



Department of  
Environmental  
Conservation

## BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

**1. Check the appropriate box(es) below based on the nature of the amendment modification requested:**

Amendment to modify the existing BCA: [check one or more boxes below]

- Add applicant(s)
- Substitute applicant(s)
- Remove applicant(s)
- Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached?  Yes  No

1b.  Change in ownership  Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

**Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

**2. Required: Please provide a brief narrative on the nature of the amendment:**

Application to correct the metes and bounds description of the Premises to remove the lands underwater that are part of the same tax lot, but not part of the Brownfield Cleanup Agreement or the area that will be subject to an environmental easement.

**\*Please refer to the attached instructions for guidance on filling out this application\***

**\*Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves a non-insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.\***

Section I. Current Agreement Information			
BCP SITE NAME: Beacon Terminal		BCP SITE NUMBER: C314117	
NAME OF CURRENT APPLICANT(S): Beacon Terminal Associates, L.P. // Scenic Beacon Developments, LLC			
INDEX NUMBER OF AGREEMENT: A3-053-0307		DATE OF ORIGINAL AGREEMENT: 06-01-07	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul>			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>3. Describe Requestor's Relationship to Existing Applicant:</p>			

**Section III. Current Property Owner/Operator Information (only include if new owner/operator)**  
**Owner below is:**  Existing Applicant  New Applicant  Non-Applicant

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site?  Yes  No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?  Yes  No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site?  Yes  No  
 Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment.  Yes  No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information.  Yes  No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?  Yes  No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?  Yes  No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?  Yes  No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?  Yes  No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?  Yes  No
11. Are there any unregistered bulk storage tanks on-site which require registration?  Yes  No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

**If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

12. Requestor's Relationship to Property (check one):

Prior Owner  Current Owner  Potential /Future Purchaser  Other \_\_\_\_\_

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached?  Yes  No

**Note: a purchase contract does not suffice as proof of access.**

**Section V. Property description and description of changes/additions/reductions (if applicable)**

1. Property information on current agreement:

ADDRESS 555 South Avenue

CITY/TOWN Beacon, New York

ZIP CODE 12508

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 11.077

Parcel Address	Section No.	Block No.	Lot No.	Acreage
555 South Avenue, Beacon, New York	5954	16	751258	11.077

2. Check appropriate boxes below:

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Added by Parcel

Total acreage to be added: \_\_\_\_\_

Reduction of property

2b. PARCELS REMOVED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Removed by Parcel
555 South Avenue, Beacon, New York	5954	16	751258	.629

Total acreage to be removed: .629

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

**3. TOTAL REVISED SITE ACREAGE:** 10.448

**Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.**

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>From ECL 27-1405(31):</b>	
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

<b>Existing Agreement Information</b>	
BCP SITE NAME: Beacon Terminal	BCP SITE NUMBER: C314117
NAME OF CURRENT APPLICANT(S): Beacon Terminal Associates, L.P. // Scenic Beacon Developments, LLC	
INDEX NUMBER OF AGREEMENT: A3-053-0307	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 06-01-07	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

<b>Statement of Certification and Signatures: New Requestor(s) (if applicable)</b>
(Individual)  I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.  Date: _____ Signature: _____  Print Name: _____
(Entity)  I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.  Date: _____ Signature: _____  Print Name: _____

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

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

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am President (title) of Beacon Terminal Associates, L.P. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. William S. Ehrlich's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/15/2021 Signature: William S Ehrlich

Print Name: William S. Ehrlich, President, Beacon Terminal Associates, L.P.  
by Beacon Terminal Corp., its general partner

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

**NOTE: Applications submitted in fillable format will be rejected.**

Status of Agreement:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 06/01/07

Signature by the Department:

DATED: 05/04/21

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director  
Division of Environmental Remediation

Site Code: C314117

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

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

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Managing Member (title) of Scenic Beacon Developments, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Rodney Weber's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/11/2021 Signature: \_\_\_\_\_

Print Name: Scenic Beacon Developments, LLC,  
by Rodney Weber, Managing Member



**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

**NOTE: Applications submitted in fillable format will be rejected.**

Status of Agreement:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

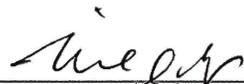
A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: 06/01/07

Signature by the Department:

DATED: 05/04/21

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:   
\_\_\_\_\_  
Michael J. Ryan, P.E., Director  
Division of Environmental Remediation

**SUBMITTAL INFORMATION:**

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

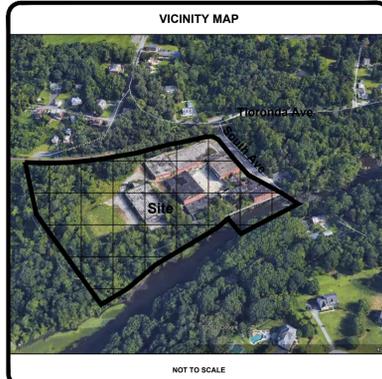
- **NOTE: Applications submitted in fillable format will be rejected.**

---

**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_



VICINITY MAP

NOT TO SCALE

**SURVEY NOTES**

- Copyright TEC Land Surveying. All Rights Reserved. Reproduction or copying of this document may be a violation of copyright law unless permission of the author and / or copyright holder is obtained.
- Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
- Only boundary survey maps with the surveyor's embossed or red inked seal are genuine true and correct copies of the surveyor's original work and opinion. A copy of this document without a proper application of the surveyor's embossed or red inked seal should be assumed to be an unauthorized copy.
- Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.
- The certifications herein are not transferable.
- The location of underground improvements or encroachments are not always known and often must be estimated. If any underground improvements or encroachments exist or are shown, the improvements or encroachments are not covered by this certificate.
- Subject to covenants, easements, restrictions, conditions and agreements of record.
- Subject to any right, title or interest the public may have for highway use.
- Per Filed Map 10235 and Liber 1977 Page 536 the owner of Parcel No. 1 shall have the right of vehicular ingress and egress over the existing access road running along the northerly property line to the existing parking lot west of building #7 and then over and through the existing delineated drive areas southerly to five designated parking spaces on the southerly side of said parking lot.
- Per Filed Map 10235 and Liber 1977 Page 536 the owner of Parcel No. 1 shall have a pedestrian access easement for the area between the north edge of Fishkill Creek and four (4) feet north of the centerline of the City of Beacon sewer line running from South Avenue. The pedestrian easement then combines with a limited vehicular access easement which lies between the edge of Fishkill Creek and the centerline of the City of Beacon sewer line and maybe used by emergency and construction vehicles accessing Parcel 1.
- Per Filed Map 10235 and Liber 1977 Page 536 the owner of Parcel No. 1 shall have the right of ingress and egress over the existing "Fisherman's Trail" running from the southerly side of the existing designated parking areas on said parking lot to the access easement described in note #11. Said access will be for pedestrian use, and for vehicular use by the emergency vehicles and for vehicles used in construction of the trails on Parcel 1.
- The location of the "Fisherman's Trail" as shown on FM 10235 appears to have been relocated due to topography.
- Per Filed Map 10235 and Liber 1977 Page 536 the owner of Parcel No. 1 shall have a permanent non-exclusive 20-foot-wide easement for vehicular ingress, egress and utilities running through the northerly portion of Parcel II and skirting the CHG & E substation. If necessary, this easement may be relocated by the owner of Parcel II at its sole expense in the event of any new structures or improvements on Parcel No. II. In the event of relocation, the owner of Parcel II shall take all responsible measures to minimize inconvenience to the owner of Parcel No. I, and at no time shall the owner of Parcel No. II be prevented from accessing to Parcel No. I. City review and approval shall be obtained prior to relocation of the easement.
- Per Filed Map 10235 and Liber 1977 Page 536 the Preservation easement - This area is to remain a natural buffer between Parcel No. I and Parcel No. II.
- Per Filed Map 10235 and Liber 1977 Page 536 the owner of Parcel No. II shall retain the right to install and maintain existing and future drainage structures over and through Parcel No. I.
- Bearings shown hereon are referenced to NAD-83 NYS Plane East using NYSNET RTN GPS.
- Contour interval is one foot. Elevations shown hereon are referenced to NAVD 88 using NYSNET RTN GPS.

**FILED MAP REFERENCE**

Survey shown hereon depicts Parcel II as shown on a map entitled "Subdivision Map For Beacon Terminal Associates, L.P." prepared by Peter R. Hustis, L.L.S. and filed in the Dutchess County Clerks office on April 18, 1996 as Map No. 10235.

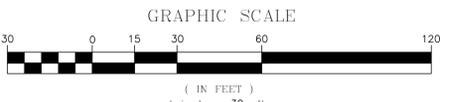
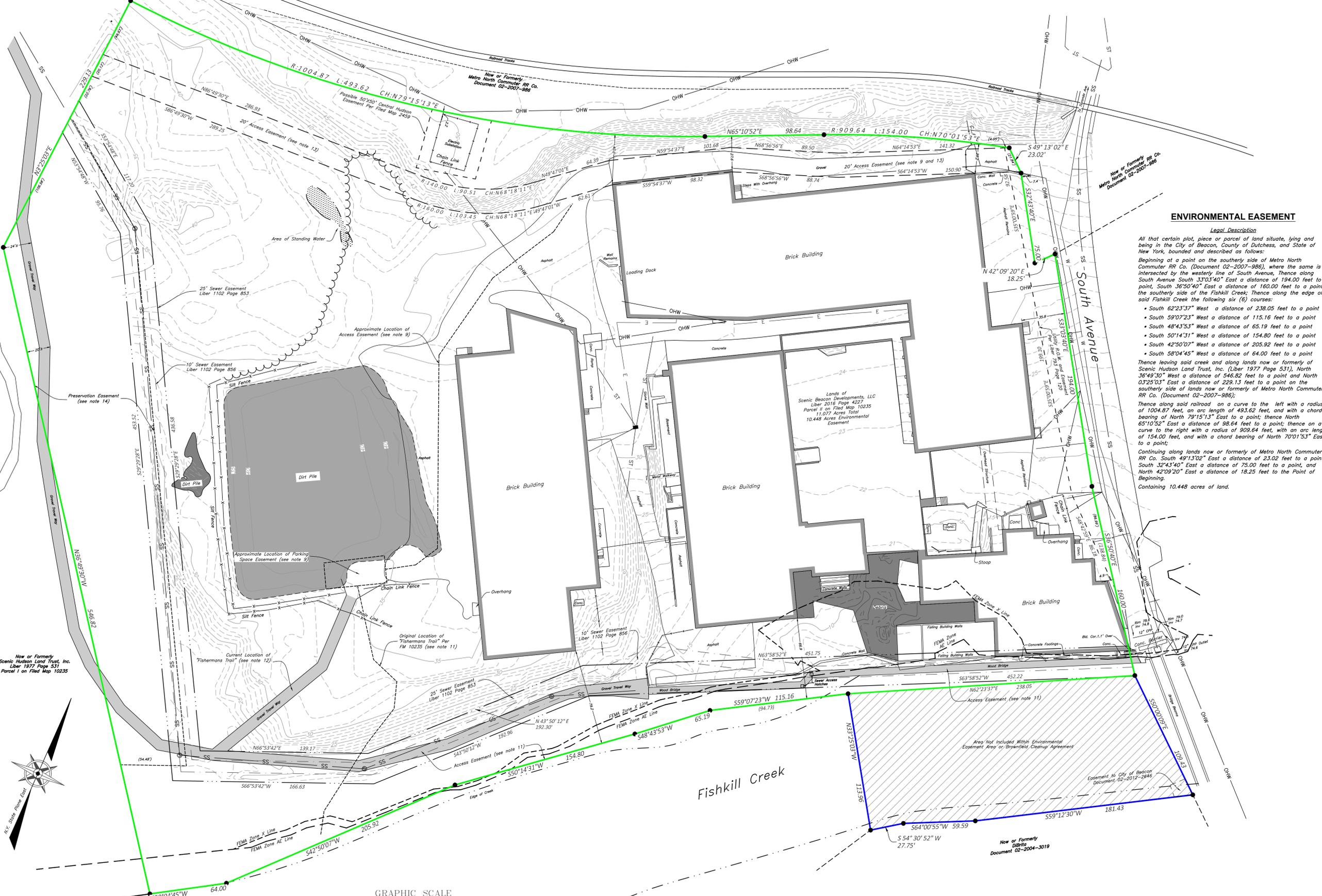
Map entitled "Wood Pole Line on Property of Beacon Terminal Corp." prepared by Schuerman & Frost Engineers and filed in the Dutchess County Clerks office on January 8, 1951 as Map No. 2354.

Map entitled "Beacon Terminal Property proposed development" filed in the Dutchess County Clerks office on September 12, 1952 as Map No. 2459.

tax id	5954-16-751258
address	555 TIORONDA AVE
date	12/03/2020
scale	1"=30'
project no.	16-009
project name	555 TIORONDA AVE
sheet	1 OF 1

**ENVIRONMENTAL EASEMENT**

**Legal Description**  
 All that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, bounded and described as follows:  
 Beginning at a point on the southerly side of Metro North Commuter RR Co. (Document 02-2007-986), where the same is intersected by the westerly line of South Avenue, thence along South Avenue South 33°03'40" East a distance of 194.00 feet to a point, South 36°50'40" East a distance of 160.00 feet to a point the southerly side of the Fishkill Creek; thence along the edge of said Fishkill Creek the following six (6) courses:  
 • South 62°23'37" West a distance of 238.05 feet to a point  
 • South 59°07'23" West a distance of 115.16 feet to a point  
 • South 48°43'53" West a distance of 65.19 feet to a point  
 • South 50°14'31" East a distance of 154.80 feet to a point  
 • South 42°50'07" West a distance of 205.92 feet to a point  
 • South 58°04'45" West a distance of 64.00 feet to a point  
 Thence leaving said creek and along lands now or formerly of Scenic Hudson Land Trust, Inc. (Liber 1977 Page 531), North 36°49'30" West a distance of 546.82 feet to a point and North 03°25'03" East a distance of 229.13 feet to a point on the southerly side of lands now or formerly of Metro North Commuter RR Co. (Document 02-2007-986),  
 Thence along said railroad on a curve to the left with a radius of 1004.87 feet, an arc length of 493.62 feet, and with a chord bearing of North 79°15'13" East to a point; thence North 65°10'52" East a distance of 98.64 feet to a point; thence on a curve to the right with a radius of 909.64 feet, with an arc length of 154.02 feet, and with a chord bearing of North 70°01'53" East to a point;  
 Continuing along lands now or formerly of Metro North Commuter RR Co. South 49°13'02" East a distance of 23.02 feet to a point, South 32°43'40" East a distance of 75.00 feet to a point, and North 42°09'20" East a distance of 18.25 feet to the Point of Beginning.  
 Containing 10.448 acres of land.



This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at "derweb@dec.ny.gov."

**CERTIFICATIONS**

- Scenic Beacon Developments, LLC;
- Rombout Abstract Company; and
- Westcor Land Title Insurance Company

**DEED REFERENCE**

Liber 1731 Page 16  
 Beacon Terminal Corp.  
 To  
 Sherman E. Weiser and Norman Weiser, Co-Partners  
 d/b/a Beacon Terminal Associates  
 December 23, 1986

**TEC LAND SURVEYING**  
 831 ROUTE 52, SUITE 2C, FISHKILL, NY 12524  
 845.445.6590

rev.	date	description

555 TIORONDA AVE  
**ENVIRONMENTAL EASEMENT SURVEY**  
 NOW OR FORMERLY LAND OF  
**SCENIC BEACON DEVELOPMENTS, LLC**  
 CITY OF BEACON, COUNTY OF DUTCHESS, STATE OF NEW YORK  
 THOMAS E. CERCHIARA, P.L.S.  
 P.L.S. No. 50732

### Legal Description

All that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point on the southerly side of Metro North Commuter RR Co. (Document 02-2007-986), where the same is intersected by the westerly line of South Avenue, Thence along South Avenue South  $33^{\circ}03'40''$  East a distance of 194.00 feet to a point, South  $36^{\circ}50'40''$  East a distance of 160.00 feet to a point the southerly side of the Fishkill Creek; Thence along the edge of said Fishkill Creek the following six (6) courses:

- South  $62^{\circ}23'37''$  West a distance of 238.05 feet to a point
- South  $59^{\circ}07'23''$  West a distance of 115.16 feet to a point
- South  $48^{\circ}43'53''$  West a distance of 65.19 feet to a point
- South  $50^{\circ}14'31''$  West a distance of 154.80 feet to a point
- South  $42^{\circ}50'07''$  West a distance of 205.92 feet to a point
- South  $58^{\circ}04'45''$  West a distance of 64.00 feet to a point

Thence leaving said creek and along lands now or formerly of Scenic Hudson Land Trust, Inc. (Liber 1977 Page 531), North  $36^{\circ}49'30''$  West a distance of 546.82 feet to a point and North  $03^{\circ}25'03''$  East a distance of 229.13 feet to a point on the southerly side of lands now or formerly of Metro North Commuter RR Co. (Document 02-2007-986);

Thence along said railroad on a curve to the left with a radius of 1004.87 feet, an arc length of 493.62 feet, and with a chord bearing of North  $79^{\circ}15'13''$  East to a point; thence North  $65^{\circ}10'52''$  East a distance of 98.64 feet to a point; thence on a curve to the right with a radius of 909.64 feet, with an arc length of 154.00 feet, and with a chord bearing of North  $70^{\circ}01'53''$  East to a point;

Continuing along lands now or formerly of Metro North Commuter RR Co. South  $49^{\circ}13'02''$  East a distance of 23.02 feet to a point, South  $32^{\circ}43'40''$  East a distance of 75.00 feet to a point, and North  $42^{\circ}09'20''$  East a distance of 18.25 feet to the Point of Beginning.

Containing 10.448 acres of land.