that the property

subject to conveyance to the Town of New Windsor is well-below any potential hazard to human health due to the presence of radon. A listing of buildings included in the radon survey are listed below.

Buildings: 1004, 1102, 1200, 1214, 1400, 1402, 1700, 1708, 1806, 1808, 2002, 2297, 2308, 2310, 2400, 2402, 2408, 2410, 2414, 2416, 2418, 2420, 2422, 2500, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2600, 2602, 2605, 2606, 2608, 2609, 2610, 2612, and 2618.

4.9 Unexploded Ordnance (UXO)

Based upon a review of existing records, physical inspections of buildings and facilities, and available reports on STAS, none of the buildings or surrounding land proposed for conveyance are known to contain unexploded ordnance. It is therefore the determination of the United States Military Academy that the property subject to conveyance to the Town of New Windsor contains no known UXO and therefore doesn't pose a safety hazard or risk.

4.10 Other Hazardous Conditions

There are no other known hazardous condition(s) which exist on the property subject to conveyance to the Town of New Windsor. It is therefore the determination of the United States Military Academy, that no further remediation(s) or a response action(s) is necessary, except as specifically noted below, and that there is no such condition(s) existing on the premises subject to conveyance which would render the property unsuitable for conveyance and intended re-use of the property by the Town of New Windsor for the purpose of economic development.

5. REMEDIATION

(1) During the conduct of a 1997 Environmental Baseline Study investigation of the Stewart Army Subpost, evidence of a former 12,000 gallon gasoline underground storage tank adjacent to Building 2308 was discovered. Upon discovery, a Geo-Probe subsurface investigation was undertaken on 16 October 1997 which indicated the presence of a release of petroleum product. A New State Department of Environmental Conservation approved Remedial Action Plan (RAP) to remove petroleum contaminated soil from the premises began in September 1998, in which approximately six hundred (600) tons of soil was removed from the site. Additional mitigation is required and at the time this instrument was prepared, is/was on-going. A site assessment/closure report will be prepared and submitted to the New York State Department of Environmental Conservation (NYSDEC) when the aforementioned mitigation is complete for consideration of a "No Further Action" determination by the NYSDEC. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the premises after the effective date of this instrument, to perform and complete any necessary testing, remedial actions, and site restoration activities in accordance with federal, state, and local environmental laws and regulations.

(2) During a November 1997 closure of a 1,000 gallon No. 2 fuel oil underground storage tank adjacent to Building 2602 petroleum product contamination was discovered. A New State Department of Environmental Conservation approved Remedial Action Plan (RAP) to remove petroleum contaminated soil from the premises was issued to the Department of the Army, United States Military Academy. The RAP has been planned and programmed at the time this instrument was prepared. A site assessment/closure report will be prepared and submitted to the New York State Department of Environmental Conservation (NYSDEC) when the aforementioned mitigation is complete for consideration of a "No Further Action" determination by the NYSDEC. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the premises after the effective date of this instrument, to perform and complete any necessary testing, remedial actions, and site restoration activities in accordance with federal, state, and local environmental laws and regulations.

(3) As a result of investigations undertaken in the completion of a 1997 Environmental Baseline Study of the Stewart Army Subpost, an abandoned 1,000 gallon No. 2 fuel oil underground storage tank was discovered

adjacent to Building 1300. Removal of the subject underground storage tank at the time this instrument was prepared has not yet been completed, however, its removal and disposal has been planned and programmed by the United States Military Academy. If a release of petroleum product is found, it will be reported to the NYSDEC and remedial actions will be conducted following a NYSDEC approved Remedial Action Plan. Under this circumstance, a site assessment/closure report will be prepared and submitted to the NYSDEC when the required mitigation is complete for consideration of a "No Further Action" determination by the NYSDEC. The Department of the Army, through the United States Military Academy, reserves the right to re-enter the premises after the effective date of this instrument, to perform and complete any necessary testing, remedial actions, and site restoration activities in accordance with federal, state, and local environmental laws and regulations.

(4) As to that petroleum contamination associated with the former Stewart Army Subpost and described herein as adjacent to Buildings 2308 and 2602, and any potential petroleum contamination adjacent to Building 1300, the Department of the Army covenants and warrants that it shall undertake necessary and appropriate remedial actions to ensure the protection of human health and the environment of the subject sites after the effective date of this instrument.

(5) As to the 275 gallon diesel above-ground storage tank with secondary containment, associated with the sewage pump station at Building 712, situated on lands owned by the State of New York and managed by the New York State Department of Transportation is/was formerly utilized by the Department of the Army under easement provisions from the New York State Department of Transportation (Enclosure 11). Unless the Town of New Windsor converts this pump station into a gravity-fed catch basin leading into the Town of New Windsor's sewage line on Bruenig Road, the Department of the Army, through the United States Military Academy, will remove the existing above-ground storage tank therein and close this tank in accordance with federal, state, and local environmental laws and regulations. This tank has no history of spill or other incident requiring the preparation and/or submittal of an environmental report of circumstance(s) to the New York State Department of Environmental Conservation.

6. REGULATORY/PUBLIC COORDINATION

The U.S. Environmental Protection Agency, Region 2, New York State Department of Environmental Conservation, Town of New Windsor, and the public were notified of the initiation of the FOST. Regulatory/public comments (were received or were not received - to be documented herein upon regulatory/public coordination of this FOST) during the FOST development and review. All written or verbal comments received during this notification are attached at Enclosure 12.

In addition, during the preparation and conduct of an Environmental Baseline Study (EBS), attendant Cultural Resources Report, and Environmental Assessment (EA), Divestiture of the Stewart Army Subpost, regulatory consultations were performed among fourteen (14) federal, state, and local government agencies.

7. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND CONSISTENCY WITH LOCAL REUSE PLAN

The environmental impacts associated with the proposed conveyance of property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis have been documented in an Environmental Assessment, Divestiture of Stewart Army. No specific encumbrance(s) or condition(s) were identified in the stated EA, as applicable to the proposed conveyance, or as necessary to protect human health and the environment. The proposed conveyance is consistent with intended reuse of the subject property for economic development purpose(s). pursuant to Public Law 105-261.

8. ENVIRONMENTAL PROTECTION PROVISIONS

On the basis of the above-cited findings, those found in the EBS and EA, entitled, Divestiture of Stewart Army Subpost, and in consideration of the intended use of the property based upon Public Law 105-261, certain

environmental protection provisions are required for the subject conveyance of property to the Town of New Windsor. These terms and conditions are set forth below and shall be included in a quitclaim deed of transfer to the Town of New Windsor.

8.1 **Inclusion of Environmental Provisions in Property Sale, Transfer or Use Instruments**

The Town of New Windsor or, to which the property subject to conveyance shall be transferred by Quitclaim Deed, shall neither sell, transfer, lease, nor grant any interest , privilege, license, or permit whatsoever in the property subject to conveyance without the inclusion of the environmental protection provisions contained herein, and further, the Town of New Windsor shall be required to include these provisions in all future sale(s) or transfer (s) of the property subject to conveyance, to include its assigns, successors, lessee's or sublessee's thereof.

8.2 **Army Liability for Property Contamination and Covenant**

The Town of New Windsor shall be responsible for conducting any environmental contamination response actions necessary after the conveyance of the property. For any unknown contamination existing at the time of conveyance and discovered after the time of transfer, excepting those situations where the Town of New Windsor is a potentially responsible party, as defined by CERCLA, as amended, any additional remedial action found to be necessary with respect to any such existing but unknown and later-discovered contamination, shall be conducted by the Department of the Army, United States Military Academy. In the event any caused or controlled environmental contaminants are discovered after conveyance of the subject property to the Town of New Windsor, an agreement shall be negotiated between the United States Military Academy, subject to the availability of funding, and Town of New Windsor defining liability and cost reimbursement procedures.

8.3 **Notice of the Presence of Polychlorinated Biphenlys (PBCs)/Equipment and Covenant**

The property subject to conveyance is free of PCB transformers. The Town of New Windsor is hereby informed that buildings constructed prior to July 1. 1978. that contain fluorescent light fixtures not specifically marked "No PCBs" are suspected of containing potential PCB-contaminated oils in the light fixture ballasts.

8.4 **Notice of the Presence of Asbestos and Covenant**

8.4.1 The Town of New Windsor is hereby informed and does acknowledge that non-friable asbestos or asbestos containing materials (collectively "ACM") has been found on the property subject to reassignment as above described which shall accompany the transfer of this property to the Town of New Windsor and has been identified in a Department of the Army, Environmental Baseline Study, Divestiture of the Stewart Army Subpost, New Windsor, New York, dated June 1997, as revised in June 1998, which has been provided to the Town of New Windsor. Additionally, the Town of New Windsor has reviewed and shall be provided an Environmental Assessment, Divestiture of the Stewart Army Subpost. The ACM on the subject real estate does not currently pose a threat to human health or the environment. All known friable asbestos that posed a risk to human health within the real estate subject to reassignment has either been removed or encapsulated.

8.4.2 The Town of New Windsor agrees that its future use of the subject property after the date of this conveyance will be in compliance with all applicable laws relating to asbestos or ACM, and that the Department of the Army assumes no liability for future remediation of asbestos or ACM or damages for personal injury, illness, disability, or death, to the Town of New Windsor, its employees, officers, agents, or contractors, or any successors or assigns, lessees, or to any person or persons, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity or activities causing or leading to contact of any kind whatsoever with asbestos or ACM on the real estate subject to conveyance under this instrument, whether the Town of New Windsor, its successors or assigns have properly warned or failed to properly warn the individual or individuals injured. The Town of New Windsor agrees to be responsible for any future remediation of asbestos or ACM found to be necessary on the real estate subject to conveyance after the property has been transferred.

8.5 Lead Based Paint Warning And Convenant

8.5.1 The Town of New Windsor is hereby informed and does acknowledge that all buildings subject to conveyance as a result of this instrument, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint ("LBP"). Such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Town of New Windsor is notified that the real estate subject to conveyance as a result of this instrument may, if used for residential real property (including use of any non-dwelling facilities by children under seven years of age, such as a child care center or playground area) present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning.

8.5.2 Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in a Department of the Army prepared, Environmental Baseline Study for the Divestiture of the Stewart Army Subpost, New Windsor, New York, dated June 1997, as revised in June 1998, which has been provided to the Town of New Windsor. Additionally, the Town of New Windsor has reviewed and shall be provided an Environmental Assessment, Divestiture of the Stewart Army Subpost.

8.5.3 The Town of New Windsor agrees that it shall not permit the occupancy or use of any buildings or structures on the real estate subject to conveyance as a result of this instrument which are later used for residential purposes without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Under such circumstance, prior to permitting the occupancy of any residential property, if required by law or regulation, the Town of New Windsor, at its sole expense, will: (1) inspect the premises for the presence of lead-based paint and/or lead-based paint hazards; (2) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations; and (3) comply with all applicable notice and disclosure requirements under applicable federal and state law. The Town of New Windsor agrees to be responsible for any remediation of lead-based paint and/or lead-based paint hazards on the real estate subject to conveyance under this instrument which might later be used for residential purposes after the date of transfer to the Town of New Windsor, or its assigns or successors.

8.5.4 The Department of the Army assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Town of New Windsor, its officers, employees, agents, or contractors, or its successors or assigns, lessees, licensees, permitees, or to any other person or persons, including members of the general public, arising from lead-based paint or lead-based paint hazards on the real estate subject to conveyance after the date of transfer.

9. SUMMARY OF FINDINGS OF SUITABILITY TO TRANSFER

9.1 CERCLA

Pursuant to Title 40, Code of Federal Regulations (CFR), Part 373.3 and Section 120 (h) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, (CERCLA) 42 United States Code (U.S.C.), Section 9620 (h), the United States Military Academy has made a complete search of its records and investigation of the property subject to conveyance to the Town of New Windsor. Those records and investigations indicate that no hazardous substance(s), as defined by Section 101 (14) of CERCLA has been stored for one year or more, released, or disposed of on the subject property during the time the property was under management of the Department of the Army.

9.2 **Underground Storage Tanks (USTs)**

The Department of the Army, pursuant to the provisions of 40 CFR 280 relating to the control of underground storage tanks (UST), certifies that all known remaining UST have been removed or will be remove from the property subject to conveyance as described in Section 4 above, and that the property therein is in compliance with 40 CFR 280, "Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks.

9.3 **Aboveground Storage Tanks (ASTs)**

All ASTs on the property subject to conveyance, as required, are equipped with secondary containment, spill catchment basins, and overfill protection devices.

9.4 **Polychlorinated Biphenyls (PCB'S)**

The Department of the Army certifies that the property subject to conveyance is in compliance with 40 CFR 761, "Polychlorinated Biphenyls (PCB's) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions," as it relates to PCB use, storage, handling, and disposal of the property subject to conveyance; and that there are no known PCB's on the subject property.

9.5 **Asbestos and Asbestos Containing Material (ACM)**

Covenants and warnings as to asbestos materials are included in Section 8, entitled, Environmental Protection Provisions, and proposed Quitclaim Deed implementing the subject property conveyance to the Town of New Windsor.

9.6 **Lead based Paint (LBP)**

Covenants and warnings as to lead based paint are included in Section 8, entitled, Environmental Protection Provisions, and proposed Quitclaim Deed implementing the subject property conveyance to the Town of New Windsor.

9.7 **Radiological Materials**

It is the determination of the United States Military Academy that the property subject to conveyance to the Town of New Windsor contains no known radiological materials and therefore doesn't pose a safety hazard or risk.

9.8 **Radon**

It is the determination of the United States Military Academy that the property subject to conveyance to the Town of New Windsor is well-below any potential hazard to human health due to the presence of radon.

9.9 **Unexploded Ordnance (UXO)**

It is the determination of the United States Military Academy that the property subject to conveyance to the Town of New Windsor contains no known UXO and therefore does not pose a safety hazard or risk.

9.10 **Other Hazardous Conditions**

It is the determination of the United States Military Academy, that no further remediation(s) or a response action(s) is necessary, except as specifically in Section 5 above, entitled, **REMEDIATION**, and that there is no such condition(s) existing on the premises subject to conveyance which would render the property unsuitable for

conveyance and intended re-use of the property by the Town of New Windsor for the purpose of economic development.

9.11 **Superfund Site Applicability**

The Department of the Army acknowledges that the property subject to conveyance, or any portion thereof, is not proposed for or on the proposed or final National Priority List (NPL) of Superfund Sites.

10. **FOST DETERMINATION**

Based upon the above-cited information, I conclude that all Department of Defense requirements to reach a Finding of Suitability to Transfer the subject property to the Town of New Windsor have been met. All removal and remediation actions necessary to protect human health and the environment have been taken or will be taken, as described in Section 5, above.

It is therefore the determination of the United States Military Academy, as set forth in this FOST, that the property subject to conveyance is suitable for transfer to the Town of New Windsor.

12 Encls
as

ARNOLD SMITH
Colonel, FA
Garrison Commander

Listing of Enclosures:

1. Public Law # 105-261
2. Department of the Army Memorandum, Real Estate Policy Guidance Letter No. 21
3. Town of New Windsor Acquisition Map of Portions of Stewart Army Subpost
4. General Site Map, Stewart Army Subpost
5. Department of Defense Environmental Condition Codes
6. Environmental Property Condition Map
7. Building Use and Condition Inventory (Excerpts from Appendix C, 1997/1998 Environmental Baseline Study, Divestiture of Stewart Army Subpost)
8. 1997 PCB Transformer Test Results Undertaken by Central Hudson Gas and Electric Corporation. Stewart Army Subpost
9. Asbestos Removal Schedule
10. Radon Survey of Buildings
11. Building 712 Easement Provisions, New York State Department of Transportation
12. Regulatory/Public Comments to FOST

PUBLIC LAW # 105-261

ENCLOSURE 1

BILL # HR3616
SIGNED BY PRESIDENT CLINTON ON 10/17/98
KNOWN AS PUBLIC LAW #105-261
NAMED AS: DEFENSE DEPARTMENT FISCAL YEAR 1999
AUTHORIZATION BILL

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SEC. 2845. LAND CONVEYANCE, STEWART ARMY SUB-POST, NEW WINDSOR, NEW YORK.

(a) CONVEYANCE AUTHORIZED- The Secretary of the Army may convey, without consideration, to the Town of New Windsor, New York (in this section referred to as the 'Town'), all right, title, and interest of the United States in and to a parcel of real property, including improvements thereon, consisting of approximately 291 acres at the Stewart Army Sub-Post in New Windsor, New York, for the purpose of permitting the Town to develop the parcel for economic purposes.

(b) EXCLUSION- The real property to be conveyed under subsection (a) does not include any portion of the approximately 89.2-acre parcel at Stewart Army Sub-Post that is proposed for transfer to the jurisdiction and control of the Marine Corps or the approximately 22-acre parcel at Stewart Army Sub-Post that is proposed for transfer to the jurisdiction and control of the Army Reserve.

(c) CONDITIONS OF CONVEYANCE- The conveyance authorized by subsection (a) may only be made subject to the following conditions:

(1) The Town must agree to provide connections to the local wastewater and sewage treatment system for all existing and future improvements to the parcels of real property referred to in subsection (b).

(2) The Town must agree to provide wastewater and sewage treatment service to such parcels at a rate established by the appropriate Federal or State regulatory authority.

(d) DESCRIPTION OF PROPERTY- The exact acreage and legal description of the real property to be conveyed under subsection (a) shall be determined by a survey satisfactory to the Secretary. The cost of the survey shall be borne by the Town.

(e) ADDITIONAL TERMS AND CONDITIONS- The Secretary may require such additional terms and conditions in connection with the conveyance under subsection (a) as the Secretary considers appropriate to protect the interests of the United States.

DEPARTMENT OF THE ARMY MEMORANDUM
REAL ESTATE POLICY GUIDANCE LETTER NO. 21

ENCLOSURE 2

DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

CERE-M

14 JAN 1998

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Real Estate Policy Guidance Letter No. 21 -- Chapter 15-6, Revised AR 200-1 -- Real Property Acquisition, Outgrant and Disposal Transactions for Non-BRAC Military and Civil Works Real Property

1. Purpose. We have been asked to clarify the current Army guidance on when and under what circumstances an Environmental Baseline Survey (EBS) will be required for the disposal and outgrant of non-BRAC military and civil works real property interests. At the same time, we are setting forth guidance on FOSL/FOST/ECOP requirements for non-BRAC military and civil works real estate transactions that will apply unless superseded by DA Pamphlet 200-1.

2. Background

a. Revised Army Regulation 200-1 was published 21 February 1997. A copy can be downloaded from Internet at URL - http://denix.cecer.army.mil/denix/Public/Policy/Army/ar200-1.html

b. Implementing procedures will be set forth in DA Pamphlet 200-1 (this pamphlet has not yet been published). Enclosed are portions of the draft Army pamphlet (Encl).

3. EBS - Extraordinary Circumstances.

a. Chapter 15-6 of the revised AR 200-1 addresses Real Property Acquisition, Outgrant and Disposal Transactions. In contrast to Chapter 12-5 of the 1990 AR 200-1, Chapter 15-6 of the revised AR specifically excludes reassignments within DA, permits, licenses, and easements from the requirements of this Chapter except where **extraordinary circumstances** exist (15-6(a)) or when otherwise desired by the Army (15-6(b)).

b. Chapter 15-6 does not provide any guidance for determining when **extraordinary circumstances** exist nor otherwise list activities that the Army may desire an EBS. It does state that an EBS is used to identify environmental contamination liabilities associated with real property transactions (15-6b). Consequently, an EBS should be performed when there is a likelihood that the real estate transaction will expose the Army to third party liability, fines and penalties and cleanup costs. Therefore, even though an EBS is specifically excluded for reassignments within DA, permits, licenses or easements, they should nevertheless be performed

for licenses issued to state National Guard components; when hazardous materials are stored for one year or more or disposed on Army property except when authorized by 10 U.S.C. Section 2692 (as amended); and where the authorized use of Army lands and facilities poses a hazard to human health or the environment. We can assume that an EBS is not required for those real estate transactions for which an EA or EIS is not required, i.e., categorical exclusions.

c. An EBS is still required for sales divesting title, transfers of jurisdictions between agencies, and leases.

d. Regardless of when an EBS is performed, the installation commander (IC) or Army proponent for the prospective real estate transaction is responsible for complying with the requirements of Chapter 15-6 except for real estate transactions initiated by non-Army parties. In those cases the initiating party is responsible for completion and funding of the EBS (see paragraph 15-6(c)(1) of AR200-1).

4. FOST, FOSL and ECOP

a. The results of an EBS evaluation will be documented in a Finding of Suitability to Transfer (FOST), for sales divesting title, and a Finding of Suitability to Lease (FOSL), for leases. An Environmental Condition of Property (ECOP) is prepared instead of a FOST when jurisdiction over property is being transferred to another federal agency. Since jurisdiction over property is not transferred when property is reported as excess to the General Services Administration, the FOST and ECOP requirements do not apply.

b. The signed FOSL, FOST or ECOP, and EBS, if not already on file at HQDA, should be submitted with a Report of Availability (ROA), for each outgrant, and the Report of Excess, for each disposal or transfer of jurisdictions between agencies .

5. The installation/Army proponent, MSC, or MACOM shall initiate, review and approve EBSs. For properties in DOD Environmental Condition of Property (ECOP) categories 1-3, the MACOM has the authority to approve FOSTs . All other FOSTs shall be approved by DASA (ESOH) for military actions or ASA (CW) for civil works actions exceeding the District's delegated authority (currently $1000) until specific authority for approval of these FOSTs is further delegated to the MACOM. All ECOPs shall be approved by the MACOM. FOSLs at active (operational) Army facilities and civil works projects will be the same as approval authority for the lease, except when the property may contain Unexploded Ordnance (UXO). Those leases of property approved by the Secretary of the Army will have a FOSL approved by the DASA (ESOH).

for licenses issued to state National Guard components; when hazardous materials are stored for one year or more or disposed on Army property except when authorized by 10 U.S.C. Section 2692 (as amended); and where the authorized use of Army lands and facilities poses a hazard to human health or the environment. We can assume that an EBS is not required for those real estate transactions for which an EA or EIS is not required, i.e., categorical exclusions.

c. An EBS is still required for sales divesting title, transfers of jurisdictions between agencies, and leases.

d. Regardless of when an EBS is performed, the installation commander (IC) or Army proponent for the prospective real estate transaction is responsible for complying with the requirements of Chapter 15-6 except for real estate transactions initiated by non-Army parties. In those cases the initiating party is responsible for completion and funding of the EBS (see paragraph 15-6(c)(1) of AR200-1).

4. FOST, FOSL and ECOP

a. The results of an EBS evaluation will be documented in a Finding of Suitability to Transfer (FOST), for sales divesting title, and a Finding of Suitability to Lease (FOSL), for leases. An Environmental Condition of Property (ECOP) is prepared instead of a FOST when jurisdiction over property is being transferred to another federal agency. Since jurisdiction over property is not transferred when property is reported as excess to the General Services Administration, the FOST and ECOP requirements do not apply.

b. The signed FOSL, FOST or ECOP, and EBS, if not already on file at HQDA, should be submitted with a Report of Availability (ROA), for each outgrant, and the Report of Excess, for each disposal or transfer of jurisdictions between agencies .

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6. An EBS is required for termination of any lease. Upon termination, the Army component and grantee will jointly conduct a final EBS, funded by the grantee, to ascertain any changes in the environmental condition of the subject property. If the grantee does not participate, the IC/Army proponent will conduct the final EBS, to be funded by grantee, and provide a copy to the grantee. The grantee shall be made aware of this procedure in the original outgrant document.

7. For renewal of existing leases which have previously had an EBS, or other versions of environmental documents, the IC/Army proponent must ascertain if environmental conditions have changed. If an environmentally significant change has occurred it will be documented as an amendment to the EBS. A copy of the amendment will be provided to the grantee. If there is an existing lease that is up for renewal but for which an EBS or a PAS was not performed, the EBS and FOST/FOSL/ECOP requirements described above apply.

8. Information provided by the EBS will be integrated and documented by reference or actual text in the appropriate NEPA document prepared in accordance with AR 200-2, for military actions or ER 200-2, for civil works actions.

9. POC is Karen Bowen, 202-761-1746.

FOR THE COMMANDER:

Elizabeth L. Fagot

Encls
nc

ELIZABETH L. FAGOT
Acting Director of Real Estate

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SUBJECT: Real Estate Policy Guidance Letter No. 21 -- Chapter 15-6, Revised AR200-1 - Real Property Acquisition, Outgrant and Disposal Transactions for Non-BRAC Military and Civil Works Real Property

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U.S. ARMY, PACIFIC, ATTN: APEN-C-RE, FT SHAFTER, HAWAII 96858-5100

U.S. ARMY ARMAMENT, MUNITIONS AND CHEMICAL COMMAND, ATTN: AMSMC-EHR, ROCK ISLAND, IL 61299-6000

HEADQUARTERS, U.S. AIR FORCE, ATTN: AFREA/MI, 112 LUKE AVE, SUITE 104, BOLLING AFB, DC 20332-8020

U.S. ARMY TRAINING AND DOCTRINE COMMAND, ATTN: ATBO-GPL, FT MONROE, VA 23651-5000

GREAT LAKES & OHIO RIVER DIVISION, ATTN: CELRD-OR-ET-R

15-6. Real Property Acquisition, Outgrant and Disposal Transactions

a. Applicability. The installation commander (IC)/Army proponent for a prospective real property transaction within the United States, its territories, and possessions will comply with the requirements of this section. Real property transactions covered by this section are acquisitions, sales divesting title, transfers of jurisdiction between agencies, and leases. This section is not applicable to reassignments within the Department of the Army (DA), real property transactions of the Civil Works activities of the U.S. Army Corps of Engineers (see appropriate Engineer Regulation), permits, licenses, and easements, except where extraordinary circumstances exist. (Note: In the case of real estate transactions at installations, the IC is the proponent. At facilities where there is no IC, the proponent is the senior commander or other appropriate person responsible for the real estate.)

b. Requirements. The IC/Army proponent is responsible for CERCLA and NEPA requirements that relate to real property transactions. Guidance for NEPA compliance is described in AR 200-2. CERCLA requirements include satisfying 42 USC 9620(h) and determining the environmental suitability for the proposed transaction based on an evaluation of an Environmental Baseline Survey (EBS). Suitability is determined by the presence or absence of threats to human health and the environment. PL 102-425, 19 October 1992, and as amended by the FY97 Defense Authorization Act, known as Community Environmental Response and Facilitation Act (CERFA), requires the Army to identify and document all uncontaminated BRAC real property, or parcels thereof, it plans to dispose of for reuse. Each installation shall assess, determine, and document the real property, or parcels thereof, at BRAC installations that can be considered "uncontaminated" as defined in CERCLA.

(1) The installation will document the results of the EBS evaluation in a Finding of Suitability to Transfer (FOST) for sales divesting title, or a Finding of Suitability to Lease (FOSL) for leases. FOSTs and FOSLs are not required for acquisitions.

(2) The IC/Army proponent is responsible for completing the EBS for Army initiated property transactions. When non-Army parties initiate real property transactions, the initiating party is responsible for completion of the EBS.

(3) The installation prepares an Environmental Condition of Property (ECOP) instead of a FOST when property is being transferred to another federal agency.

(4) Major Army commands (MACOMs) may request exceptions to the EBS, FOST/FOSL, and ECOP requirements. Exception requests will be routed through the Director of Environmental Programs (DEP) to the Deputy Assistant Secretary of the Army (Environment, Safety, and Occupational Health (DASA(ESOH)).

(5) The IC/Army proponent will also follow the procedures found in AR 405-10 (Acquisition), AR 405-80 (Outgrants), and AR 405-90 (Disposals) and implementing TMs. For BRAC properties the EBS will also be used to meet the requirements of Public Law 102-426, CERFA for clean parcel identification.

c. EBS. In general, an EBS is a study of the environmental conditions of Army controlled properties and proposed acquisitions, focusing on hazardous substances or other regulated hazards. For the purposes of this section, the definition of a hazardous substance follows the one found in 42 U.S. Code (USC) 9601(14).

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ENCLOSURE

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(1) The Army prepares an EBS when outgranting, transferring or acquiring real

property. An EBS is also performed to satisfy the requirements of Public Law 102-426 associated with a BRAC action.

(2) The EBS determines if hazardous substances were stored for one year or more, released into the environment or structures, or disposed of on the property selected for transfer. The Army uses the EBS to determine whether or not use of the property poses a hazard to human health or the environment. The EBS will also include information regarding polychlorinated biphenyls (PCBs), petroleum products and their derivatives, asbestos, radon, lead-based paint (LBP), and unexploded ordnance (UXO). The Army gathers information through technical analysis, including inquiry (that is, records search, interviews, inspections, etc.) of current as well as former owners and users of the property.

(3) The EBS determines the proper notification and remediation, if required, to effect the property transfer. In addition to the existing DOD guidance on preparing an EBS, installations should contact their servicing USACE district for a review or copies of existing title assemblies.

d. When the results of the EBS evaluation warrant, technical feasibility, economic acceptability, and environmental effect will be considered in selecting one of the following courses of action. Economic acceptability shall be determined in accordance with the appropriate AR 405 series regulation and supporting technical manuals (TMs). The Army proponent may:

(1) Conduct no further action,

(2) Conduct actions resulting in restrictions of use, or

(3) Conduct actions resulting in no restrictions on use when economically and technically feasible and when the recipient will accept the property only in an unrestricted use condition.

(4) In all cases, at a minimum, DA will conduct actions to a level necessary to protect human health and the environment.

e. Analysis of Intended Use. Before the signing of a FOST, an analysis of the intended use of the property, if known, will be conducted and will include:

(1) An evaluation of the environmental suitability of the property for transfer by deed for the intended purpose, if known, including the rationale for the determination of such suitability.

(2) A listing of specific recommended restrictions on use of the property, if any, to protect human health and the environment or the environmental restoration process. For remediated parcels such restrictions would include those documented in the Record of Decision (ROD) under the National Oil and Hazardous Substances Contingency Plan (NCP) or equivalent decision documents.

f. FOST (Disposals only - sales divesting title). The Army prepares a FOST after completion and review of the EBS, an analysis on intended use, if known, and an evaluation of the local community reuse plan (if available). The IC is responsible for developing a FOST. Detailed guidance and procedures for conducting the EBS and FOST at BRAC installations are contained in current DUSD-ES FOST guidance entitled Finding of Suitability to Transfer for BRAC Property and the ODUSD(ES) pamphlet entitled Fast Track to FOST. Both can be found at the ODUSD(ES) home page (www.dtic.dla.mil/envirodod/envbrac.html). This summarizes the process to develop and obtain a signed FOST:

(1) Notify the regulatory agencies of the initiation of the FOST process and begin to

coordinate the full participation of the regulatory agencies in the environmental review process.

(2) Review and evaluate the information contained in the EBS and determine the environmental condition of the property. Compile the relevant information and complete any data gaps. When appropriate, analyze the intended use (if known) of the property and:

(a) Determine the basis for the covenant required, and,

(b) Identify restrictions on future use.

(3) Coordinate the determination of the property's suitability for transfer with the BCT, RAB or TRC as appropriate. Prepare a draft FOST that includes:

(a) A statement that declares the property is suitable for transfer.

(b) Any applicable restrictions on future use.

(c) The results of the analysis of intended use, when appropriate.

(d) A statement of the notice, covenant, and access clause, where appropriate.

(4) Notify regulatory agencies and the public of the intent to sign a FOST and make the draft FOST available to the public.

(5) Address relevant regulatory or public comments and attach a copy of any unresolved comments when the FOST is forwarded for signature. BRAC installations must also provide signed copies of the FOST to the regulatory agencies.

(6) BRAC installations must notify the public of the signing of the FOST and make documents available to the public

(7) For excess property at an active (operational) Army installation the environmental review process for reaching a FOST is the same as for BRAC property except for the following:

(a) Although regulatory participation and review is encouraged, the stringent deadlines described in the DOD guidance are not applicable.

(b) Active installations can use the FOST Process for Property Where Release or Disposal Has Occurred for clean parcels, however, the CERCLA 120(h)(4) covenant must be substituted with the CERCLA 120(h)(3) Covenant. The CERCLA 120(h)(4) covenant is applicable only for BRAC property that has received regulatory concurrence as a CERFA uncontaminated parcel.

(8) FOST Signature Authority. In all cases prior to staffing for signature, the MACOM shall have an attorney review the FOST. Those real estate transactions requiring HQDA signature must have the FOST reviewed by SFIM-AEC-ERD prior to signature. The Army will sign a FOST once a they determine that the property is suitable for transfer by deed for the intended purpose, if known. The DASA(ESOH) will sign the FOST for property designated as DOD Environmental Condition of Property categories 4, 5, 6 and 7. Signature authority has been delegated to the MACOMs for property designated as DOD Environmental Condition of Property categories 1, 2, and 3, except property known or suspected to contain unexploded ordnance. The definitions for the seven environmental condition of property categories established by DOD are found in the most recent version of the BRAC Cleanup Plan Guidebook (available at the ODUSD(ES) home page (www.dtic.dla.mil/envirodod/envbrac.html).

(9) A signed FOST and EBS should be submitted with a BRAC Disposal Support Package (DSP) or with the Report of Excess (ROE), in accordance with AR 405-90 and implementing TM. BRAC installations should follow the most recent guidance on procedures for processing DSP packages. MACOMs may forward FOSTs signed by DASA(ESOH) to HQDA (DAIM) in draft final form within the DSP/ROE. HQDA will staff the DSP/ROE and

receive DASA(ESOH) approval. For BRAC Public Benefit Conveyances and Public Bid Sales no DSP is required, so the FOST will be staffed and processed with the transfer documents. For acquisitions, only an EBS is required.

g. Environmental Condition of Property (ECOP). The Army does not consider transferring property from the Army to another federal agency for their end use a deed transfer. It is still imperative that the Army sufficiently document the environmental condition of property being transferred to another federal agency, therefore, an EBS is required. Also, the Army requires a FOST-like document called an Environmental Condition of Property (ECOP). An ECOP is the same as a FOST with the following exceptions:

(1) Regulatory participation/review should parallel DOD FOSL Guidance which does not require mandatory 30-day review but early document sharing is encouraged.

(2) All ECOPs are signed by the MACOM.

(3) CERCLA covenant and warrantee are not required, since there is no deed.

(4) Transfer prior to all cleanup being complete is allowed and is encouraged

(5) The Army should negotiate responsibility for environmental cleanup and compliance requirements with the federal agency acquiring the property.

h. FOSL (Outgrants only - leases). For BRAC, the Army will follow DOD policy on the Environmental Review Process to Reach a FOSL (also contains EBS guidance), which is an attachment to the current version of DUSD-ES memorandum, subject: Fast Track Cleanup at Closing Installations, and Fact Sheet - Field Guide to FOSL (both available at www.dtic.dla.mil/envirodod/envbrac.html). The general processes for developing and obtaining an approved EBS and FOSL follow:

(1) Notify the regulatory agencies of the initiation of the FOSL process and begin to coordinate the full participation of the regulatory agencies in the environmental review process.

(2) Review and evaluate the information contained in the EBS and determine the environmental condition of the property. Compile the relevant information and complete any data gaps and identify restrictions on use.

(3) Determine whether the property is suitable for lease for the intended purpose. Draft the FOSL that contains:

(a) A statement that declares the property is suitable for lease.

1. No HAZMAT or POL stored for more than one year.

2. HAZMAT or POL stored for more than one year, but no contamination.

3. Property contains contamination, but it can be used for the intended purpose, with specified restrictions on use.

(b) Any applicable restrictions on use.

(4) Coordinate the draft FOSL with the RAB, regulatory agencies and the public. Address comments and attach unresolved comments to the FOSL documentation package.

(5) Forward the FOSL to the appropriate Army official for signature and meet notification, disclosure, and records keeping requirements.

(6) As required by CERCLA, section 120(h)(5), for BRAC property, th · proponent shall notify the state prior to entering into any lease that will encumber the property beyond the date of termination of Army operations. This notification shall include the length of the lease and the name of the lessee. It should also provide a description of the uses allowed under the lease of the property. At NPL sites, the Army shall provide this notification to the EPA as well.

(7) Notify the public that the FOSL has been signed.

(8) Provide the EBS and FOSL to each lessee.

(9) For excess property at an active (operational) Army installation, the environmental review process for reaching a FOST is the same as for BRAC property except regulatory and public participation and review is encouraged, but not required.

(10) Signature authority for BRAC FOSLs is the same as for FOSTs. The level for signature authority for FOSL at active (operational) installations is consistent with the approval authority for the lease, except where the property may contain UXO. Those leases approved by the Secretary of the Army will have a FOSL approved by the DASA(ESOH).

(11) The signed FOSL and EBS should be submitted with a Report of Availability (ROA), for each outgrant, in accordance with AR 405-80 and implementing TM. Procedures for processing ROA packages for BRAC property can be found the DAIM-BO, 31 May 96, Guidance Memorandum (available on the DAIM-BO home page at www.hqda.army.mil/acsimweb/brac/braco.htm and DENIX). If the DASA(ESOH) signs the FOSL, the MACOM may send it to HQDA in final form within the ROA and HQDA (DAIM) will staff it and receive DASA(ESOH) approval.

(12) Prior to leasing Army real property, the appropriate approving official will have an attorney review the EBS and draft FOSL for legal sufficiency to ensure that the requirements of 42 USC 9620(h)(1) (CERCLA) have been met in accordance with 40 CFR 373, if required. Those real estate leases requiring HQDA signature must have the FOSL reviewed by SFIM-AEC-ERD prior to signature.

(13) Conditions will be included in a lease to ensure:

(a) Notification of the existence of a Federal Facility Agreement (FFA), Interagency Agreement (IAG), or other regulatory agreements, orders, or decrees for environmental restoration (e.g., RCRA /Hazardous and Solid Waste Amendments (HSWA) permit), if any. Terms of the lease shall not affect the rights and obligations of parties under the FFA, IAG, or other regulatory agreements, orders, or decrees.

(b) Environmental investigations and response oversight and activities will not be disrupted. Such conditions will include, but are not limited to:

1. Providing continued access to the Army and regulatory agencies so that they can perform investigations as required on, or adjacent to, the real property; monitor the effectiveness of the cleanup as required; perform 5 year reviews as required; and/or take additional remedial or removal actions as required. At a minimum, such rights shall include all rights existing under the FFA.

2. Ensuring that the proposed use will not disrupt remediation activities.

(c) Human health and the environment are protected by preventing the inappropriate use of the property.

(d) Compliance with health and safety plans.

(14) Leases will provide that both the EBS and restrictive conditions in the lease, dealing with environmental requirements limiting use, will also be included in sub-leases as they occur. Lessees must provide copies of all sub-leases to the Army organization with jurisdiction over the parcel, who will retain them in the transaction file and make them available to the public upon request.

i. Outgrant/lease termination. Upon termination of any outgrants/leases, the Army and the grantee/lessee will jointly conduct a final EBS. The EBS will ascertain any changes in the environmental condition of the subject property from that documented in the original EBS. If the

grantee/lessee does not participate for any reason, the Army will still conduct the EBS or EBS update and provide a copy of the findings to the lessee at the cost of the lessee. For BRAC leases in furtherance of conveyance, where transfer of property to the lessee are imminent (within a 2-3 year time frame), the lessee may negotiate with the Army the full responsibility for payment of the EBS. In these situations the Army should expect that the EBS used to support the original outgrant will only require updating as opposed to a new EBS. The grantee/lessee shall be made aware of this procedure in the original outgrant document. The procedures shall be the same as those for an EBS, with the following additions, as appropriate:

(1) Review Federal, state and local regulatory agency environmental audits or inspection reports prepared during the term of the outgrant/lease.

(2) Review all documentation submitted by the lessee to Federal, state, and local environmental regulatory agencies.

(3) Review all occupational, health, or safety incident reports involving the property filed during the term of the outgrant/lease.

(4) Document all hazardous substances used, stored, or released at the property during the term of the lease.

(5) Document all hazardous wastes generated on the property during the term of the lease/outgrant, and its disposition.

j. Outgrant/lease renewals. For the renewal of existing outgrants/leases which previously had an EBS completed, the IC/Army proponent must determine if any changes occurred in the use or environmental condition of the subject property from that documented in the EBS. The EBS must be amended to reflect environmentally significant changes that occurred or the fact that no changes occurred. (An environmentally significant change involves the storage of a hazardous substance for a year or more, a known release of such a substance, or its disposal on the property.) The IC/Army proponent or appropriate approving official will review the amended EBS and provide a new warranty and certification. If there is an existing outgrant/lease that is up for renewal but has not previously met the requirements of this section, it must do so prior to outgrant/lease renewal.

k. Acquisitions. When acquiring real property, the IC/Army proponent will review the EBS and provide a statement that the EBS has been reviewed and that the findings were found to be true and accurate based on the investigative procedures used. The IC/Army proponent will provide the EBS to the USACE district for use in negotiating and appraising the property being acquired.

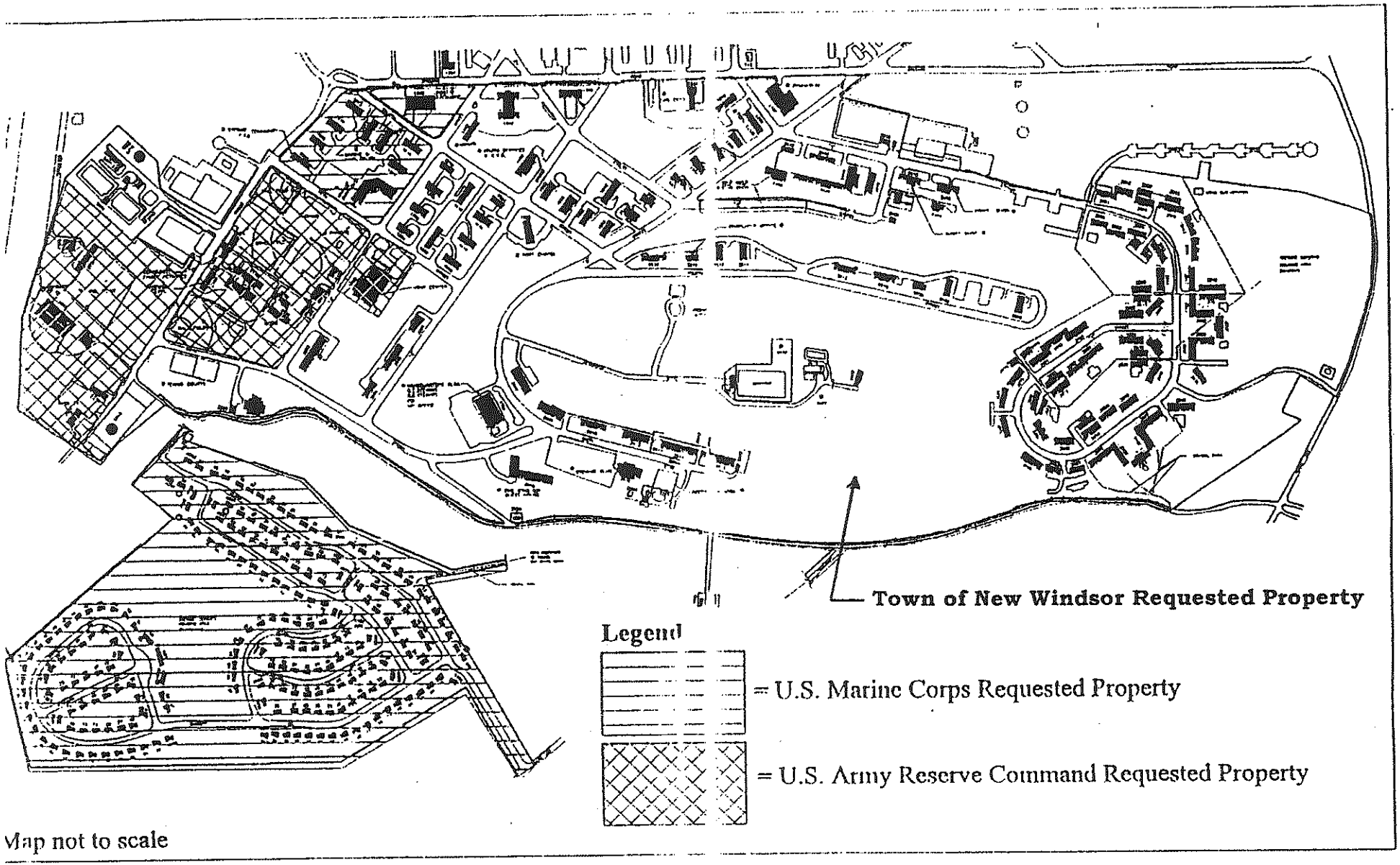
l. The EBS and FOST/FOSL will be retained by the proponent and the real estate office of the servicing USACE district. The Army uses the EBS as a benchmark in assessing future contamination at the same site.

TOWN OF NEW WINDSOR
ACQUISITION MAP
OF PORTIONS OF STEWART ARMY SUBPOST

ENCLOSURE 3

GENERAL SITE MAP
STEWART ARMY SUBPOST

ENCLOSURE 4



STAS SITE MAP

DEPARTMENT OF DEFENSE ENVIRONMENTAL CONDITION CODES

ENCLOSURE 5

DEPARTMENT OF DEFENSE ENVIRONMENTAL CONDITION CODES

The environmental condition code that is assigned to a particular building or parcel is particularly important in the Finding of Suitability to Transfer (FOST) context. For example, a Category (condition) 1 is used to classify property that is "uncontaminated, while Category 2 includes property where only the release or disposal of petroleum products has occurred. If a property is designated Category 5, 6, or 7, the Army can not transfer the property since all remediation activities are not completed (unless the property is transferred under an applicable deferred covenant). However, buildings or areas that were originally designated Category 5, 6, or 7, can be reclassified to a Category 4, upon completion of the remediation, or to a Category 3, if subsequent investigation indicates that no removal or remedial response is required.

1. CATEGORY 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred, including no migration of these substances from adjacent areas.

2. CATEGORY 2: Areas where only release or disposal of petroleum products has occurred.

3. CATEGORY 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

4. CATEGORY 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect the human health and the environment have been taken.

5. CATEGORY 5: Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.

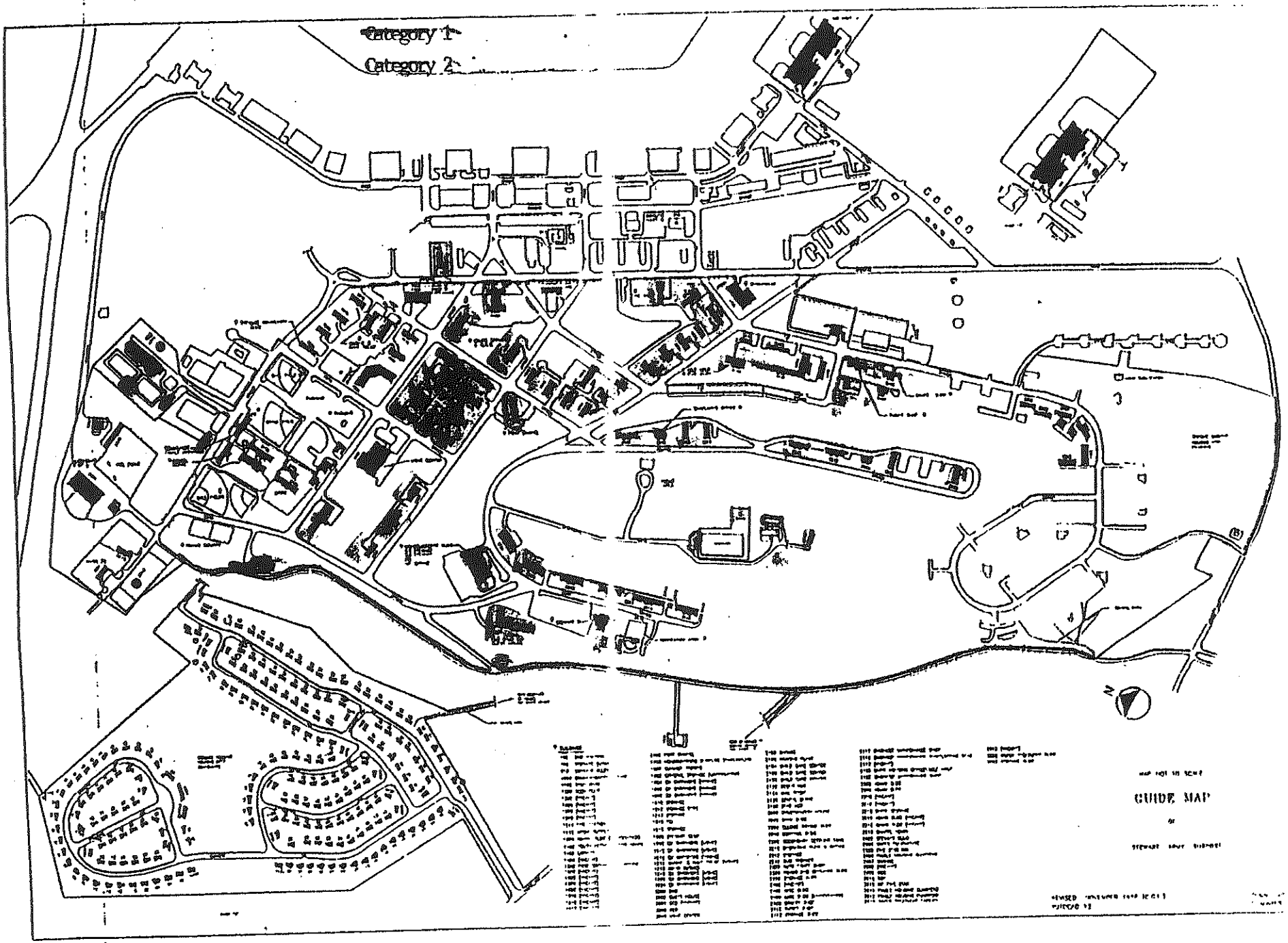
6. CATEGORY 6: Areas where release, disposal, and/or migration of hazardous substances has occurred, but required actions have not yet been implemented.

7. CATEGORY 7: Areas that are not evaluated or require additional evaluation.

ENVIRONMENTAL PROPERTY CONDITION MAP

ENCLOSURE 6

PROPERTY SUBJECT TO CONVEYANCE TO THE TOWN OF NEW WINDSOR



1997/1998 ENVIRONMENTAL BASELINE STUDY
DIVESTITURE OF STEWART ARMY SUBPOST
SELECTED EXCERPTS FROM APPENDIX C

ENCLOSURE "7"

APPENDIX C TO EA

Building Uses and Property Type Category

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
106 (1987)	Storage of aviation related products	None	None identified	Past storage of oil or hazardous materials (OHM)	Type I	None.
107 (1970)	Pump Station for Deluge Tank	Pump Station for Deluge Tank	UST Registration No. 107A 2,000 gallon tank for No. 2 fuel oil installed in 1970. Tank was closed and removed in August 1997 Two 275 gallon diesel ASTs provide fuel for pump engines.	Potential asbestos and lead-based paint (LBP) based on age of building. No visible asbestos containing material (ACM). Paint condition is good. No signs of leakage of deluge tank. Two diesel pump engines require fuel motor oil and lead batteries. OHM stored. Heating plant has been converted to gas.	Type II	Building was surveyed for ACM. Based on discussions with NYSDOT (1998), a "No Further Action" Letter is anticipated upon submittal of the fial closure report.
108 (1963)	Aviation Hangar and Boiler Room	Aviation Hangar and Boiler Room	UST Registration No. 108B. 15,000 gallon tank for No. 2 fuel oil installed in 1964. Tank was closed and removed in August 1997 replaced with a 275 gallon AST. 1,000 gallon UST for used oil was removed in 1994. 132-gallon used oil AST currently in use has secondary containment, spill catchment basin and overfill protection. Used oil AST with secondary containment outside.	Potential asbestos and LBP based on age of building. No visible ACM. No LBP on building exterior. OHM stored and used onsite. Primary source of heat is natural gas. Floor trench for collection of OHM spills drains into an oil/water separator.	Type II	Testing of soil near former 1,000 gallon oil/water separator (OWS) to be replaced June 1998. The building was surveyed for ACM.

APPENDIX C

Building Uses and Property Type Category (continued)						
109 (1963)	Aviation Hangar	Aviation Hangar	1,000 gallon used oil UST part of the oil/rotor separator system.	Potential asbestos and LBP based on age of building. No visible ACM. No LBP on building exterior. Primary source of heat is natural gas.	Type II	Continued testing and maintenance of oil/water separator system. Building was surveyed for ACM. Oil/water separator scheduled to be replaced June 1998.
712 (1942)	Sewage Pump Station.	Sewage Pump Station.	275 gallon diesel AST with secondary containment.	Potential asbestos and LBP based on age of building. No visible ACM. OHM stored and used onsite. Does not have corrosion resistant underground pipes. Soils tested for possible wastewater contamination. Parameters were in normal range.	Type II	Testing to identify extent and condition of asbestos. Continue scheduled inspection and maintenance program for pump and back-up generator. Corrosion resistant underground pipes to be installed by September 1998.
810 (1942)	Aircraft Training.	Bowling Center.	UST Registration No. 810. 3,000-gallon No. 2 fuel oil tank. Closed and removed in 1993.	Potential asbestos and LBP based on age of building. Source of heat is natural gas.	Type I	None.
1004 (1942)	Telephone and Signal Corps Office.	New York Telephone Co., AT&T, and Federal Bureau of Investigation (FBI) Offices.	1,000 gallon UST for No. 2 fuel oil installed in 1952. Closed and removed in August 1997. One replacement 480 gallon AST was installed outside (has secondary containment, spill catchment basin, and overfill protection).	Potential asbestos and LBP based on age of building. Potential PCBs in fluorescent light ballasts.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category (continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1102 (1942)	Gymnasium.	Gymnasium.	UST Registration No. 1102. 8,000-gallon UST for No. 2 fuel. Tank was closed and removed in December 1997.	Potential asbestos and LBP based on age of building. No visible ACM. Possible LBP under surface coat. No LBP on exterior. Interior in good repair. Incidents of wastewater backup into basement through floor drains. There are now backflow preventers on the floor drains.	Type I	None.
1200 (1942)	Dining hall.	Teen Center.	None identified.	Potential asbestos and LBP based on age of building. No visible ACM. All painted surfaces in good repair.	Type I	None.
1202 (1942)	Day room for enlisted men.	Administration (Vacant).	1,000 gallon UST for No. 2 fuel oil. Was closed and removed in August 1997.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
1204 (1942)	Barracks for enlisted men.	Storage for West Point Credit Union.	None identified.	Potential asbestos and LBP based on age of building. LBP identified on exterior covered entryway.	Type I	Testing to identify extent and condition of asbestos.
1206 (1942)	Barracks for enlisted men.	Barracks.	None identified.	Potential asbestos and LBP based on age of building. LBP identified on exterior covered entryway.	Type I	Testing to identify extent and condition of asbestos.
1208 (1942)	Barracks for enlisted men.	Barracks.	None identified.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1214 (1942)	Fire Station.	Fire Station.	None identified.	Potential asbestos and LBP based on age of building. No visible ACM. Lead-based paint in good repair.	Type I	None.
1216 (1942)	Unit Supply.	Warehouse.	None identified.	Potential asbestos and LBP based on age of building. No visible friable ACM. Non-friable asbestos floor tile present. Lead-based paint on exterior and interior in good repair. Potential PCB's in fluorescent light ballasts. Natural gas heat.	Type I	None.
1300 (1942)	Administration.	Administration (Vacant).	1,000 gallon No. 2 fuel oil UST Out of Service (steel construction, no secondary containment).	Potential asbestos and LBP based on age of building. Possible asbestos floor tiles. Building in very good repair.	Type I	Closure and removal planned for FY 99.
1400 (1942)	Service club, film developing.	Youth services.	None identified.	Potential asbestos and LBP based on age of building. Potential use and storage of chemicals associated with film developing. Photo lab used for public relations activities by the U.S. Air Force for small-scale film developing operations with quantities below minimum reporting requirements.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category (continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1402 (1942)	Library.	Library.	None identified.	Potential asbestos and LBP based on age of building. Possible asbestos floor and ceiling tile. Potential PCBs in fluorescent light ballasts. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1404 (1942)	Former post Headquarters.	Administration (Vacant).	3,000-gallon UST for No. 2 fuel oil closed and removed May 1994.	Potential asbestos and LBP based on age of building. Potential PCBs in fluorescent light ballasts.	Type I	Testing to identify extent and condition of asbestos.
1500 (1942)	Post Exchange.	Post Exchange, Credit Union, Drop off for laundry and dry cleaning.	1,000-gallon UST for No. 2 fuel oil closed and removed May 1994.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1600 (1942)	Recreation day room.	Day room (Vacant).	1,000-gallon UST for No. 2 fuel oil closed and removed April 1994.	Potential asbestos and LBP based on age of building. All visible ACM removed. Potential PCBs in fluorescent light ballasts.	Type I	Testing to identify extent and condition of asbestos.
1602 (1942)	Barracks for enlisted men.	Barracks (Vacant).	None identified.	Potential asbestos and LBP based on age of building. All visible ACM removed.	Type I	Testing to identify extent and condition of asbestos.
1604 (1942)	Barracks for enlisted men.	Barracks (Vacant).	None identified.	Potential asbestos and LBP based on age of building. All visible ACM removed.	Type I	Testing to identify extent and condition of asbestos.
1606 (1942)	Barracks for enlisted men.	Barracks (Vacant).	None identified.	Potential asbestos and LBP based on age of building. All visible ACM removed.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1608 (1942)	Barracks for enlisted men.	Barracks (Vacant).	None identified.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
1610 (1942)	Barracks for enlisted men.	Barracks (Vacant).	275-gallon AST for No. 2 fuel oil closed and removed	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
1612 (1942)	Unit supply.	Storage (Vacant).	None identified.	Potential asbestos and LBP based on age of building. All visible ACM removed.	Type I	Testing to identify extent and condition of asbestos.
1700 (1942)	Chapel.	Chapel.	1,000-gallon UST for No. 2 fuel oil. Tank was closed and removed in September 1997.	Potential asbestos and LBP based on age of building. Building converted to gas heat.	Type I	Testing to identify extent and condition of asbestos.
1708 (1967)	Headquarters for Army and Air Force Operations.	Subpost headquarters, Administration for FBI, Army Readiness Group, USA REC, Satellite Testing Station.	UST Registration No. 1700A. 5,000-gallon tank for No. 2 fuel oil installed in 1967, used to store diesel fuel for emergency generator. Was cleaned out, closed and abandoned in-place in November 1997. UST Registration No. 1708B. 4,000-gallon tank for No. 2 fuel oil installed in 1957, was cleaned out, closed, and abandoned in-place. November 1997 analysis of soil borings in the vicinity of the USTs was performed as part of the closure. A 500-gallon diesel AST with secondry containment, spill catchment basin, and overfill protection.	Potential asbestos and LBP based on age of building. All visible ACM removed.	Type I	None.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1800 (1942)	Barracks for enlisted men.	Barracks for New York Air National Guard (NYANG).	None identified.	Potential asbestos based on age of building. LBP on exterior trim. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1802 (1942)	Unit Supply.	Storage-MEDAC.	None identified.	Potential asbestos and LBP based on age of building. LBP on exterior trim. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1804 (1942)	Barracks for Women's Air Force (WAF).	Barracks for NYANG.	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1806 (1942)	Barracks for enlisted men.	Barracks for NYANG.	275-gallon AST outside stores No. 2 fuel oil for hot water heater was closed and removed, and replaced with a natural gas hot water heater.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1808 (1942)	Barracks for enlisted men.	Barracks for NYANG.	275-gallon AST outside stores No. 2 fuel oil for hot water heater. Was closed and removed, and replaced with a natural gas hot water heater.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1810 (1942)	Administration, USMA Classroom.	Administration (Vacant).	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent of asbestos.

APPENDIX C

Building Uses and Property Type Category (continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1812 (1942)	Airmen's Mess.	Storage for FBI.	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1814 (1942)	Administration, child-care center, day room.	Storage.	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1816 (1942)	Barracks for enlisted men.	Administration for FBI.	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
1818 (1942)	Barracks for enlisted men.	Barracks for NYANG.	275-gallon AST for No. 2 fuel oil outside mechanical room. Scheduled to be removed and replaced with natural gas hot water heater.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
1906 (1942)	Mess hall for cadets.	NCO club.	1,000-gallon UST for No. 2 fuel oil. Closed and removed September 1997.	Asbestos identified in October 1988 report by Kasselaan & D'Angelo Associates, Inc. No visible potentially friable ACM in building. Potential LBP based on age of building.	Type I	Building was surveyed to identify extent and condition of asbestos.
1908 (1942)	Barracks for cadets.	Administration for USMCR.	1,000-gallon UST for No. 2 fuel oil. Closed and removed September 1997.	Asbestos identified in October 1988 report by Kasselaan & D'Angelo Associates, Inc. No visible, potentially friable ACM in building. Potential LBP based on age of building.	Type I	Building was surveyed to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1910 (1942)	Barracks for cadets.	Barracks for USMCR.	1,000-gallon UST for No. 2 fuel oil. Closed and removed in September 1997.	Potential asbestos and LBP based on age of building.	Type I	Building was surveyed to identify extent and condition of asbestos.
1912 (1942)	Barracks for cadets.	Administration for NYANG.	1,000-gallon UST for No. 2 fuel oil. No secondary containment. Scheduled for closure and removal.	Potential asbestos and LBP based on age of building.	Type I	Surveyed to identify extent and condition of asbestos. Testing and removal of any contaminated soil will be performed as part of the UST closure.
1914 (19.42)	Visitor area for cadets, with pistol range in basement, then beauty parlor, FESA detachment, and supply area.	Administration for USMCR.	1,000-gallon UST for No. 2 fuel oil. Closed and removed October 1997.	Asbestos identified in October 1988 report by Kasselaan & D'Angelo Associates, Inc. Potential LBP based on age of building. Sand containing lead shot residual from former pistol range in basement. Approximately 208 cubic feet of sand was removed and disposed in September 1998.	Type II	Building was surveyed to identify extent and condition of asbestos.
1916 (1942)	Administration for supply and cadet support.	Storage for USMCR.	1,000-gallon UST for No. 2 fuel oil closed and removed May 1994.	Potential asbestos and LBP based on age of building.	Type I	Damaged, friable asbestos to be abated.
1918 (1942)	Barracks.	Barracks.	1,000-gallon UST for No. 2 fuel oil. Closed and removed September 1997.	Potential asbestos and LBP based on age of building.	Type I	Surveyed to identify extent and condition of asbestos.
1920 (1942)	Barracks for cadet.	Barracks for USMCR.	1,000-gallon UST for No. 2 fuel oil. Closed and removed October 1997.	Potential asbestos and LBP based on age of building.	Type I	Surveyed to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
1924 (1990)	Barracks for USMCR.	Barracks for USMCR.	None identified.	No asbestos or LBP based on age of building.	Type I	None.
2000 (1943)	Living quarters for married enlisted men.	Bachelor officers quarters.	1,000-gallon UST for No. 2 fuel oil. Closed and removed October 1997.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2002 (1943)	Living quarters for married enlisted men.	Guest house, living quarters.	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2004 (1943)	Living quarters for married enlisted men.	Storage for FBI.	1,000-gallon UST for No. 2 fuel oil closed and removed May 1994.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2006 (1942)	Barracks for enlisted men.	Barracks.	UST Registration No. 2006. 8,000-gallon tank closed and removed October 1997.	Potential asbestos and LBP based on age of building. No visible ACM. Converted to natural gas.	Type I	Testing to identify extent and condition of asbestos.
2008 (1988)	Army Reserve Center.	Army Reserve Center.	None identified.	No asbestos or LBP based on age of building.	Type I	None.
2100 (1942)	Hospital Garage.	Ambulance Garage and engineer's storage.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	No visible ACM.	Type I	None.
2102 (1942)	Heating plant for Hospital.	Central heating plant.	UST Registration No. 2102A 10,000-gallon UST. Closed and removed December 1997. 5,000-gallon UST closed and removed May 1994.	Potential asbestos and LBP based on age of building.	Type II	Testing to identify extent and condition of asbestos.
2104 (1942)	Day Room.	Child-care for toddlers.	None. Central oil heating is from Bldg. No. 2102 for 2100 Area.	LBP on exterior window surface. No visible ACM.	Type II	Testing to identify extent and condition of LBP.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2106 (1942)	Barracks and Hospital for WAF.	Child development center.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	Potential asbestos and LBP based on age of building. No visible ACM. No visible LBP.	Type I	None.
2108 (1942)	Barracks and Hospital for WAF.	Child development center.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	Potential asbestos and LBP based on age of building. LBP on raised covered walkway. No visible ACM. No visible LBP.	Type I	Testing to identify extent and condition of LBP.
2122 (1942)	Barracks for WAF.	Scout and Community Activities.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	Potential asbestos and LBP based on age of building. No visible friable ACM. LBP on exterior and interior window surfaces.	Type I	Testing to identify extent and condition of LBP.
2124 (1942)	Medical ward for WAF COMB.	Vet facility and message center.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	Potential asbestos and LBP based on age of building. No visible friable ACM. LBP on exterior and interior window surfaces.	Type I	None.
2126 (1942)	Surgical for WAF.	Dental Clinic.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	Potential asbestos and LBP based on age of building. No visible ACM.	Type I	None.
2128 (1942)	Administration for WAF Hospital complex.	Army community services.	None identified. Central oil heating is from Bldg. No. 2102 for 2100 Area.	Potential asbestos and LBP based on age of building. LBP on exterior double doors under covered walkway and other exterior services. No visible ACM.	Type I	None.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2200 2202 2204 2206 2208 (1945)	Wastewater treatment plant.	Wastewater treatment plant buildings.	None identified.	Potential asbestos and LBP based on age of building. All visible ACM abated.	Type II	Testing to determine contamination from wastewater treatment processes, specifically heavy metals in sands from trickling filter process. Sludge and discharge tested on a regular basis.
2210 (1995)	Wastewater treatment plant.	Wastewater treatment plant.	UST Registration No. 2210. 550-gallon UST for storing diesel fuel. Closed and removed March 1998. Replaced with a 480-gallon AST with secondary containment, spill catchment basin, and overfill protection.	Potential asbestos and LBP based on age of building. All visible ACM abated.	Type II	Testing to identify extent of asbestos. Testing to determine contamination from wastewater treatment processes. Specifically heavy metals in sands from trickling filter process. Sludge and discharge tested on a regular basis.
2216 (1988)	Salt and sand storage dome.	Salt and sand storage dome.	Two empty abandoned USTs were formerly stored on the site. One 3,000-gallon UST and one 275-gallon UST were removed and disposed of.	No asbestos or LBP based on age of building. Possible discharge to surface water with elevated concentrations of salt. Facility will be relocated due to New York Department of Transportation roadway project.	Type II	None.
2218 (1961)	Salvage and reclamation.	Storage for Engineering.	1,000-gallon UST for No. 2 fuel oil. No secondary containment. Scheduled to be closed and removed.	Potential asbestos and LBP based on age of building. No visible ACM. Potential contamination due to OHM associated with salvage and reclamation activities.	Type II	Testing and removal of any contaminated soil will be performed as part of the UST closure. Testing of soil for heavy metals.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2219 (1965)	Defueling facility and repair.	Transportation motor pool.	UST Registration No. B37. 5,000-gallon UST for gasoline. Closed and removed August 1997. UST Registration No. A37. 4,000-gallon UST for diesel fuel closed and removed August 1997. Both B37 and A37 were adjacent to building 2228, but associated with building 2219. UST Registration No. A26. 275-gallon UST for used oils, removed in 1979. 550-gallon UST for No. 2 fuel oil closed and removed March 1998. Replaced with 1,000-gallon AST with secondary containment, spill catchment basin, and overfill protection. Two 2,000-gallon USTs for storage of gasoline and diesel fuel closed and removed in 1996.	Potential friable asbestos and LBP based on age of building. Past storage and use of OHM associated with vehicle fueling and maintenance activities. Does not appear to be any LBP on exterior of building. Used for parking of school buses in winter months. No visible contamination. Surface area free of stain. Most building components relatively new.	Type II	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category (continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2220 (1945)	Warehouse and vehicle maintenance.	Auto Craft Shop.	275-gallon UST for used oil. Closed and removed April 1998. 55-gallon drum for waste antifreeze. UST Registration No. 027. 3,000-gallon UST installed in 1952, closed and removed in 1992. 2,000-gallon AST installed in 1992 with built-in secondary containment, spill catchment basin, and overfill protection.	Potential asbestos and LBP based on age of building. Past storage and use of OHM associated with vehicle storage and maintenance activities.	Type II	Testing to identify extent and condition of asbestos.
2221 (1977)	Vehicle Maintenance.	Army maintenance service area No. 4 (AMSA #4).	UST Registration No. 028. 2,500-gallon UST installed in 1987. Secondary containment is provided by the double-walled tank construction. A leak detection system is planned for installation September 1998. Tested in April 1989 and found to be tight. Two oil/water separators-one for wash rack.	Potential asbestos and LBP based on age of building. No visible ACM. Past storage and use of OHM associated with vehicle storage and maintenance activities.	Type II	Testing to identify extent of asbestos. Testing to confirm presence or absence of OHM contamination due to past usage. Continue to perform inspections and maintenance of oil/water separator.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2228 (1942)	Maintenance shop and storage shed.	Roads and grounds maintenance contractor building.	One 500-gallon AST for diesel fuel and one 500-gallon AST for gasoline. One 275-gallon AST outside the garage for storing used oil, but removed recently. 480-gallon AST for No. 2 fuel oil inside garage. 480-gallon AST for No. 2 fuel oil outside the west boiler room. All existing ASTs have secondary containment, spill catchment basins, and overfill protection.	Potential asbestos based on age of building, transite ductwork, and transite sheets for fireproofing. Suspect ACM floor tiles. No thermo pipe insulation. LBP identified on overhead doors. Past storage and use of OHM associated with vehicle storage and maintenance activities. Potential PCBs in light fixture ballasts based on age of building. Past storage of pesticides, herbicides, and fertilizers.	Type II	None. Building was surveyed for friable ACM.
2229 (1955)	Rocket storage for USAF.	Storage for AMSA #4 and USMA Admissions.	500-gallon UST closed and removed September 1996.	Asbestos on heating plant riser and lines. Potential LBP based on age of building. Past storage of rocket materials.	Type II	Testing to identify extent and condition of asbestos.
2297 (1945)	Electric primary power plant.	Auxiliary power plant.	250-gallon UST for diesel, removed in September 1996.	Potential asbestos and LBP based on age of building.	Type II	Testing to identify extent and condition of asbestos. Small generator to be removed and disposed of.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2308 (1942)	Gas oil supply.	Gas pump house, storage RGS (Vacant).	12,000-gallon UST used for gasoline was closed in place in 1988. Soil sampling revealed localized groundwater combination near abandoned pipes.	Potential asbestos based on age of building. LBP on exterior trim. Past storage and use of OHM associated with gas pumping activities.	Type III	Additional mitigation is planned. Testing to identify extent and condition of asbestos.
2310 (1942)	Dispatch office for motor pool.	Vacant.	1,000-gallon No. 2 fuel oil UST. Closed and removed August 1997.	Potential asbestos and LBP based on age of building. Past storage and use of OHM associated with motor pool activities.	Type I	Testing to identify extent and condition of asbestos.
2400 (1942)	Chemical bomb magazine administrative area.	Storage (Vacant).	None identified.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2402 (1942)	Small arms magazine (apparently administrative area).	Dog kennel (Vacant).	None identified.	Potential asbestos and LBP based on age of building. Past storage and use of small arms materials.	Type II	Testing to identify extent and condition of asbestos. Additional research of records, and if warranted, testing for contamination of ordnance materials.
2404 (1942)	Gas chamber training.	Storage (Vacant).	None identified.	Potential asbestos and LBP based on age of building. Possible past storage and use of materials used for gas mask training exercises. No. 2 fuel oil smell identified. Service line cut and not sealed.	Type I	Testing to identify extent and condition of asbestos. Additional research of records and, if warranted, testing for contamination from ordnance materials.

APPENDIX C

Building Uses and Property Type Category (continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2408 (1942)	Administration and Warehouse.	Craft Shop.	1,000-gallon No. 2 fuel oil UST closed and removed September 1997. Two 275-gallon replacement ASTs installed.	Potential asbestos and LBP based on age of building. No visible ACM. No visible LBP on exterior.	Type I	Additional research of records and, if warranted, testing for contamination from ordnance materials. Testing to identify extent and condition of asbestos.
2410 (1942)	Ordnance warehouse administration, then Class VI store.	Thrift shop.	1,000-gallon No. 2 fuel oil UST closed and removed September 1997. Two 275-gallon replacement ASTs installed.	Potential asbestos and LBP based on age of building. Scheduled for natural gas conversion.	Type I	Testing to identify extent and condition of asbestos.
2412 (1942)	Lumber shed.	Lumber shed.	None identified.	None identified.	Type I	None.
2414 (1942)	Plumbing and sheet metal shop.	Maintenance shop.	Two 275-gallon ASTs for No. 2 fuel oil. Recently closed and removed.	Potential asbestos and LBP based on age of building. Potential PCBs in fluorescent light ballasts. 30+ water coolers, possibly containing lead, stored on site. Natural gas heat.	Type II	Testing to identify extent and condition of asbestos.
2416 (1942)	Carpenter shop and office.	Engineer shop and office.	None identified.	Potential asbestos and LBP based on age of building. Natural gas heat.	Type II	Testing to identify extent and condition of asbestos.
2418 (1942)	Administration.	Administration (Vacant).	1,000-gallon No. 2 fuel oil UST closed and removed August 1997.	Potential asbestos based on age of building. LBP identified under Latex paint. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2420 (1942)	Engineer's office.	Engineer's office START.	Two 275-gallon AST's for No. 2 fuel oil recently closed and removed.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2422 (1942)	Engineering compound.	Engineering compound.	None identified.	Potential asbestos and LBP based on age of building. Potential PCBs in fluorescent light ballasts. Natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2500 (1942)	Barracks.	Administration (Vacant).	1,000-gallon No. 2 fuel oil UST closed and removed May 1994.	Potential asbestos based on age of building. LBP on exterior trim, under Latex paint.	Type I	Testing to identify extent and condition of asbestos.
2506 (1942)	Barracks.	Storage (Vacant).	1,000-gallon UST closed and removed April 1994.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2508 (1942)	Day room recreation.	Administration.	1,000-gallon No. 2 fuel oil. UST closed and removed October 1997.	Potential asbestos and LBP based on the age of building. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2510 (1942)	Dining room (mess hall).	Administration.	1,000-gallon No. 2 fuel oil UST closed and removed November 1997.	Potential asbestos and LBP based on age of building. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2512 (1942)	Administration supply.	Administration storage.	1,000-gallon No. 2 fuel oil UST closed and removed November 1997.	Potential asbestos and LBP based on age of building. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2514 (1942)	Barracks.	Administration (Vacant).	None identified.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2516 (1942)	Barracks.	Administration (Vacant).	1,000-gallon UST for No. 2 fuel oil removed May 1994.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2518 (1942)	Administration.	Chapel Office.	1,000-gallon UST for No. 2 fuel oil closed and removed November 1997.	Potential asbestos and LBP based on age of building. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2520 (1942)	Administration supply.	Chapel Annex.	1,000-gallon UST for No. 2 fuel oil closed and removed November 1997.	Potential asbestos and LBP based on age of building. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2600 (1942)	Snack bar, tennis courts, and administration.	Snack bar, pool, and Stewart Club.	No heating system.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2602 (1942)	Officer's club.	Stewart Club.	1,000-gallon UST for No. 2 fuel oil closed in-place November 1997. Localized groundwater contamination discovered.	Potential asbestos and LBP based on age of building. Converted to gas heat.	Type III	Testing to identify extent and condition of asbestos.
2603 (1962)	Bath house.	Bath house and Stewart Club pool.	No heating system.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.

APPENDIX C

Building Uses and Property Type Category (continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2604 (1942)	Water pump station.	Water pump station.	550-gallon UST for gasoline was closed and removed in September 1996 and was replaced by a 550-gallon AST with secondary containment. 1,000-gallon AST for No. 2 fuel oil with secondary containment installed September 1996.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2605 (1942)	Bachelor officers quarters.	Five Star Inn.	UST Registration No. 2605. 8,000-gallon UST for No. 2 fuel oil. Closed and removed October 1997.	Potential asbestos and LBP based on age of building. No visible ACM.	Type I	Testing to identify extent and condition of asbestos.
2608 (1942)	Bachelor officers quarters.	Storage (Vacant).	1,000-gallon UST removed April 1994.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2609 (1967)	Bachelor officers quarters and Bachelor enlisted quarters.	Bachelor officers quarters and Bachelor enlisted quarters.	Three 550-gallon USTs, one 1,000-gallon UST, and one 275-gallon AST, for No. 2 fuel oil were closed and removed in March 1998.	Potential asbestos and LBP based on age of building.	Type I	Testing to identify extent and condition of asbestos.
2610 (1942)	Married Quarters.	Bachelor enlisted quarters, and unaccompanied living space.	1,000-gallon UST for No. 2 fuel oil. Closed and removed September 1997.	Potential asbestos based on age of building. LBP on exterior trim. Converted to natural gas heat.	Type I	Testing to identify extent and condition of asbestos.
2611 (1958)	Garage.	Garage.	None.	LBP on exterior.	Type I	None.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2612 (1942)	Married officers quarters.	Guest house (Vacant).	1,000-gallon No. 2 fuel oil UST closed and removed September 1997.	Potential asbestos based on age of building. LBP on exterior trim.	Type I	Testing to identify extent and condition of asbestos.
2613 (1958)	Garage.	Garage.	None.	LBP on exterior.	Type I	None.
2614 (1942)	Married quarters.	Married quarters.	1,000-gallon UST for No. 2 fuel oil removed in July 1996 (no closure report).	Potential asbestos based on age of building. LBP on exterior trim.	Type I	Testing to identify extent and condition of asbestos.
2615 (1958)	Garage.	Garage.	None.	LBP on exterior.	Type I	None.
2616 (1942)	Family quarters.	Family quarters.	1,000-gallon UST for No. 2 fuel oil removed in July 1996 (no closure report).	Potential asbestos based on age of building. LBP on exterior trim.	Type I	Testing to identify extent and condition of asbestos.
2617 (1958)	Garage.	Garage.	None.	LBP on exterior.	Type I	None.
2618 (1942)	Water treatment plant.	Water treatment plant.	1,000-gallon No. 2 fuel oil UST closed and removed July 1997.	Potential asbestos and LBP based on age of building. No visible friable asbestos. Paint is in good condition.	Type II	None.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2619 (1957)	Radio Tower Station.	Storage.	550-gallon No. 2 fuel oil AST closed and removed August 1996.	Potential asbestos and LBP based on age of building. Possible past storage of OHM materials. Clean and empty 55-gallon plastic drums in building. Building has individual septic system of undetermined location.	Type II	Testing to identify extent of asbestos. Additional research of records and, if warranted, testing for contamination of stored OHM materials.
2620 (1942)	Water treatment plant.	Water treatment plant.	None identified.	Past and current use as chlorine injection point.	Type II	Testing to identify extent and condition of asbestos.
2623 (1957)	Communications transmitter for USAF.	Storage (Vacant).	3,000-gallon No. 2 fuel oil UST closed and removed March 1997. 275-gallon No. 2 fuel oil AST removed.	Asbestos used on generator parts and thermo pipe systems. Potential LBP based on age of building. Possible past storage of OHM materials. Building has individual septic system at undetermined location.	Type II	Testing to identify extent and condition of asbestos. Additional research of records and, if warranted, testing for contamination of stored OHM materials.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
2626 (1957)	Electronics and communications support.	Federal Aviation Administration building and radar platform.	None identified.	Potential asbestos and LBP based on age of building. No visible ACM. No surface LBP. Oil related to electronic equipment changed regularly and removed by FAA through ongoing contract. Electric space heat.	Type II	Testing to identify extent and condition of asbestos. Additional research of records and, if warranted, testing for contamination of stored OHM materials.
2627 (1987)	Storage for community swimming pool supplies.	Storage for community swimming pool supplies.	None identified.	Chlorine and other chemicals associated with swimming pool maintenance.	Type II	None.
4055 (1961)	Sewage Pump Station #2.	Sewage Pump Station #2.	None identified.	Potential friable asbestos and LBP based on age of building. Emergency generator powered by natural gas.	Type II	Testing to identify extent and condition of friable asbestos. Continue scheduled inspection maintenance program for pump and back-up generator.
4056 (1961)	Sewage Pump Station #3.	Sewage Pump Station #3.	None identified.	Potential friable asbestos and LBP based on age of building. Emergency generator powered by natural gas.	Type II	Testing to identify extent and condition of friable asbestos. Continue scheduled inspection maintenance program for pump and back-up generator.

APPENDIX C

Building Uses and Property Type Category
(continued)

Building Number (Year Built)	Original and Past Use	Present Use	Observations		Property Category	Planned Program
			Storage Tanks	Other		
4275 (1961)	Sewage Pump Station #1.	Sewage Pump Station #1.	None identified.	Potential friable asbestos and LBP based on age of building. Emergency generator powered by natural gas.	Type II	Testing to identify extent and condition of friable asbestos. Continue scheduled inspection maintenance program for pump and back-up generator.

All data organized in this table was obtained either from "The Environmental Baseline Survey Inspection Sheets" collected by the Directorate of Housing and Public Works during facility inspections made during 1996 or from discussions with personnel of the Directorate of Housing and Public Works.

1997 PCB TRANSFORMER TEST RESULTS UNDERTAKEN BY CENTRAL HUDSON GAS AND ELECTRIC CORPORATION STEWART ARMY SUBPOST

ENCLOSURE 8

...S MILITARY ACADAMY ...TH AVENUE TALLMADGE, OHIO 44278

MFG- GE

S/N- C234728 KVA- 15 PRIMARY- 2,400 SUB NAME- Y045 ID#- 0188520

GAL- 10 SECONDARY- 120 LOCATION- OUTDOOR/ UNIT #-Y045

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN

DATE	5H2F	2FOL	2FAL	2ACF	5H2

RECOMMENDATION =

ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUI
FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF
INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/29/96	34	3216	74591	32	1063	11702	19	92	ND	1240	90749

RECOMMENDATION * RETEST 3 MONTHS

C-THE DETECTION OF CARBON MONOXIDE INDICATES OVERHEATING OF THE CELLULOSIC INSULATION. PROBABLE CAUSES FOR THIS CONDITION ARE: OVERLOADING THE TRANSFORMER FOR AN EXTENDED PERIOD OF TIME, OVERHEATED JOINTS, OR CORONA.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

A DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/29/96			186		186

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

MYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 8

CUST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

MFG- GE KVA- 50 PRIMARY- 2,400 SUB NAME- G018 UNIT #-G018

S/N- D292796 GAL- 30 SECONDARY- 120 LOCATION- OUTDOOR/

ARC FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5H2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/29/96	63	6733	69563	23	653	5453	8	3	ND	750	82499

RECOMMENDATION * RETEST 6 MONTHS
C-THE DETECTION OF CARBON MONOXIDE INDICATES OVERHEATING OF THE CELLULOSIC INSULATION. PROBABLE CAUSES FOR THIS CONDITION ARE: OVERLOADING THE TRANSFORMER FOR AN EXTENDED PERIOD OF TIME, OVERHEATED JOINTS, OR CORONA.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/29/96			164		164

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

SDMYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 24

DST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

FG- WEST KVA- 30 PRIMARY- 4,160 SUB NAME- T017 UNIT #-T017

N- 59A6036 GAL- 20 SECONDARY- 208 LOCATION- OUTDOOR/

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5H2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
3/29/96	ND	26388	59733	2	51	4564	2	10	ND	65	90750

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/29/96			136		136

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

SPMYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 37

CUST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

MFG- WEST KVA- 37 PRIMARY- 2,400 SUB NAME- T030 UNIT #-T030

S/N- 57FT137 GAL- 20 SECONDARY- 120 LOCATION- OUTDOOR/

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTA

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/29/96	ND	29542	54575	1	35	1084	1	13	ND	50	85251

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

A SSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/29/96			138		138

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

S D MYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 38

JST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

FG- WEST KVA- 37 PRIMARY- 2,400 SUB NAME- T032 UNIT #-T032

/N- 57F7138 GAL- 25 SECONDARY- 120 LOCATION- OUTDOOR/

RL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION * -
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
3/29/96	ND	28791	52895	1	25	781	1	6	ND	33	82500

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/29/96			137		137

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

SDMYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 44

UST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96
FG- WEST KVA- 37 PRIMARY- 2,400 SUB NAME- T043 UNIT #-T043
S/N- 57F7139 GAL- 25 SECONDARY- 120 LOCATION- OUTDOOR/

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTORS	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
3/29/96	ND	28709	52223	1	27	1521	5	16	ND	49	82502

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/29/96			140		140

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

S D MYERS
THE TRANSFORMER CONSULTANTS

180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 65

CUST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

MFG- GE KVA- 25 PRIMARY- 4,800 SUB NAME- B012B UNIT #-POLE B012B

S/N- 7B80645 GAL- 20 SECONDARY- 120 LOCATION- OUTDOOR/

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/25/96	6	27885	64814	3	115	3400	4	21	ND	149	96248

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			186		186

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

S D MYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 70

UST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

MFG- GE	KVA-	25	PRIMARY-	2,400	SUB NAME- B002	UNIT #-POLE B002
S/N- 8780702	GAL-	20	SECONDARY-	120	LOCATION- OUTDOOR/	

ARL FISCHER-TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/25/96	37	8889	68485	9	730	7047	3	51	ND	830	85251

RECOMMENDATION * RETEST 6 MONTHS
C-THE DETECTION OF CARBON MONOXIDE INDICATES OVERHEATING OF THE CELLULOSIC INSULATION. PROBABLE CAUSES FOR THIS CONDITION ARE: OVERLOADING THE TRANSFORMER FOR AN EXTENDED PERIOD OF TIME, OVERHEATED JOINTS, OR CORONA.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			134		134

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

MYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 71

JST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

/FG- GE KVA- 25 PRIMARY- 4,800 SUB NAME- B002 UNIT #-POLE B002

S/N- C437467 GAL- 20 SECONDARY- 120 LOCATION- OUTDOOR/

ARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
3/25/96	ND	26308	58441	1	16	483	1	1	ND	19	85251

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING N-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			89		89

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

SDMYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 79

"JST-US MILITARY ACADAMY - ID#- 0188520 DATE PRINTED 6/19/96

FG- GE KVA- 10 PRIMARY- 4,800 SUB NAME- X002 UNIT #-POLE X002

S/N- 6576465 GAL- 11 SECONDARY- 120 LOCATION- OUTDOOR/

RIS FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5H2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
3/25/96	TRACE	23117	58601	TRACE	56	727	ND	ND	ND	56	82501

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING N-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			103		103

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

MYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 98

JUST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96
MFG- GE KVA- 25 PRIMARY- 4,800 SUB NAME- 404 UNIT #-404
S/N- 5700529 GAL- 22 SECONDARY- 120 LOCATION- OUTDOOR/

KARL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/25/96	TRACE	28957	58394	1	12	634	1	TRACE	ND	14	87999

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

A DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			96		96

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

MYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 108

CUST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96

MFG- MARCLN KVA- 75 PRIMARY- 4,800 SUB NAME- 151 UNIT #-151

S/N- 89831 GAL- 46 SECONDARY- 120 LOCATION- OUTDOOR/

ARC FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/25/96	42	11734	64205	40	172	5946	325	37	ND	616	82501

RECOMMENDATION * RETEST 6 MONTHS
YH- ANALYSIS OF THIS SAMPLE SHOWS THAT THE LARGE MAJORITY OF THE COMBUSTIBLE GASES ARE THE HYDROCARBON SATURATES - METHANE AND ETHANE. THESE GASES ARE FORMED FROM THE TRANSFORMER OIL UNDER RELATIVELY LOW THERMAL STRESS. TEMPERATURES OF AROUND 300 DEGREES ARE BEING REACHED INTERNALLY. WE RECOMMEND THAT YOU MONITOR THIS UNIT TO NOTE ANY TRENDS TAKING PLACE.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

A DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			172		172

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

SDMYERS
THE TRANSFORMER CONSULTANTS
180 SOUTH AVENUE TALLMADGE, OHIO 44278

TC# 111

CUST-US MILITARY ACADAMY ID#- 0188520 DATE PRINTED 6/19/96
IFG- WEST KVA- 9 PRIMARY- 4,160 SUB NAME- T043A UNIT #-T043A
:/N- 58115977 GAL- 30 SECONDARY- 208 LOCATION- OUTDOOR/

RL FISCHER TESTING MOISTURE CONTENT EXPRESSED IN PPM

DATE	TEMP	PPM	PERCENT SATURATION	PERCENT DRY WEIGHT	AGING FACTOR	GRADE

FURAN ANALYSIS EXPRESSED IN PPB

DATE	5H2F	2FOL	2FAL	2ACF	5M2F	TOTAL

RECOMMENDATION *
ANALYZING YOUR TRANSFORMER OIL OR SILICONE FLUID FOR FURAN CONTENT WILL HELP DETERMINE THE AMOUNT OF SOLID INSULATION DEGRADATION.

GAS-IN-OIL ANALYSIS GAS CHROMATOGRAPHY EXPRESSED IN PPM

DATE	HYDROGEN	OXYGEN	NITROGEN	METHANE	CARBON MONOXIDE	CARBON DIOXIDE	ETHANE	ETHYLENE	ACETYLENE	TOTAL COMBUSTIBLE	TOTAL GAS
03/25/96	TRACE	20655	60840	3	45	951	5	1	ND	54	82500

RECOMMENDATION * RETEST 1 YEAR
A-THE ANALYSIS OF THIS SAMPLE SHOWS ONLY MINOR AMOUNTS OF COMBUSTIBLE GAS.

ICP METALS-IN-OIL EXPRESSED IN PPM

DATE	ALUMINUM	IRON	COPPER

A DISSOLVED METALS-IN-OIL TEST CAN BE MEANINGFUL IN EVALUATING IN-SERVICE AND SERVICE-AGED TRANSFORMERS FOR MAX-LIFE RESULTS.

PCB CONTENT EXPRESSED IN PPM

DATE	1242	1254	1260	OTHER	TOTAL
03/25/96			192		192

COLOR LABEL - ORANGE CLASS PCB CONTAMINATED

ASBESTOS REMOVAL SCHEDULE

ENCLOSURE 9

ASBESTOS MITIGATION

BLDG	START	COST
2004, 2006	10 May	$6,920
1912	1 Jul	3,212
1404	1 Jul	49,360
2002	15 Jul	500
2610&2608	1 Aug	32,300
2612	15 Aug	30,650
H109	30 Aug	37,056

9 Buildings @ $159,998 remaining to be abated

RADON SURVEY OF BUILDINGS

ENCLOSURE 10

RADON SURVEY RESULTS

Unit	Radon	Not Surveyed
1004	1.7	
1102	0.5	
1102	0.5	
1200	1.1	
1200	1.1	
1200	1.2	
1200	1.2	
1200	1.3	
1200	1.3	
1200	1.6	
1200	1.6	
1202		Winterized
1204		Winterized
1206		Winterized
1208		Winterized
1214	0.8	
1214	0.8	
1214	0.9	
1214	0.9	
1216		Not routinely occupied
1300		Not routinely occupied
1400	0.7	
1400	0.7	
1400	0.9	
1402	0.3	
1404		Winterized
1600		Winterized
1602		Winterized
1604		Winterized
1606		Winterized
1608		Winterized
1610		Winterized
1612		Winterized
1700	0.3	
1700	0.3	
1708	0.5	
1708	0.5	
1800		Winterized
1802		Not routinely occupied
1804		Winterized
1806	1.0	
1808	0.6	
1808	0.6	
1810		Not routinely occupied
1812		Not routinely occupied
1816		Winterized
1818		Winterized
2000		Winterized
2002	0.4	
2004		Winterized
2006		Winterized
2210		Not routinely occupied
2216		Not routinely occupied
2297	1.2	
2308	0.8	
2310	0.6	
2310	0.6	
2400	1.4	
2402	1.7	
2402	1.7	
2404		Not routinely occupied
2408	1.5	
2408	1.5	
2410	2.3	
2410	2.3	
2412		Not routinely occupied
2414	1.7	
2416	0.3	
2418	1.5	
2418	1.5	
2420	0.9	
2420	0.9	
2420	1.1	
2420	1.1	
2422	0.3	
2422	0.3	
2422	0.5	
2422	0.5	
2500	0.2	
2506	1.1	
2508	0.8	
2508	0.8	
2510	2.3	
2510	2.3	
2512	0.7	
2512	0.7	
2512	0.7	
2512	0.7	
2514	0.7	
2514	0.7	
2516	0.4	
2516	0.4	
2518	0.3	
2518	0.3	
2520	0.6	
2520	0.6	
2520	0.7	
2520	0.7	
2600	0.3	
2600	0.3	
2602	0.3	
2602	0.3	
2602	0.5	
2602	0.5	
2603		Not routinely occupied
2604		Not routinely occupied
2605	0.3	
2605	0.8	
2605	1.1	
2605	1.2	
2605	1.6	

2606		0.7
2607		Not routinely occupied
2608		0.5
2609	A	0.2
2609	B	1.1
2610		1.6

2612	0.2
2618	0.7
2619	Not routinely occupied
2620	Not routinely occupied
2623	Not routinely occupied
2627	Not routinely occupied

BUILDING 712 EASEMENT PROVISIONS
NEW YORK STATE DEPARTMENT OF TRANSPORTATION

ENCLOSURE 11

USA

SUBJECT: Grant

EASEMENT

THIS INDENTURE, made this 3rd day of December, 1973, between METROPOLITAN TRANSPORTATION AUTHORITY (M.T.A.) a public benefit Corporation organized and existing by VIRTUE of the laws of the State of New York, whose principal office is located at 1700 Broadway, City and County of New York, State of New York, hereinafter referred to as the GRANTOR and the UNITED STATES OF AMERICA, and its assigns, hereinafter called the GOVERNMENT:

W I T N E S S E T H :

That the GRANTOR, for and in consideration of the sum of One ($1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto the GOVERNMENT commencing 1 August 1973, a perpetual easement, in Building No. 712 (the SEWAGE TREATMENT PLANT LIFT STATION) and the equipment therein, situate at Stewart Field in the Town of New Windsor, County of Orange, State of New York, as more particularly described as follows:

BEGINNING at a point in the southeasterly position of the intersection of Y Street and Breunig Road, said point being the intersection of a prolonged line of the southern outside curb line of Y Street and the prolonged line of the easterly outside curb line of Breunig Road, thence in an easterly direction along the southern outside curb line 92.07 feet to an iron pin, thence turning an angle of 90 degrees, 00 minutes, 00 seconds to the right and running 89.38 feet to an iron pin. This line is 25.00 feet east of Building 712 and parallel with the eastern side of the building, thence turning an angle of 90 degrees, 00 minutes, 00 seconds to the right and running 92.07 feet to an iron pin set on the outside eastern curb line. This line is 25.00 feet south of Building 712 and parallel with the southern side of the building, thence turning an angle of 90 degrees, 00 minutes, 00 seconds to the right and running 89.38 feet along the eastern outside face of the curb line of Breunig Road to the point of beginning. Containing 8229.22 square feet more or less.

Together with the right of ingress and egress to said building over, upon and across other lands of GRANTOR adjoining Building No. 712.

TO HAVE AND TO HOLD the said easement with all and singular, the appurtenances unto the GOVERNMENT for use in connection with the GOVERNMENT's sewer treatment plant.

SUBJECT, However, to the following terms and conditions:

(a) That Building No. 712 and the equipment located therein is to be maintained and repaired at the sole cost and expense of the GOVERNMENT.

(b). That the GRANTOR shall have the right to cancel this easement upon failure by the GOVERNMENT to furnish sewer services to the GRANTOR, provided the services requested by the GRANTOR are within the present capacity of the sewer treatment plant after the requirement of the GOVERNMENT has been met.

(c). That if sewer service is required from time to time by the GRANTOR, and the GOVERNMENT can furnish same within the capacity of the sewer treatment plant, it shall be provided by separate contract at rates which shall be mutually agreeable between the GOVERNMENT and the GRANTOR.

(d) That the GOVERNMENT shall have no right to assign any of its rights under this agreement or permit the property burdened by this easement to be used by others without the written consent of Landlord in each instance.

(e) That this indenture shall terminate forthwith and without notice upon the conveyance to GRANTOR of the said sewage treatment plant.

(f) That GRANTOR, its successors and assigns, shall not be liable for any loss, damage, or expense by reason of personal injury, including death, or property damage, arising out of or by reason of the use, maintenance, operation, repair or renewal of the said Building No. 712.

TO HAVE AND TO HOLD the above described easement and right unto the GOVERNMENT, and its assigns, in perpetuity, subject to the conditions, covenants and agreements hereinabove set forth.

IN WITNESS WHEREOF, the GRANTOR has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized Officer the day and year first above written.

METROPOLITAN TRANSPORTATION AUTHORITY

By _____
WILLIAM J. RONAN
Chairman & Chief Executive

CERTIFICATE OF AUTHORITY

I, Robert R. Prince,

certify that I am the Secretary of Metropolitan Transportation Authority the corporation described in and which executed the foregoing instrument with the United States of America; that the said corporation is organized under the laws of the State of New York; that the corporate seal affixed to said instrument is the seal of said corporation; that William J. Rosan who executed said instrument as Chairman and Chief Executive of said corporation was then Chairman and Chief Executive of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said William J. Rosan; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 3rd day of December 1973.

Metropolitan Transportation Authority

Robert R. Prince Secretary

Robert R. Prince

Sworn to before me this 13th day of September 1974.

Richard K. Bernard

Notary Public

RICHARD K. BERNARD
NOTARY PUBLIC, State of New York
No. 31-1293490
Qualified in New York County
Commission Expires March 30, 1976

HAENT FORM 1 APR. 72 628 (EH-406-1-300)

LIBER 2019 PG. 65

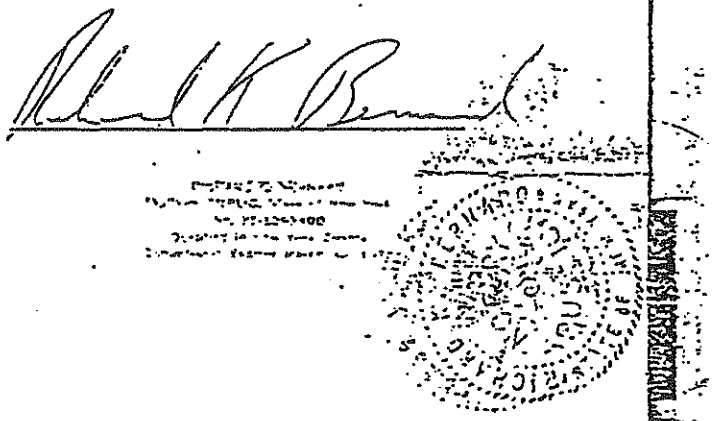
STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 3rd day of December 1973, before me personally came WILLIAM J. RONAN, to me known, who being by me duly sworn, did depose and say that he resides in 1710 Broadway, New York, New York; that he is the Chairman and Chief Executive of the METROPOLITAN TRANSPORTATION AUTHORITY, the Public Benefit Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

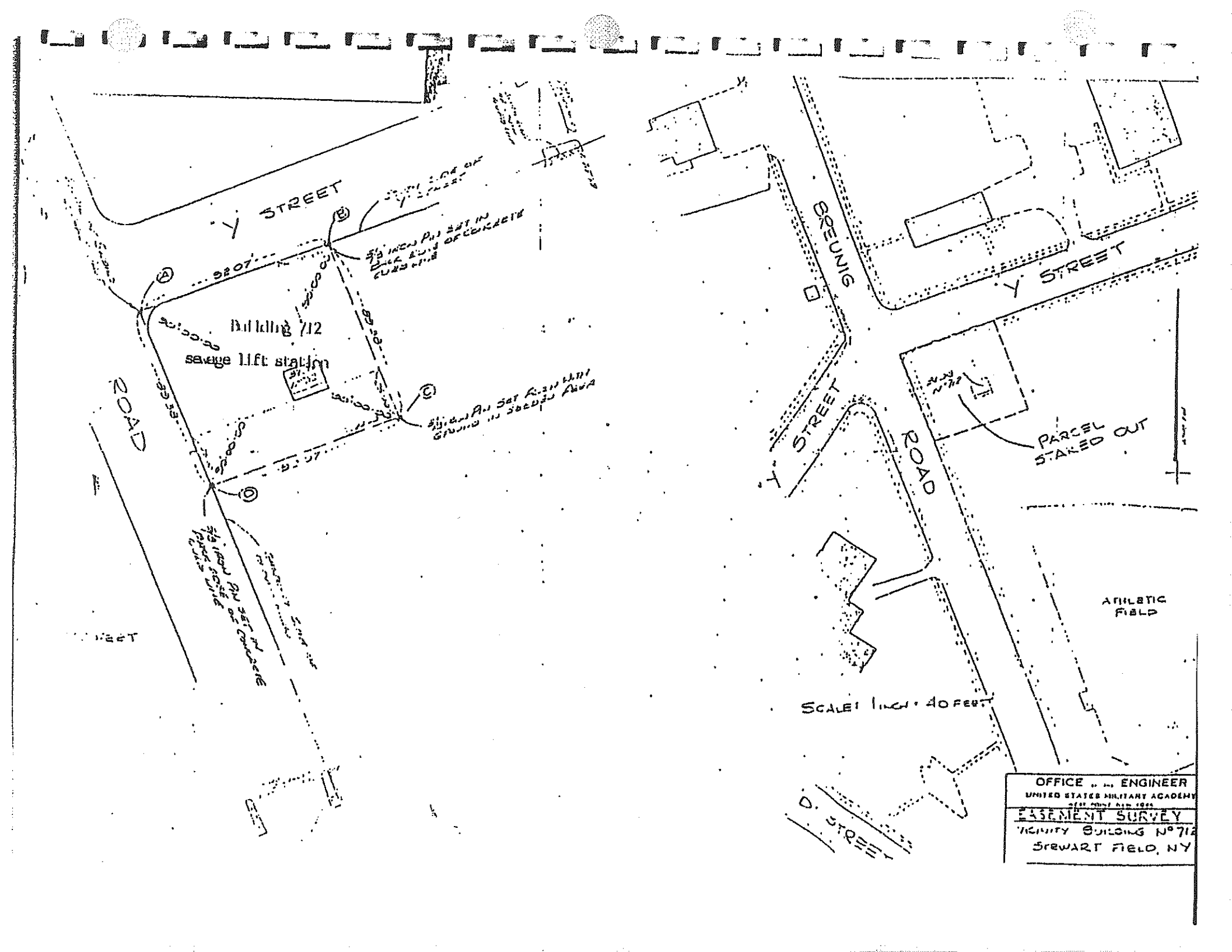
RICHARD K. BERNARD
NOTARY PUBLIC, State of New York
No. 31-5293400
Qualified in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 3rd day of December 1973, before me personally came WILLIAM J. RONAN, to me known, who being by me duly sworn, did depose and say that he resides in New York, New York; that he is the Chairman and Chief Executive of the METROPOLITAN TRANSPORTATION AUTHORITY, the Public Benefit Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.



LIBER 2019 PG 67


Y STREET
Building 712
sewage lift station
ROAD
BREUNIG
Y STREET
Y STREET
ROAD
PARCEL STAKED OUT
ATHLETIC FIELD
SCALE: 1 INCH = 40 FEET
D. STREET
OFFICE ... ENGINEER
UNITED STATES MILITARY ACADEMY
EASEMENT SURVEY
VICINITY BUILDING Nº 712
STEWART FIELD, NY

REGULATORY/PUBLIC COMMENTS TO FOST

ENCLOSURE 12

Exhibit VIII.C.2.a. Description of Ownership Interests in Land

Exhibit VIII.C.2.a Submit a description of all ownership interests in the land for the past twenty (20) years, including all easements, options, encumbrances, and other interests in the property.

In accordance with the copy of the deed for the Leased Property, the existing leases and revisions (all set forth in Exhibits VIII.C.1), attached as **Exhibit VIII.C.2.a-1** is the affidavit of the Supervisor of the Town of New Windsor attesting that:

- the Town of New Windsor has owned the leased property since 1999
- prior to the Town's ownership, the leased property was owned by the United States of America for at least the previous 5 years.

AFFIDAVIT

STATE OF NEW YORK)
)SS:
COUNTY OF ORANGE)

George A. Green, being of full age, hereby depose and say that:

1. I am the current Supervisor of the Town of New Windsor and have held such position continuously since January 1, 2006 and have full knowledge of the facts and circumstances contained in this Affidavit.

2. Town of New Windsor has entered into a Ground Lease Agreement with Greenetrack, Inc., for a 99 year term encompassing 140 +/- acres of property owned by Town of New Windsor at Stewart Airport.

3. The specific tax map designations of that property include the following Sections, Blocks & Lots:

3-1-51
3-1-50.32
3-1-55.22
3-1-66
3-1-67
p/o 91-1-14.2
91-1-15
91-1-16
91-1-19
91-1-20
91-1-21
97-2-72.2

4. For at least five (5) years prior to 1999, the property referred to in paragraph 3 above was part of the Stewart Army Sub-post and owned in fee entirely by the United State of America.

5. In 1999, pursuant to the Strom Thurmond Defense Authorization Act, the United States of America transferred approximately 291 acres of land at Stewart Airport to Town of New Windsor without consideration "for the purpose of permitting the Town to develop the parcel for economic purposes." A copy of the relevant portion of that legislation is attached. The entire proposed leasehold from Town of New Windsor to Greenetrack is wholly contained within that conveyance.

6. Town of New Windsor has continuously owned this property from 1999 to date.

7. The Town is unaware of any cloud on the title of the property to be leased to Greenetrack other than normal utility, access, drainage or other standard such easements or property rights.

George A. Green
George A. Green
Supervisor, Town of New Windsor

Sworn to before me this 26th
day of June, 2014.

Notary Public of the State of New York

JESSICA T. MARINA
Notary Public, State of New York
No. 01MA5016619
Qualified in Orange County
Commission Expires August 16, 2017

SEC. 2845. LAND CONVEYANCE, STEWART ARMY SUB-POST, NEW WINDSOR, NEW YORK.

(a) CONVEYANCE AUTHORIZED- The Secretary of the Army may convey, without consideration, to the Town of New Windsor, New York (in this section referred to as the 'Town'), all right, title, and interest of the United States in and to a parcel of real property, including improvements thereon, consisting of approximately 291 acres at the Stewart Army Sub-Post in New Windsor, New York, for the purpose of permitting the Town to develop the parcel for economic purposes.

(b) EXCLUSION- The real property to be conveyed under subsection (a) does not include any portion of the approximately 89.2-acre parcel at Stewart Army Sub-Post that is proposed for transfer to the jurisdiction and control of the Marine Corps or the approximately 22-acre parcel at Stewart Army Sub-Post that is proposed for transfer to the jurisdiction and control of the Army Reserve.

(c) CONDITIONS OF CONVEYANCE- The conveyance authorized by subsection (a) may only be made subject to the following conditions:

(1) The Town must agree to provide connections to the local wastewater and sewage treatment system for all existing and future improvements to the parcels of real property referred to in subsection (b).

(2) The Town must agree to provide wastewater and sewage treatment service to such parcels at a rate established by the appropriate Federal or State regulatory authority.

(d) DESCRIPTION OF PROPERTY- The exact acreage and legal description of the real property to be conveyed under subsection (a) shall be determined by a survey satisfactory to the Secretary. The cost of the survey shall be borne by the Town.

(e) ADDITIONAL TERMS AND CONDITIONS- The Secretary may require such additional terms and conditions in connection with the conveyance under subsection (a) as the Secretary considers appropriate to protect the interests of the United States.

GROUND LEASE

BY AND BETWEEN THE

TOWN OF NEW WINDSOR

AND

GREENETRACK, INC.

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ARTICLE 3	USE OF LEASED PREMISES	4
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Exhibit A	Leased Premises (Map)
Exhibit B	Deed from United States of America
Exhibit C	Master Plan
Exhibit D	Form of Attornment and Estoppel Letter
Exhibit E	Performance and Development Standards
Exhibit F	Memorandum of Lease

GROUND LEASE

This Ground Lease, made and entered into this 29th day of May, 2014 ("Agreement" or "Lease"), by and between: TOWN OF NEW WINDSOR, having offices at 555 Union Avenue, New Windsor, New York 12553 ("Lessor" or "Town"); and GREENETRACK, INC, an Alabama Corporation authorized to do business in the State of New York, having a business office at c/o 677 Broadway, Albany, New York 12205 ("Lessee" or "Greenetrack").

WITNESSETH THAT:

WHEREAS, the Town is the fee owner of certain premises in the vicinity of Stewart International Airport, located in the Town of New Windsor, New York and comprising approximately 140 acres and described in Exhibit "A" attached hereto, as more particularly defined in Article 2 hereof ("Leased Premises"); and

WHEREAS, the Town acquired title to the fee simple interest in and to the Leased Premises pursuant to a deed from the United States of America acting by and through the Deputy Assistant Secretary of the Army dated November 1, 1999 attached hereto as Exhibit "B" ("Deed"); and

WHEREAS, the Town desires to further promote, accommodate and enhance the economic development of the Town, the surrounding communities, and Orange County by ground leasing the Leased Premises for the express purpose of the Lessee's construction, use and operation of a full service resort casino as authorized in the Upstate New York Gaming Economic Development Act of 2013 (the "Act"), as well as multiple associated facilities (collectively, the "Project"), and substantially as set forth on the master plan shown on Exhibit "C" attached hereto (the "Master Plan"); and

WHEREAS, Lessee agrees that as a condition of this Lease that it will file all required applications and make all financial payments as required by the Act and any implementing regulations in order to obtain approval from the New York State Gaming Facility Location Board (the "Location Board") of a gaming facility sited on the Leased Premises; and

WHEREAS, the Project will be developed in substantial conformity with the Master Plan as well in conformity with such zoning amendment(s) as may be enacted by the Town Board of the Town of New Windsor ("Town Board"); and

WHEREAS, the Lessee may designate one or more parcels within the Leased Premises as an individual tax lot with its own tax lot number, in order to facilitate separate leasehold financing and pursuant to a sublease entered into by Lessee, but any such sublease and leasehold financing shall be in accordance with and subject to the terms of this Lease; and

WHEREAS, the parties acknowledge that contracting and partnering with local businesses, job training for local residents, the commitment to provide certain benefits to the Town and other units of local government, the commitment to establish certain programs for the benefit of the public, amicable labor relations with local trade unions and local tradesmen, the

employment of the local workers, and other matters, all are essential elements of this Agreement. The parties agree to be bound by the terms set forth in the Host Municipality Agreement incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the Town does hereby lease to the Lessee the Leased Premises during the Term hereof for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1
TERM

1.1 Term. The Term of this Agreement shall commence on the Lease Commencement Date (defined below) and expire on June 30, 2113 (the "Expiration Date"), unless sooner terminated in accordance with the provisions hereof (collectively, the "Term").

1.2 The Lease Commencement Date shall be either:

(a) thirty days after the execution of this Lease by the Town Supervisor, if no permissive referendum petition is filed in accordance with New York State Town Law, Article 7; or

(b) upon the affirmative vote of a majority of the qualified electors of the Town voting on the proposition to approve the Lease, if a permissive referendum petition is filed in accordance with New York State Town Law, Article 7.

1.3 This Lease shall automatically terminate if the Location Board does not approve a gaming facility within the Leased Premises as one of the initial four gaming facilities it is authorized to approve under the terms of the Act and its implementing regulations.

1.4 Until the Lease Possession Date or June 30, 2015, whichever shall come first in time, Greenetrack may, for any reason or no reason at all, terminate this Lease upon thirty (30) days prior written notice to the Town and prepayment of rent through the date of termination.

1.5 The Lease Possession Date shall be not later than June 30, 2015 or any earlier date upon which Greenetrack gives written notice to the Town Supervisor that Greenetrack will take possession of the Leased Premises.

ARTICLE 2
LEASED PREMISES

2.1 The Leased Premises consist of:

2.1.1 Approximately 140 acres of land, more particularly described and shown on Exhibit "A".

2.1.2 All improvements now or hereafter constructed on the aforementioned Leased Premises.

ARTICLE 3
USE OF LEASED PREMISES; EXISTING AT-WILL TENANTS

3.1 Prior to the Lease Possession Date, the Lessee shall not be entitled to possession or use of the Leased Premises and shall have no obligations with respect to any maintenance of the Leased Premises or existing tenants. Commencing upon the Lease Possession Date, the Lessee shall occupy and use the Leased Premises for the development and construction of the Project as shown on Exhibit "C," substantially consistent with the Master Plan set forth in Exhibit "C," and in accordance with the applicable zoning of the Leased Premises.

3.2 Commencing on the Lease Possession Date, Lessee shall not use or allow the Leased Premises to be used for any unlawful purpose or in violation of any certificate of occupancy covering or affecting, the use of the Leased Premises, or any part thereof, or for any use which, in law, constitutes a nuisance, public or private, or which voids or makes voidable any insurance then in force with respect thereto.

3.3 The parties acknowledge that there are existing tenants who currently occupy portions of the Leased Premises under expired leases or other arrangements, some of which are "at-will." The Town shall provide to Greenetrack within thirty (30) days of the Lease Commencement Date a copy of any current or expired leases. Not later than ten (10) days after the Lease Possession Date the Town shall deliver an attornment and estoppel letter from each Tenant to Greenetrack, substantially in the form attached hereto as Exhibit "D". Prior to the Lease Possession Date, the Town shall collect all rent from existing tenants and shall continue to function as landlord vis-a-vis existing tenants and shall not renew or extend any existing lease in any manner that would adversely affect Greenetrack's rights hereunder without Greenetrack's prior written consent. After the Lease Possession Date, Greenetrack shall succeed to all of the Town's rights as landlord vis-à-vis existing tenants on the Leased Premises. Until the Lease Possession Date, or the date upon which Lessee waives its right to terminate this Lease as provided in Section 1.4, or until June 30, 2015, whichever of the foregoing three dates occurs first, the Town in its sole and complete discretion shall determine whether any or all tenants may remain in possession and the Town shall be paid all rents paid by tenants occupying any portion of the Leased Premises. After the Lease Possession Date, after the Lessee waives its right to terminate this Lease as provided in Section 1.4, or after June 30, 2015, whichever occurs first, Lessee may evict any or all tenants and/or collect rent from such tenants in its sole and complete discretion.

3.4 In the event that Greenetrack is not awarded a Gaming License pursuant to the Act and in the event that Greenetrack appeals the denial of its application for a Gaming License, then Greenetrack may toll: (a) the termination of the Lease as set forth in Section 1.3; (b) the Lease Possession Date; (c) the date by which it can terminate this Lease as provided in Section 1.4; and (d) the dates upon which Year 2 and subsequent rents are to be paid, as follows:

3.4.1 Greenetrack shall provide a copy of its appeal to the Town Attorney concurrent with the filing of its appeal.

3.4.2 The Tolling Period shall be no more than three (3) years from the date the appeal is filed and shall end thirty (30) days after a final non-appealable order is entered adjudicating Greenetrack's appeal, unless extended by mutual agreement of the parties.

3.4.3 During the Tolling Period, Rent shall be fifteen thousand dollars ($15,000) per month in lieu of any remaining Rent to be paid under Section 4.1.1.

3.4.4 In the event that Greenetrack is awarded a Gaming License following an appeal, then Year 2 Rent shall commence when the Tolling Period ends and all subsequent Rent payments shall be determined based on the commencement of payment of Year 2 Rent.

ARTICLE 4
RENT

4.1 Rent. Rent shall be as follows:

4.1.1 The First Rent Payment (defined below) shall be due and payable ten (10) days after the Lease Commencement Date. The First Rent Payment shall be a single payment for all months or parts thereof between the date of the Town Board resolution approving this Lease and the Lease Commencement Date. Rent for Year 1 (from the date of the Town Board resolution approving this Lease through June 30, 2015) shall be eleven thousand six hundred dollars ($11,600) per month, pro-rated for any period of less than one month. During Year 1, except for the First Rent Payment, rent shall be paid monthly not later than the first day of each month.

4.1.2 From July 1, 2015 through June 30, 2016 ("Year 2") and from July 1, 2016 through June 30, 2017 ("Year 3"), rent shall be five hundred thousand dollars ($500,000) per year, payable in advance beginning on July 1, 2015 on a quarterly basis in four equal installments of one hundred twenty-five thousand dollars ($125,000) per quarter.

4.1.3 From July 1, 2017 through June 30, 2026, rent shall be one million one hundred sixty thousand dollars ($1,160,000) per year, payable as follows:

(a) From July 1, 2017 through June 30, 2018 ("Year 4"), six hundred sixty thousand dollars ($660,000) of the rent shall be deferred to be paid as provided below. The remaining five hundred thousand dollars ($500,000) shall be paid in advance beginning on July 1, 2017 on a quarterly basis in four equal installments of one hundred twenty-five thousand dollars ($125,000) per quarter.

(b) From July 1, 2018 through June 30, 2019 ("Year 5"), five hundred sixty thousand dollars ($560,000) of the rent shall be deferred to be paid as provided below. The remaining six hundred thousand dollars ($600,000) shall be paid in advance beginning on July 1, 2018 on a quarterly basis in four equal installments of one hundred fifty thousand dollars ($150,000) per quarter.

(c) From July 1, 2019 through June 30, 2020 ("Year 6"), four hundred sixty thousand dollars ($460,000) of the rent shall be deferred to be paid as provided below. The remaining seven hundred thousand dollars ($700,000) shall be paid in advance

beginning on July 1, 2019 on a quarterly basis in four equal installments of one hundred seventy-five thousand dollars ($175,000) per quarter.

(d) The total rent deferred from Year 4, Year 5, and Year 6 is one million six hundred eighty thousand dollars ($1,680,000) (the "Deferred Rent"). As described more fully below, the Deferred Rent shall be repaid in equal quarterly installments in Years 7, 8 and 9 (defined below).

(e) From July 1, 2020 through June 30, 2021 ("Year 7"), from July 1, 2021 through June 30, 2022 ("Year 8"), and from July 1, 2022 through June 30, 2023 ("Year 9"), the annual rent of one million one hundred sixty thousand dollars ($1,160,000) per year shall be paid in advance beginning on July 1st of each year on a quarterly basis in four equal installments of two hundred ninety thousand dollars ($290,000) per quarter. In addition, Lessee shall pay a total of twelve (12) consecutive quarterly installment payments of one hundred forty thousand dollars ($140,000) each commencing on July 1, 2020, each being partial repayment of Deferred Rent (the "Deferred Rent Payments"). Lessee shall make the Deferred Rent Payments concurrent with each quarterly payment of annual rent commencing on July 1, 2020 until the Deferred Rent is paid in full.

(f) From July 1, 2023 through June 30, 2024 ("Year 10"), from July 1, 2024 through June 30, 2025 ("Year 11"), and from July 1, 2025 through June 30, 2026 ("Year 12"), the annual rent of one million one hundred sixty thousand dollars ($1,160,000) per year shall be paid in advance commencing on July 1, 2023 on a quarterly basis in four equal installments of two hundred ninety thousand dollars ($290,000) per quarter.

4.1.4 From July 1, 2026 through June 30, 2027 ("Year 13"), from July 1, 2027 through June 30, 2028 ("Year 14"), and from July 1, 2028 through June 30, 2029 ("Year 15"), annual rent shall be as follows:

(a) A Rent Adjustment Percentage shall be calculated. Beginning with the base year of calendar year 2020, the annual change in the Consumer Price Index shall be determined for each of the next five calendar years (from 2021 through 2025). Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers (CPI-U), All Items Index, U.S. City Average. To determine the Rent Adjustment Percentage, each year's change in the Consumer Price Index or two percent (2%), whichever is less, shall be added. The total percentage for the five years shall be the Rent Adjustment Percentage. In no case shall the Rent Adjustment Percentage be less than zero nor more than 10%.

(b) The increase in the annual rent commencing in Year 13 shall be determined by multiplying then-existing annual rent of one million one hundred sixty thousand dollars ($1,160,000) by the Rent Adjustment Percentage. The increase in annual rent shall be added to the then-existing annual rent to yield the Adjusted Annual Rent. The Adjusted Annual Rent shall remain the same in Year 14 and Year 15.

4.1.5 Commencing in Year 16 (July 1, 2029 through June 30, 2030) and every five years thereafter the annual rent shall be adjusted. The Rent Adjustment Percentage shall be determined based on the Consumer Price Index for the preceding five calendar years using the sixth preceding year as the base year, and otherwise using the formula and limits set forth in Section 4.1.4(a). The Rent Adjustment Percentage shall be applied to the then-existing Adjusted Annual Rent to calculate a new Adjusted Annual Rent which shall commence in Year 16 and remain in effect for the ensuing five years. The same pattern shall be repeated every five years throughout the Term of the Lease (Year 21, 26, 31 and so on).

4.2 All rent payments shall be by check or money order payable to the order of "Town of New Windsor" and shall be mailed or personally delivered to the Town of New Windsor, 555 Union Avenue, New Windsor, New York 12553.

4.3 If any payments shall not be made within fifteen (15) days of the due date thereof pursuant to this Lease, Lessee shall pay a late payment charge equivalent to interest on the outstanding balance accruing from the due date and calculated in accordance with Section 26(t) hereof, or fifty dollars ($50), whichever is greater. Should the Town need to place collection of rent or additional rent due under this Lease in the hands of any attorney for collection, by reason of any such amount, or interest thereon, unpaid in excess of thirty (30) days from the due date thereof, Lessee shall pay to the Town all collection costs (inclusive of reasonable and actual attorneys' fees) for collection of such arrears together with interest thereon, as additional rent.

4.4 The Town shall give notice to Lessee in writing whenever additional rent is owed and such notice shall set forth the nature of the additional rent that is owed. The Lessee shall pay such additional rent in full within thirty (30) days of the receipt of notice by the Lessee.

ARTICLE 5
PROJECT CONSTRUCTION: CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Project Schedule of Construction and Development. The Lessee shall plan, design, cause to be constructed, and commence operation of the Project on the Leased Premises in accordance with the Master Plan and Lessee's Gaming License. Included within the Project shall be the construction of any improvements enumerated in the Host Municipality Agreement. The Lessee shall construct and complete the Project substantially in accordance with the schedule of construction approved in connection with Lessee's Gaming License Application.

5.2 Lessee accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition. Except as may otherwise be provided for herein or by separate agreement, the Town shall not be required to maintain nor to make any improvements, repairs or restoration upon or to the Leased Premises or to any of the improvements presently located thereon. The Town shall not have any obligation to repair, maintain or

restore, during the term of this Agreement, any improvements placed upon the Leased Premises by the Lessee, its successors and assigns.

5.3 The Lessee and any sublessee of a Site, as applicable, shall throughout the term of this Agreement and at their sole cost and expense install improvements, fixtures, furnishings, and equipment commensurate with the requirements imposed by the Act or the Gaming Commission. The Lessee and any sublessee of a Site, as applicable, shall throughout the term of this Agreement assume the responsibility, cost and expense for all cleaning, repair and maintenance whatsoever on the Leased Premises and all improvements, fixtures, furnishings, and equipment thereon in a good and workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise.

ARTICLE 6
ENVIRONMENTAL COMPLIANCE

6.1 Lessee's Environmental Compliance. Lessee takes the Leased Premises in their as-is condition and assumes all risks associated with any environmental condition on the Leased Premises as of the Lease Commencement Date, except for Hazardous Materials that have been disposed of on the Leased Premises by the Town or any of the Town's contractors after the Town took title to the Leased Premises for which the Town will assume responsibility. If any Cleanup or other activity is required for construction or operation of the Project or any part thereof, even if such Cleanup or other activity arises from a Pre-Lease Release, all costs and expenses thereof shall be paid by Lessee for any such Cleanup or other activity shall be undertaken in compliance with all applicable Requirements of Environmental Law.

6.1.1 Lessee, its sublessees, employees, contractors or agents shall not conduct any activities with respect to the Leased Premises which result in the generation, storage or release of any toxic, hazardous or similar substances (as those terms may be defined from time to time in any federal, state or local law, rule or regulation in excess of quantities permitted by law). Lessee shall bear all liability for, and will save the Town harmless and fully indemnify it against, any claim, injury, loss or damage to any person or the environment as a result of any such toxic, hazardous or similar substances caused by such generation, storage or release by Lessee, its employees, contractors or agents.

6.1.2 Lessee further agrees to properly and accurately label and segregate all materials stored at the Leased Premises, in accordance with all applicable Requirements of Environmental Law. At all times during the Term hereof, and upon the termination of such Term, Lessee shall comply with all applicable environmental protection laws, rules or requirements, and shall promptly cure all violations thereof arising from its non-compliance, including but not limited to the preparation, delivery and/or filing with the applicable governmental authorities and with the Town, of all forms, certificates, notices, documents, plans and other writings, and the furnishing of such other information that is required or requested by the Town or any applicable Governmental Agency in connection with the sale, lease, transfer, mortgaging or other disposition of a site or the Leased Premises. It is specifically acknowledged and agreed that the provisions of this

paragraph shall survive the termination of this Lease, regardless of the reason or cause thereof.

6.2 Indemnities between the parties with respect to environmental matters under this Lease shall be governed by the following:

6.2.1 For purposes of this Section 6.2, the following terms shall have the following meanings:

"Governmental Agency" means any environmental agency of the United States or any state, municipality or other subdivision thereof having jurisdiction over the Leased Premises or any party hereto.

"Hazardous Materials" or "Hazardous Substances" means any hazardous waste or substances as defined in any Requirements of Environmental Law including, without limitation, any asbestos, PCBs, toxic, noxious or radioactive substances, methane, volatile hydrocarbons, petroleum, petroleum by-products, or industrial solvents.

"Requirements of Environmental Law" means all requirements of environmental laws or regulations applicable to the Premises or operations thereon and promulgated by a Governmental Agency, including all requirements imposed by any law or regulation of any Governmental Agency which relate to (i) emissions into the air, surface water, groundwater or land; (ii) solid, gaseous or liquid waste generation, treatment, storage, disposal or transportation; or (iii) Hazardous Substances, as that phrase is defined above.

"Release" or "Released" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, dumping or disposing into the environment, whether intentionally or otherwise.

"Cleanup" means remedial work that is mandated either by an order or consent decree executed by a Governmental Authority or a final non-appealable order of a court having jurisdiction over the matter, which mandate or order is required by law or regulation to remedy the impact, or contain or remove a particular Hazardous Material.

"Pre-Lease" means prior to the Lease Commencement Date.

"Post-Lease" means on and after Lease Commencement Date through and to the Expiration Date.

6.2.2 Lessee's Indemnification of the Town. Except for the Town's obligation with respect to certain materials set forth in Section 6.1, Lessee shall be liable for and shall indemnify, save and hold harmless the Town from and against, including without being limited to, reasonable attorneys' fees and court costs arising from or in connection therewith (i) penalties and fines assessed against the Town by Governmental Agencies for Post-Lease violations of Requirements of Environmental Law or failure to properly Cleanup the Leased Premises as may be required as a condition of constructing or operating the Project or any part thereof, other than those caused by the Town; (ii) cost of investigation and Cleanup arising from violations of Requirements of Environmental Law on the Leased Premises Post-Lease other than those caused by the Town; and (iii) legal liability

to third parties (including Governmental Agencies) as a result of Post-Lease violations of Requirements of Environmental Law other than those caused by the Town.

The indemnity protections afforded by this Article 6 shall run to each indemnified party, its successors and assigns.

The provisions of this Article 6 shall survive the termination of this Lease.

6.3 The Town and Lessee each acknowledge to the other that in connection with the transfer of the Leased Premises by the Deed in Exhibit "B", each party has had access to all information and reports disclosed by the United States Military Academy Department of the Army as to the condition of the Leased Premises including the Finding of Suitability to Transfer ("FOST") Report dated October, 1999.

ARTICLE 7
LIENS

Lessee agrees not to suffer or permit, during the Term, any mechanic's or other lien for work, labor and services and/or materials furnished or otherwise to attach to and become a lien upon the Leased Premises as a result of any work done by or on behalf of Lessee. If such lien shall so attach, Lessee shall, within sixty (60) days after notice thereof, either pay or satisfy the same or procure the discharge thereof of record in such manner as may be permitted or provided by law or otherwise cause the same to be released, discharged or removed. Should Lessee fail or refuse to discharge any such lien within the period herein provided, then the Town is hereby authorized (but shall not be required) to cause the same to be released or removed, and upon so doing the Town shall be reimbursed by Lessee upon demand for all reasonable and actual costs and expenses incurred by the Town, including attorney's fees. Lessee shall save and hold the Town harmless from and hereby indemnifies the Town against liability to Lessee or to any other person or persons for or on account of the failure of Lessee to promptly pay, satisfy or discharge of record any mechanic's or other lien for work, labor and services and/or materials furnished or otherwise to attach to and become a lien upon the Leased Premises as a result of any work done by or on behalf of Lessee.

ARTICLE 8
INSURANCE, DAMAGE OR DESTRUCTION OF LEASED PREMISES AND IMPROVEMENTS

8.1 Insurance Coverage. The Lessee at its sole cost and expense shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, insurance protection for all risk coverage on the structure and improvements of which the Leased Premises is a part, in an amount equal to the actual replacement cost thereof (exclusive of foundations, footings and excavation). Such insurance shall be written by insurers of recognized financial standing authorized to conduct business in the State of New York approved by the Town, whose approval shall not be unreasonably withheld, conditioned, or delayed. If said insurers become financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new certificate or policy as herein provided.

8.1.1 Additional Insureds. The certificate of insurance shall identify the Town as an additional insured, and Lessee (and any sublessee as applicable) and any Leasehold Mortgagee as their interests may appear, and shall provide thirty (30) days advance notice of cancellation or material change, by registered mail, to the Town, Attention: Town Attorney.

8.1.2 Certificates of Insurance. The Lessee shall provide certificates of insurance, in a form acceptable to the Town, and if requested by the Town, Lessee shall deliver the complete insurance policy itself, evidencing existence of all insurance required to be maintained from the Lease Commencement Date and through the Lease Term. Upon the failure of the Lessee to maintain such insurance as above required, the Town may, without affecting Lessee's insurance obligations hereunder or the Town's default remedies for Lessee's failure to maintain insurance, obtain such insurance and the cost of such insurance obtained by the Town shall be paid by Lessee as additional rent.

8.2 Substantial Damage or Destruction. In the event any improvements, insurable or uninsurable within the Leased Premises are damaged or destroyed to the extent that they are unusable by the Lessee for the purposes for which they were used prior to such damage, the Lessee shall reconstruct such improvements and (subject to the rights of any Leasehold Mortgagee with respect thereto) apply insurance proceeds to the extent of the coverage provided in Section 8.1 hereof to the repair and reconstruction of the improvements substantially as they were immediately prior to such casualty or in a new or modified design subject to the Performance and Development Standards and applicable existing building codes at the time of repairing or rebuilding.

8.3 Fixtures and Equipment. In the event of such restoration as aforesaid, then any and all fixtures, equipment and other personal property necessary to properly and adequately continue the Project at the Leased Premises shall be replaced or repaired, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction except for requirements of construction codes existing at the time of repair or replacement. The Lessee agrees to cause such work be promptly commenced and prosecuted to completion with due diligence subject to delays beyond the Lessee's control.

8.4 Sublessees. The insurance policies required to be furnished by Lessee to the Town and the obligations of restoration under this Agreement may, with the prior written consent of the Town, which shall not be unreasonably conditioned, withheld or delayed, be furnished and/or paid for by any sublessee or other person having an insurable interest in any portion of the Leased Premises, and the Town shall accept such policies as though they had been supplied and paid for by Lessee provided such policies and restoration shall comply otherwise with the requirements of this Agreement. However, nothing herein shall release Lessee from any requirement hereunder and, in the event a sublessee fails to perform in whole or in part, the Lessee shall be required to fully perform as set forth in this Lease.

8.5 Insurance Trustee. All such policies of insurance shall also provide for the loss thereunder, in excess of the greater of $250,000.00 or 5% of the insurable amount, to be

payable to and deposited with an "Insurance Trustee" hereinafter designated. If the leasehold estate is encumbered by a Leasehold Mortgage and the Leasehold Mortgagee desires to be the Insurance Trustee, the Leasehold Mortgagee shall be the Insurance Trustee, otherwise the Insurance Trustee shall be a bank located in the State of New York selected by Lessee.

8.6 Release of Insurance Proceeds. The Insurance Trustee shall make payments to Lessee or sublessee, as applicable, out of insurance proceeds or award to be applied to the cost of repair, replacement, or restoration. The payments shall be made as the work progresses and in accordance with the following principles:

(a) The Insurance Trustee shall not make payments more frequently than once each month.

(b) Until the work is substantially complete, the Insurance Trustee shall make no payment unless the sum of the payment requested and all previous payments shall be less than the cost of the work to date.

(c) The Insurance Trustee shall make no payment unless the balance of the insurance proceeds or award shall be at least sufficient to substantially complete the work.

(d) That all contractors which have performed work have been paid an amount payable to them except for the amount to be paid by the application of the funds requested.

(e) The Insurance Trustee shall require an architect or engineer's certificate certifying with each draw that the above principles have been complied with. The Insurance Trustee shall not be liable to the Town or the Lessee in absence of willful fraud or gross negligence. The Insurance Trustee shall be entitled to charge a reasonable and customary fee for its services which shall be paid by sublessee of the Site affected. To the extent, however, to which insurance proceeds exceed the cost of complying with the Article, the excess shall be the property of the Lessee, or sublessee as applicable.

8.7 Proceeds Trust. Except as otherwise provided herein, any loss paid under any insurance policy to Lessee or sublessee shall be held by Lessee or sublessee as the case may be, in trust for application to the cost of restoring, repairing, replacing or rebuilding the facility damaged at the applicable Site.

8.8 Lessee to Maintain Insurance in Force. Lessee shall not violate, or permit to be violated, any of the conditions of any of the said policies; and Lessee shall perform and satisfy, or cause to be satisfied, the requirements of the companies writing such policies.

ARTICLE 9
LIABILITIES, INDEMNITIES AND PUBLIC LIABILITY INSURANCE

9.1 The Town shall not in any way be liable and the Lessee shall fully indemnify the Town for any cost, liability, damage or injury including cost of suit and expenses of legal

services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises or as a result of any operations, works, acts or omissions performed on the Leased Premises by the Lessee, its sublessees, or their guests or invitees.

9.2 (a) As used in this Article, "claims" means any claim, suit, proceeding, action, cause of action, responsibility, liability, demands, judgments and executions.

(b) Lessee hereby indemnifies and agrees to save harmless the Town from and against all claims (except to the degree such claims are caused by the Town's negligence), which: (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Leased Premises or any portion thereof; (ii) arise from or are in connection with any act or omission of Lessee or Lessee's agents; (iii) arise from or are in connection with any default, breach, violation or nonperformance of this Lease or any provision of this Lease by Lessee or sublessee; or (iv) arise from any or are in connection with any injury to person or property or loss of life sustained in the Leased Premises or in connection with matters authorized by this Lease. Lessee shall pay, satisfy and discharge any judgments, orders and decrees which may be recovered against the Town in connection with the foregoing.

9.3 The Lessee shall at all times during the term of this Agreement obtain and maintain in effect the minimum Public Liability Insurance coverage as set forth in Exhibit "E", subject to adjustment in accordance with Section 9.3.1. The Lessee hereby acknowledges that it has set its own minimum coverage requirements based upon its own assessment of the risks associated with Lessee's operations. The Lessee agrees to require its contractors doing work in the Leased Premises, and the Lessee's lessees and sublessees, to carry adequate insurance coverage, and if the Lessee so desires, it may accomplish same by an endorsement to the Lessee's policies to include such persons or parties as additional named insureds. Any policy provided by a sublessee or a contractor shall name the Town as an additional insured, shall provide the coverages required hereunder, and the sublessee or contractor shall provide a certificate of insurance to the Town or the complete policy of insurance, to the same extent as required by the Lessee.

9.3.1 The Town or Lessee may require that the coverage limits be reviewed after intervals of five (5) years to determine whether the limits are more or less than customary coverage limits for property of similar size, use and location. If the coverage limits are more or less than the customary limits, the coverage limits shall be adjusted accordingly.

9.4 In the event that litigation is commenced challenging the legality of this Lease, the Host Municipality Agreement, the zoning amendment(s) referenced in this Lease, or the Town's compliance with the New York State Environmental Quality Review Act in connection with this Lease, the Project, or the zoning amendment(s) referenced in this Lease, then Greenetrack shall pay all of the Town's expenses of such litigation, including all costs and reasonable attorney's fees.

Indemnification. Without limiting the foregoing, Greenetrack agrees to indemnify, hold harmless and defend the Town and its officers and employees in connection with any litigation commenced against the Town and/or its officers or employees by reason of the

Town's entering into this Agreement, including but not limited to any litigation commenced against the Town or any improvement district therein, by any entity relating to the payments to be made by Greenetrack to the Town hereunder. In the event a claim, action, demand, suit or proceeding is instituted against the Town by any third party challenging the exercise of the Town's municipal powers or obligations in connection with the Project, pursuant to which the Town is entitled to be indemnified hereunder, the Town shall immediately notify Greenetrack in writing and contemporaneously provide Greenetrack with a copy of such written documents presented by such third party.

Greenetrack will have the right to settle such actions or claims with the consent of the Town, which consent shall not be unreasonably withheld, on such terms as it may deem reasonable so long as such defense and/or settlement provides for the release or indemnification of the Town.

ARTICLE 10
LEASEHOLD MORTGAGES

10.1 At no time shall the Town be required to subordinate its fee interest in the Leased Premises. With the prior consent of the Town, Lessee may take back a Leasehold Mortgage upon a permitted assignment or sublease of the leasehold estate created by this Agreement or may mortgage or otherwise encumber Lessee's leasehold estate to a Leasehold Mortgagee (as hereinafter defined), under one or more Leasehold Mortgages and assign this Agreement as security for such Leasehold Mortgage or Mortgages; subject, however, to the limitations of this Article.

10.2 (a) Within thirty (30) days following Lessee taking back a Leasehold Mortgage upon an assignment or sublease of the leasehold estate or granting a Leasehold Mortgage to a Leasehold Mortgagee, Lessee shall provide the Town with written notice and a true copy of such Leasehold Mortgage.

(b) Any Leasehold Mortgage shall include the following terms: (i) that the Leasehold Mortgagee acknowledges that the fee ownership interest of the Town in the Leased Premises has not been subordinated to the Leasehold Mortgage and the Leasehold Mortgage granted is solely on the Lessee's Leasehold interest in the Leased Premises; (ii) that in the event of any conflict or inconsistency between the Leasehold Mortgage and the Lease, that the terms of the Lease shall govern; and (iii) that any notice of default under the Lease that may be issued by the Town shall be to the name and address of the Leasehold Mortgagee as listed in the Leasehold Mortgage, unless and until written notice of a change is delivered to the Town Attorney by the Leasehold Mortgagee.

10.3 (a) In the event of any assignment of a Leasehold Mortgage or in the event of a change of address of a Leasehold Mortgagee or of an assignee of such Leasehold Mortgage, notice of the new name and address shall be promptly provided to Town; provided that the provisions of this Article as to such Leasehold Mortgagee or assignee

shall not be binding on Town, unless and until such notice shall have been given and such copy delivered to Town, notwithstanding any other form of notice, actual or constructive.

(b) The term "Leasehold Mortgage" as used in this Agreement shall include a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Lessee's leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation.

(c) The term "Leasehold Mortgagee" as used in this Agreement shall refer to a holder of a Leasehold Mortgage in respect to which the notice provided for by Section 10.2(a) has been given and received and as to which the provisions of this Agreement are applicable.

10.4 The Town, upon providing Lessee any notice of (a) default under this Agreement; or (b) a termination of this Agreement, shall at the same time provide a copy of such notice to every Leasehold Mortgagee at the address listed in the Leasehold Mortgage or at such address as the Leasehold Mortgagee has designated in prior written notice to the Town Attorney, as provided in Section 10.2(a). From and after the date such notice has been provided to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the additional periods of time specified in Sections 10.5 and 10.6 hereof to remedy, commence remedying, or cause to be remedied the defaults or acts or omissions which are specified in any such notice. The Town shall accept such performance by or on behalf of a Leasehold Mortgagee to the same extent as if such performance had been rendered by Lessee. The Town and the Lessee authorize such Leasehold Mortgagee to enter upon the Leased Premises for such purposes consistent with the provisions of this Agreement.

10.5 In the event that Lessee fails to timely cure a notice of default within the time period stated in the default notice, then any Leasehold Mortgagee shall have the right to cure the default. The Leasehold Mortgagee shall have an additional forty-five (45) days following the expiration of Lessee's cure period to cure a default capable of being cured by the payment of money, and an additional seventy-five (75) days to cure a default not capable of being cured by the payment of a sum certain. If the default is not capable of being cured by the payment of a sum certain and the default cannot be cured by the Leasehold Mortgagee within seventy-five (75) days, then the cure period shall be extended for the period of time reasonably necessary to cure the default so long as the Leasehold Mortgagee commenced curing the default during the seventy-five day cure period and continues diligently and without interruption to cure the default.

10.6 (a) If the Town elects to terminate this Lease because of the uncured default of the Lessee, then the date for termination specified in the Town's Termination Notice shall be tolled so long as the Leasehold Mortgagee shall: (i) timely pay each and every monetary obligation of Greenetrack to the Town which, if unpaid, would constitute a breach of this Lease, including but not limited to current and past due Rent, and (ii) perform any and all other obligations which, if not performed, would constitute a breach of this Lease. So long as the Leasehold Mortgagee complies with clauses (i) and (ii) of this Section 10.6(a), then the Town shall not terminate the Lease and Leasehold Mortgagee shall be

entitled, but not obligated, to foreclose and acquire Lessee's interest in this Lease by whatever process and means are allowed by law.

(b) Nothing in this Section 10.6, however, shall be construed to extend this Agreement beyond the Term thereof, or to require a Leasehold Mortgagee to commence or continue foreclosure proceedings after a default has been cured. If a default is cured by the Leasehold Mortgagee and the Leasehold Mortgagee discontinues foreclosure proceedings, then this Agreement shall continue in full force and effect as if the Lessee had not defaulted under this Agreement.

(c) If a Leasehold Mortgagee is in compliance with Section 10.6(a)(i), upon the acquisition of Lessee's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise and the discharge by foreclosure or otherwise of any lien, charge or encumbrance against the Lessee's interest in this Agreement or the Leased Premises which is junior in priority to the lien of the Leasehold Mortgagee held by such Leasehold Mortgagee and which Lessee is obligated to satisfy and discharge by the terms of this Agreement, this Agreement shall continue in full force and effect as if Lessee had not defaulted under this Agreement. The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Agreement or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Agreement or of the leasehold estate hereby created so as to require such Leasehold Mortgagee, unless acting pursuant to 10.6(a) hereof, to assume the performance of any of the terms, covenants or conditions on the part of the Lessee to be performed hereunder. The purchaser at any sale of Lessee's interests under this Agreement of the leasehold estate hereby created in any foreclosure proceedings under any Leasehold Mortgage, or Lessee's successor in interest created under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgagee shall be deemed to be a permitted assignee or transferee, subject to the provisions of Article 12 hereof, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Lessee to be performed hereunder from and after the date of such purchase and assignment. If the Leasehold Mortgagee or its designee shall become holder of the leasehold estate and if the buildings and improvements on the Leased Premises shall have been or become materially damaged on, before, or after the date of such purchase and assignment, the Leasehold Mortgagee or its designee shall be obligated to repair, replace or reconstruct the building or other improvements to the extent that Lessee would have been so obligated.

10.7 In lieu of the procedure set forth under Section 10.6, in the event of Town's termination of this Agreement by reason of Lessee's default and its failure to exercise or perfect any opportunity to cure, Town may enter a new agreement with a Leasehold Mortgagee or its designee without further obligation or notice to Lessee or anyone claiming any interests under the Agreement so terminated.

10.8 If more than one Leasehold Mortgagee shall request a New Agreement pursuant to Section 10.7, the Town shall enter into such New Agreement with the Leasehold

Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee and thereupon the requests for a New Agreement of each holder of a Leasehold Mortgage junior in lien shall be and be deemed to be void and of no force or effect. The Town, without liability to Lessee or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgage title insurance policy issued by a title insurance company licensed to do business within the State of New York and selected by the Town, as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Agreement.

10.9 Nothing herein contained shall require any Leasehold Mortgagee or its designee to cure any default of Lessee or request entering into the New Agreement, as provided in Section 10.7.

10.10 As provided by Article 13 of this Agreement, Lessee's share of the proceeds arising from an exercise of the power of eminent domain shall, subject to the provisions of such Article, be disposed of as provided for by any Leasehold Mortgage.

10.11 A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Agreement and the Leasehold Mortgagee may provide a manner for the disposition of such proceeds, if any, payable to the Insurance Trustee pursuant to the provisions of this Agreement.

10.12 The Town shall give each Leasehold Mortgagee prompt written notice of any legal proceedings between the Town and Lessee involving obligations under this Agreement. Each Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, the Town shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice thereof.

10.13 The fee title to the Leased Premises and the leasehold estate of Lessee therein created by this Agreement shall not merge but shall remain separate and distinct.

10.14 Provided that the rights of the Town or its interest in the Leased Premises are not adversely affected, the Town will not unreasonably withhold, condition or delay entering into an amendment of this Lease as may from time to time be reasonably requested by any Leasehold Mortgagee proposing to issue Lessee a loan secured by a first lien upon Lessee's leasehold estate. It is the intention of the Town and the Lessee that this Lease be a "financeable" lease, and the Town acknowledges that such amendment may serve the purpose of making the leasehold interest "financeable" under the then existing underwriting standards and/or requirements of Standard & Poors or a comparable entity or rating agency. At no time shall the Town be required to subordinate its fee simple interest in the Leased Premises to any Leasehold Mortgage. All expenses incurred by the Town in connection with any such amendment shall be paid by Lessee, including reasonable attorney's fees.

10.15 Intentionally deleted.

10.16 Notices from the Town to any Leasehold Mortgagee shall be delivered to the address furnished the Town pursuant to Section 10.2, and those from the Leasehold Mortgagee to Town shall be delivered to the address designated pursuant to the provisions of Article 24 hereof. Such notices, demands, and requests shall be given in the matter described in Article 24 and shall in all respects be governed by the provisions of that Article.

10.17 Any payment to the Town by a Leasehold Mortgagee pursuant to the Town's wrongful, improper or mistaken notice or demand shall be refunded to the Leasehold Mortgagee by the Town.

10.18 No agreement between the Town and Lessee modifying, canceling or surrendering this Lease shall be effective without the prior written consent of the Leasehold Mortgagee(s), which shall be obtained by the Lessee at its sole cost and expense.

10.19 The Town acknowledges that as between the Town and any Leasehold Mortgagee, its nominee or purchaser at a foreclosure or other sale, this Lease shall not be deemed to be terminated notwithstanding the rejection of this Lease by operation of law, by Lessee or its representative, or by any trustee appointed in Lessee's bankruptcy case, pursuant to the Bankruptcy Code or any other insolvency law. Provided that there is no default in the payment of rent beyond all applicable cure periods, the Leasehold Mortgagee shall be deemed to have satisfied its obligation to commence foreclosure proceedings or cause Lessee's interest in this Lease to be sold under a power of sale by asserting a claim in Lessee's case under the Bankruptcy Code or other insolvency proceeding and the Leasehold Mortgagee shall not be deemed to have failed to satisfy such obligation if the Leasehold Mortgagee is unable to do so as a result of the provisions of Section 362 of the Bankruptcy Code or similar provision of any other insolvency law. The foregoing is not intended to restrict or limit the Town's rights to receive accruing rents.

10.20 No Leasehold Mortgagee or its successors or assigns shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for as long as it remains, the holder of Lessee's interest in this Lease, and such liability shall be limited to such Leasehold Mortgagee's or its successor's or assignee's interest in this Lease.

10.21 It is further understood and agreed that the Town will not place or permit to remain on the Leased Premises any mortgage on the title of the Leased Premises or the Rents payable to the Town hereunder.

ARTICLE 11
INTENTIONALLY OMITTED

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.1 At any time prior to the first anniversary of the issuance of the Gaming License, this Lease may be assigned without the prior consent of the Town to an Asssignee which is an

affiliate of Greenetrack, or in which Greenetrack is a principal, or in which Greenetrack is a co-venturer. After the first anniversary of the issuance of the Gaming License, Lessee may assign this Agreement only with the prior written consent of the Town which shall not be unreasonably conditioned, withheld or delayed. Assignment shall include all of Lessee's right, title and interest in and to this Agreement; the Leased Premises; and any associated or collateral agreements. "Assignee" shall mean any reputable operator of one or more casinos that can be licensed under the Act.

12.2 Except as set forth in Section 12.1, the Town shall be provided with such information as it may reasonably request in order to evaluate any such proposed Assignee's ability to perform under the terms of this Agreement, including but not limited to a resume, financial statement, and references for the proposed Assignee, and any approval required to be issued pursuant to the Act. No such assignment and transfer shall be effective unless and until the assignor delivers to the Town: (a) a duplicate original of the instrument or instruments of assignment and transfer in recordable form containing the name and address of the assignee; and (b) an instrument of assumption duly executed by the assignee or transferee of all Lessee's obligations under this Agreement.

12.3 Any Assignee shall agree in the instrument of assumption to fully and completely assume each and every obligation of the Lessee which is to be performed from and after the date of such Assignment (the "Assignment Effective Date"), as (a) tenant under the Lease and (b) the holder of any of the rights and interest transferred by the Assignment described above, other than any liability or obligation which arose prior to the Assignment Effective Date.

12.4 The Town shall issue a novation to the Lessee discharging Lessee from further obligations under the Lease effective as of the Assignment Effective Date if the Lessee is in full compliance with the Lease as of the Assignment Effective Date. Unless a novation is issued, the Assignment shall not discharge Lessee from the obligations of this Lease, except to the extent that the Town expressly releases and discharges the Lessee. Nothing in this Lease shall prohibit, limit or restrict an assignment in connection with a Leasehold Mortgage or in connection with a conveyance in lieu of foreclosure, trustee's conveyance, referee's conveyance in the enforcement of remedies under a Leasehold Mortgage or a re-conveyance resulting therefrom, or any assignment, transfer or sublease to an entity that is a wholly owned subsidiary or affiliate of Lessee.

(a) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code (11 U.S.C. 101, et seq.) shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to the Town an instrument confirming such assignment.

12.5 Lessee shall have the right to sublet with the prior consent of the Town, which shall not be unreasonably conditioned, withheld or delayed. All such subleases shall be expressly subordinate to this Agreement, and shall be subject to all of the provisions hereof concerning the use and occupancy of the Leased Premises. No such sublease shall extend for a term beyond the Term. No sublease shall discharge in whole or in part the Lessee

from the requirements of this Lease and Lessee shall at all times be responsible for the performance of this Lease, whether or not any part of the Leased Premises have been sublet.

ARTICLE 13
CONDEMNATION

13.1 If, at any time during the Term of this Agreement, there shall be a total taking or a constructive total taking (as hereinafter defined) of the Leased Premises in condemnation proceedings or by any right of eminent domain, or by agreement between the Town and Lessee and those authorized to exercise such rights (any such matters being hereinafter referred to as a "taking"), this Agreement shall terminate and expire on the date of such taking and the rent, and other charges payable by Lessee hereunder shall be apportioned and paid to the date of such taking. For the purposes of this Article the term "constructive total taking" shall mean a taking of such scope that the untaken portion of the Leased Premises cannot be reasonably developed, repaired or reconstructed for the Project and the purposes of this Lease.

13.2 Rentals for that portion of the Leased Premises condemned shall be abated from the date of the taking; provided, however, if all of the Leased Premises are condemned or if a portion of the Leased Premises are condemned and the remaining portion of the Leased Premises is insufficient for the Project contemplated hereunder, the Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion or effective as of any date thereafter and within 90 days of the date of such dispossession by giving the Town thirty (30) days written notice of such termination.

13.3 The Lessee shall be entitled to the award made for a temporary taking of possession of all or part of the Leased Premises for any period of time within the term of this Agreement.

13.4 Lessee and the holder of any Leasehold Mortgage, as well as the Town, shall have the right to participate in any condemnation proceeding or agreement for the purpose of protecting their interests in a Site or the Leased Premises and their rights hereunder. In this connection, specifically and without limitation, each of such parties may introduce evidence independently of each other to establish the value of or damage to the Leased Premises, Site, building(s) and improvements, as applicable. Each party so participating shall pay its own expenses therein.

13.5 In the event of any taking and the consequent termination of this Agreement or the termination of a sublease of a Site, the total aggregate award for said taking ("Condemnation Proceeds") shall be apportioned and paid to the extent available in the following order of priority:

(a) The holder of the first Leasehold Mortgage, if any, shall be entitled to receive and retain from the Condemnation Proceeds the sum required to pay the unpaid principal balance of the first Leasehold Mortgage on the improvements of any

Site, plus interest accrued thereon from the date of taking to the date of payment to the first Leasehold Mortgagee at the rate specified in said Leasehold Mortgage.

(b) Then, the Town shall be entitled to retain from the balance of the Condemnation Proceeds the sum equal to the then present value of the leasehold reversion plus the then present value of the future rentals payable to the Town under this Agreement, if this Agreement had not terminated pursuant to Section 13.1 above, with interest thereon, from the date of taking and at the rate paid by the condemning authority. In determining such value the fixed minimum rent paid to the Town by Lessee and the fixed minimum rent paid by any sublessee(s) to Lessee shall be considered.

(c) Then, the Lessee shall be entitled to receive and retain the balance of the Condemnation Proceeds, subject to the rights of any Leasehold Mortgagee of Lessee.

(d) In the event no specification is made in the condemnation award of the portion of the proceeds allocable to each party's leasehold estate, then any dispute between the parties shall be resolved by mediation, arbitration or if the Town and Lessee cannot agree to either procedure then by a court of competent jurisdiction.

(e) Notwithstanding the foregoing, Lessee or any sublessee, as applicable, shall have the right to make a separate claim in condemnation proceedings for the value of its trade fixtures and for moving and relocation expenses.

13.6 In the event of any taking which does not result in the termination of this Agreement pursuant to Section 13.1 hereof or result in the termination of a sublease of a Site, that portion of the Condemnation Proceeds attributed by the court (or if not so attributed by the court, by agreement of the parties) to direct or consequential damage to the Leased Premises (whether completed or in the course of construction) shall be paid to Lessee, sublessee, if applicable, or the Insurance Trustee if required by any Leasehold Mortgagee or Lessee, and Lessee shall, within a reasonable time, restore or cause to be restored that portion of the improvements not so taken to the Site which, so far as practicable, shall be usable for the desired purposes thereof and capable of producing a fair and reasonable net income, provided, that Lessee or sublessee as applicable shall not be required to expend a sum exceeding the amount so deposited. The balance of the award not so attributed to direct or consequential damage to the Leased Premises shall be paid to any first Leasehold Mortgagee for any direct or consequential damages it may have suffered, if any, to its interest in the Site and any balance shall be retained by the Town.

13.7 If the Lessee shall assign to any Leasehold Mortgagee any Condemnation Proceeds to which it shall be entitled under the provisions of this Article the Town shall recognize such assignment and shall consent to the payment of said Condemnation Proceeds to said assignee as its interest may appear.

ARTICLE 14
QUIET ENJOYMENT

14.1 Except as provided in this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it and the rights appurtenant to the Leased Premises granted in this Agreement during the Term. The Town covenants and agrees not to mortgage its fee simple estate or interest in and to the Leased Premises under this Agreement or cause any lien or encumbrance to be placed upon the Leased Premises.

ARTICLE 15
GOVERNMENTAL REQUIREMENTS

15.1 The Lessee agrees to observe and obey any and all applicable Federal, State and municipal rules, regulations, laws and building codes and to require its officers, agents, employees, contractors, and sublessees, to observe and obey the same.

15.2 Lessee is responsible to maintain that the occupancy is in compliance with any and all applicable Federal, State and local laws, ordinances, codes, rules and regulations affecting the use of the Leased Premises. Lessee shall not conduct or allow any use or activity on the Leased Premises inconsistent with law.

ARTICLE 16
RIGHTS OF ENTRY FOR UTILITY LINES RESERVED

16.1 On prior reasonable notice and subject to rights of sublessees, the Town, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes not inconsistent with this Lease, provided, such action by the Town, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.

16.2 Without limiting the generality of the foregoing, the Town, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Leased Premises, to maintain any Town-owned water, sanitary sewer and storm sewer utility systems or other Town-owned infrastructure and on prior reasonable notice to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may be necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance, use the Leased Premises, however, that in the exercise of such right of access, repair, alteration or new construction, the Town shall not install a utility under or through any building or parking area or affect any existing improvement on the Leased Premises or interfere with the actual use and occupancy of the Leased Premises by the Lessee.

16.3 Nothing herein shall grant the Town the right to enter any portion of the Leased Premises as to which access is prohibited by the Act or by State regulations applicable to the Leased Premises.

ARTICLE 17
ADDITIONAL RENTS, CHARGES

17.1 In the event the Lessee fails to timely commence the cure of a non-monetary default after receipt of written notice from the Town to perform or commence to perform with due diligence any obligation required herein to be performed by the Lessee, the Town may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by the Lessee) and do all things reasonably necessary to perform such obligation, charging to the Lessee the cost and expense thereof as additional rent, payable upon demand by the Town. Nothing herein shall grant the Town the right to enter any portion of the Leased Premises as to which access is prohibited by the Act or by State regulations applicable to the Leased Premises.

17.2 If the Town pays any sum or sums or incurs any obligation or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of the Lessee contrary to said conditions, covenants or agreements, then the Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Town as the result of such failure, neglect or refusal of the Lessee, including interest, together with all reasonable costs, and damages, including reasonable attorney's fees. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent.

ARTICLE 18
DEFAULT BY LESSEE; REMEDIES

18.1 Each of the following shall be deemed a default by the Lessee and a breach of this Agreement.

18.1.1 Lessee shall be in default if, after any grace period authorized under this Lease, Lessee fails to pay any rent, additional rent, or other sum it is required to pay under the terms of this Lease.

18.1.2 Lessee shall be in default if it fails to perform any act required to be performed under the terms of this Lease which cannot be cured by payment of a sum certain.

18.1.3 The Lessee shall be in default: upon the institution by or against it of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts; upon it making an assignment for the benefit of creditors; or upon its dissolution, ceasing to do business, or ceasing to be qualified to do business in the State of New York.

18.2 The Town shall give notice of default as follows and Lessee shall have the following rights to cure any default:

18.2.1 As to any default which can be cured by the payment of a sum certain, the Town shall give written notice to Lessee specifying the items in default and stating that this Lease will be terminated if the required sums are not paid in full within forty-five (45) days of the date upon which notice is given by the Town.

18.2.2 As to any default which cannot be cured by the payment of a sum certain, the Town shall give written notice to Lessee specifying the items in default and stating that the Lease will be terminated if the default is not cured within thirty (30) days of the date upon which notice is given by the Town. If the default cannot be cured within such thirty (30) day period, then Lessee shall be entitled to a reasonable longer period to cure so long as the Lessee commences curing the default within the thirty (30) day period and continues with diligence and without interruption to cure the default.

18.2.3 Concurrent with issuing any default notice to Lessee, the Town shall concurrently deliver a copy of such notice to any and all Leasehold Mortgagees, along with notice of the additional cure period(s) to which such Leasehold Mortgage is entitled under the terms of this Lease. The rights of the Town hereunder are subject to the rights of Leasehold Mortgagees to cure as provided herein.

18.3 If Lessee and all Leasehold Mortgagees fail to timely cure the default in full, the Town may terminate this Agreement by issuing and delivering a written termination notice to Lessee, with a copy to be delivered by the Town to any and all Leasehold Mortgagees and to any subtenant of Lessee. Not less than seven (7) days after issuance of the termination notice by Lessee, this Agreement shall be terminated and all of Lessee's rights and interest hereunder shall terminate upon the expiration of the time specified in the Town's notice as if such date were the last date of the Term, and the Lessee shall then immediately quit and surrender the Leased Premises to the Town, including any and all buildings erected thereon, and all other improvements, and the Town may immediately enter into and repossess the Leased Premises. The Town may keep any or all subleases in effect and, if the Town elects to do so, then the subtenant shall pay rent directly to the Town and the subtenant shall comply with all requirements in the sublease.

In addition to any other remedies which may be available to it, the Town may enter such portions of the Leased Premises as to which access is not prohibited by the Act or by State regulations applicable to the Leased Premises, without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary, to accomplish the work required, and the cost and expense thereof shall be payable to the Town by the Lessee as Additional Rent on demand. The Town's costs and expenses in such event shall include all direct costs and expenses of the Town, its agents, contractors, and employees and all allocations of fringe benefits, overhead, legal and administration charges actually incurred. Furthermore, should the Town, its officers, employees or agents undertake any work hereunder, the Lessee hereby waives any claim for damages,

consequential or otherwise, as a result therefrom except for claims for damages arising from the negligence of the Town, its agents and contractors.

18.4 Failure by the Town to take any authorized action upon default by the Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by the Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by the Lessee. Acceptance of rent by the Town from the Lessee, any Leasehold Mortgagee, or subtenant, or performance by the Town under the terms hereof, for any period or periods after a default by the Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by the Lessee shall not be deemed a waiver or estoppel of any right on the part of the Town to enforce this Agreement for any subsequent failure by the Lessee to so perform, keep or to comply with any of the terms, covenants or conditions of this Lease.

ARTICLE 19
SURRENDER AND RIGHT OF RE-ENTRY

19.1 Upon the cancellation or termination of this Agreement pursuant to the terms hereof, the Lessee agrees peaceably to surrender up the Leased Premises and all improvements thereon. Upon such cancellation or termination, the Town may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at the Town's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period the Lessee will pay to the Town current lease rentals), or during the term of this Agreement, if the Lessee is not in default in rentals or any other charges or obligations due the Town, the Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided that the Lessee repairs all damages that might be occasioned by such removal, and restores the building and Site to the condition above required.

19.2 The complete and unencumbered title to the Leased Premises and all improvements thereon shall vest in the Town at the expiration of the Lease Term or upon the earlier termination of this Agreement.

19.3 The Town, upon termination or cancellation pursuant to Article 18 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of only part of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the Term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

ARTICLE 20
SERVICES TO LESSEE

20.1 The Lessee will contract with and obtain all required permits from the appropriate departments for any utility services provided by the Town for the Lessee, otherwise paying for any utility line extensions and any required connection fees, including those to be paid by owners.

20.2 The Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises. The Town shall allow the providers of such utilities reasonable access to the boundaries of the Leased Premises for the installation of their utility systems and at the request of Lessee shall execute such easements as are customary for the extension and/or improvement of such utility systems and at the request of Lessee shall execute such easements as are customary for the extension and/or improvement of such utility systems.

20.3 Intentionally omitted.

20.4 The Town shall be responsible to maintain, repair and replace all existing public streets abutting or within the Leased Premises, except those to be abandoned, as well as water mains, sanitary sewer mains and storm sewer lines within such public streets. The Town Board may from time to time and upon application of Lessee accept the dedication of streets which meet Town road standards. As each Site is developed, the Lessee (or any sublessee) may elect to upgrade any of utility facility which upgrade shall be outlined and specified as part of the site plan approval by the Town Planning Board of the Site.

20.5 The Town agrees to close and abandon certain roadways located within the boundaries of the Project, in accordance with a Plan agreed to by the parties. The Town and Developer acknowledge that the Town is permitted by New York State Law to abandon up to 1200 linear feet of roadway per calendar year. Thus, between November 2014 and January 2016, a maximum of 3600 linear feet of roadway may be abandoned. If Developer desires more than 3600 linear feet of roadway to be abandoned, Developer shall develop a schedule of abandonment to ensure that roadways which interfere with the sequence of the construction of the Project are abandoned first.

ARTICLE 21
SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

21.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 18 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Town to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The Town

may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of this Agreement.

21.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

21.2.1 The amount of the total of all installments of rents, less the installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

21.2.2 An amount equal to all reasonable expenses incurred by the Town and not reimbursed in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to reasonable and actual attorney's fees), putting the Leased Premises in order.

21.3 There shall be credited to the account of the Lessee against its survived obligations hereunder the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement, the market value of the occupancy of such portion of the Leased Premises as the Town may itself actually use and occupy during such period. No such use and occupancy shall be, or be construed to be, an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of the Town hereunder.

ARTICLE 22
ESTOPPEL CERTIFICATE;
NON-DISTURBANCE AND RECOGNITION AGREEMENT

22.1 The Town shall, without charge except reasonable attorneys' fees, at any time and from time to time hereafter, within fifteen (15) days after written request of Lessee to do so, certify by written instrument duly executed and acknowledged to any Leasehold Mortgagee or purchaser, or proposed Leasehold Mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request:

(a) whether this Agreement has been supplemented, modified or amended and, if so, the substance and manner of such supplement or amendment;

(b) the validity and force and effect of this Agreement;

(c) the existence of any default hereunder;

(d) the existence of any offsets, counterclaims, or defenses hereto on the part of the Lessee;

(e) the Commencement and Expiration Dates of the Term of this Agreement;

(f) the dates to which any rent or additional rent have been paid; and

(g) any other matters as may be reasonably so requested.

Any such certificate may be issued by the Town supervisor, attorney, zoning enforcement officer or such other authorized person and may be relied upon by the Lessee, sublessee and Leasehold Mortgagee, and the contents of such certificate shall be binding on the Town as it affects such parties. The party requesting such certificate shall reimburse the Town for reasonable and actual legal fees, if any, incurred in connection with such certificate.

22.2 The Town, for the benefit of any proposed sublessee of a Site whose sublease complies with Section 12.2 hereof, shall execute an agreement not to disturb such sublessee so long as the Lease is in full force and effect. The Town shall have the right, but not the obligation, to recognize such sublessee as a direct Lessee of the Town upon termination of this Agreement in the event of default by Lessee and if requested shall deliver a non-disturbance and recognition agreement in recordable form, if (a) Lessee has delivered to the Town a true and complete copy of an outline or abstract of the terms of the proposed sublease, and (b) the Town is provided with a list of all of the principals of the proposed sublessee and bank or other financial company references, and (c) the proposed sublease is (i) with a sublessee whose occupancy would be consistent with the permitted uses hereof, and (ii) in compliance with the terms of this Agreement. The proposed sublessee requesting the recognition agreement shall reimburse the Town for reasonable legal fees, if any, incurred in connection with such agreement.

ARTICLE 23
HOLDING OVER

23.1 No holding over by the Lessee after the termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but the Lessee will by such holding over be deemed a tenant at sufferance and after written notice by the Town to vacate such premises, any continued occupancy thereof by the Lessee shall be a trespass.

23.2 Any holding over by the Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the Town in accordance with Section 19.1 hereof shall make the Lessee liable to the Town for rental equal to 1.25 times the rentals provided for herein and which were in effect at the termination of the Agreement.

23.3 All insurance coverage that the Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as the Lessee, or any of the Lessee's subleases or Lessees occupy the Leased Premises or any part thereof.

ARTICLE 24
NOTICES

24.1 (a) All notices, including communications and statements which are required or permitted under the terms of this Lease, shall be in writing, except as otherwise provided herein.

(b) All notices, requests, demands or other communications with respect to this Lease, whether or not herein expressly provided for, shall be in writing signed by the party or its attorney and shall be deemed to have been duly given only when (i) mailed by United States First-Class, certified or registered mail, postage prepaid, return receipt requested, or (ii) when delivered to a nationally recognized overnight courier service, (iii) by sent by email or facsimile transmittal followed by hard copy as provided in (i) or (ii) above, or (iv) personally delivered to the parties at their respective addresses as first above written. Any such addresses for the giving of notice may be changed by either party by giving notice thereof in writing to the other.

(c) Notices shall be sent to the parties at the following addresses:

If to Lessee:	Greenetrack, Inc. c/o 677 Broadway Albany, NY 12207 Attn: President & CEO
With a copy to:	Hodgson Russ LLP 677 Broadway, Suite 301 Albany, New York 12207 Attn: Robert J. McLaughlin, Esq.
and	[LESSEE'S LEASEHOLD MORTGAGEE - TO BE DETERMINED] _____ _____ _____ Attention: _____
If to Town:	Town Supervisor TOWN OF NEW WINDSOR 555 Union Avenue New Windsor, New Y 6rk 12553
With a copy to:	Office of the Town Attorney Town of New Windsor 555 Union Avenue New Windsor, New York 12553

Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by one party to another.

ARTICLE 25
RIGHT OF FIRST REFUSAL

25.1 Lessee shall have the right of first refusal to purchase the Leased Premises pursuant to this section. If at any time during the Term, the Town shall receive a bona fide offer from a third person for the purchase of the Leased Premises which offer the Town shall desire to accept, the Town shall promptly deliver to Lessee a copy of such offer, and Lessee may within thirty (30) days thereafter elect to purchase the Leased Premises on the same terms as those set forth in such offer. If the Town shall receive an offer for the purchase of the Leased Premises which is not consummated by delivering a deed to the offeror, Lessee's right of first refusal shall remain applicable to subsequent offers. If the Town shall sell the Leased Premises after a failure of Lessee to exercise its right of first refusal, such sale shall be subject to this Lease, and the right of first refusal shall continue and shall be applicable to subsequent sales of the Leased Premises.

ARTICLE 26
MISCELLANEOUS PROVISIONS

26.1 (a) In the event that Lessee or the Town shall be delayed or hindered in or prevented from the performance of any act required hereunder, except for the payment by Lessee of Rent, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, national emergency, acts of God or other reasons of like nature, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, but not beyond the term of this Lease.

(b) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessee and the Town shall have the right at, all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessee or the Town in refraining from so doing at any time or times and further, that the failure of Lessee or the Town at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as a waiver of such enforcement rights, a modification of this Lease, or as having created a custom contrary to the specific terms, provisions and covenants of this Lease.

(c) Each and every provision in this Lease shall bind and shall inure to the benefit of the parties hereto, their legal heirs, representatives, successors and assigns.

(d) Dispute Resolution

(i) Any controversy or claim ("dispute") arising out of or relating to this Agreement shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with

the dispute resolution procedures set forth below. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Any mediation or arbitration shall take place in Orange County, New York or other mutually agreed upon place. Resolution of any dispute will be determined by application of the laws of the State of New York.

(ii) A dispute shall be submitted to mediation by written notice to the other party or parties. In the mediation process, the parties will try to resolve their differences voluntarily with the aid of an impartial mediator, who will attempt to facilitate negotiations. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association ("AAA") at the request of a party. Any mediator so designated must be acceptable to both Parties.

(iii) The mediation will be conducted as specified by the mediator and agreed upon by the parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute.

(iv) The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings.

(v) Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

(vi) If a dispute cannot be resolved within ninety (90) days after the written notice beginning the mediation process (or a longer period, if the Parties agree to extend the mediation), the mediation shall terminate and the dispute will be settled by arbitration. The arbitration will be conducted before a panel of three arbitrators. Each party shall select one arbitrator and a third arbitrator shall be selected by the two arbitrators appointed by the parties. This process shall be followed regardless of the size of the dispute and conduct of the arbitration shall otherwise be in accordance with the Rules of the AAA. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable. shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to abide by and be bound by these procedures.

(vii) In the event that a dispute arises over the payment of money to the Town, then nothing herein shall relieve Developer of the obligation to timely pay the amount of money the Town states is required and Developer's sole

remedy shall be to commence mediation. Provided that the Developer shall commence such mediation, and, if necessary, arbitration, the Developer may pay any such disputed sum to an escrow agent. Such payment to an escrow agent shall not be construed as a default under this Agreement.

(viii) In the event the Town has issued a default notice to Developer, the Developer shall be required to commence mediation within the time period to cure the default as provided herein. If the matter is not settled by mediation, then within ten (10) days of the termination of mediation Developer will either cure the default or commence arbitration. During the pendency of mediation and arbitration proceedings that have been timely commenced, the Town shall not terminate this Agreement.

(ix) The failure of Developer to fully and timely comply with the terms of any arbitration award shall be independent grounds for termination of this Agreement upon thirty (30) days advance written notice to Developer and any Leasehold Mortgagees.

(x) Any mediator or arbitrator shall have no power to award (a) damages inconsistent with this Agreement or (b) punitive damages and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

(xi) All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements, including the New York State Freedom of Information Law. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

(xii) The results of the arbitration will be binding on the parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction.

(e) If any provision of this Lease shall be held by a court in a final non-appealable order or judgment to be invalid or unenforceable, then remainder of the provisions of this Lease shall not be affected thereby and shall be enforceable to the maximum extent allowed by law.

(f) This Lease, and the rights and obligations of the parties hereto, shall be interpreted in accordance with the laws of the State of New York. Lessee hereby consents to the personal jurisdiction of the state and federal courts in the State of New York as to any matter relating to or arising from this Lease. Lessee hereby

irrevocably waives any objection to venue being placed in the Southern District of New York or in Supreme Court, Orange County, New York, in connection with any matter arising from or relating to this Lease. In the event that Lessee commences any action or special proceeding arising from or in connection with this Lease, then Lessee agrees to commence and prosecute such action or special proceeding only in the Southern District of New York or in a state court within Orange County, New York, if the Town or any Town official is a party or may be a witness.

(g) The Town and Lessee each represent that they have dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease other than David R. Baritell from Realty USA (the "Broker"). Lessee shall be solely responsible for the Broker's commission pursuant to the terms of a separate agreement. Each party agrees to hold the other harmless against any claims for brokerage commissions arising out of any conversation or negotiations had by said party with any broker in connection with this Lease.

(h) Any provisions of this Lease which permits or requires a party to take any particular action shall be deemed to permit or require as the case may be, the party to cause such action to be taken.

(i) Unless otherwise provided, each party shall perform its obligations at its own expense.

(j) The headings and subdivisions of the Articles and sections of this Lease have been inserted as a matter of convenience and shall not affect the construction of this Lease.

(k) All exhibits and schedules attached to this Lease shall be considered a part of this Lease.

(l) Words denoting one gender include the other genders, the singular includes the plural, the plural includes the singular.

(m) This Lease may not be cancelled, surrendered or modified orally.

(n) The word "including" means "including but not limited to". The word "may" means "may but shall not be obligated to".

(o) The failure of either the Town or Lessee to insist, in any one or more instances, upon a strict performance of any of the terms of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment thereof.

(p) The Town and Lessee agree to execute, acknowledge and deliver, contemporaneously herewith a memorandum of lease sufficient for recording in the State of New York, and in form and content as set forth in Exhibit "J" attached hereto.

(q) Whenever in this Lease the Town shall bill Lessee shall bill or seek any reimbursement for any expenses from Lessee, such statement for reimbursement shall include copies of invoices or bills with respect thereto.

(r) The obligations and agreements of the Lessee contained herein or in any other document executed by Lessee in connection herewith or supplemental hereto shall be deemed the obligations and agreements of the Lessee, not of any member, officer, agent, or employee of the Lessee in his or her individual capacity, and the members, officers, agents and employees of the Lessee shall not be liable personally hereon or subject to any personal liability or accountability based upon or in respect hereof of any transaction contemplated hereby. The Town shall look only to Lessee's estate and interest in the Leased Premises (or the proceeds thereof) for the satisfaction of the Town's remedies for the collection of a judgment (or other judicial process) regarding the payment of money by Lessee in the event of any default by Lessee hereunder, and no other property or assets of Lessee or its partners or principals (disclosed or undisclosed) shall be subject to levy, execution or other enforcement procedure for the satisfaction of the Town's remedies under or with respect to this Lease, the relationship of the Town and Lessee hereunder or Lessee's use and occupancy of the Leased Premises.

(s) It is mutually agreed between the Town and Lessee that each of them shall, and hereby does, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the Lessee's use or occupancy of the Leased Premises, and any claim of injury or damage related to any of the same.

(t) Whenever this Lease refers to "interest," the same shall be computed at a rate equal to whichever of the following is greater: ten percent (10%) or the "Prime Rate" (as defined herein) plus three percent (3%). If, however, payment of interest at such rate would be unlawful (i.e., violative of the usury statutes or otherwise), then "interest" shall be computed at the maximum lawful rate. "Prime Rate" shall mean the highest "Prime Rate" as published in The Wall Street Journal. The foregoing "interest" shall be called in this Lease the "Lease Interest Rate".

(u) The Town as owner in fee simple of the Leased Premises hereby authorizes Lessee to make application to and appear before the Planning Board of the Town of New Windsor for site plan approval in accordance with all applicable State and local laws.

(v) Each party hereby severally represents that it has been duly authorized to execute, deliver and perform this Lease through its members, officers, manager or agents signing on its behalf and affixing any appropriate seal thereto. The foregoing notwithstanding, this Lease and the resolution of the Town authorizing the Lease is subject to permissive referendum in accordance with the New York State Town Law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

TOWN OF NEW WINDSOR

Witness: _____
Michael Blythe
Town Attorney

By: George A. Green
5/29/14
Its Town Supervisor

Pursuant to Town of New Windsor
Town Board Meeting Dated 5/29/2014

Witness: Hulcie Hampton Little

[Greenstreet, INC]

By: Luther Wins, Jr
Its President

LESSEE'S ACKNOWLEDGMENT

State of ~~New York~~ Alabama)
) ss.:
County of Greene)

On the 29th day of MAY in the year 2014 before me, the undersigned, personally appeared Luther Winn Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

TOWN'S ACKNOWLEDGMENT

State of New York)
) ss.:
County of Orange)

On the 29th day of May in the year 2014 before me, the undersigned, personally appeared Gregory A Quinn, Town Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
#4984065
Commission Expires July 15, 2015

EXHIBITS

Exhibit A	Leased Premises (Map and Metes and Bounds Description)
Exhibit B	Deed from United States of America
Exhibit C	Master Plan
Exhibit D	Form of Attornment and Estoppel Letter
Exhibit E	Performance and Development Standards
Exhibit F	Memorandum of Lease

Exhibit VIII.C.2.c. Total Amount the Applicant has Spent or Proposes to Spend

Exhibit VIII.C.2.c Total Amount the Applicant has Spent or Proposes to Spend to Acquire or Occupy the Land for the Proposed Gaming Facility

Applicant entered into a ninety nine (99) year lease with the Town of New Windsor for the land where the casino will be located. The table below details the annual lease payments required to be made under this lease.

New Windsor Resort & Casino, LLC

Sub-Binder 1: C. Land Construction and Design of Physical Plant

Exhibit VIII.C.2.c. Total Amount the Applicant has Spent or Proposes to Spend

Assumed Lease Start Date		7/1/2014						
Term		100 years						
Adjustment factor		10.00%						
		Annual	*Deferred*	*CPI ADJUSTMENT*	ANNUAL TOTAL	NOTES	YEARS	GRAND TOTAL CASH
Year 1		$ 139,200			$ 139,200		1	$ 139,200
Year 2 & 3	EACH	$ 500,000			$ 500,000		2	$ 1,000,000
Year 4		$1,160,000	$(660,000)		$ 500,000	(1)	1	$ 500,000
Year 5		$1,160,000	$(560,000)		$ 600,000	(2)	1	$ 600,000
Year 6		$1,160,000	$(460,000)		$ 700,000	(3)	1	$ 700,000
Year 7	EACH	$1,160,000	$ 560,000		$1,720,000	(4)	1	$ 1,720,000
Year 8	EACH	$1,160,000	$ 560,000		$1,720,000	(4)	1	$ 1,720,000
Year 9	EACH	$1,160,000	$ 560,000		$1,720,000	(4)	1	$ 1,720,000
Year 10-12	EACH	$1,160,000			$1,160,000		3	$ 3,480,000
Year 13-15	EACH	$1,160,000		$ 116,000	$1,276,000	(5)	3	$ 3,828,000
Year 16-20	EACH	$1,276,000		$ 127,600	$1,403,600	(6)	5	$ 7,018,000
Year 21-25	EACH	$1,403,600		$ 140,360	$1,543,960		5	$ 7,719,800
Year 26-30	EACH	$1,543,960		$ 154,396	$1,698,356		5	$ 8,491,780
Year 31-35	EACH	$1,698,356		$ 169,836	$1,868,192		5	$ 9,340,958
Year 36-40	EACH	$1,868,192		$ 186,819	$2,055,011		5	$ 10,275,054
Year 41-45	EACH	$2,055,011		$ 205,501	$2,260,512		5	$ 11,302,559
Year 46-50	EACH	$2,260,512		$ 226,051	$2,486,563		5	$ 12,432,815
Year 51-55	EACH	$2,486,563		$ 248,656	$2,735,219		5	$ 13,676,097
Year 56-60	EACH	$2,735,219		$ 273,522	$3,008,741		5	$ 15,043,706
Year 61-65	EACH	$3,008,741		$ 300,874	$3,309,615		5	$ 16,548,077
Year66-70	EACH	$3,309,615		$ 330,962	$3,640,577		5	$ 18,202,885
Year 71-75	EACH	$3,640,577		$ 364,058	$4,004,635		5	$ 20,023,173
Year 76-80	EACH	$4,004,635		$ 400,463	$4,405,098		5	$ 22,025,490
Year 81-85	EACH	$4,405,098		$ 440,510	$4,845,608		5	$ 24,228,039
Year 86-90	EACH	$4,845,608		$ 484,561	$5,330,169		5	$ 26,650,843
Year 91-95	EACH	$5,330,169		$ 533,017	$5,863,186		5	$ 29,315,928
Year 96-100	EACH	$5,863,186		$ 586,319	$6,449,504		5	$ 32,247,520
								$ 299,949,925

NOTES

(1) Year 4 Total rent is $1,160,000 of which $660,000 is deferred until Yrs. 7-9. See Note 4

(2) Year 5 Total rent is $1,160,000 of which $560,000 is deferred until Yrs. 7-9. See Note 4

(3) Year 6 Total rent is $1,160,000 of which $460,000 is deferred until Yrs. 7-9. See Note 4

(4) Years 7-9 Total rent is $1,160,000 per year plus one-third ($560,000) of the previous three years deferred amount.

(5) Years 13-15 include a rent adjustment equal to the lesser of the CPI increase over the base year or 2% for the previous five (5) year period for each year subject to a maximum of 10%. In this exhibit 10% was used as the adjustment factor

(6) Every five (5) year period following a CPI adjustment is made based on the previous five (5) year index the same as Note five (5) above.

Exhibit VIII.C.3.a Current Local Zoning Approvals and any Rezoning or Variances that are Required and any Land Use Approval

Exhibit VIII.C.3.a Copies of current local zoning approvals and any rezoning or variances that are required and any land use approvals

The Grand Hudson Resort and Casino is proposed on property currently zoned "Airport (AP)" which accommodates many of the proposed uses associated with this project. The Town of New Windsor, to better address this mixed use proposal, which includes a casino, has created a "Planned Casino Overlay District (PCOD)" which is being affixed to the property that is being leased for the Casino project (a copy of the new Zoning Map and District is attached). The proposed Overlay district requires that the New Windsor Town Board concurrently approve a Master Plan for the site (copy attached), which when approved, will represent the allowed uses and layout of uses on the property.

The Town has created this local law (PCOD), received the required Master Plan, and has scheduled a public hearing (Resolution attached), conducted a coordinated SEQR and completed a County referral under GML section 239. The County (under GML 239) has found that the proposed action will not have any significant inter-municipal or county-wide impacts, and that the law is consistent with the Town and County Comprehensive Plans and with the County's Economic Development Strategy The Town will hold a public hearing on the project on July 2nd, 2014, and based on their recent completion of a full SEQR analysis, the County's response (County's response is attached), the Planning Board's Recommendation for Approval (copy is attached), and public and agency input received on the project over the last few months, anticipates approving this local law in July, 2014.

With this new zoning overlay district in place, the proposed project will be in accordance with all zoning requirements and no variances will be required. The project will require site plan approval from the Town of New Windsor Planning Board, which will be completed over the next few months.

Legend

- Historic District Corridors
- Work Force Housing Overlay
- Senior Overlay District
- Hudson River
- (HC) Highway Commercial
- (LC) Limited Commercial
- (NC) Neighborhood Commercial
- (OLI) Office and Light Industrial
- Parks
- (CL-1) Cluster -1
- (R-1) Rural Residential
- (R-2) Open Space Residential
- (R-3) Suburban Residential (Including two-family)
- (R-4) Suburban Residential (Excluding two-family)
- *Cluster* (R-5) Multiple Residential
- *Rural Residential*
- *R-2 Open Space Residential*
- *R-3 Suburban Residential*
- *R-4 Suburban Residential*
- *R-5 Multiple Residential*
- New York State Forest Preserve
- (AP) Airport
- Watershed Overlay District
- (PI) Planned Industrial
- (MU) Municipal Use
- Planned Casino Overlay District

NOTES: SHEET 1 of 1 *** ADOPTED: OCTOBER 3, 2012 ***
*** 9/13/2013 - Correction - Section 32, Block 1, Lots: 18.1; 18.2; 23.2; 17; 15; 10.21; 10.22; 10.23; 7.2; 8; 11.32; 7.1; 10.24; 16.2 and 16.1 from OLI Zone to R-1 Zone.
*** 9/18/2013 - Correction - Section 35, Block 1, Lots: 9; 20; 21; 23; 70.2; 70.3 from Parks Zone to R-4 Zone.

Town of New Windsor
555 Union Avenue, New Windsor, New York 12553
Telephone: (845) 565-8800
Town Website: http://town.new-windsor.ny.us

ELECTED OFFICIALS

George A. Green, Town Supervisor

Patricia Mullarkey, Councilwoman
Alice Biasotti, Councilwoman
Eric Lunstrom, Councilman
Bonnie Brennan, Councilman
Deborah Green, Town Clerk
Anthony Fayo, Superintendent of Highways
Susan Scheible, Receiver of Taxes

OFFICIAL TOWN OF NEW WINDSOR ZONING DISTRICTS MAP

This is the official Zoning Map of the Town of New Windsor, adopted on September 4, 2003. Signed copies are on file at the Town of New Windsor Town Clerk's Office. The location of the parcel lines are approximate only and are presented solely as a general aid in understanding their approximate location in relation to other mapped features. No matter whatsoever should be placed on the tax parcel depicted in view herein. The parcel lines are neither intended to be nor are they representation of the Orange County's official tax maps prepared and maintained by the Orange County Real Property Tax Department.

I hereby certify this document as the Official Zoning Map for the Town of New Windsor.

Deborah Green, Town Clerk

Date: _____

DISCLAIMER: This map is a product of the Town of New Windsor Information Technology Department. The data depicted here has been developed with extensive cooperation from other Town of New Windsor departments, as well as other Federal, State and County government agencies. The Town of New Windsor and the Town of New Windsor Information Technology Department make no representation as to the accuracy of the information in the mapping data, but rather provide said information as is. The Town of New Windsor and the Town of New Windsor Information Technology Department expressly disclaim responsibility for damages or liability that may arise from the use of this map.

N W E S

1 inch = 222 feet

Town of New Windsor

Local Law No.. ___ of the year 2014

A Local Law amending Chapter 300 of the Code of the Town of New Windsor; amending the Zoning Map of the Town of New Windsor; and creating a new Planned Casino Overlay District ("PCOD").

Be it enacted by the Town Board of the Town of New Windsor as follows:

SECTION 1. FINDINGS

A. The Upstate New York Gaming Economic Development Act of 2013 (the "Act") authorizes licensing of casinos. One such gaming facility with associated resort and retail uses is being proposed in the Town of New Windsor pursuant to the Act. The appropriate location for such a gaming facility and its associated uses is on property that is immediately west of Stewart International Airport and is connected by existing four lane roads directly to Interstate 84.

B. The Town Board has determined that a site of approximately 140 acres adjacent to Stewart International Airport (the "Property") is suitable for development as a full service casino with associated uses. The Property underwent a thorough SEQR analysis for a project known as New York International Plaza and was subsequently approved on August 27, 2003 for substantial development which never came to fruition. Since this time, updated environmental analysis was prepared in the form of an expanded Part 3 Environmental Assessment Form which was adopted by the New Windsor Town Board May 29, 2014. Rezoning the Property to allow a full service casino and associated uses will include less total development than was considered under the previous SEQR and is consistent with the Town and County Comprehensive Plans as it expands the local tourism base, provides employment opportunities and promotes economic development that is important for the protection of the public's health, safety and welfare.

C. In order to assure that the mix of uses, as well as their size, configuration, and location is appropriate, this Local Law requires the Town Board to approve a Master Plan which will delineate the approved uses and development for the Planned Special Overlay District. The Master Plan shall be adopted as part of this local law. All development within the Planned Casino Overlay District shall be in substantial conformity with the Master Plan and shall require site plan approval by the Planning Board.

D. The Town has entered into a Ground Lease for the property and although the leased area will remain under Town ownership, the creation of a Planned Casino Zoning District is necessary to allow the development of the proposed full service casino and gaming facility in accordance to the attached Master Plan.

SECTION 2. ESTABLISHMENT OF DISTRICT; PURPOSE AND INTENT

Section 300-3 of the Town Zoning Law is amended to establish the Planned Casino Overlay District - PCOD. The purpose of the PCOD is to authorize casinos and associated uses

consistent with the goals and objectives of the Town's Comprehensive Plan, pursuant to the Upstate New York Gaming Economic Development Act of 2013, and consistent with an approved Master Plan for the PCOD.

SECTION 3. ZONING MAP

The Zoning Map of the Town of New Windsor created in Town Zoning Law § 300-4 is amended to create an overlay district which shall supersede existing zoning districts on the following Property and to establish and map the Planned Casino Overlay District on the following Properties: 3-1-50.32, 3-1-51, 3-1-55.22, 3-1-66, 3-1-67, 91-1-15, 91-1-16, 91-1-19, 91-1-20, 91-1-21, 97-2-72.2, and a portion of 91-1-14.2 east of Raz Avenue, as shown on the attached map (See Attachment A).

SECTION 4. CONFORMITY TO MASTER PLAN; SITE PLAN REVIEW

A. All development within the Planned Casino Overlay District shall be in substantial conformity with a Master Plan for the District to be approved by the Town Board concurrent with the adoption of this Local Law and made a part hereof.

B. The Planned Casino Overlay District shall include the following uses:

(1) full service casino and gaming facility;
(2) full service hotel, with swimming pool(s), spa, fitness center, and other similar amenities;
(3) conference center, with meeting rooms;
(4) retail stores and shops;
(5) restaurants; and
(6) parking

C. The Planned Casino Overlay District may include the following uses:

(1) personal service establishments, such as hair salon, wellness center; and
(2) movie theater

D. Other compatible and appropriate uses may be authorized by the Town Board by future amendment of the Master Plan.

E. The Master Plan shall show:
(1) the approximate size, location, height, and configuration of all development and uses within the District;
(2) the location, size and capacity of all parking facilities structures; and
(3) the approximate location of internal roads and other significant infrastructure and utilities.

F. The lessee of the Property within the District shall apply to the Planning Board for site plan approval consistent with Town Zoning Law § 300-86. Town approvals will be conditioned on the receipt of a license from the New York State Gaming Commission. The

approved site plan shall substantially conform to the Master Plan and applicable provisions of the Town Zoning Law which are not otherwise superseded by this overlay district and shall among other things address: signage, streetscape, architectural design, lighting, sidewalks and site circulation, off street parking and loading, and drainage.

SECTION 5. SEVERABILITY

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

SECTION 6. CONFLICT WITH OTHER LAWS

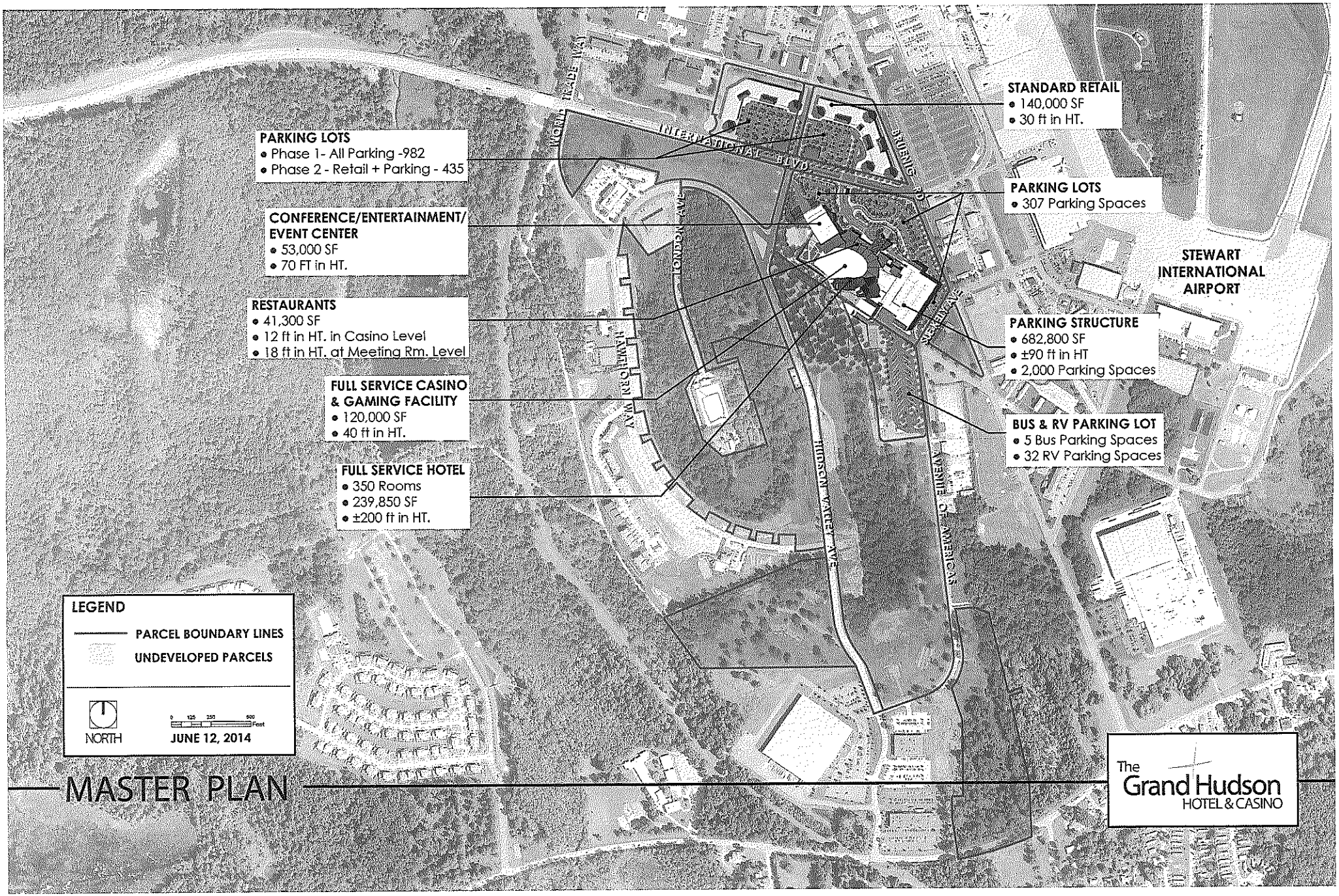
Where this Law differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State or federal government, the more restrictive or protective of the Town and the public shall apply.

SECTION 7. EFFECTIVE DATE

This Local Law shall take effect upon filing with the Secretary of State of the State of New York.

SECTION 8. AUTHORITY.

This Local Law is enacted pursuant to the Municipal Home Rule Law. This Local Law shall supersede the provisions of Town Law to the extent it is inconsistent with the same, and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute.



MASTER PLAN

The Grand Hudson HOTEL & CASINO

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, New York 12553
Telephone/Fax: (845) 563-4611

OFFICE OF THE TOWN CLERK
DEBORAH GREEN

I, **DEBORAH GREEN**, Town Clerk of the Town of New Windsor in the County of Orange, State of New York, **HEREBY CERTIFY** that the attached extract of the Minutes has been compared by me with the Minutes of the Special Town Board Meeting of the Town of New Windsor in the County of Orange, State of New York, held on the 16th day of June 2014, and the same is a true and correct transcript therefrom and of the whole thereof so far as the same relates to the subject matter referred to.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this 16th day of June 2014.

Town Seal

Deborah Green, Town Clerk
Town of New Windsor

#3 On Agenda: **Motion – Call Public Hearing – Amend Chapter 300, Zoning Local Law for Planned Casino Overlay District**

Motion by Councilwoman Biasotti, seconded by Councilwoman Mullarkey, that the Town Board of the Town of New Windsor adopt the following:

WHEREAS, the Town Board of the Town of New Windsor has a local law before it entitled: "A Local Law amending Chapter 300 of the Code of the Town of New Windsor; amending the Zoning Map of the Town of New Windsor; and creating a new Planned Casino Overlay District ("PCOD")"; and

WHEREAS, the purpose of the PCOD is to authorize casinos and associated uses consistent with the goals and objectives of the Town's Comprehensive Plan, pursuant to the Upstate New York Gaming Economic Development Act of 2013, and consistent with an approved Master Plan for the PCOD;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the above local law; and
2. That the proposed local law be forwarded to the Orange County Department of Planning for review and report; and
3. That the proposed local law be forwarded to the Town of New Windsor Planning Board for review and report; and
4. That the Town Board does hereby authorize the Town Supervisor to sign the EAF Part I; and
5. That the Town Board does hereby determine that this is a Type I action under SEQR; and
6. That the Town Board does hereby declare itself to be lead agency under SEQR for the review of this action, as the Town Board is the only agency with approval authority over this action, and
7. That a public hearing on the proposed local law be set for July 2, 2014 at 7:00 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

Roll Call: All Ayes *Motion Carried: 5-0*

Orange County Department of Planning

Steven M. Neuhaus
County Executive

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

David E. Church, AICP
Commissioner
www.orangecountygov.com/planning
planning@orangecountygov.com

County Reply – Mandatory Review of Local Planning Action as per NYS General Municipal Law §239-l, m, &n

Local Referring Board: Town of New Windsor Town Board **Referral ID #:** NWT10-14M

Applicant: Town of New Windsor **Tax Map #:** N/A

Proposed Action: Local Law to include a Planned Casino Overlay District. **Local File #:** N/A

Reason for County Review: Adoption of a Local Law which affects planning and/or zoning within 500 feet of State and County highways and municipal boundaries.

Date of Full Statement: June 17, 2014

Comments:

County Planning is in receipt of the GML §239 referral for the above referenced Local Law. Based upon our review of the submitted materials, our office has found no evidence that significant inter-municipal or county-wide impacts would result from its approval. The location of the Planned Casino Overlay Zone is within one of Orange Counties' identified Priority Growth Areas; therefore development that is sensitive to the surrounding resources is encouraged. The Local Law is generally consistent with the portions of the Town's latest *Comprehensive Plan Update* which discuss development at the airport and major economic development areas. The Local Law is further in general conformance with the *Orange County Comprehensive Plan* and the Draft *Orange County Economic Development Strategy*, both having sections dedicated to promoting the Arts, Recreation and Tourism throughout the County.

Mitigation of actual potential impacts associated with the development of a casino/resort and regional tourist destination such as traffic, stormwater, fiscal impact and impact to community and county facilities and services can be addressed through the planning and SEQRA process when more detailed plans and environmental information are submitted for review by the Applicant to the Town of New Windsor.

Finally, our office would like to include the following as advisory comments with regard to the Local Law:

1. Our understanding of the Local Law is that the The Grand Hudson Hotel & Casino Master Plan will be incorporated into the Town's *Master Plan/Comprehensive Plan* in order to support the Local Law. County Planning recommends that the *Master Plan* amendments speak to a future project generically rather than one that specifically is tied to the current proposal by Greentrack Inc. for The Grand Hudson Hotel & Casino.

County Recommendation: Local Determination

Date: June 23, 2014
Prepared by: Chad M. Wade, R.L.A.
Planner

David Church, AICP
Commissioner of Planning

As per NYS General Municipal Law 239-m & n, within 30 days of municipal final action on the above referred project, the referring board must file a report of the final action taken with the County Planning Department. For such filing, please use the final action report form attached to this review or available on-line at www.orangecountygov.com/planning.

Town of New Windsor

555 Union Avenue
New Windsor, New York 12553-6196
Telephone: (845) 563-4618
Fax: (845) 563-4605

Office of the Planning Board

June 26, 2014

RECEIVED
JUN 27 2014
TOWN OF NEW WINDSOR
ATTORNEY'S OFFICE

Town Board
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553
Attn: George A. Green, Town Supervisor

Re: Greenetrack, Inc. at New Windsor – Planned Casino Overlay District

Dear Supervisor Green and Town Board Members:

At the Planning Board's June 25, 2014 meeting, the Board authorized me to submit a report to the Town Board regarding the proposed amendment to Chapter 300, specifically Section 300-3, and Section 300-4 of the Town of New Windsor Zoning Law. Please consider this letter as the Planning Board's report.

On June 16, 2014 the Town Board introduced a Local law to amend its zoning map to create the Planned Casino Overlay District on 140 acres of Town-owned property immediately adjacent to Stewart International Airport to allow for a full service gaming and casino facility consistent with the Upstate New York Gaming Economic Development Act of 2013. The establishment of the PCOD and an amendment to the Zoning Map of the Town of New Windsor have been proposed to authorize a casino and associated uses consistent with the goals and objectives of the Town's Comprehensive Plan.

The Planning Board has reviewed and discussed the PCOD and the amendment to the Zoning Map. In reviewing the particulars of the PCOD and the amendment to the Zoning Map, the Planning Board finds that the following principles have been met in the proposed plan:

1. The proposed change to include the PCOD is consistent with the aims and principles embodied in the Town of New Windsor Zoning Law and with the particular districts concerned in proximity to Stewart International Airport.

2. The PCOD and in particular the site's location adjacent to Stewart International Airport is well-suited for a full service casino and associated uses, and it will

expand the local tourism base, and have a positive impact on tourism and economic development, and areas and uses throughout the Town of New Windsor.

3. The PCOD will not have indirect implications on other regulations in the Town of New Windsor.

4. The PCOD and the amendment to the Zoning Map to authorize casinos and associated uses are consistent with the goals and objectives of the Town's Comprehensive Plan.

5. The PCOD and the amendment to the Zoning Map are appropriate adjacent to Stewart International Airport, as the site is suitable for a full service casino and associated uses. The site previously underwent a lengthy review pursuant to the State Environmental Quality Review Act (SEQRA) for a project known as New York International Plaza, and PCOD will assure a mix of uses, with appropriate sizes, and configurations that are appropriate giving the PCOD's location.

6. The Planning Board understands that the Town Board is in communications regarding the police, fire, and other emergency service providers regarding the PCOD to confirm their adequacy for the proposed facility, and existing Community service and public facilities, including existing roads will provide adequate access to the proposed casino facilities via I-84 and International Boulevard, with secondary access to the site via NYS Route 207 and Breuing Road. At this time, community service would to be sufficient, with some mitigation required to serve the needs of other uses likely to be constructed as a result of the development.

7. The Town's Comprehensive Plan has identified the lands around Stewart International Airport as a location for economic development and job creation. It specifically recommends that the Town should encourage airport related development such as hotels, conference centers and other uses. New development should reflect a combination of destination uses that would benefit from the Airport and surrounding regional highway system, and uses that will serve and support the immediate region. The proposed use is consistent with these goals and recommendations.

8. The PCOD and the amendment to the Zoning Map to authorize casinos and associated uses reflect a combination of destination uses that would benefit from the Airport and surrounding regional highway system, and uses that will serve and support the immediate region, which are consistent with the goals and objectives of the Town's Comprehensive Plan.

9. The PCOD and the amendment to the Zoning Map positively impacts on the total residential capacity of the Town, and the Town of New Windsor has sufficient new land and redevelopment opportunities to accommodate the growth that could be expected from these amendments.

As a result, the Planning Board recommends that the Town Board adopt the proposed Planned Casino Overlay District and the respective amendment to the Zoning Map. The Planned Casino Overlay District and the amendment to the Zoning Map to authorize casinos and associated uses are consistent with the goals and objectives of the Town's Comprehensive Plan.

Thank you.

Very truly yours,

GENARO ARGENIO
Chairman
Town of New Windsor Planning Board

cc: Town of New Windsor Planning Board
Michael D. Blythe, Esq.
Mark Edsall, P.E., P.P., Planning Board Engineer

Exhibit VIII.C.3.b Description of the Applicable Zoning Designation for the Project Site

The Town is adopting a new zoning overlay district, Planned Casino Overlay District ("PCOD"), which is being attached to the Greenetrack site. In accordance with the PCOD, the allowed uses and layout of uses will be governed by an approved Master Plan. Attached to this exhibit are the PCOD Local Law, the Town Zoning Map illustrating this overlay area, and the Master Plan which represents the allowed uses and configuration of the uses on the site.

Town of New Windsor

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C. In order to assure that the mix of uses, as well as their size, configuration, and location is appropriate, this Local Law requires the Town Board to approve a Master Plan which will delineate the approved uses and development for the Planned Special Overlay District. The Master Plan shall be adopted as part of this local law. All development within the Planned Casino Overlay District shall be in substantial conformity with the Master Plan and shall require site plan approval by the Planning Board.

D. The Town has entered into a Ground Lease for the property and although the leased area will remain under Town ownership, the creation of a Planned Casino Zoning District is necessary to allow the development of the proposed full service casino and gaming facility in accordance to the attached Master Plan.

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B. The Planned Casino Overlay District shall include the following uses:

(1) full service casino and gaming facility;
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E. The Master Plan shall show:
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F. The lessee of the Property within the District shall apply to the Planning Board for site plan approval consistent with Town Zoning Law § 300-86. Town approvals will be conditioned on the receipt of a license from the New York State Gaming Commission. The

approved site plan shall substantially conform to the Master Plan and applicable provisions of the Town Zoning Law which are not otherwise superseded by this overlay district and shall among other things address: signage, streetscape, architectural design, lighting, sidewalks and site circulation, off street parking and loading, and drainage.

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This Local Law is enacted pursuant to the Municipal Home Rule Law. This Local Law shall supersede the provisions of Town Law to the extent it is inconsistent with the same, and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute.

Legend

- Historic District Corridors
- Work Force Housing Overlay
- Senior Overlay District
- Hudson River
- (HC) Highway Commercial
- (LC) Limited Commercial
- (NC) Neighborhood Commercial
- (OLI) Office and Light Industrial
- Parks
- (CL-1) Cluster -1

Cluster

- (R-1) Rural Residential
- (R-2) Open Space Residential
- (R-3) Suburban Residential (Including two-family)
- (R-4) Suburban Residential (Excluding two-family)
- (R-5) Multiple Residential

Rural Residential

R-2 Open Space Residential

R-3 Suburban Residential

R-4 Suburban Residential

R-5 Multiple Residential

- New York State Forest Preserve
- Planned Casino Overlay District
- (AP) Airport
- Watershed Overlay District
- (PI) Planned Industrial
- (MU) Municipal Use

NOTES: SHEET 1 of 1 * ADOPTED: OCTOBER 3, 2012 *****
***** 9/13/2013 - Correction - Section 32, Block 1, Lots: 18.1; 18.2; 23.2; 17; 15; 10.21; 10.22; 10.23; 7.2; 8; 11.32; 7.1; 10.24; 16.2 and 16.1 from OLI Zone to R-1 Zone.**
***** 9/18/2013 - Correction - Section 35, Block 1, Lots: 9; 20; 21; 23; 70.2; 70.3 from Parks Zone to R-4 Zone.**

Town of New Windsor
555 Union Avenue, New Windsor, New York 12553
Telephone: (845) 565-8800
Town Website: http://town.new-windsor.ny.us

ELECTED OFFICIALS

George A. Green, Town Supervisor

Patricia Mullaney, Councilwoman
Alice Blasetti, Councilwoman
Eric Lumstrom, Councilman
Bonnie Brennan, Councilman
Deborah Green, Town Clerk
Anthony Faye, Superintendent of Highways
Susan Schaible, Receiver of Taxes

OFFICIAL TOWN OF NEW WINDSOR ZONING DISTRICTS MAP

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I hereby certify this document as the Official Zoning Map for the Town of New Windsor.

Deborah Green, Town Clerk

Date: _____

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N W E S

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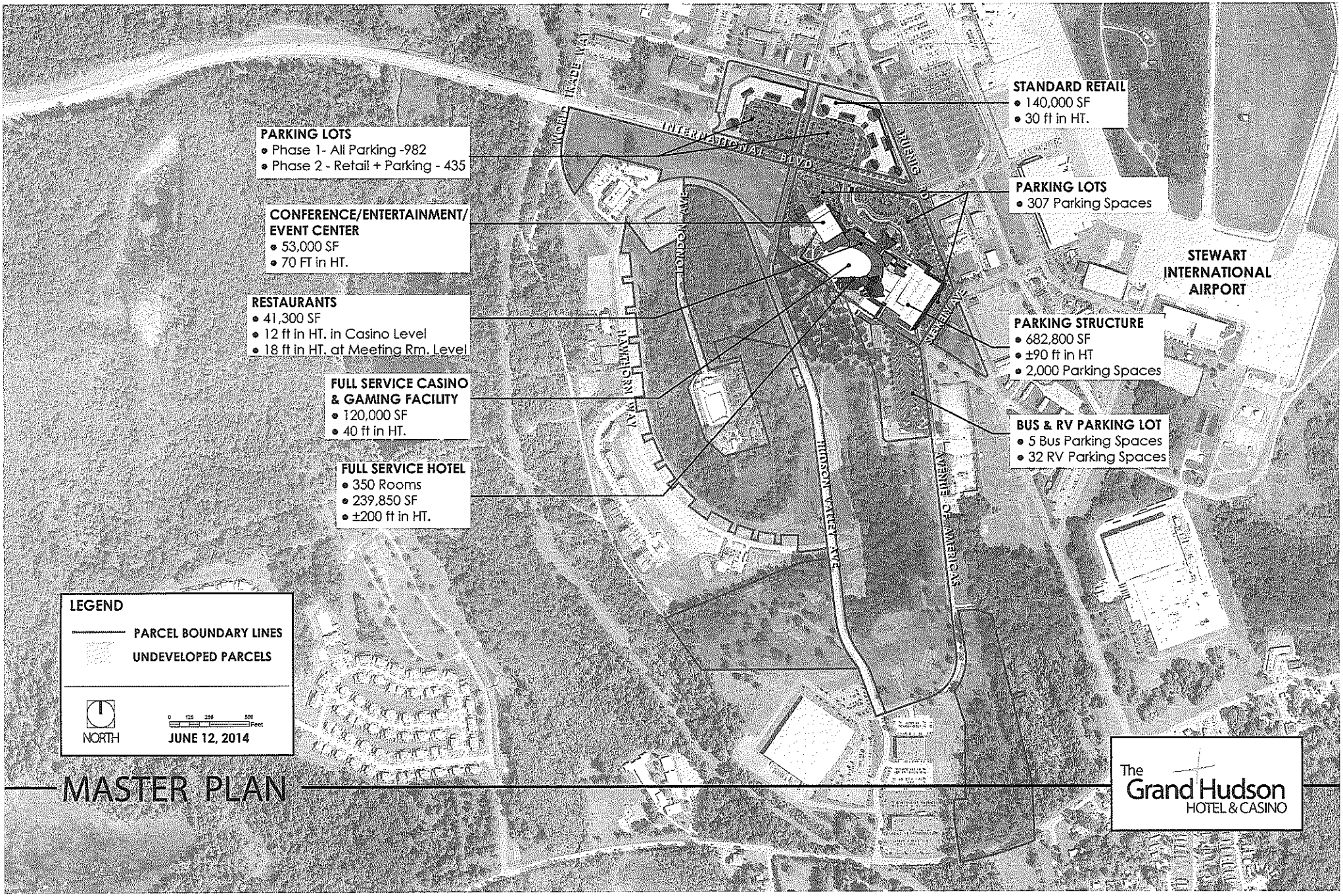

MASTER PLAN

The Grand Hudson HOTEL & CASINO

Exhibit VIII.C.3.c State and/or Local Permits or Special Use Permits that the Applicant must obtain for the Project Site

Exhibit VIII.C.3.c List of any State and/or Local Permits or Special Use Permits that the Applicant must obtain for the Project Site

The following Local and State approvals/permits have been identified for this project (and the chart also identifies the status of these approvals, the procedure needed, and potential conditions):

	APPROVAL (AGENCY)	STATUS	COMMENTS/CONDITIONS
1	Leasing of Property (**New Windsor Town Board**)	Agreement in Place	Host Community Agreement has all conditions
2	State Environmental Quality Review (SEQR) Completions (**New Windsor Town Board**)	Town issued a SEQR Negative Declaration on 5/29/14 thus completing the process (see SEQR Exhibit)	None; This was not a conditional Negative Declaration
3	New Zoning District creation and rezoning of site (**New Windsor Town Board**)	In Progress; Zoning overlay district to be in place and property to be rezoned in July, 2014	Planned Casino Overlay District (PCOD) created for this site
4	Site Plan Approval (**New Windsor Planning Board**)	Site Plan submitted Approval in September/ October	Planning Board will review over 2-3 month period (includes County referral), SEQR already Completed. No conditions anticipated
5	Sewer line removal & extension and improvements at waste water treatment plant (**Department of Health**)	Improvements identified, design being completed, and approvals at time of licensure.	These were conditions of the Host Community agreement. The DOH will not have conditions
6	Water line removals and extension and Public Improvement Permit (**New Windsor Town Board**)	Design being completed, approvals at time of site plan approval	Typically, no conditions are placed on these approvals; have to meet Town Public Improvement Permit requirements
7	Stormwater- SPDES (**NYSDEC, Town of New Windsor**)	To be submitted at time of site plan approval and in place at time of licensure	Site Plans and stormwater plans being developed, and will be submitted to the Town and NYS for issuance of permit
8	Highway improvement Projects (**NYSDOT, and New Windsor Town Board**)	Projects identified and to be submitted for approval when plans completed; after licensure	Projects identified during SEQR process and included in Host Agreement as conditions
9	Highway Work Permit (**NYSDOT and Town of New Windsor**)	Design being completed, obtain at time of construction	Standard Highway work permit conditions
10	Building Permits (**Town of New Windsor**)	Building design in progress, submittal in October/November and permit after licensure	Standard Town Building permit conditions. **Presently have obtained demolition and site clearing permits**