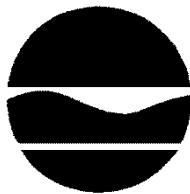

Brownfield Cleanup Program Application
Plessers Site
Paradies Lane and South Ohioville Road
Town of New Paltz, Ulster County

Applicant:

Mega Funworks, Inc.
600 Route 44 & 55
Highland, New York 12528

Prepared for:
Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233



January 26, 2015

C.T. MALE ASSOCIATES

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

652 Route 299, Suite 204B, Highland, NY 12528
845.883.0964 FAX 845.883.0965 ctmale@ctmale.com



January 26, 2015

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
Bureau of Technical Support, 11th Floor
625 Broadway
Albany, New York 12233

RE: *Brownfield Cleanup Program Application*
Plesser Property, Paradies Lane and South Ohioville Road
New Paltz, Ulster County, New York

Dear Chief, Site Control Section:

On behalf of Mega Funworks, Inc. (the "Requestor"), C.T. Male Associates is submitting a Brownfield Cleanup Program (BCP) Application for the Plesser Property, located in the Town of New Paltz, Ulster County, New York. Please find one (1) paper copy and one (1) electronic copy of the hard copy of the completed application package attached to this letter.

Please feel free to contact me at 845-594-1788 or via email at j.mciver@ctmale.com if you have any questions.

Respectfully,
C.T. MALE ASSOCIATES

James D. McIver, Jr.
Managing Geologist

Enclosure

c: Steven Turk, Mega Funworks, Inc.
Scott Butler, PMP, Rocking Horse Ranch
Ross Winglovitz, Engineering Properties, P.C.
Robert Levine, Esq., Cuddy & Feder, LLP
Jennifer Van Tuyl, Esq., Cuddy & Feder. LLP



NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM (BCP)

ECL ARTICLE 27 / TITLE 14

DEPARTMENT USE ONLY
BCP SITE #:

08/2013

Section I. Requestor Information

NAME MEGA FUNWORKS, INC.

ADDRESS Rocking Horse Ranch, 600 Route 44-55

CITY/TOWN Highland

ZIP CODE 12528

PHONE 845.691.2927

FAX 845.691.6434

E-MAIL Steve@Rhranch.com

Is the requestor authorized to conduct business in New York State (NYS)?

☒ Yes ☐ No

-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 Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

-Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of [DER-10: Technical Guidance for Site Investigation and Remediation](#) and New York State Education Law. Documents that are not properly certified will not be approved under the BCP.

☒ Yes ☐ No

NAME OF REQUESTOR'S REPRESENTATIVE Steve Turk

ADDRESS Rocking Horse Ranch, 600 Route 44-55

CITY/TOWN Highland

ZIP CODE 12528

PHONE 845.691.2927

FAX 845.691.6434

E-MAIL Steve@Rhranch.com

NAME OF REQUESTOR'S CONSULTANT James McIver, C.T. Male Associates

ADDRESS 652 Route 299, Suite 204-B

CITY/TOWN Highland

ZIP CODE 12528

PHONE 845.883.0964

FAX 845.883.0965

E-MAIL j.mciver@ctmale.com

NAME OF REQUESTOR'S ATTORNEY Jennifer L. Van Tuyl, Esq., Cuddy & Feder, LLP

ADDRESS 300 Westage Business Center, Suite 308

CITY/TOWN Fishkill

ZIP CODE 12524

PHONE (845) 896-2229 x1941

FAX (845) 896-3672

E-MAIL JVanTuyl@CUDDYFEDER.COM

THE REQUESTOR MUST CERTIFY THAT HE/SHE 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 hazardous waste or discharge of petroleum 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 hazardous waste or discharge of petroleum.

☒ 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, the requestor 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; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

Requestor Relationship to Property (check one):

☐ Previous Owner ☐ Current Owner ☒ Potential /Future Purchaser ☐ Other _____

If requestor is not the site owner, requestor will have access to the property throughout the BCP project. ☒ Yes ☐ No

-Proof of site access must be submitted for non-owners

Section II. Property Information

Check here if this application is to request significant changes to property set forth in an existing BCA: ☐

Existing BCP site number: _____

PROPERTY NAME **PLESSER PROPERTY**

ADDRESS/LOCATION **Paradies Lane**

CITY/TOWN **New Paltz**

ZIP CODE **12561**

MUNICIPALITY(IF MORE THAN ONE, LIST ALL):

TOWN OF NEW PALTZ

COUNTY **ULSTER**

SITE SIZE (ACRES) **57.3**

LATITUDE (degrees/minutes/seconds) **41 ° 44 ' 20.13 "**

LONGITUDE (degrees/minutes/seconds) **74 ° 03 ' 36.28 "**

HORIZONTAL COLLECTION METHOD: ☐ SURVEY ☐ GPS ☒ MAP

HORIZONTAL REFERENCE DATUM: **WGS84**

COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
S. Ohioville Road	1	86.12	5	12.31	35.7
Main Street	2	86.12	5	12.32	21.6

1. Do the property boundaries correspond to tax map metes and bounds? ☒ Yes ☐ No
If no, please attach a metes and bounds description of the property.
2. Is the required property map attached to the application? (application will not be processed without map) ☒ Yes ☐ No
3. Is the property part of a designated En-zone pursuant to Tax Law § 21(b)(6)? ☐ Yes ☒ No
For more information please see Empire State Development's [website](#).
- If yes, identify area (name) _____
- Percentage of property in En-zone (check one): ☐ 0-49% ☐ 50-99% ☐ 100%
4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? If yes, identify name of properties in related BCP applications: ☐ Yes ☒ No

5. Property Description Narrative:

Please see the property description in Attachment 2

6. List of Existing Easements (type here or attach information)

Easement Holder

Central Hudson Gas & Electric:
New York Telephone & Telegraph and its successors:
The New York State Thruway Authority:

Description

Easement for the power lines;
Easement for the phone lines. Easement is coincident to the Central Hudson easement.
Easement on the west side of the property for drainage/storm water management facility

7. List of Permits issued by the NYSDEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

There are currently no permits issued by the NYSDEC or USEPA for the properties

If any changes to Section II are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: 81 _____

Section VII. Property's Environmental History

To the extent that existing information/studies/reports are available to the requestor, please attach the following:

1. Environmental Reports

A Phase I environmental site assessment report prepared in accordance with ASTM E 1527 (American Society for Testing and Materials: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process), and all environmental reports related to contaminants on or emanating from the site.

If a final investigation report is included, indicate whether it meets the requirements of ECL Article 27-1415(2): ☐ Yes ☒ No

2. SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.

Contaminant Category	Soil	Groundwater	Surface Water	Sediment	Soil Gas
Petroleum	x				
Chlorinated Solvents					
Other VOCs					
SVOCs					
Metals	x				
Pesticides	x				
PCBs					
Other*					

*Please describe: _____

3. SUSPECTED CONTAMINANTS: INDICATE SUSPECTED CONTAMINANTS AND THE MEDIA WHICH MAY HAVE BEEN AFFECTED. PROVIDE BASIS FOR ANSWER AS AN ATTACHMENT.

Contaminant Category	Soil	Groundwater	Surface Water	Sediment	Soil Gas
Petroleum	X	X			
Chlorinated Solvents					
Other VOCs					
SVOCs	X	X		X	
Metals	X	X		X	
Pesticides	X	X			
PCBs					
Other*					

*Please describe: _____

4. INDICATE KNOWN OR SUSPECTED SOURCES OF CONTAMINANTS (CHECK ALL THAT APPLY). PROVIDE BASIS FOR ANSWER AS AN ATTACHMENT.

- ☐ Above Ground Pipeline or Tank ☐ Lagoons or Ponds ☐ Underground Pipeline or Tank ☒ Surface Spill or Discharge
☐ Routine Industrial Operations ☒ Dumping or Burial of Wastes ☐ Septic tank/lateral field ☐ Adjacent Property
☒ Drums or Storage Containers ☐ Seepage Pit or Dry Well ☐ Foundry Sand ☐ Electroplating
☐ Coal Gas Manufacture ☐ Industrial Accident ☐ Unknown
- Other: Application of pesticides

5. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):

- ☐ Coal Gas Manufacturing ☐ Manufacturing ☒ Agricultural Co-op ☐ Dry Cleaner ☐ Salvage Yard ☐ Bulk Plant
☐ Pipeline ☐ Service Station ☐ Landfill ☐ Tannery ☐ Electroplating ☐ Unknown
- Other: Historic farming operations

6. PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, IF ANY, TO EACH PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".



Section III. Current Property Owner/Operator Information

OWNER'S NAME Samuel Plessner (same owner for both parcels)

ADDRESS 1201 So. Ocean Drive 509 So

CITY/TOWN Hollywood, FL

ZIP CODE 33019

PHONE 954-920-4390

FAX None Available

E-MAIL None Available

OPERATOR'S NAME Same as above

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Requestor Eligibility Information (Please refer to ECL § 27-1407)

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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the requestor subject to an existing order relating to contamination at the site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Has the requestor been determined to have violated any provision of ECL Article 27? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Has the requestor previously been denied entry to the BCP? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before the Department? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Section V. Property Eligibility Information (Please refer to ECL § 27-1405)

- | | | |
|--|------------------------------|--|
| 1. Is the property, or was any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. Is the property, or was any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites?
If yes, please provide: Site # _____ Class # _____ | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Is the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____ | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Is the property subject to a cleanup order under navigation law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____ | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 5. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?
If yes, please provide explanation as an attachment. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Section VI. Project Description

What stage is the project starting at?

☐ Investigation

☒ Remediation

Please attach a description of the project which includes the following components:

- Purpose and scope of the project
- Estimated project schedule



Section VIII. Contact List Information

Please attach, at a minimum, the names and addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. In cities with a population of one million or more, the local community board if the proposed site is located within such community board's boundaries (*note: per the 2010 census, New York City is the only city in NY with a population over one million).
8. The location of a document repository for the project (e.g., local library). In addition, attach a copy of a letter sent to the repository acknowledging that it agrees to act as the document repository for the property.

Section IX. Land Use Factors (Please refer to ECL § 27-1415(3))

1. Current Use: ☐ Residential ☒ Commercial ☒ Industrial ☒ Vacant ☐ Recreational (check all that apply)
Provide summary of business operations as an attachment.

2. Intended Use Post Remediation: ☐ Unrestricted ☒ Residential ☒ Commercial ☐ Industrial (check all that apply)
Provide specifics as an attachment.

- | | |
|--|---|
| 3. Do current historical and/or recent development patterns support the proposed use? (See #14 below re: discussion of area land uses) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Is the proposed use consistent with applicable zoning laws/maps? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, designated Brownfield Opportunity Area plans, other adopted land use plans? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Are there any Environmental Justice Concerns? (See §27-1415(3)(p)). | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7. Are there any federal or state land use designations relating to this site? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8. Do the population growth patterns and projections support the proposed use? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. Is the property accessible to existing infrastructure? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Are there important cultural resources, including federal or state historic or heritage sites or Native American religious sites within ½ mile? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 11. Are there important federal, state or local natural resources, including waterways, wildlife refuges, wetlands, or critical habitats of endangered or threatened species within ½ mile? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. Are there floodplains within ½ mile? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 13. Are there any institutional controls currently applicable to the property? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 14. Describe the proximity to real property currently used for residential use, and to urban, commercial, industrial, agricultural, and recreational areas in an attachment. | |
| 15. Describe the potential vulnerability of groundwater to contamination that might migrate from the property, including proximity to wellhead protection and groundwater recharge areas in an attachment. | |
| 16. Describe the geography and geology of the site in an attachment. | |

Section X. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements* and to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. 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.

Date: _____ Signature: _____ Print Name: _____

(By an requestor other than an individual)

I hereby affirm that I am CEO (title) of MEGA FUNWORKS, INC. (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. If this application is approved, I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements* and to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. 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.

Date: January 22, 2015 Signature: [Signature] Print Name: Steven Turk

SUBMITTAL INFORMATION:

Three (3) complete copies are required.

- Two (2) copies, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD, 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

- One (1) paper copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check our [website](#) for the address of our regional offices.

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ LEAD OFFICE: _____

ATTACHMENT 1 (SECTION I)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Requestor Information

Authorization to Conduct Business in NYS

The Requestor, Mega Funworks, Inc. is authorized to conduct business in New York. A print-out of the Requestor's entity information from the New York State Department of State's (NYSDOS) Corporation and Business Entity Database is provided in this Attachment

Requestor Relationship to Property

The Requestor (Mega Funworks, Inc.) does not own the property and is a potential future purchaser of the site. Proof of site access to the property is documented in the Option Agreement which is attached. The access agreement is limited to site investigations at this point in time. If the project is approved by the Town of New Paltz, the Requestor will exercise the option agreement and purchase the property. The Requestor will own the property before it is remediated in accordance with an approved Remedial Action Work Plan.

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NYS Department of State
Division of Corporations
Entity Information

The information contained in this database is current through January 12, 2015.

Selected Entity Name: MEGA FUNWORKS, INC.

Selected Entity Status Information

Current Entity Name: MEGA FUNWORKS, INC.

DOS ID #: 3044569

Initial DOS Filing Date: APRIL 23, 2004

County: DUTCHESS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ROCKING HORSE RANCH
600 ROUTE 44-55
HIGHLAND, NEW YORK, 12528

Chief Executive Officer

STEVEN TURK
16 OLD ROUTE 9 WEST
FISHKILL, NEW YORK, 12524

Principal Executive Office

STEVEN TURK
600 ROUTE 44-55
HIGHLAND, NEW YORK, 12528

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above.

Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available

by [viewing the certificate.](#)

*Stock Information			Name History		
# of Shares	Type of Stock	\$ Value per	Filing Date	Name Type	Entity Name
200	No Par Value		APR 23, 2004	Actual	MEGA FUNWORKS, INC.
*Stock information is applicable to domestic business corporations.			A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.		

NOTE: New York State does not issue organizational identification numbers.

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OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made as of the 24th day of October, 2013 (the "Effective Date"), by and between **Sam Plessner**, an individual with an address at 1201 South Ocean Drive, Apt 509, South Summit Condo, Hollywood FL 33019 (the "Owner") and **Mega Funworks, Inc.**, a New York corporation with an address at c/o Rocking Horse Ranch, 600 Route 44/55, Highland, NY 12528 (the "Purchaser").

WITNESSETH:

WHEREAS, Owner is the owner of certain parcels or tracts of land situate, lying and being in the Town of New Paltz, Ulster, County, New York, more particularly described in Schedule A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, Owner wishes to grant Purchaser, and Purchaser wishes to acquire from Owner, an Option to purchase the Premises upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the undertakings and agreements of the parties as hereinafter set forth, Owner hereby grants to Purchaser the sole and exclusive Option to purchase the Premises on the following terms and conditions:

1. Grant of Option. Owner hereby grants to the Purchaser the exclusive right and Option to purchase the Premises, including all improvements thereon and all rights related thereto, on the following terms and conditions (the "Option"). Owner further agrees not to in any manner market or show the Premises to any prospective purchasers during the Option Term, as defined below.

2. Term of Option; Termination. (a) The Term of the Option shall be for a period of two (2) years commencing on the Effective Date, unless extended as set forth herein (the "Initial Option Term").

(b) Provided that Purchaser is diligently and in good faith pursuing the Governmental Approvals (as hereinafter defined), Purchaser shall have the right to extend the Option Term for one (1) renewal term of one (1) year (the "Renewal Term"; the Initial Option Term and any Renewal Term are hereinafter referred to, collectively, as the "Option Term"). Any Renewal Term shall be on the same terms and conditions as set forth herein. In the event that Owner chooses to dispute whether Purchaser is entitled to exercise such renewal rights, Owner shall promptly notify Purchaser of such dispute in writing, identifying (in reasonable detail) the basis for such dispute. In such event, the parties shall seek to resolve such dispute pursuant to the terms of Section 9(d) hereof. Owner further acknowledges and agrees that, in the event of such a dispute, the balance of time remaining for Purchaser to serve the Renewal Exercise Notice, as set forth in sub-section (c) below, shall be tolled until the resolution of such dispute, so that

Purchaser shall have the balance of such time within which to exercise the Option, as set forth in Section 5 hereof, if it is determined that Purchaser is not entitled to exercise the Renewal Term¹.

(c) Purchaser may exercise its right to extend the Option term as set forth above, by service of written notice upon Owner at least ninety (90) days prior to the expiration of the then current term (each, a "Renewal Exercise Notice"). Any Renewal Exercise Notice shall be accompanied by the applicable Annual Option Payment (as defined below).

(d) If Purchaser fails to exercise the Option on or before midnight on the last day of the Option Term, as same may be extended (the "Option Exercise Date"), in accordance with the terms of this Agreement, Purchaser's right in the Option shall be null, void, and of no further force and effect, and this Agreement shall terminate.

(e) Purchaser may terminate this Agreement, in its sole and absolute discretion, at any time during the Option Term, on written notice to Owner which notice shall include a termination of the recorded Memorandum of Contract duly acknowledged in recordable form, in which event this Agreement and the Option granted hereunder shall be null, void, and of no further force and effect, and neither party shall have any further obligations to the other, except for obligations that accrued through the date of termination and as otherwise expressly set forth herein to the contrary.

3. Purchase Price; Annual Option Payment; Real Estate Tax Payments. (a) The Purchase Price for the Premises shall be Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

(b) Purchaser agrees to pay Owner the sum of: (i) Fifty Thousand Dollars (\$50,000) per year for each year of the Initial Option Term; and (ii) One Hundred Thousand Dollars (\$100,000) for the Renewal Term, if exercised by Purchaser (each, an "Annual Option Payment").

(c) Owner agrees that the Annual Option Payment for the first year of the Option Term shall not be due or payable by Purchaser until one hundred and twenty (120) days following the Effective Date (the "Due Diligence Period"). Owner further acknowledges and agrees that, in the event Purchaser terminates this Agreement prior to the expiration of the Due Diligence Period, the Purchaser shall have no obligation to pay the Annual Option Payment for the first year of the Option Term. Unless terminated in accordance with the terms hereof, the Annual Option Payment for the second year of the Initial Option Term shall be due and payable on the first anniversary of the Effective Date of this Agreement and the Annual Option Payment for the Renewal Term shall be due and payable on the second anniversary of the Effective Date of this Agreement.

(d) Purchaser agrees that each Annual Option Payment shall, at Owner's option, be held by Owner's counsel (the "Escrow Agent") in a segregated, non-interest-bearing account, or released to Owner, pursuant to the terms hereof. The Annual Option Payment(s) shall be non-refundable to Purchaser, except as follows:

¹ For example, if Purchaser serves a Renewal Exercise Notice 120 days before the expiration of the Initial Option Term and Owner dispute's Purchaser's right to do so, Purchaser shall have 30 days following the resolution of such dispute to exercise the Option, if it is determined that Purchaser was, in fact, not entitled to the Renewal Term.

i. If the Purchaser exercises the Option to purchase the Premises on or before the Option Exercise Date, then the Annual Option Payment(s), as well as any interest earned thereon (if any), shall be a credit against the Purchase Price, in favor of Purchaser, at the Closing (as hereinafter defined); and

ii. If Owner is in breach of any of the material terms of this Agreement, which breach is not cured as provided in paragraph 9(m), then, in such event, within five (5) business days of Purchaser's written demand for same, the Annual Option Payment(s) shall be refunded to the Purchaser; provided, however, that nothing contained herein shall be deemed to limit, reduce or otherwise diminish Purchaser's rights to enforce this Agreement or to seek damages at law or in equity in the event of such a breach including, but not limited to, specific performance.

(e) During the Option Term, Purchaser shall be responsible for Fifty Percent (50%) of the real property taxes affecting the Premises. Upon presentment of a bill from the appropriate taxing authority, Purchaser shall promptly issue a check for Fifty Percent (50%) of such real property taxes. For avoidance of doubt, Purchaser shall have no obligation to pay any income taxes related to Owner or the Premises. Purchaser acknowledges and agrees that its obligation to pay such real estate taxes as provided herein is a material term of this Agreement and the failure to make such payment with ten (10) days after receipt of the bill from Owner shall entitle Owner to terminate this Option on written notice to Purchaser; provided, however, that Purchaser shall have five (5) business days from the receipt of such notice to terminate, to cure such failure.

4. Inspections; Title; Governmental Approvals; Financing. (a) During the Option Term, Purchaser shall have the right to conduct, through vendors, contractors or agents of its choice, the following inspections ("Purchaser's Inspections") upon the Premises, at Purchaser's sole cost and expense:

i. An examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company.

ii. Such water tests performed as it deems appropriate including, but not limited to, a qualitative water test performed by a New York State approved laboratory.

iii. A Phase I Environmental Site Assessment (the "Phase I") and, if recommended by the Phase I, a Phase II Environmental Site Assessment. Owner consents to the taking of any samples deemed necessary or appropriate by Purchaser's consultants.

iv. A review of local, county and state records related to zoning and land use.

v. Such other examinations, inspections, reviews and tests as Purchaser deems reasonably necessary.

In connection with Purchaser's Inspections: (i) Purchaser and its agents and consultants shall use its best efforts to not interfere with the operation of the Premises; and (ii) Purchaser, at its sole cost and expense, shall repair any and all damage to the Premises caused by, resulting from,

arising out of or in connection with Purchaser's inspections. Purchaser agrees to provide Owner with an insurance certificate naming Owner as an additional insured prior to any entry on the Property. Purchaser shall indemnify, defend and hold Owner harmless from and against all loss, cost, damage or claim (including attorneys' fees reasonably incurred, court costs and costs of investigation) arising out of or resulting from Purchaser's exercise of the right and privilege granted to Purchaser contained in this Section, and the undertakings contained herein shall survive closing or any expiration or prior termination of this Agreement. Purchaser shall not disclose the results of any investigations to any third party, except for Purchaser's attorney, appraiser, lenders, potential partners or investors, or other professionals or persons on a "need to know" basis, as reasonably determined by Purchaser or if required to disclose pursuant to any law or regulation. Purchaser shall deliver to Owner, without any charge therefore, and without any representation or warranty by Purchaser, a copy of all draft and final environmental reports received by Purchaser in connection with Purchaser's inspections and examinations.

(b) Owner hereby authorizes and grants to Purchaser, its agents, servants, and independent contractors the non-exclusive license during the Option Term to enter upon the Premises and within the buildings and structures at reasonable times and upon not less than twenty-four (24) hours prior notice to Owner, to conduct Purchaser's Inspections. Owner agrees to cooperate with Purchaser in all reasonable ways, but without any cost, expense or liability to Owner, to facilitate Purchaser's conduct of Purchaser's Inspections, including, but not limited to, providing Purchaser access to the Premises.

(c) Purchaser shall obtain, at Purchaser's expense, a preliminary title report prepared by a nationally recognized title insurance company. Prior to the expiration of the Due Diligence Period, Purchaser shall notify Owner in writing whether any items therein are unacceptable to Purchaser. All exceptions to title therein mentioned not objected to by Purchaser prior to the expiration of the Due Diligence Period shall be deemed to constitute "Permitted Exceptions" for all purposes of this Agreement. Within twenty (20) days following its receipt of Purchaser's notice of title objections, Owner shall notify Purchaser in writing whether or not it will cure any such matters timely objected to by Purchaser, with the understanding that all items which can be cured with the payment of monies in a liquidated amount shall be required to be cured irrespective of whether or not such items were objected to by Purchaser as aforesaid. In addition, any mortgage liens against the Property must be satisfied at Closing, whether or not such mortgage was objected to by Purchaser, unless the Purchaser has agreed, pursuant to the terms of this Agreement or by separate writing, to assume such mortgage. If Owner fails to elect to cure any particular items objected to by Purchaser, all such items thereafter shall also be considered as a Permitted Exception; provided, however, that Purchaser shall be entitled to terminate this Agreement by written notice to Owner within fifteen (15) business days following notice to Purchaser of Owner's failure to elect to cure such objections. In the event of termination of this Agreement, the Annual Option Payment(s) shall be returned to the Purchaser and the parties shall have no further obligations under this Agreement.

Purchaser shall have the right to object to any new title exceptions (other than the Permitted Exceptions) that arise after the initial commitment and is raised by the Title Company in any modification, update, recertification or amendment to the Title Commitment (each an "Additional Title Objection") by giving written notice (the "Purchaser's Additional Title Objection Notice") to Owner after Purchaser's receipt of any such modification, update, recertification or amendment. Purchaser may not object to any Additional Title Objection

caused by the actions or inactions of the Purchaser, including but not limited to a mechanics lien filed as a result of services rendered on behalf of Purchaser. If Purchaser delivers Purchaser's Additional Title Objection Notice to Owner setting forth any Additional Title Objections, Owner may, but except for those (i) that can be discharged by the payment of monies in a liquidated amount, provided such liability was not caused by Purchaser or its representatives; or (ii) those that were created after the date of this Agreement by the affirmative actions of the Owner (both of which must be cured), shall not be obligated to cure at or before the Closing, some or all of such Additional Title Objections. If Owner does not notify Purchaser in writing within fifteen (15) business days after Owner's receipt of Purchaser's Additional Title Objection Notice that Owner is willing to so cure any Additional Title Objections, Owner shall be deemed to have notified Purchaser that Owner is unable or unwilling to cure such Additional Title Objections. If necessary, the Closing Date shall be postponed to provide Owner such fifteen (15) business day period. If Owner notifies or is deemed to have notified Purchaser that Owner is unable or unwilling to cure any particular Additional Title Objection, Purchaser shall be entitled to: (A) terminate this Agreement by written notice to Owner within five (5) business days following notice to Purchaser of Owner's failure to elect to cure such objections; or (B) cure such objection and take a credit at Closing for such amount. Purchaser's failure to deliver within such time period such written notice to Owner electing to terminate this Agreement shall be deemed Purchaser's waiver of Purchaser's election to terminate this Agreement by reason of the Additional Title Objection which Owner is unable or unwilling to cure. In the event of any such termination, if, and only if, the uncured Additional Title Objection was caused by the actions of Seller, the any Annual Option Payments made by Purchaser shall be returned to Purchaser and thereafter neither party shall have any further rights or obligations hereunder, except as expressly provided otherwise in this Agreement.

(d) Owner acknowledges and agrees that, during the Option Term, Purchaser, at its sole cost and expense, shall be entitled to seek all required approvals (the "Governmental Approvals") from any local, regional, state or federal agency or authority having jurisdiction over the construction by the Purchaser of a 200-300 room hotel and indoor water park (with associated services), as well as for related project activities (collectively, the "Project"). For purposes of this Agreement, the term "all required approvals" shall include, without limitation, final and unappealable approvals and authorizations required for: (i) the construction and operation of the Project; (ii) all related Project permits, including, but not limited to, building permits; (iii) the Purchaser to use the Premises for the Project; (iv) SEQR environmental review and approval; (v) any required re-zoning; (vi) wetlands and steep slope permits required by the Planning Board (if any); (vii) Town or Planning Board Site Plan review and approval; and (viii) all variances required by the Zoning Board of Appeals (if any).

(e) Owner hereby authorizes and grants to Purchaser, its agents, servants, and independent contractors the right to apply for the Governmental Approvals. Purchaser shall be entitled to apply for the Governmental Approvals in the name of such entity as it deems appropriate, as a contract vendee and, in such regard, shall be entitled to disclose this Agreement as necessary. Where necessary, and provided that Purchaser holds Owner harmless, Owner hereby authorizes Purchaser to serve as Owner's agent in the application and processing of the Governmental Approvals.

(f) Owner agrees to cooperate with Purchaser in all reasonable ways, but without any cost, expense or liability to Owner, to facilitate Purchaser's efforts to obtain the Governmental

Approvals, including, but not limited to: (A) executing such documents as may be reasonably requested by Purchaser; (B) supplying all reasonably necessary information and/or documents requested, provided same is, or are, within the control of Owner or Owner's agents; and (C) signing all necessary applications and/or consents, reasonably requested by Purchaser or any municipal agency with jurisdiction over any of the Governmental Approvals, all within five (5) business days of Purchaser's request therefor.

(g) Purchaser agrees to diligently and in good faith pursue the Governmental Approvals to completion. In this regard, Purchaser agrees to keep Owner reasonably apprised of its efforts to obtain the Governmental Approvals, including providing status updates as reasonably requested by Owner. Purchaser shall comply with all reasonable orders of agencies reviewing said Governmental Approvals, or other municipal authorities necessary to obtain the desired Governmental Approvals. In addition to the foregoing, Purchaser agrees to use best efforts to be in front of the Planning Board, for at least a workshop session, in January, 2014.

(h) Purchaser acknowledges and agrees that, in the event Purchaser is successful in re-zoning any portion of the Premises, and such re-zoning precludes any use(s) permitted as of the Effective Date and, thereafter, for any reason other than a default of this Agreement by Owner, Purchaser fails to exercise the Option, then, in such event, upon written request of Owner, Purchaser shall use commercially reasonable efforts to restore such zoning to its status as of the Effective Date.

(i) Owner acknowledges and agrees that, during the Option Term, Purchaser intends to seek a Preliminary Inducement (as hereinafter defined) from an appropriate local issuer to issue its tax-exempt (or taxable or partly both) bond or bonds ("Bond") to provide certain financing for the Project, as well as the approval, in writing, of any other governmental agency having approval authority over bond financing within the geographic jurisdiction in which the Premises is located, if any, and agreements for the issuance of a letter of credit for the purchase of the Bond. In this regard, Owner hereby authorizes and grants to Purchaser, its agents, servants, and independent contractors the right to apply for the Preliminary Inducement. As used herein, "Preliminary Inducement" means an unconditional written resolution of the Industrial Development Agency of the County of Ulster or other entity affiliated or related thereto or any other entity which offers financial assistance similar thereto (collectively, "Issuer") to enter into a "straight lease transaction" with, or issue bonds on behalf of, Purchaser to provide financial assistance to Purchaser to assist Purchaser with, among other things, the acquisition and construction of certain improvements and renovations to the Premises as well as furnishing and equipping the Premises. If Issuer issues a Preliminary Inducement with respect to bonds, then Preliminary Inducement shall also mean Purchaser's obtainment of an unconditional letter of credit or other mechanism to secure and "back" the bonds. All expenses in connection with the Preliminary Inducement shall be borne by Purchaser.

5. Exercise of Option; Closing.

(a) The Option granted hereby shall be exercisable by delivery of a written notice ("Purchaser's Exercise Notice"), given by Purchaser to Owner in accordance with Section 8 below. The Purchaser's Exercise Notice shall specify a date, not less than ten (10) days from the date (the "Exercise Date") Purchaser's Exercise Notice is deemed given in accordance with

Section 8 below and not more than one hundred twenty (120) days from the Exercise Date, for the closing of title to the Premises (the "Closing").

(b) If the Option granted hereby is exercised by Purchaser in accordance with the provisions hereof, then, in addition to the terms hereof, the Closing shall be subject to and conducted in accordance with the following:

(i) Real estate taxes, water charges, sewer rents and vault charges, if any, shall be adjusted as of the date of Closing on the basis of the fiscal period for which assessed, except that if there is a water meter on the Premises, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available. All other items for which adjustment is routinely made between sellers and buyers of properties in the area where the Premises are located, shall be adjusted as of the date of Closing on the basis of the fiscal period for which assessed.

(ii) Owner shall deliver the Premises to Purchaser vacant and free of all leases, licenses, tenancies or occupancy or use agreements.

(iii) At Closing, Owner shall deliver a check payable to the order of the appropriate County officer in the amount of any applicable transfer tax and recording fees payable by reason of the delivery or recording of the deed, together with any required tax return.

(iv) "Closing" means the settlement of the obligations of Owner and Purchaser to each other under this Agreement, including the payment of the Purchase Price to Owner, and the delivery to Purchaser of a Bargain and Sale Deed with covenant against Grantors Acts in proper statutory form for recording so as to transfer full, fee simple title to the Premises, subject only to the Permitted Encumbrances, except as otherwise agreed by Purchaser. The deed will contain a covenant by Owner as required by Section 13 of the Lien Law.

(v) If Owner is a limited liability company, corporation or partnership, it will deliver to Purchaser, at the time of Closing, a resolution of its members, shareholders or partners (as applicable), authorizing the sale and the delivery of the Deed. Owner shall also deliver such affidavits as may be reasonably requested by Purchaser or its title company.

(vi) There are, or at the Closing there shall be, no service contracts in respect of the Premises.

(vii) The Premises will be sold on an "as is" basis with no representations regarding the condition of the Premises surviving Closing.

(viii) At the Closing, Owner shall execute, acknowledge as appropriate, and deliver to Purchaser: (A) a Bargain and Sale Deed with covenant against Grantors Acts in proper statutory form for recording so as to transfer full, fee simple title to the Premises, subject only to the Permitted Encumbrances, except as otherwise agreed by Purchaser; (B) a properly completed, signed Form TP-584 of the New York State Department of Taxation and Finance accompanied by a certified check payable to the order of the Ulster County Clerk in payment of the tax due upon the transfer of the Property under Article 31 of the

Tax Law of the State of New York; (C) a properly completed, signed Form RP-5217 of the State of New York State Board of Real Property Services; (D) a certification as to non-foreign status prepared in accordance with the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder; and (E) such other items as are contemplated by this Agreement, as Owner and Purchaser may have reasonably agreed to deliver at Closing or as are required by Purchaser's title company or under state or local law.

(ix) At the Closing, Purchaser shall execute, acknowledge as appropriate, and deliver: (A) the balance of the Purchase Price as adjusted in accordance with the terms hereof, by certified check drawn on or issued by a bank that is a member of the New York Clearing House Association or wire transfer of immediately available funds, as Owner shall so direct; (B) a properly completed, signed copy of Form TP-584 of the New York State Department of Taxation and Finance; (C) a properly completed, signed copy of Form RP-5217 of the State of New York State Board of Real Property Service; and (D) such other items as are contemplated by this Agreement, as Owner and Purchaser may have reasonably agreed to deliver at Closing or as are required by the title company or under state or local law.

6. Owner's Responsibilities.

(a) Owner agrees that Owner's responsibilities set forth herein are material terms of this Agreement.

(b) Owner represents that Owner has and will provide Purchaser with fee simple title to the Premises, subject only to the Permitted Encumbrances.

(c) Owner agrees that Owner shall not conduct any activities from the Effective Date of this Agreement and during the Option Term which shall change the present use of the Premises and will not generate, store or dispose of hazardous substances on the Premises, or consent to allow others to do so, but will comply with all environmental laws.

(d) Owner represents and warrants to Purchaser as follows:

i. At no time during which Owner has owned the Premises has the Premises been used for generation, storage or disposal of hazardous substances or as a landfill or other waste disposal site. To the best of Owner's knowledge, there are no hazardous substances existing on the Premises. Purchaser acknowledges that they are aware of pesticides on the Premises and road salt in the water on the Premises.

ii. To the best of Owner's knowledge, the Premises are in full compliance with all regulations, laws, rules or requirements of law or regulation of the United States, the State of New York, the County of Ulster and the Town of New Paltz or permit or license issued thereunder, all with respect to the Premises and the Owner's use thereof. No event has occurred which, with passage of time or the giving of notice or both, would constitute non-compliance with the above laws, rules and regulations and permits and licenses.

iii. There are no agreements, consent orders, decrees, judgments, license or permit conditions, or other directives of government which relate to the future use of the Premises requiring a change in the present conditions of the Premises.

iv. There are no actions, suits, claims or proceedings seeking money damages, injunctive relief or remedial action, or any other remedy pending or threatened relating to the Premises or Owner's ownership or use of the Premises.

v. To the Owner's knowledge, no consent or approval is needed from any governmental agency for the transfer of the Premises to Purchaser.

vi. Owner has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

vii. Owner stipulates and agrees that Owner will notify the Purchaser in the event that any of the representations made in paragraphs i-vi hereinabove become inaccurate, untrue or are affected or modified in any way by any knowledge that may come to the attention of Owner or any notice that Owner may receive or any claim that may be made in connection with the Premises during the Option Term, as may be extended.

7. Broker. Purchaser and Owner hereby represent to each other that they have not employed any agents, brokers, finders, or other such parties in connection with this transaction other than Win Morrison Realty ("Owner's Broker"). Owner agrees to pay any commission due to the Owner's Broker pursuant to a separate written agreement between Owner and Owner's Broker. Owner and Purchaser hereby each agree to indemnify, defend (with counsel reasonably acceptable to the party entitled to indemnification) and hold harmless each other from and against any and all costs, expenses, claims, causes of action, losses, liabilities and/or damages (including attorneys fees) resulting from a breach of any representation, obligation or warranty contained in this paragraph. The provisions of this Section shall survive the closing of the transaction contemplated herein, as well as the termination or expiration of this Agreement.

8. Addresses for Notices. All notices, demands, and requests or other communication (each a "Notice") given by Owner to Purchaser, or by Purchaser to Owner, shall be valid and binding only if given in writing. No consent, approval or waiver given by either party hereto shall be binding upon such party unless such consent, approval or waiver is in writing. Any Notice under the provisions of this Agreement shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, or delivered in person or by nationally recognized overnight courier, directed to the parties at the addresses therefore first set forth above or to such other address as either party hereto may specify in a Notice to the other. Each Notice mailed shall be deemed given on the second business day (which shall exclude Saturdays, Sundays and public holidays) following the date of mailing the same, each Notice delivered in person shall be deemed given when delivered and each Notice delivered by overnight courier shall be deemed given the business day following the day of delivery of the subject Notice to said courier.

9. Miscellaneous.

(a) Assignment. This Agreement, as well as all rights related to the Option granted hereunder, may be assigned by Purchaser, on written notice to Owner, to an entity owned and/or

controlled, in whole or in part, by Purchaser and/or its principals. This Agreement may be assigned by Owner, on written notice to Purchaser, only if such assignee agrees in writing to comply with all of the terms hereof.

(b) Binding Effect. This Agreement, as well as all rights related to the Option granted hereunder, are binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, representatives, successors and permitted assigns.

(c) Entire Agreement. This Agreement constitutes the entire agreement of whatsoever kind or nature existing between the parties respecting the subject matter hereof, and neither party shall be entitled to any benefits other than those specified herein. As between the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect; the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others, and that this Agreement supersedes all prior contracts, agreements and understandings, whether written or oral. No changes or amendments to this Agreement shall be recognized unless and until made in writing and signed by the parties hereto.

(d) Disputes.

i. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation or enforcement, or the breach or alleged breach thereof (defined herein as "Claim or Controversy"), the party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other party (the "Notice"). To the extent the parties cannot resolve the Claim or Controversy, then the parties hereby agree to attend at least one (1) mediation session within thirty (30) days of the Notice, unless the parties jointly agree to a different timeframe for the mediation. The parties may not commence any arbitration, litigation or other judicial or quasi-judicial proceeding ("Proceeding") prior to the mediation session, except that either party may commence a Proceeding prior to the mediation if: (A) by operation of law the Proceeding must be commenced prior to the mediation in order for the Proceeding to be timely under applicable statute(s) of limitations, in which event the parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven (7) days following the mediation session; and/or (B) the party commencing the proceeding is seeking temporary and/or preliminary injunctive relief; and/or (C) the purpose of the Proceeding is for Purchaser to file a Notice of Pendency based upon the Claim or Controversy.

ii. Arbitration. Any dispute between the parties, other than a claim for injunctive relief, shall be decided by arbitration held before a single arbitrator for the American Arbitration Association, under the then existing Commercial Arbitration Rules of that Association. Where permitted pursuant to such rules, such arbitration shall be governed by the Association's expedited arbitration procedures. The arbitration shall be held at the offices of the American Arbitration Association or, if none exists within the County of Ulster, at the offices of Cuddy & Feder LLP. The arbitrator shall have plenary authority to issue decisions and awards as provided by the law of the State of New York or the applicable federal law. The arbitrator shall issue a written decision on all claims presented and shall determine a prevailing party and a losing party with respect to the arbitration.

iii. Governing Law. This Agreement and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. Subject to subsections (i) and (ii) above, the undersigned hereby irrevocably submit to the jurisdiction and venue of any New York State or Federal Court located in the State of New York, County of Ulster over any action or proceeding arising out of any dispute between the undersigned, with respect to this Agreement. Each party agrees that any action by either party to enforce the terms of this Agreement must be brought in an appropriate court in New York, and waives all objections based on lack of jurisdiction or improper or inconvenient venue of any such court.

(e) Counterparts. This Agreement may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Further Assurances. Subject to the limitations set forth in this Agreement, each of the parties agrees to use his, her or its best efforts to take, or cause to be taken, all action to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement including, without limitation, executing, acknowledging, and delivering any instruments and documents as may be necessary, expedient, or proper, to complete any conveyance, transfer, sale, or assignment contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement.

(g) Waivers. No waiver or breach of any provision of this Agreement shall be deemed, or constitute, a waiver of any other provision, whether or not similar, nor shall any waiver be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

(h) Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto. The parties acknowledge that each party has reviewed this Agreement and have had a full and fair opportunity to have this Agreement reviewed and revised by counsel of their choice and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(i) Provisions Severable. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any provision of this Agreement is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Agreement.

(j) Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is not a Business Day, in which event the period shall run until the end of the next day that is a Business Day. "Business

Day” means any day except a Saturday, Sunday or any other day on which commercial banks in New York are authorized or required by law to close.

(k) Confidentiality. The terms and conditions of this Agreement and communications, written or oral, made in connection herewith are confidential and shall not be disclosed by either party to any person or entity, other than such party's attorney, accountant or, in regard to Purchaser: (i) any vendors providing services related to the Premises or this Agreement; (ii) for purposes of due diligence; (iii) for the purposes of financing or investment related to the Project; or (iv) for purposes of seeking the Governmental Approvals, provided that such party first advises them of this confidentiality provision and advises them that they may not make any subsequent disclosure of such information. Any disclosure by them of this Agreement shall be treated as a default of this Agreement by the disclosing party.

(l) Incorporation By Reference. All of the “WHEREAS” clauses set forth above are hereby expressly incorporated by reference into this Agreement as if fully set forth herein at length, and shall be binding upon the parties hereto.

(m) Default. In the event that either party shall fail to perform any of their obligations hereunder, and such failure is not cured within thirty (30) days (5 business days for a monetary default) after written notice of default is received by the defaulting party, the non-defaulting party may, at its option, elect to enforce the terms hereof or terminate this Agreement by written notice delivered to the defaulting party; provided, however in the event that any such default cannot be cured within such thirty (30) day period, then the non-defaulting party shall not be entitled to terminate this Agreement if the defaulting party has commenced efforts, and proceeds diligently, to cure such default.

(n) Recording. Owner acknowledges and agrees that Purchaser shall be entitled to record a memorandum of the Agreement, in the form annexed hereto as Exhibit A, in the real property records of the jurisdiction in which the Property is located, and in such other place or places as Purchaser deems appropriate.

[Balance of page intentionally left blank. Signatures follow.]

10-24-13 14:45

FROM-SEGEL GOLDMAN MAZZOTTA PC

518-452-0417

T-873 P.14/17 F-425

Execution Counterpart

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

OWNER:
By: Sam Plesser**PURCHASER:**

Mega Funworks, Inc.

By: Steven Turk
Its: President

Execution Counterpart


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OWNER:

PURCHASER:

Mega Funworks, Inc.

By: Sam Plessner



By: Steven Turk
Its: President

SCHEDULE A

Description of Premises

Real property located in New Paltz Township, Ulster County, New York, identified on the Tax Map for the Town of New Paltz as Section 86.12, Block 5, Lots 12.31 and 12.32, containing approximately 57.3 acres, located on Route 299 and Paradies Lane.

Upon receipt of the preliminary title report, as referenced in Section 4(c) of the Agreement, this Schedule A shall be amended by annexing the metes and bounds description of the Premises hereto.

10-24-13 14:45

FROM: SEGEL GOLDMAN MAZZOTTA PC

518-452-0417

T-673 P.16/17 F-425

Execution Counterpart**MEMORANDUM OF CONTRACT**

An Option Agreement (the "Contract"), has been executed and delivered, as of October 24, 2013 providing as follows:

Owner: Sam Plessner, residing at 1201 South Ocean Drive, Apt 509, South Summit Condo, Hollywood FL 33019.

Purchaser: Mega Funworks, Inc., a New York corporation with an address at c/o Rocking Horse Ranch, 600 Route 44/55, Highland, NY 12528.

Property: Certain real property (the "Property") located in New Paltz Township, Ulster County, New York, identified on the Tax Map for the Town of New Paltz as Section 86.12, Block 5, Lots 12.31 and 12.32, containing approximately 57.3 acres, located on Route 299 and Paradies Lane, and more particularly described in Schedule A attached hereto.

Option Period: Two (2) years with one (1), One (1) year extension option.

Closing: No later than one hundred eighty (180) days from the Purchaser's exercise of the Option.

In the case of any conflict between this Memorandum of Contract and the Contract, the Contract shall control.

IN WITNESS WHEREOF, the Owner and Purchaser have executed this Agreement as of the 24th day of October, 2013.



SAM PLESSER

MEGA FUNWORKS, INC.

By: Steven Turk
Its: President

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SAM PLESSER

MEGA FUNWORKS, INC.


By: Steven Turk
Its: President

10-24-13 14:46

FROM-SEGEL GOLDMAN MAZZOTTA PC

518-452-0417

T-673 P.17/17 F-425

Execution Counterpart**ACKNOWLEDGMENT FOR USE WITHIN NEW YORK STATE**

STATE OF NEW YORK :

ss

COUNTY OF _____ :

On the ____ day of October, 2013, before me, the undersigned, personally appeared STEVEN TURK, personally know 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 within instrument, the limited partnership on behalf of which the individual acted, executed the instrument.


[Seal/Stamp]

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATESTATE OF FLORIDA :COUNTY OF BROWARD ^{ss} :

On the 24 day of October, 2013, before me, the undersigned, personally appeared SAM PLESSER, personally know 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 within instrument, the limited partnership on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Hollywood.
State of FLORIDA.

 MICHELL POMALES
Notary Public - State of Florida
My Comm. Expires Oct 10, 2016
My commission expires: October 10, 2016

Record and Return to:

Robert J. Levine, Esq.
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601

Execution Counterpart

ACKNOWLEDGMENT FOR USE WITHIN NEW YORK STATE

STATE OF NEW YORK :

COUNTY OF Ulster ^{SS} :

On the 24th day of October, 2013, before me, the undersigned, personally appeared STEVEN TURK, personally know 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 within instrument, the limited partnership on behalf of which the individual acted, executed the instrument.

GIOVANNA KALB
Notary Public, State Of New York
Registration #01KAS040068
Qualified In Ulster County
Comp. Seal/Stamp April 17, 2014

Giovanna Kalb
Notary Public
My commission expires: April 17, 2014

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

STATE OF _____ :

COUNTY OF _____ ^{SS} :

On the _____ day of October, 2013, before me, the undersigned, personally appeared SAM PLESSER, personally know 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 within instrument, the limited partnership on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, State of _____.

[Seal/Stamp]

Notary Public
My commission expires: _____

Record and Return to:

Robert J. Levine, Esq.
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601

ATTACHMENT 2 (SECTION II)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Property Information

Question 5: Property Description Narrative

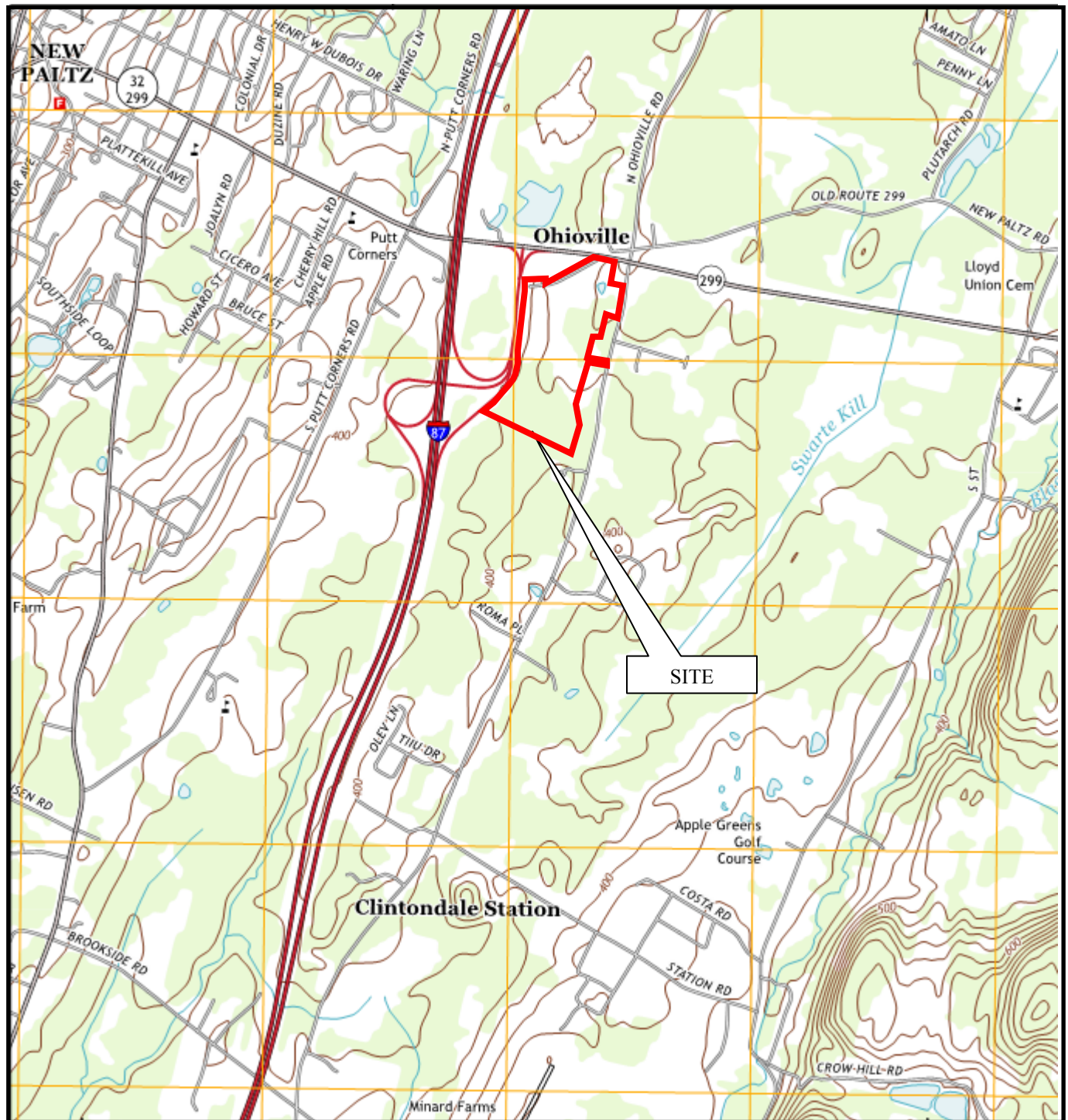
The Plesser property (the Site) is an irregular-shaped parcel of undeveloped land comprised of two tax parcels in the Town of New Paltz, Ulster County, New York (Section 86.12, Block 5, Lots 13.310 and 13.320). The combined parcels are approximately 57.3 acres in size. The parcels that comprise the Site lack a physical address. The location of the Site is shown on Figure 1 – Site Location Map and an ortho-photograph depicting the site boundaries and the surrounding areas is included as Figure 2 – Ortho-Imagery of the Proposed BCP Site. The tax lot boundaries of the Site and surrounding parcels are depicted on Sheet F-1 Tax Map Adjoiner Information.

The Site is currently vacant. Areas of the site contain grassy fields and wooded land. It has historically been developed. Remnants of foundations, concrete paved areas, an asphalt driveway, power lines and several trails exist. A small portion of the northernmost tax lot is landscaped. This portion of the site is in close proximity to Paradies Lane. The central portion of the proposed BCP Site contains grassy fields. The southernmost portion of the Site is wooded with wetlands delineated. The remnant foundations, concrete paved areas, and an asphalt driveway are located in the northwestern section the Site. Several trails are present on western and central sections of the Site.

The northern section of the Site contains approximately 1,000 feet of frontage along the southern side of Paradies Lane and NYS Route 299 and 450 feet of frontage along the western side of South Ohioville Road.

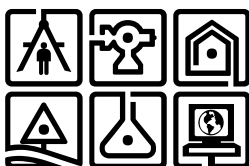
Question 6: Easements

There are numerous easements on the property. The easements are associated with power lines and telephone lines located on the western perimeter and stretching across the central section of the site with Central Hudson Gas & Electric and New York Telephone. There is a drainage easement, servicing the New York State Thruway Authority exit located on the western side of the property. Copies of the easements are included in a "Certificate For Title", issued by First American November 14, 2013 (attached). The easements described above between Samuel Plessner and/or his predecessors are described therein. Also, A Phase I ESA dated April 30, 2014 suggests that there is an encroachment on the east central section of the Site where an adjacent auto-repair facility stores automobiles in an approximate 10,000 square foot paved area.



MAP REFERENCE

United States Geological Survey
7.5 Minute Series Topographic Map
Quadrangle: Clintondale, NY
Date: 2013



C.T. MALE ASSOCIATES

ENGINEERING, SURVEYING, ARCHITECTURE & LANDSCAPE ARCHITECTURE, D.P.C.

50 CENTURY HILL DRIVE
LATHAM, NY 12110

FIGURE 1 - SITE LOCATION MAP

TOWN OF NEW PALTZ

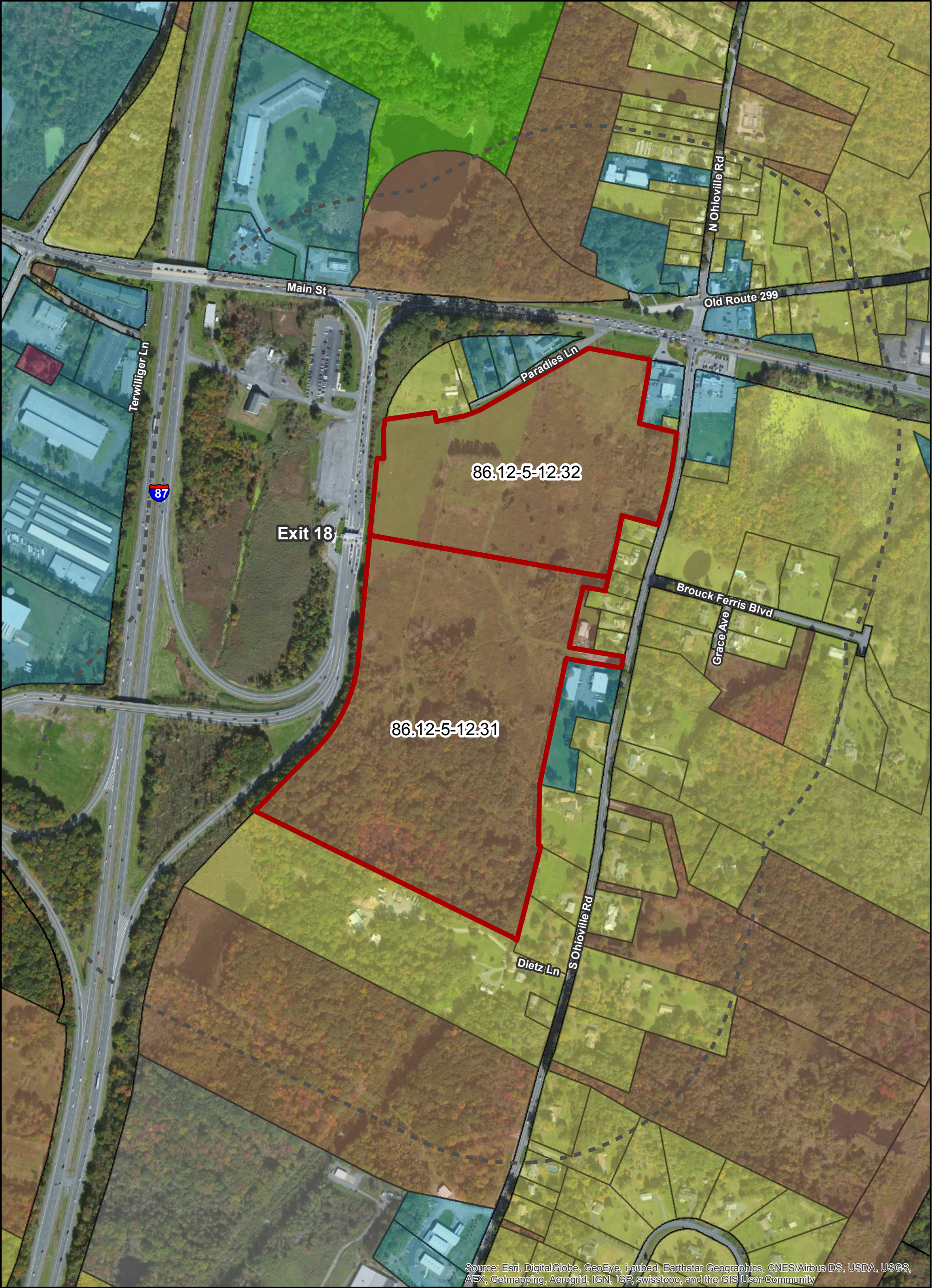
ULSTER COUNTY, NY

SCALE: 1:2,000±

DRAFTER: ASG

PROJECT No: 15.5056

The locations and features depicted on this map are approximate and do not represent an actual survey.



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Project Number: 15.5056
Data Source: NYSGIS Clearinghouse, World Imagery, Ulster County RPS
Projection: NY State Plane East NAD 83 (ft.)
Date: February 2, 2015
File: Fig2_Imagery.mxd
GIS: CHay

Legend

	Proposed Site		Recreation & Entertainment
	Agricultural		Community Services
	Residential		Industrial
	Vacant Land		Public Services
	Commercial		1000' Perimeter of Site
			Tax Parcels

0 200 400 Feet


Figure 2 - Orthoimagery of the Proposed BCP Site

Town of New Paltz Ulster County, New York

FOUNDED IN 1910

C.T. MALE ASSOCIATES
ENGINEERING, SURVEYING, ARCHITECTURE & LANDSCAPE ARCHITECTURE, D.P.C.
50 CENTURY HILL DRIVE, LATHAM, NEW YORK 12110
(518) 786-7400 * FAX (518) 786-7299 * WWW.CTMALE.COM



TAX MAP ADJOINER INFORMATION	WILDBERRY LODGE PARADIES LANE TOWN OF NEW PALTZ ULSTER COUNTY, NEW YORK	DATE: 01/30/15	JOB # 1016.01		71 CLINTON STREET MONTGOMERY, NY 12549 Ph: (845) 457-7727 Fx: (845) 457-1899
		SCALE: 1" = 400'	SHEET # F-1		

Title Number 730-U-2540
Application Date 10/28/2013
Report Date 11/14/2013
Amended Date

APPLICANT Rocking Horse Ranch Resort Attn: Rocco Tammone 600 Route 44/55 Highland, NY 12528	PREMISES South Ohioville Road Town of New Paltz County Ulster S/B/L 86.12 / 5 / 12.310																																																																																							
BANK ATTORNEY	Closing County Ulster SELLER/OWNER Samuel Plesser																																																																																							
SELLER'S ATTORNEY Segel, Goldman & Mazzotta, P.C. Attn: Thomas Mazzotta, Esq. 9 Washington Square Albany, NY 12205 Tel (518) 452-0941	PURCHASER Rocking Horse Ranch Corp. LENDER																																																																																							
INSURANCE Fee 3,500,000.00																																																																																								
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CERTIFICATE OF TITLE

First American Title Insurance Company

Abstract Number UL-1564

Title Number 730-U-2540

Rocco Tammone

First American Title Insurance Company ("the Company") certifies to the "proposed insured (s)" listed herein that an examination of title to the premises described in schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises, described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

COUNTERSIGNED

Authorized Signature

HARDENBURGH TITLE AGENCY
12 Scotchtown Avenue
P.O. Box 638
Goshen, NY 10924
Tel (845) 294-6909
Fax (845) 294-3530

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

CLOSING REQUIREMENTS

1. **CLOSING DATE:** In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
2. **PROOF OF IDENTITY:** identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
3. **POWER OF ATTORNEY:** if any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY. The Power must be in recordable form.
4. **CLOSING INSTRUMENTS:** If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
5. **LIEN LAW CLAUSE:** Deeds and Mortgages must contain the covenant required by Section 13 of the lien Law. The covenant is not required in deed from referees or other persons appointed by a court for the sole purpose of selling property.
6. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys and maps unless such surveys or maps are on file.
7. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

MISCELLANEOUS PROVISIONS

1. THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTIONS BASED UPON THE CONTENTS HEREOF.
2. THE COMPANY CLOSER MAY NOT ACT AS LEGAL ADVISOR FOR ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. THE CLOSER IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY.
3. If the insured contemplates making improvements to the property costing more than twenty percentum of the amount of insurance to be issued hereunder, we suggest that the amount of insurance be increased to cover the cost thereof; otherwise in certain cases the insured will become a co-insurer.
4. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, mouldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
5. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such a search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
6. The Company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
7. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
8. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.

Schedule A

Abstract No. **UL-1564**
Title Number: **730-U-2540**

Effective Date: **10/14/2013**

Premises (1) **South Ohioville Road**
Town/Village/City **Town of New Paltz**
County **Ulster**
Section **86.12** Block **5** Lot **12.310**

Premises (2) **Main Street**
Town/Village/City **Town of New Paltz**
County **Ulster**
Section **86.12** Block **5** Lot **12.320**

ALTA Owner's Policy 2006 (with Endorsement Modifications) \$ **3,500,000.00**
Proposed Insured **Rocking Horse Ranch Corp.**

ALTA Loan Policy 2006 (with Endorsement Modifications) \$
Proposed Insured

The estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

Title to said estate or interest in said land at the effective date hereof is vested in:

Samuel Plessner

Source of Title:

By deed from Abram W. Paradies dated 10/22/85 and recorded in the Ulster County Clerk's Office on 10/23/85 in Liber 1549 page 86, as corrected by deed dated 2/22/95 and recorded in the Ulster County Clerk's Office on 4/3/95 in Liber 2480 page 290.

Recertified Date: ____/____/____

Title Recertified In:

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION WITHIN

Schedule A Description

Abstract No. UL-1564
Title Number 730-U-2540

Page 1

ALL that parcel of land, together with buildings and improvements thereon erected, situate in the Town of New Paltz, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a pipe on the westerly side of South Ohioville Road, said point being at the southeast corner of lands now or formerly of Salvatore Tantillo and running thence along South Ohioville Road South 15° 41' 00" West 227.36 feet, South 23° 25' 00" West 98.93 feet and South 27° 12' 00" West 100.00 feet; thence along the division line with lands of Tantillo North 63° 39' 50" West 168.32 feet and South 18° 50' 00" West 100.00 feet to a rod; thence along lands of Triolo South 24° 45' 00" West 100.00 feet, thence still in part along lands of Triolo and lands of Salanitri South 23° 13' 00" West 150.00 feet; thence along lands of W. Paradies North 69° 04' 00" West 75.00 feet; thence along lands of A. Paradies North 69° 04' 00" West 26.56 feet and South 20° 11' 35" West 273.34 feet; thence along lands of A. Paradies and lands of Bebensee South 70° 14' 00" East 241.00 feet to the westerly side of the aforementioned South Ohioville Road; thence along said road South 18° 23' 40" West 50.03 feet; thence along the division line with lands of A. Paradies North 70° 14' 00" West 250.00 feet and South 21° 49' 40" West 581.27 feet to a pipe; thence along the division line with lands of Bliziotis and following a fence South 10° 57' 00" West 261.00 feet to a point in a stone wall; thence through said wall South 53° 31' 00" East 10.20 feet; thence leaving said wall and along the division line with lands of Tuzzolino and lands of Sinagra and the remains of a wall South 24° 10' 00" West 443.90 feet to a point in a wall on the division line with lands of Ingrassia; thence along said division line and wall North 55° 48' 00" West 611.70 feet, North 45° 01' 00" West 69.60 feet and North 53° 58' 00" West 611.60 feet to a stake in wall; thence along the division line with lands of the New York State Thruway Authority North 55° 11' 00" East 329.89 feet to a point; said line passing over a NYS monument, on a curve to the left having a radius of 700.00 feet, a distance of 478.08 feet to a NYS monument, said line passing over a NYS monument, North 16° 03' 10" East 951.76 feet to a NYS monument, South 80° 07' 05" East 32.04 feet to a NYS monument, North 8° 55' 00" East 134.47 feet and North 21° 42' 00" East 52.70 feet; thence along the northerly side of Paradies Lane and along lands of A. Paradies South 88° 32' 00" East 217.96 feet; thence South 00° 29' 45" East 49.48 feet to a rod; said last line crossing Paradies Lane; thence along the southerly side of Paradies Lane North 86° 01' 00" East 156.30 feet North 74° 04' 40" East 126.34 feet and North 70° 03' 00" East 466.00 feet; thence along Route 299 on a chord of South 69° 44' 00" East 275.82 feet; thence along lands of Salvatore Tantillo South 13° 33' 00" West 37.90 feet, South 19° 37' 00" West 255.17 feet and South 65° 30' 45" East 171.57 feet to the place of beginning. Containing 57.39 acres.

Continued On Next Page

Schedule A Description - continued

Abstract No. **UL-1564**
Title Number **730-U-2540**

Page **2**

TOGETHER with and subject to any rights, titles or interests of others in and to that portion of Paradies Lane used for road purposes. Granting and reserving any right of ways of record. Subject to any easements of record and subject to a drainage easement for surface waters and riparian rights of their parties along the present surface water drainage ditch in so far as the ditch forms the common boundary between the parcel conveyed and lands of Grantor along the South Ohioville Road.

The party of the first part, Abram W. Paradies, conveys any and all right, title and interest he has in and to the premises lying between the center line of the South Ohioville Road and the center line of Paradies Lane with the premises described above containing 57.39 acres.

RESERVING unto the Grantor, his successors and or assigns the right appurtenant to lands being retained on the North and South side of the described parcel and easement for ingress and egress over the following described lands to be used in common with Grantee. The easement shall cease and terminate upon the lands being dedicated as a public road. The easement is described as follows:

BEGINNING at a point along the West side of South Ohioville Road at the Southeasterly corner of lands of Bebensee; thence along South Ohioville Road South 18° 23' 40" West 50.03 feet; thence along the division line with lands of A. Paradies, North 70° 14' 00" West 250.00 feet to a point; thence North 21° 49' 40" East 50.00 feet to a point; thence along the lands of Bebensee, South 70° 14' 00" East 241.00 feet to the point or place of beginning.

Which lands are further shown on Subdivision Map Prepared for Samuel Plessner filed in the Ulster County Clerk's Office on 7/29/92 as Map No. 9389.

Abstract No. **UL-1564**
Title Number: **730-U-2540**

Schedule B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

1. Rights of tenants or persons in possession.
2. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
3. Tax Law Sec. 663(d), effective 9/1/2003, as revised, requires that a recording officer shall not record or accept for record any deed unless accompanied by a form IT-2663, together with the payment of the estimated tax due, if any, by check made payable to "NYS Income Tax" or if the transaction is not subject to the filing and payment requirements of sec. 663 because the seller is a resident individual, trust or estate, a TP-584 form which includes a completed certification by the transferor/seller that this section is inapplicable to the transfer.

Note: Sec. 663 applies to sales by nonresident individuals, nonresident trusts and nonresident estates, other than a sale of a principal residence as that term is defined in 26 USC Sec. 121, a deed in lieu of foreclosure for no additional consideration or a sale where the transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association, or a private mortgage insurance company.

4. To verify at closing the identity of the persons who are executing closing documents, two forms of identification, at least one of which is to contain a photograph, are to be presented.
5. Survey: None - Subject to any state of facts an accurate survey or inspection would disclose.
6. We have conducted a Patriot Search against Rocking Horse Ranch Corp. and Samuel Plesser on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control (OFAC) and show: Nothing found.
7. A Bankruptcy Search was conducted against Rocking Horse Ranch Corp. and Samuel Plesser and nothing was found.
NOTICE: Hardenburgh Abstract Company does hereby certify that the records of the U.S. Bankruptcy Courts, New York Southern District, were examined and that the information recorded above is a true and accurate abstraction of the contained within. This report is submitted for information purposes only. Liability is limited to errors and omissions of information property indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$250 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the Case Management/Electronic Case Filings to the Index Section of the Bankruptcy Clerk's Office.
8. Subject to and together with rights as in Liber 2480 page 291 as to rights in and to Paradies Lane, drainage, access easement.
9. Subject to terms and conditions on filed Map No. 9389.
10. Grants in Liber 680 page 11, Liber 875 page 377, Liber 892 page 312.
11. Subject to Easement reserved and Drainage Easement in Liber 1549 page 86 corrected by Liber 2480 page 290.
12. Rights of others in and to Paradies Lane lying within bounds of insured premises are excepted.

Continued On Next Page

Abstract No. **UL-1564**
Title Number: **730-U-2540**

Schedule B

13. Subject to Easement in Liber 2480 page 294 and Liber 2480 page 298. Rights of others to cross over premises are excepted.
14. Subject to Notice in Liber 1888 page 117.
15. Subject to Memorandum of Real Estate Option Agreement in Liber 1764 page 284, first amendment recorded in Liber 2059 page 206, second amendment recorded in Liber 2083 page 34.
16. Subject to Memorandum of Option Agreement in Liber 2145 page 185, Memorandum of First Amendment to Agreement in Liber 2260 page 99.
17. Policy specifically excepts lands appropriated by the State of New York in Liber 874 page 309, Liber 874 page 312 and Liber 1033 page 396.
18. Tax Map indicates portion of premises are wetlands and premises are subject to all rules and regulations pertaining to said designation and buffer zone for same.
19. Premises are bounded by the west by what appears to be the NYS Thruway or ramps leading to the NYS Thruway a limited access highway and no rights in and to same are insured.
20. Subject to Driveway Rights set forth in Liber 1147 page 889.
21. Purchaser, Rocking Horse Ranch Corp., was run for liens and judgments for 10 years and nothing was found.
22. Samuel Plesser, was run for liens and judgments for 10 years and nothing was found.

Tax Search

Account Number: Abstract No. UL-1564
Municipality South Ohioville Road Title Number: 730-U-2540
Town of New Paltz Year of Roll 2013
Section 86.12 Block 5 Lot 12.310
Assessed Valuation 298,900.00 Total 298,900.00
Assessed To Samuel Plesser

Lot Size 35.70 acres
Class 330
School District New Paltz Code

Taxes

2013	County and Town Tax	9,599.15 paid	02/28/2013
(includes releived 2012/13 School Tax of \$6,051.97)			
2013/14	School Tax	5,923.61 paid	09/09/2013
Subject to Sewer and Water owing, if any.			

Note: County and Town Tax period 1/1-12/31, due 1/1
Town of New Paltz
Tax Collector
P.O. Box 550
New Paltz, NY 12561
845-255-0100

School Tax period 7/1-6/30, due 9/1
New Paltz Central School District
Tax Collector
P.O. Box 129
Buffalo, NY 14240-0129
845-256-4010

Policy will except all unpaid water rates and/or sewer rents or assessments in the absence of paid bills and receipts to be presented at closing. If the said premises are in an incorporated village, village tax receipt must be produced. Does not include assessments for any special district not a part of the state and county tax roll.

COMPANY EXCEPTS ANY LIABILITY OR DAMAGE DUE TO THE REMOVAL OF PREMISES FROM AGED/AGRICULTURAL/VETERANS/EXEMPTIONS.

Company will not accept seller's check for payment of taxes at closing. Payment must be by attorney's check or purchaser's check.

Tax Search

Account Number:
Municipality **Main Street**
 Town of New Paltz
Section **86.12** Block **5** Lot **12.320**
Assessed Valuation **300,000.00** Total **300,000.00**
Assessed To **Samuel Plesser**

Abstract No. **UL-1564**
Title Number: **730-U-2540**
Year of Roll **2013**

Lot Size **21.60 acres**
Class **330**
School District **New Paltz** Code

Taxes			
2013	County and Town Tax	9,634.50 paid	02/28/2013
(includes releived 2012/13 School Tax of \$6,074.25)			
2013/14	School Tax	5,945.41 paid	09/09/2013
Subject to Sewer and Water owing, if any.			

Note: County and Town Tax period 1/1-12/31, due 1/1
 Town of New Paltz
 Tax Collector
 P.O. Box 550
 New Paltz, NY 12561
 845-255-0100

 School Tax period 7/1-6/30, due 9/1
 New Paltz Central School District
 Tax Collector
 P.O. Box 129
 Buffalo, NY 14240-0129
 845-256-4010

Policy will except all unpaid water rates and/or sewer rents or assessments in the absence of paid bills and receipts to be presented at closing. If the said premises are in an incorporated village, village tax receipt must be produced. Does not include assessments for any special district not a part of the state and county tax roll.

COMPANY EXCEPTS ANY LIABILITY OR DAMAGE DUE TO THE REMOVAL OF PREMISES FROM AGED/AGRICULTURAL/VETERANS/EXEMPTIONS.

Company will not accept seller's check for payment of taxes at closing. Payment must be by attorney's check or purchaser's check.

Mortgages

Abstract No. **UL-1564**

Title Number **730-U-2540**

NONE OF RECORD

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

State Municipal Department Searches

Abstract No. **UL-1564**

Title Number **730-U-2540**

Page 1

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

FLOOD ZONE

Information to follow

Central Hudson Gas & Electric Corporation AND New York Telephone Company shall reimburse the undersigned for any damage to his-her-their-its property caused solely by the said Corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporations respectively.

Signed, sealed and delivered, on January 31, 1947

In the presence of:
Hubert Smith

Nicholas Kentnech (L. S.)
Mary L. Kentnech (L. S.)
Residing at: No Street No.
Town, Ulster, Ulster County, New York State

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

On this 17th day of February 1947, before me personally came

--- HUBERT SMITH ---

with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in High Falls, N.Y., that he is personally acquainted with Nicholas Kentnech, Mary L. Kentnech and knows said persons to be the persons described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said persons execute the same and that they (severally) duly acknowledged to him, the said subscribing witness, that they executed the same and that he thereupon subscribed his name as witness thereto.

Alfred W. Stall
Notary Public
Alfred W. Stall, #46271
Notary Public in State of New York
Resident in and for Ulster County
Commission Expires March 30, 1948

A true record entered
April 1 1947 at 9 A. M.

[Signature] Clerk

////////////////////////////////////
In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number) Poughkeepsie, New York, AND New York Telephone Company, a domestic Corporation having its principal office (residence) at 141 West St., New York, N.Y., is hereby acknowledged, the undersigned hereby grants and conveys unto said corporations, and each of them, their respective successors, assigns and lessees, an easement and right of way, in, upon, over, under and across the lands of the undersigned including roads and highways thereon and adjacent thereto, situated in the Town of New Paltz, County of Ulster, State of New York.

Said easement and line shall extend from the property line of James Krom on the East in a westerly direction to the property line of R. W. Hasbrouck on the West along N.Y. State highway 239.

Together with the right at all times to enter thereon and have access

1680 of 11

thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove a line of poles, cables, crossarms, wires, guys, braces, underground conduits and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees.

Together with the right also to attach guy wires to trees on said property, and to trim, cut and remove trees and other objects thereon so as to provide a clearance of 10 feet from the wires of said corporations.

The exact location of said easement and line is to be as determined by said corporations having regard to the origin, general direction and destination of said line and the requirements of said corporations. If such line hereafter materially interferes with any new use to which the land of the undersigned may subsequently be devoted the Corporations will, on reasonable notice, and on being given without cost a new easement and right of way, satisfactory in form to them, for a substitute location reasonably suitable for their requirements, remove such line to such substitute location, but only one such removal may be required.

Central Hudson Gas & Electric Corporation AND New York Telephone Company shall reimburse the undersigned for any damage to his her-their-its property caused solely by the said Corporations in repairing the line to be located on this easement.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and of said corporations respectively.

Signed, sealed and delivered, on February 7, 1947

Abram W. Paradise (L. S.)

Residing at: (none) Number, Chioville
New Paltz Rd. No. Street No.
Town, New Paltz, Ulster County,
N.Y. State

IN THE PRESENCE OF:

Edson Ryder

STATE OF NEW YORK }

COUNTY OF ULSTER }

SS.:

On this 26th day of February 1947, before me personally came

--- EDSON RYDER ---

with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in Poughkeepsie, that he is personally acquainted with Abraham W. Paradise and knows said person to be the person described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person execute the same and that he duly acknowledged to him, the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness thereto.

Wm. Howard Young
Notary Public
Wm. Howard Young
Notary Public in State of New York
Residing in Dutchess County #1137
Commission Expires March 30, 1947
Certificate filed in Ulster Co.
#04535

L 680-12

A true record entered

April 1 1947 at 9 A. M.

Clerk

Form No. 421 Rev. 12-1-52

875 377

In consideration of the sum of \$ 1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas and Electric Corporation, a domestic corporation having its principal office (residence) at South Road (no street number), Poughkeepsie, New York, AND New York Telephone Company, a domestic corporation having its principal office (residence) at 141 West St., New York, N.Y., is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees, an easement and right of way 30 feet in width throughout its extent, in, upon, over, under and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the town of How Palth County of Ulster, State of New York.

Said easement and line shall extend from the property line of Triolo on the east in a westerly direction for a guyand anchor scaly on the west.

Together with the right at all times to enter thereon and to have access thereto and to construct, relocate, operate and maintain thereon and to repair, replace, protect and remove, lines of poles, cables, crossarms, wires, guys, braces, underground conduits, and all other appurtenances and fixtures adapted to the present and future needs, uses and purposes of said corporation(s), their respective successors, assigns and lessees.

Together with the right also to trim, cut and remove at any time such trees and other objects thereon and on adjacent property of the undersigned, as in the judgment of said corporation(s), their respective successors, assigns and lessees, may interfere with, obstruct or hinder the construction, operation or maintenance of said rights, lines and fixtures or any thereof.

The exact location of said easement and lines is to be as determined by said corporation(s) having regard to the origin, general direction and destination of said lines and the requirements of said corporation(s).

Reserving unto the undersigned the right to cultivate the ground between said poles and beneath said wires and fixtures, provided that such use of said ground shall not interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house or other structure shall be erected within the limits of the right of way without the written consent of said corporation(s); and provided that damages to the property owned by the undersigned caused solely by said corporation(s), their respective successors, assigns or lessees, in maintaining or repairing said lines shall be adjusted at the expense of said corporation(s), their respective successors, assigns or lessees.

The provisions hereof shall inure to and bind the heirs, legal representatives, successors, assigns and lessees of the undersigned and said corporation(s) respectively.

Signed, sealed and delivered, on Oct. 24, 1953, 1953, Adrian M. Parson (L.S.)

In the presence of: E. L. Tammey (L.S.)

Residing at New Paltz, Ulster, N.Y.
Town, City or Village, County, State

If no street number put "XXXX"

INDIVIDUAL ACKNOWLEDGMENT STATE OF NEW YORK

County of Ulster ss:
On this 24 day of October, 1953, before me, the subscriber, personally appeared Adrian M. Parson to me personally known and known to me to be the individual(s) described in and who executed the foregoing instrument, and he (severally) duly acknowledged to me that he executed the same.

CORPORATION ACKNOWLEDGMENT STATE OF NEW YORK

County of Ulster ss:
On this 24 day of October, in the year 1953, before me personally appeared Adrian M. Parson to me known, who being by me duly sworn, did depose and say: that he resides at New Paltz, Ulster, N.Y. that he is the President of the New York Telephone Company; that he is the duly authorized agent 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 this order.

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS STATE OF NEW YORK

County of Ulster ss:
On this 24 day of October, 1953, before me personally came E. L. Tammey (subscribing witness) with whom I am personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being by me duly sworn, did depose and say that he resides in New Paltz, N.Y. that he is personally acquainted with Adrian M. Parson and knows said person(s) to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness, was present and saw the said person(s) execute the same and that he (severally) duly acknowledged to him, the said subscribing witness, that he executed the same and that he thereupon subscribed his name as witness therein.

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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Notary Public

RECORD AND RETURN TO
CENTRAL HUDSON GAS & ELEC. CORP.
South Road, Poughkeepsie, N. Y.

[illegible]

ACKNOWLEDGMENT.

I, John A. Harnett, Notary Public,
do hereby certify that on the _____ day of _____
1922, before me, the subscriber, personally appeared
Howard W. Harnett, to me personally known and known to me to be the individual(s)
(severally) duly acknowledged to me that he executed the same.
I have entered the foregoing instrument, and it is (severally) duly acknowledged to me that he executed the same.

ACKNOWLEDGMENT.

I, _____, do hereby certify that on the _____ day of _____
1922, before me personally appeared _____
to me known who being by me duly sworn, did depose and say that
_____ is the President of the _____
and in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is his seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name
therein.

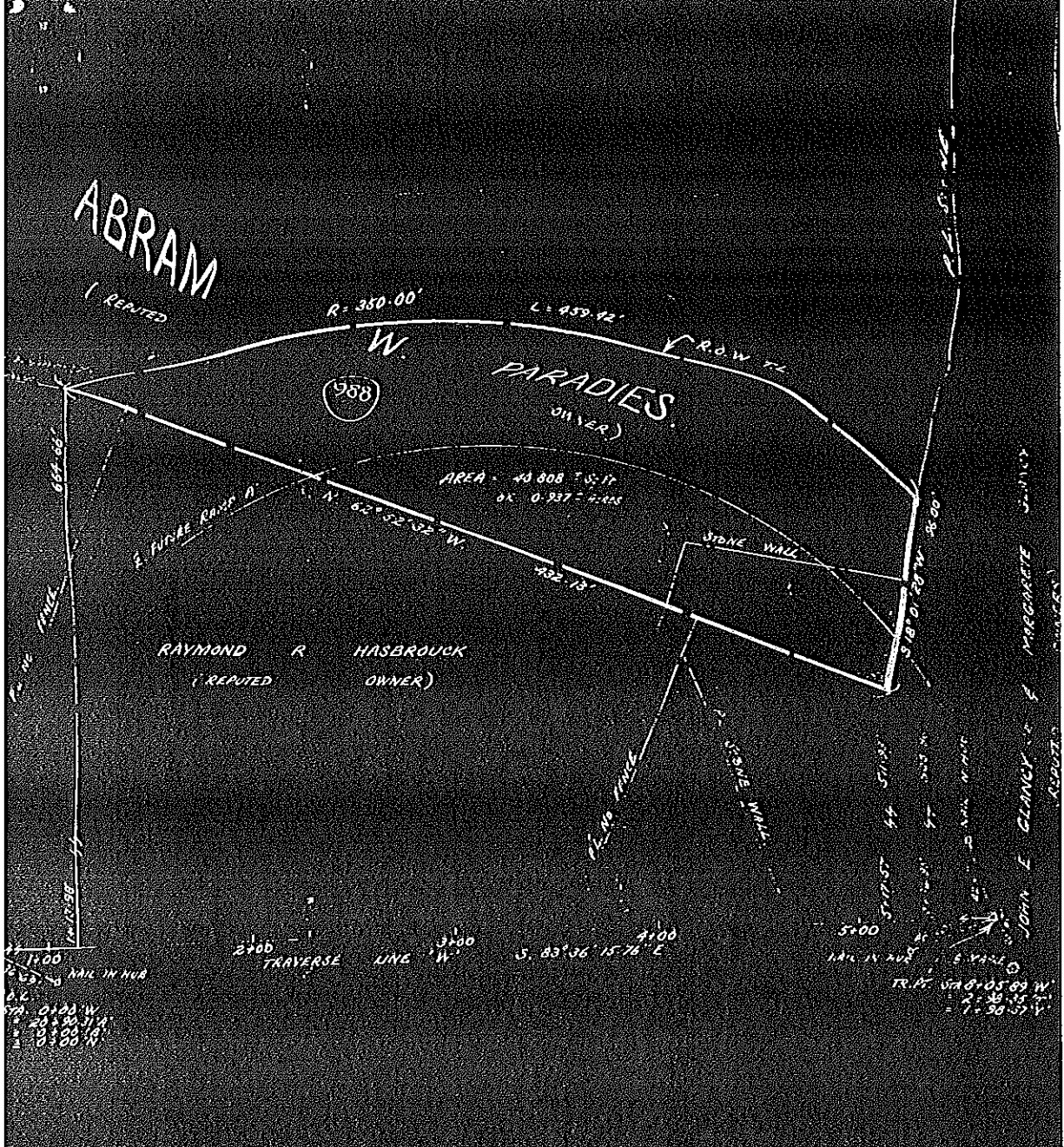
WITNESSES BY SUBSCRIBING WITHIN,

I, _____, do hereby certify that on the _____ day of _____
1922, before me personally came _____
(subscriber/witness)
personally acquainted, to me known and known to me to be the subscribing witness to the foregoing instrument, who, being
sworn, did depose and say that he resides in _____, that he is personally acquainted with
_____, to be the person(s) described in and who executed the foregoing instrument; that he, the said subscribing witness,
knows the said person(s) execute the same and that he (severally) duly acknowledged to him, the said subscribing wit-
ness, the same and that he thereupon subscribed his name as witness therein.

Notary Public.

[illegible]

L 892
q 312



NEW YORK STATE DEPARTMENT OF PUBLIC WORKS

NEW YORK STATE THRUWAY

THE CATSKILL SECTION

COUNTY OF ULSTER

SUBDIVISION NO. 4

No. 744
cel No. 988

Fee W/A 40,808 ± 0.537 ±

ABRAM V. PARADIES
(Reputed Owner)

Map and description of property which the Superintendent of Public Works deems necessary to acquired in fee in the name of The People of the State of New York, without the right of access and from abutting property, by appropriation, for purposes connected with the Thruway System of State, pursuant to the applicable provisions of ARTICLE XII-A of the Highway Law, and ARTICLE TITLE 9 of the Public Authorities Law.

All that piece or parcel of property hereinafter designated as parcel No. 988, situate in the town of New Paltz, County of Ulster, State of New York, as shown on the accompanying map and described as follows:

cel No. 988

Beginning at a point in the division line between the property of Benny Vezelle - Mary Vezelle

SCHEDULE A

LIB? 874 PAGE 309

New York State Thruway
Catskill Section
Ulster County
Subdivision 4
Map 749, Parcel 988

Article XII-A of the Highway Law and Article 2, Title 9 of
the Public Authorities Law.

Pursuant to the law referred to above the appropriation map(s) attached hereto was filed in the:
Department of State
Register of the County named on said map(s).

AUG 21 1953
November 5, 1953
Office of the Clerk or

NAME OF OWNER

ADDRESS

~~XXXXXXXX~~

ABRAM W. PARADIES
CENTRAL HUDSON GAS AND
ELECTRIC CORPORATION
NEW YORK TELEPHONE
COMPANY
RAYMOND R. HASBROUCK

R.D. #1, New Paltz, N.Y.
South Rd., Poughkeepsie, N.Y.
140 West St., N.Y. 7, N.Y.

ABRAM

REPUTED

R = 350.00'

L = 40'

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS

NEW YORK STATE THRUWAY

THE CATSKILL SECTION

COUNTY OF ULSTER

SUBDIVISION NO. 4

Parcel No. 749
Parcel No. 988

Feet W/A 40,808± 0.337±

ABRAM W. PARADISE
(Reputed Owner)

Map and description of property which the Superintendent of Public Works deems necessary to be acquired in fee in the name of The People of the State of New York, without the right of access and from abutting property, by appropriation, for purposes connected with the Thruway System of the State, pursuant to the applicable provisions of ARTICLE XII-A of the Highway Law, and ARTICLE TITLE 9 of the Public Authorities Law.

All that piece or parcel of property hereinafter designated as Parcel No. 988, situate in the Town of New Paltz, County of Ulster, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 988

Beginning at a point in the division line between the property of Fanny Mozzillo, Mary Mozzillo, Louis Mozzillo, and Eugene Mozzillo (Reputed Owners) on the south and Abram W. Paradise (Reputed Owner) on the north said point being distant 664.66 feet northerly measured at right angles from Station 1+13.98 of the hereinafter described Traverse Line "W", being a portion of the Survey Base Line; thence through the property of Abram W. Paradise on a curve to the right having a radius of 600.00 feet an arc length of 459.42 feet to a point on the division line between the property of John E. Glancy, Jr., and Margarete Glancy (Reputed Owners) on the east and the property of Abram W. Paradise (Reputed Owner) on the west, said point being distant 605.96 feet northerly measured at right angles from Station 5+36.95 of the Traverse Line "W"; thence along the last mentioned division line, S 18° 01' 28" W, 96.00 feet to a point on the division line between the properties of John E. Glancy and Margarete Glancy (Reputed Owners), Raymond R. Hasbrouck (Reputed Owner) and Fanny Mozzillo, Mary Mozzillo, Louis Mozzillo, and Eugene Mozzillo (Reputed Owners) on the south and the property of Abram W. Paradise (Reputed Owner) on the north, said point being distant 511.93 feet northerly measured at right angles from Station 5+17.57 of the Traverse Line "W"; thence along last mentioned division line, N 62° 52' 32" W, 432.13 feet to the point or place of beginning, being 40,808± square feet or 0.937± acres, more or less.

The above mentioned Traverse Line "W" is a portion of the survey base line, for the construction of the Thruway, as shown on a map and plan on file in the office of the State Department of Public Works and described as follows:

Beginning at P.O.L. Station 0+00.00 "W" (20+90.31 "A") (0+00 "B") (0+00 "N"); thence S 83° 36' 5.76" E, 805.89 feet to Tr. Pt. Station 8+05.89 "W" (2+98.35 "T") (1+98.37 "Y").

All bearings are referred to True North at the 7° 20' meridian of West Longitude.

It is hereby certified that this is an accurate description and map made from an accurate survey.

EDWARDS, KELCEY AND BECK

LIBR 874 PAGE 312

SCHEDULE A

New York State Thruway
Catskill Section
Ulster County
Subdivision 4
Map 748, Parcel 984
Map 796, Parcels 953, 869 and 950

Article XII-A of the Highway Law and Article 2, Title 9 of
the Public Authorities Law.

Pursuant to the law referred to above, the appropriation map(s) attached hereto was filed in the:
Department of State AUG 21, 1953 Office of the Clerk or
Register of the County named on said map(s) November 5, 1953

NAME OF OWNER

ADDRESS

~~XXXXXXXX~~

ABRAM W. PARADIES

R.D. #1, New Paltz, N.Y.

FRED J. DuBOIS

KENNETH Z. VANDERLYN

RAYMOND R. HASBROUCK

CENTRAL HUDSON GAS AND
ELECTRIC CORPORATION

South Rd., Poughkeepsie, N.Y.

NEW YORK TELEPHONE
COMPANY

140 West St., N.Y. 7, N.Y.

CLINTONDALE FRUIT GROWERS
CO-OPERATIVE ASSOCIATION,
INC.

[illegible]

AREA = 670,695 ± 50 FT.
OR 15.397 ± AC

ABRAM W. PARADIES

(REPUTED)

(984)

It is hereby certified that this is an accurate description and map made by the

ABRAM W. PARADIE
(REPUTED OWNER)

(DBA)

AREA = 670,695 ± 50 FT.
OF 15,297 AC.

WOODS

VIRGIL TURNER
(REPUTED OWNER)

EDGE OF MARSH

MARSH WOODS

STATION TRAVERSE

885.06

N 20° 0' 5" E

N 61° 47' 45" W

S 6° 23' 31" W

557.62

624.05

161.50

146.00

23.67

0.18

8.11

8.13700

8.14

8.13

8.12

8.11

WOODS

WOODS

WOODS

UNCULTIVATED

INTERSECTION

EDGE OF MARSH

W & N RIVER CROSS

0233

0235

0236

10/11/11

THE CATSKILL SECTION

COUNTY OF ULSTER

SUBDIVISION NO. 4

Map No. 748
Parcel No. 984Sq. Ft. Acres
Fee W/A 670,695± 15.397±ABRAM W. PARADIES
(Reputed Owner)

Map and description of property which the Superintendent of Public Works deems necessary to be acquired in fee in the name of The People of the State of New York, without the right of access to and from abutting property, by appropriation, for purposes connected with the Thruway System of the State, pursuant to the applicable provisions of ARTICLE XII-A of the Highway Law, and ARTICLE 2, TITLE 9 of the Public Authorities Law.

All that piece or parcel of property hereinafter designated as Parcel No. 984, situate in the Town of New Paltz, County of Ulster, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 984

Beginning at a point in the division line between the property of Virgil Turner (Reputed Owner) on the south and the property of Abram W. Paradies (Reputed Owner) on the north, said point being 21.76 feet distant easterly, measured at right angles, from Station 19+61.50 of the herein-mentioned division line N 61° 47' 45" W, 624.05 feet to its intersection with the division line between the properties of Byron J. Terwilliger (Reputed Owner) and Louisa R. Minard (Reputed Owner), both on the west and said property of Abram W. Paradies (Reputed Owner) on the east, said intersection being 557.62 feet distant westerly, measured at right angles, from Station 17+29.64 of the Traverse Line "B", thence along the last mentioned division line, the following courses and distances: N 20° 10' 15" E, 885.06 feet to an angle point, being 346.85 feet distant westerly, measured at right angles, from Station 8+70.04 of the Traverse Line "B", and N 30° 02' 15" E, 376.00 feet to a point in the southerly line of N.Y. Route 299 (S.H. 1536), said point being 196.05 feet distant westerly, measured at right angles, from Station 5+25.60 of the Traverse Line "B", thence along said southerly line of N.Y. Route 299 (S.H. 1536), the following courses and distances: S 72° 02' 22" E, 150.86 feet to an angle point, being 48.25 feet distant westerly, measured at right angles, from Station 5+55.85 of the Traverse Line "B", and S 80° 08' 42" E, 78.12 feet to the intersection of the division line between the property of Henry E. Hudson and Margaretta Hudson (Reputed Owners) on the east and said property of Abram W. Paradies (Reputed Owner) on the west, said intersection being 29.73 feet distant easterly, measured at right angles, from Station 5+60.57 of the Traverse Line "B", thence along the last mentioned division line, the following courses and distances: S 0° 22' 51" W, 141.06 feet to an angle point, being 41.50 feet distant easterly, measured at right angles, from Station 7+00.85 of the Traverse Line "B", and S 89° 37' 06" E, 68.88 feet to a point, being 113.00 feet distant easterly, measured at right angles, from Station 6+93.64 of the Traverse Line "B", thence leaving the last mentioned division line and through said property of Abram W. Paradies (Reputed Owner), the following courses and distances: S 7° 06' 56" W, 952.44 feet to a point of curvature, being 101.00 feet distant easterly, measured at right angles, from Station 16+46.00 of the Traverse Line "B", and on a curve to the right, having a radius of 700.00 feet, an arc length of 328.30 feet to the point or place of beginning, being 670,695± square feet or 15.397 acres more or less.

The above mentioned Traverse Line "B" is a portion of the survey base line, for the construction of the Thruway, as shown on a map and plan on file in the office of the State Department of Public Works and described as follows:

Beginning at Traverse Line "B" Station 0+00.00 (Traverse Line "A" Station 20+90.31, Traverse Line "W" Station 0+00.00, and Traverse Line "U" Station 0+00.00), thence S 6° 23' 37.33" W, 1,950.79 feet to Traverse Line "B" Station 19+50.79 (Traverse Line "G" Station 0+00.00).

All bearings are referred to True North at the 74° 20' meridian of West Longitude.

Ulster County, S.S.

Recorded on the 4 day
of June 1958 at 2:10
O'clock P M. Liber. 1033
of Needs at page 396 and

acknowledged
Lawrence W. Graft
Class

ATTACHMENT TO
Proceeding No. 1390
HIGHLAND-NEW PALTZ
S.H. NO. 1536
COUNTY OF ULSTER
TOWN OF NEW PALTZ
MAP 30, PARCEL 31

NOTICE OF APPROPRIATION

NAME OF OWNER
ABRAM W. PARADIES
CLINTONDALE FRUIT
GROWERS CO-OPERATIVE
ASSOCIATION, INC.

ADDRESS
NEW PALTZ, NY

CENTRAL HUDSON GAS & ELECTRIC- 60. ROAD
CORP. SUCCESSOR TO HUDSON Poughkeepsie
COUNTIES GAS AND ELECTRIC CORP.

L. SMITH
T.H. ELLIOTT
NEW YORK TELEPHONE
CO. 140 W. St.,
NY, NY

The owner(s) of the property shown and described on the map(s) herein, or of some right, title or interest

TAKE NOTICE that, pursuant to the statute set forth in the above map(s), there was filed in the office of
May 1958, a certified copy of description(s) and map(s) of property or an easement
of Public Works deemed necessary to acquire on behalf of The People of the State of New York for pur-
in

TAKE FURTHER NOTICE that a copy of such description(s) and map(s) was filed in the office
of the State of New York.

TAKE FURTHER NOTICE that a copy of said description(s) and map(s) and this notice are served up
Dated: The day and year last above written.

Joseph Furlong

to be its

Sworn to before me this

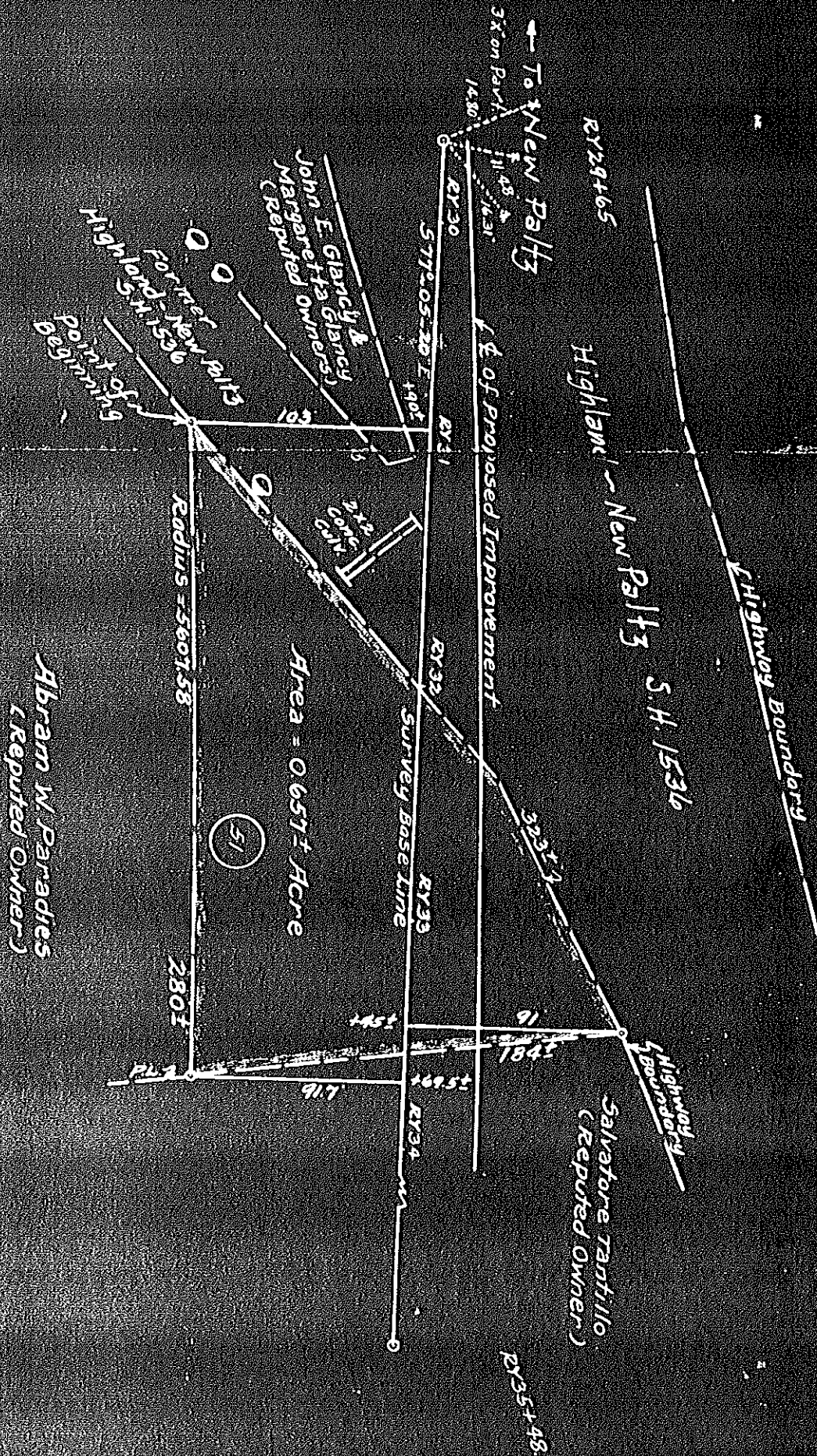
1958 day of January, 1961

Paul F. Badger, Sr.
Notary Public

County

PAUL F. BADGER, SR.
NOTARY PUBLIC, STATE OF NEW YORK
RESIDES IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1962

L 1033-396



FORM 582X N. Y. DEED—Full Contract with Lien Certificate (From a Corporation)
Law of 1917, Chap. 631, Statutory Parts AA, Chap. 637, Laws of 1920

TUTTLEMAN REGISTERED U. S. PAT. OFFICE
Tuttle Law Print. Publishers, N. Y. 20

This Indenture,

Made the 1st day of January
Nineteen Hundred and Sixty-four

Between A. W. PARADIES, INC., a
domestic corporation with offices at
Ohioville in the Town of New Paltz,
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Ulster County, New York,

Ulster County, S. S.
Recorded on the 28th day
of Jan. 1964, at 9
O'clock A. M. in Liber. 1147
of Deeds at page 889 and
Examined
Lawrence L. Craft
Clerk

party of the first part, and

ABRAM W. PARADIES, residing at Ohioville, Town of New Paltz
Ulster County, New York,

Witnesseth that the party of the first part, in consideration of

-----ONE and 00/100----- Dollar (\$ 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
unto the party of the second part, his heirs and assigns forever, adk

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, together with the buildings and
improvements thereon erected, situated in the Town of New Paltz, County
of Ulster and State of New York, and bounded and described as follows:

BEGINNING at the southerly corner of the lands hereby intended to
be conveyed at a stone set in the ground on the westerly side of the road
leading southerly from Ohioville. Thence along the lands of H. D. B.
Freer and Hasbrouck Innis North 52 degrees 3 minutes West, (as the magnet-
ic needle pointed April, 1927) 28 chains 80 links; thence along lands of
Hasbrouck Innis North 29 degrees 55 minutes East 13 chains 41 links to
stake; thence along lands of Judkins or Minard; thence North 39 degrees
47 minutes East 6 chains 27 links to a center of the State Road leading
from New Paltz to Highland; thence through the center of said State Road
South 65 degrees 46 minutes East, 2 chains 83 links; thence North 22 de-
grees 36 minutes East 25 links to corner of walls on the northerly line
of said State Road; thence along the lands formerly of Milton B. Hasbrouck
North 25 degrees 34 minutes East 3 chains 85 links to corner of walls;
thence North 40 degrees 55 minutes East 13 chains 19 links to a stone set
in the ground; thence along lands of D. T. Van Wagoner South 4 degrees 50
minutes East 5 chains 93 links to corner of wall; thence along lands of
Delancey K. Hasbrouck and Mr. Young South 60 degrees 36 minutes West 3
chains 52 links to corner of fence; thence along lands of Mr. Young South
3 degrees 58 minutes East 6 chains 42 links to center of said State Road;
thence through center of said State Road North 71 degrees 45 minutes East
10 chains 13 links; thence North 78 degrees 5 minutes East 1 chain 89 links
thence North 88 degrees 45 minutes East, about 3 chains 82 links to inter-
section of the said State Road and the road running southerly from Ohio-
ville, thence through said road South 18 degrees 13 minutes West 11 chains
28 links; thence South 24 degrees 46 minutes West 19 chains 41 links;
thence South 26 degrees 21 minutes West 78 links to a stone; thence along
lands occupied by Joe Vradenburgh North 48 degrees 19 minutes West 1 chain
81 links; thence South 17 degrees 18 minutes West 2 chains 89 links; thence
South 69 degrees 17 minutes East 1 chain 67 links to a stone on the west-
erly side of said road leading southerly from Ohioville thence along the
westerly side of said road South 16 degrees 54 minutes West 4 chains 99
links to a place of beginning, containing 70 and 9/10 acres.

LIBER 1147 PG 880

EXCEPTING from the above described premises the right of the New Paltz Turnpike Road and trolly road and lands occupied by Ohioville Chapel.

ALSO ALL THAT OTHER PIECE, PARCEL OR LOT OF LAND situate, lying and being in the said Town of New Paltz, in the County of Ulster and State of New York and bounded and described as follows:

BEGINNING at the southwesterly corner of the land hereby intended to be conveyed at a stone set in the ground on the easterly line of the Road leading northerly from Putt Corners; thence along the easterly line of said road North 25 degrees 29 minutes East (as the magnetic needle pointed April, 1927), 17 chains 48 links to tree and corner of wall, thence along lands of Burns and Taylor and an old stone wall South 50 degrees 30 minutes East 26 chains 66 links to an elm tree and corner of walls, thence along lands formerly of D. T. VanWagener South 29 degrees 51 minutes West 16 chains 92 links to corner of walls, thence North 51 degrees 3 minutes West 1 chain 87 links to a stone set in the ground; thence along lands formerly of M. B. Hasbrouck and Riumfredo North 51 degrees 3 minutes West 23 chains 38 links to the place of beginning, containing 44 acres more or less.

BEING the same premises as described in a deed from Hasbrouck Innis (Unmarried) to Raymond DuBois and Ada DuBois, husband and wife, dated May 19, 1927, and recorded in the Ulster County Clerk's Office in Liber 524 of Deeds at page 187 on May 31, 1927.

EXCEPTING AND RESERVING therefrom the following eleven (11) parcels. Reference being had to the deeds and record thereof in the Ulster County Clerk's Office for amore complete description: (1) Deed to John F. Haynes recorded September 23, 1929 in B. D. 540/436; (2) Deed to Mary C. Wood recorded April 6, 1931 in B. D. 550/415; (3) Deed to Raymond Reddy recorded May 6, 1932 in B. D. 558/470; (4) Deed to Charles Post recorded January 17, 1933 in B. D. 562/584; (5) Deed to Andrew Capogrosso recorded August 4, 1934 in B. D. 571/426; (6) Deed to Charles Post recorded March 11, 1938 in B. D. 593/416; (7) Deed to Salvatore Anselmo recorded September 8, 1938 in B. D. 597/241; (8) Deed to Salvatore Anselmo recorded August 14, 1939 in B. D. 604/169; (9) Deed to Calogera Niccolosi recorded April 17, 1940 in B. D. 609/93; (10) Deed to Michael Falco recorded May 11, 1945 in B. D. 651/91 and

(11) ALSO EXCEPTING AND RESERVING ALL THAT CERTAIN PIECE, OR PARCEL OR LOT OF LAND situate, lying and being in the Town of New Paltz, County of Ulster, and State of New York, bounded and described as follows:

BEGINNING on the southerly side of the State Road leading from New Paltz to Highland and the westerly side of the public road leading southerly from Ohioville and being North 89 degrees 50 minutes East 2.1 feet from an iron found driven in the ground marking the southerly side of the above first mentioned road, and running from thence along the westerly side of the aforesaid road leading southerly from Ohioville South 19 degrees 41 minutes West 220.8 feet to an iron pipe set; thence along lands of the Ohioville Chapel owned by the Reformed Protestant Dutch Congregation of New Paltz as follows: North 70 degrees 19 minutes West, 50.0 feet to an iron pipe set; South 19 degrees 41 minutes West, 50.0 feet to an iron pipe set; South 70 degrees 19 minutes East, 50.0 feet to the westerly side of the aforesaid road; thence along the westerly side of the same road South 19 degrees 41 minutes West, 12.6 feet to a point; thence through the lands of Raymond DuBois as follows: North 70 degrees 19 minutes West, 158.9 feet to an iron bar set passing through an iron pipe set at 50.2 feet from the westerly side of the same road; North 16 degrees 29 minutes East, 221.9 feet to an iron pipe set on the southerly side of the aforesaid State Road; thence along the southerly side of the same road North 89 degrees 50 minutes East, 182.1 feet to the place of beginning, containing 0.91 of an acre of land, more or less.

Raymond DuBois also retains all rights, title and interest which he may have in the two roads mentioned in the foregoing description in front of the property herein retained.

The bearings hereinbefore referred to in the 0.91 acre lot are in accordance with the magnetic needle as it pointed in September, 1945, and in accordance with survey thereof by C. J. Wilkin.

BEING the same premises conveyed by Raymond DuBois, widower, to Abram W. Paradise by deed dated October 20, 1945 and recorded in the Ulster County Clerk's Office in Liber 657 of Deeds at page 303 on October 26, 1945.

EXCEPTING AND RESERVING therefrom, however, all that portion thereof lying northerly of old Route #299 which excepted parcel includes the dwelling and grounds where the party of the first part and his family reside.

ALSO EXCEPTING AND RESERVING all those portions of the above described premises which have heretofore been conveyed by the party of the first part by conveyances recorded in the Ulster County Clerk's Office prior to the date hereof.

PARCEL II

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Village and Town of New Paltz, County of Ulster and State of New York, and bounded and described as follows:

BEGINNING at the Wallkill, on the East side thereof, and at the northwest corner of the lands formerly of Golaine Ackerman and runs thence along the lands formerly of said Ackerman South 30 degrees East 60 links, (as described in former deeds) to a stone on the bank of the Wallkill; thence continuing on the same course about 14 chains and 85 links to an iron pipe set in said property line, and being 20 and 5/10 feet easterly of a large maple tree; thence continuing along the edge of the woods, and along the bounds of other lands this day conveyed by said Virginia Randall to Louis Badami, as follows: South 60 degrees 15 minutes East 117.3 feet, as the magnetic needle points in June, 1953, to an iron pipe; South 64 degrees 34 minutes East 103.3 feet to an iron pipe; South 37 degrees 29 minutes East 115.5 feet, to an iron pipe; North 71 degrees 25 minutes East 60 feet to an iron pipe; North 54 degrees 6 minutes East 80 feet to an iron pipe; North 60 degrees 3 minutes East 117 feet to an iron pipe; South 85 degrees 23 minutes East 247 feet to an iron pipe, being 20 feet northwesterly of the northerly corner of a barn and in range of the northeasterly side thereof; thence North 83 degrees 29 minutes East 185.7 feet to an iron pipe set, and being 21.4 feet northeasterly of the northerly corner of a shed, and 23.6 feet northeasterly from the easterly corner of the shed; thence South 36 degrees 12 minutes East 281.1 feet to an iron pipe set near the northerly side of the Plains Road; thence continuing on the same course 18 feet to the middle of the pavement of said Road; thence northeasterly along the said road to a small brook; thence northerly along the brook to the Wallkill River, thence westerly along the river to the place of beginning.

SUBJECT to the rights of the public in said highway, and subject to any and all existing rights of public utility companies.

BEING a part of the premises conveyed to the said Virginia B. Randall by Giles D. Randall, Jr. and Virginia B. Randall, by deed bearing date February 18, 1953 and recorded in the Ulster County Clerk's Office in Liber 850 of Deeds at page 457, on February 20th, 1953, at 10:50 A. M.

ALSO BEING the same premises conveyed by Virginia B. Randall to Abram Paradies by deed dated June 15, 1953 and recorded in the Ulster County Clerk's Office in Liber 860 of Deeds at page 215, on June 16, 1953.

PARCEL III

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, situate, lying and being in the Town of Lloyd, County of Ulster, State of New York, bounded and described as follows:

BEGINNING at a point in the middle of the public road leading southerly from Ohioville and in the northerly line of lands of Palermo formerly Tozzi; thence along the middle of the road North 40 degrees 40 minutes East 261 feet to a point thence through lands of Morris Ackerman as follows: South 44 degrees 30 minutes East 26.2 feet to an iron pipe set near the easterly side of the said road; thence South 44 degrees 30 minutes East 466 feet to an iron pipe set for the easterly side of a driveway to the gravel bank; thence South 44 degrees 30 minutes East 314 feet to an iron pipe set; thence along lands of Nelson South 43 degrees 25 minutes West 217 feet to an iron pipe in a stone wall corner; thence along lands of Nelson or the lands of the aforesaid Palermo northwesterly for 794 feet to the place of beginning.

CONTAINING 4.45 acres more or less. The bearings herein refer to the magnetic needle as it pointed in 1950.

ALSO CONVEYING to the party of the second part a driveway 25 feet in width throughout running from the northerly side of the above described premises in a northerly direction to the center of the public road leading easterly from the South Putt Corners Road past the Clintondale Railroad Station the easterly side of the said 25 foot wide strip of land is more particularly described as follows:

LIB 1147 R 892

BEGINNING at an iron pipe driven in the ground which said iron pipe is referred to in the foregoing description as being in the easterly side of a driveway; thence North 18 degrees East 160.2 feet to an iron pipe set; thence North 36 degrees 15 minutes East 108.5 feet to an iron pipe set in or near the southerly side of the said public road leading from the South Ohioville Road in an easterly direction past the Clintondale Railroad Station, said pipe being 14.5 feet easterly of the easterly side of a large elm tree; thence continuing on the same course about 20 feet to the middle of the said public road.

BEING the same premises conveyed by Herbert L. Ackerman to Abram W. Paradies, by deed dated December 29, 1950 and recorded in the Ulster County Clerk's Office in Liber 787 of Deeds at page 340 on January 4, 1951.

BEING the same premises as were conveyed by deed of Abram W. Paradies to A. W. Paradies, Inc., dated January 17, 1959 and recorded in the Ulster County Clerk's Office on March 13, 1959 in Book 1957 of Deeds at page 380.

EXCEPTING AND RESERVING THEREFROM the following parcels which were heretofore conveyed by the party of the first part:

(1) ALL THAT LOT OR PARCEL OF LAND as more particularly described in Deed of A. W. Paradies, Inc. to Walter A. Paradies and Alice C. Paradies, dated May 24, 1960 and recorded in the Ulster County Clerk's Office on May 26, 1960 in Book 1992 of Deeds at page 925.

(2) All that Parcel described in deed of A. W. Paradies, Inc. to Abram W. Paradies dated February 27, 1961 and recorded in the Ulster County Clerk's Office on March 3, 1961 in Book 1104 of Deeds at page 381.

FORM 887X N. Y. DEED—Covenant Against Grantor with Idem Covenant

15490086
This Indenture,

Made the 22nd day of October
 Nineteen Hundred and Eighty-Five

Between ABRAM W. PARADIES, residing at
 Nine Paradies Lane, New Paltz, New York 12561;

State of New York
 County of }

Recorded on the day
 of A. D., 19 at
 o'clock M. in Liber
 of DEEDS at page
 and examined.

Clerk

part y of the first part, and

SAMUEL PLESSER, residing at 108 North Allen Street, Albany, New York 12203;

Witnesseth that the party of the first part, in consideration of One and 00/100

----- Dollar (\$ 1.00-----)
 lawful money of the United States, and other good and valuable considerations,
 paid by the party of the second part, do es hereby grant and release unto the
 party of the second part, his distributees and assigns forever, XXXX

ALL THAT PARCEL of land, together with buildings and improvements thereon
 erected, situate in the Town of New Paltz, County of Ulster and State of New
 York, bounded and described as follows:

BEGINNING AT a pipe on the westerly side of South Ohioville Road, said
 point being at the southeast corner of lands now or formerly of Salvatore
 Tantillo and running thence along South Ohioville Road South 15 41' 00" West
 227.36 feet, South 23 25' 00" West 98.93 feet and South 27 12' 00" West 100.00
 feet; thence along the division line with lands of Tantillo North 63 39' 50"
 West 168.32 feet and South 18 50' 00" West 100.00 feet to a rod; thence along
 lands of Triolo South 24 45' 00" West 100.00 feet, thence still in part along
 lands of Triolo and lands of Salanitri South 23 13' 00" West 150.00 feet;
 thence along lands of W. Paradies North 69 04' 00" West 75.00 feet; thence
 along lands of A. Paradies North 69 04' 00" West 26.56 feet and South 20 11'
 35" West 273.34 feet; thence along lands of A. Paradies and lands of Bebensee
 South 70 14' 00" East 241.00 feet to the westerly side of the aforementioned
 South Ohioville Road; thence along said road South 18 23' 40" West 50.03 feet;
 thence along the division line with lands of A. Paradies North 70 14' 00" West
 250.00 feet and South 21 49' 40" West 581.27 feet to a pipe; thence along the
 division line with lands of Bliziotis and following a fence South 10 57' 00"
 West 261.00 feet to a point in a stone wall; thence through said wall South 53
 31' 00" East 10.20 feet; thence leaving said wall and along the division line
 with lands of Tuzzolino and lands of Sinagra and the remains of a wall South
 24 10' 00" West 443.90 feet to a point in a wall on the division line with
 lands of Ingrassia; thence along said division line and wall North 55 48' 00"
 West 611.70 feet, North 45 01' 00" West 69.60 feet and North 53 58' 00" West
 611.60 feet to a stake in wall; thence along the division line with lands of
 the New York State Thruway Authority North 55 11' 00" East 329.89 feet to a
 point; said line passing over a NYS monument, on a curve to the left having a
 radius of 700.00 feet, a distance of 478.08 feet to a NYS monument, said line
 passing over a NYS monument, North 16 03' 10" East 951.76 feet to a NYS
 monument, South 80 07' 05" East 32.04 feet to a NYS monument, North 8 55' 00"
 East 134.47 feet and North 21 42' 00" East 52.70 feet; thence along the
 northerly side of Paradies Lane and along lands of A. Paradies South 88 32'
 00" East 217.96 feet; thence South 00 29' 45" East 49.48 feet to a rod; said
 last line crossing Paradies Lane; thence along the southerly side of Paradies
 Lane North 86 01' 00" East 156.30 feet North 74 04' 40" East 126.34 feet and
 North 70 03' 00" East 466.00 feet; thence along Route 299 on a chord of South
 69 44' 00" East 275.82 feet; thence along lands of Salvatore Tantillo South 13
 33' 00" West 37.90 feet, South 19 37' 00" West 255.17 feet and South 65 30'
 45" East 171.57 feet to the place of beginning. Containing 57.39 acres.

TOGETHER

with

and SUBJECT TO any rights, titles or interests of others in or to that portion
 of Paradies Lane used for road purposes. Granting and reserving any right of
 ways of record. Subject to any easements of record and subject to a drainage
 easement for surface water drainage ditch, in so far as the ditch forms the common

boundary between the parcel conveyed and lands of Grantor along the South Ohioville Road.

RESERVING UNTO THE GRANTOR THE right appurtenant to lands being retained on the North and South side of the described parcel an easement for ingress and egress over the following described lands. The easement shall cease and terminate upon the lands being dedicated as a public road. The easements is described as follows; to be used in common with Grantee:

BEGINNING AT a point along the West side of South Ohioville Road at the Southeasterly corner of lands of Bebensee; thence along South Ohioville Road South 18 23' 40" West 50.03 feet; thence along the division line with lands of A. Paradies, North 70 14' 00" West 250.00 feet to a point; thence North 21 49' 40" East 50.00 feet to a point; thence along the lands of Bebensee, South 70 14' 00" East 241.00 feet to the point or place of beginning.

BEING THE same premises as surveyed by Pauli & Walden, P.C. P.O. Box 677, Highland, New York 12528 on October 7, 1985.

THE PARTY OF THE first part, Abram W. Paradies, conveys any and all right, title and interest he has in and to the premises lying between the center line of the South Ohioville Road and the center line of Paradies Lane with the premises described above containing 57.39 acres.

UIN 1549 PAGE 0087

LINA 1549 PAGE 0088

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, his heirs, and assigns forever.

And the party of the first part covenant that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor 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.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

ABRAM W. PARADIES:

Abram W. Paradies

State of New York

County of Ulster

On this 22nd day of October
Nineteen Hundred and Eighty-Five
before me, the subscriber, personally appeared

ABRAM W. PARADIES

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

14.00K

ROBERT L. HARP
Notary Public, State of New York
Resident in and For Ulster County
Commission Expires March 30, 1986

Robert L. Harp - Notary Public

FILED

14:58M

OCT 23 1985

ALBERT SPADA
ULSTER COUNTY CLERK

01918

R#34574

Qm

Ulster County, N.Y.

Recorded on the 23 day
of Oct 1985 at 11:58
o'clock A.M. Lib. 1549
of Deed at page 816 and
examined.

HUDSON VALLEY ABSTRACT
COMPANY, INCORPORATED
235 MAIN STREET, P. O. BOX 220
NEW PALTZ, NEW YORK 12561
19141 255-0007 OR 331-2727

R & R

Richard P. Wallace, Esq.
146 Washington Avenue
Albany, New York 12210

RECEIVED
\$ 1,034.00
REAL ESTATE
OCT 23 1985
TRANSFER TAX
ULSTER
COUNTY

Stamps 1,034.00 TN#38

LINER 1764 PAGE 0284

MEMORANDUM OF REAL ESTATE OPTION AGREEMENT*Dated:*
June 30th, 1987

WHEREAS, SAMUEL PLESSER residing at 108 North Allen Street, Albany as Optionor, and EPIC DEVELOPMENT GROUP, LTD. a New York Corporation with its principal place of business at 345 Temple Hill Road, New Windsor, New York and ATREUS ENTERPRISES, LTD. a New York Corporation with its principal place of business at Churcham Building 300, Hamilton Avenue, White Plains, New York, collectively as Optionee, entered into a certain Real Estate Option Agreement dated January 6, 1987 (the "Option Agreement") covering a certain tract of land containing 57.39± acres located in New Paltz (the "Property") as described on the Exhibit attached and

WHEREAS, pursuant to paragraph 16 of the Option Agreement, this Memorandum may be filed with the Ulster County Clerk's Office and shall remain a lien on the Property only to the extent set forth below:

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Effectiveness of Memorandum. This Memorandum and the Option Agreement shall remain a notice with respect to the Option only until January 2, 1988 unless both the Optionor and Optionee acknowledge in a document suitable for filing that the scheduled payment to be made on January 2, 1988 was made to Optionor, and such document is filed by January 12, 1988. In the event such document is filed by January 12, 1988 this Memorandum and the Option Agreement shall remain a lien only until the next installment is due on or about January 2, 1989 unless a similar acknowledgment is filed on or before January 12, 1989.

LIBER 1764 PAGE 0285

2. Option Period. The option contained in the Option Agreement shall expire after November 1, 1989 unless it is terminated prior thereto by Optionee's failure to make the filings, as required pursuant to Paragraph 1 hereof.

3. Exercise of Option. Optionee may exercise the option contained in the Option Agreement on the Property either in whole or in part.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed, and its corporate seal to be affixed hereto, by its duly authorized officers, all as of the day and year first above written.

(CORP SEAL)
Attest:

Gerald T. Thander
Secretary

EPIC DEVELOPMENT GROUP, LTD.

By: *Gerald T. Thander*
President

(CORP SEAL)
Attest:

Robert Luma
Secretary

ATREUS ENTERPRISES, LTD.

By: *Samuel Plesser*
President

Samuel Plesser
Samuel Plesser

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

On the 7th day of August, 1987, before me personally came Gerald T. Thander to me known, who, being by me duly sworn, did depose and say: that he is the President of EPIC DEVELOPMENT GROUP, LTD., the corporation described in, and which executed, the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal;

LIBR 1764 PAGE 0286

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.

[Signature]
Notary Public - State of New York
My Commission Expires: 6/30/89

STATE OF NEW YORK)
COUNTY OF Westchester) SS.:

On the 22nd day of July, 1987, before me personally came Guy Cocchi to me known, who, being by me duly sworn, did depose and say: that he is the President of ATREUS ENTERPRISES, LTD., the corporation described in, and which executed, the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said 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.

[Signature]
Notary Public - State of New York
My Commission Expires: 10/31/89
#4734634
Resident in Westchester County

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

On the 30 day of June, 1987, before me personally came Samuel Plessner to me known to be the individual described in and who executed the foregoing Agreement and he duly acknowledged to me that he executed the same.

[Signature]
Notary Public - State of New York
My Commission Expires: 5/31/89

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of , 1987, before me personally came to me known to be the individual described in and who executed the foregoing Agreement and he duly acknowledged to me that he executed the same.

Notary Public - State of New York
My Commission Expires:

LINE 1764 PAGE 0287

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of , 1987, before me personally came
to me known to be the individual described in and
who executed the foregoing Agreement and he duly acknowledged to
me that he executed the same.

Notary Public - State of New York
My Commission Expires:

LIBER 1764 PAGE 0288

Exhibit A

ALL THAT PARCEL of land, together with buildings and improvements thereon erected, situate in the Town of New Paltz, County of Ulster and State of New York, bounded and described as follows:

BEGINNING AT a pipe on the westerly side of South Ohioville Road, said point being at the southeast corner of lands now or formerly of Salvatore Tantillo and running thence along South Ohioville Road South 15 41' 00" West 227.36 feet, South 23 25' 00" West 98.93 feet and South 27 12' 00" West 100.00 feet; thence along the division line with lands of Tantillo North 63 39' 50" West 168.32 feet and South 18 50' 00" West 100.00 feet to a rod; thence along lands of Triolo South 24 45' 00" West 100.00 feet, thence still in part along lands of Triolo and lands of Salanitri South 23 13' 00" West 150.00 feet; thence along lands of W. Paradies North 69 04' 00" West 75.00 feet; thence along lands of A. Paradies North 69 04' 00" West 26.56 feet and South 20 11' 35" West 273.34 feet; thence along lands of A. Paradies and lands of Bebensee South 70 14' 00" East 241.00 feet to the westerly side of the aforementioned South Ohioville Road; thence along said road South 18 23' 40" West 50.03 feet; thence along the division line with lands of A. Paradies North 70 14' 00" West 250.00 feet and South 21 49' 40" West 581.27 feet to a pipe; thence along the division line with lands of Bliziotis and following a fence South 10 57' 00" West 261.00 feet to a point in a stone wall; thence through said wall South 53 31' 00" East 10.20 feet; thence leaving said wall and along the division line with lands of Tuzzolino and lands of Sinagra and the remains of a wall South 24 10' 00" West 443.90 feet to a point in a wall on the division line with lands of Ingrassia; thence along said division line and wall North 55 48' 00" West 611.70 feet, North 45 01' 00" West 69.60 feet and North 53 58' 00" West 611.60 feet to a stake in wall; thence along the division line with lands of the New York State Thruway Authority North 35 11' 00" East 329.89 feet to a point; said line passing over a NYS monument, on a curve to the left having a radius of 700.00 feet, a distance of 478.08 feet to a NYS monument, said line passing over a NYS monument, North 16 03' 10" East 951.76 feet to a NYS monument, South 80 07' 05" East 32.04 feet to a NYS monument, North 8 55' 00" East 134.47 feet and North 21 42' 00" East 52.70 feet; thence along the northerly side of Paradies Lane and along lands of A. Paradies South 88 32' 00" East 217.96 feet; thence South 00 29' 45" East 43.48 feet to a rod; said last line crossing Paradies Lane; thence along the southerly side of Paradies Lane North 06 01' 00" East 156.30 feet North 74 04' 40" East 126.34 feet and North 70 03' 00" East 466.00 feet; thence along Route 299 on a chord of South 69 44' 00" East 275.82 feet; thence along lands of Salvatore Tantillo South 13 33' 00" West 37.90 feet, South 19 37' 00" West 255.17 feet and South 65 30' 45" East 171.57 feet to the place of beginning. Containing 57.39 acres.

and SUBJECT TO any rights, titles or interests of others in and to that portion of Paradies Lane used for road purposes. Granting and reserving any right of ways of record. Subject to any easements of record and subject to a drainage present surface water drainage ditch, in so far as the ditch forms the common

LIBER 1764 PAGE 0289

boundary between the parcel conveyed and lands of Grantor along the South Ohioville Road.

RESERVING UNTO THE GRANTOR THE right appurtenant to lands being retained on the North and South side of the described parcel an easement for ingress and egress over the following described lands. The easement shall cease and terminate upon the lands being dedicated as a public road. The easements is described as follows; to be used in common with Grantee:

BEGINNING AT a point along the West side of South Ohioville Road at the Southeasterly corner of lands of Bebensee; thence along South Ohioville Road South 18 23' 40" West 50.03 feet; thence along the division line with lands of A. Paradies, North 70 14' 00" West 250.00 feet to a point; thence North 21 49' 40" East 50.00 feet to a point; thence along the lands of Bebensee, South 70 14' 00" East 241.00 feet to the point or place of beginning.

BEING THE same premises as surveyed by Pauli & Walden, P.C. P.O. Box 677, Highland, New York 12528 on October 7, 1985.

THE PARTY OF THE first part, Abram W. Paradies, conveys any and all right, title and interest he has in and to the premises lying between the center line of the South Ohioville Road and the center line of Paradies Lane with the premises described above containing 57.39 acres.

LIVER 1764 PAGE 0290

23.00

K
C

602663

FILED
TH 22M
OCT 22 1987
R#41030
Q

ALBERT SPADA
ULSTER COUNTY CLERK

Ulster County, S.S.
Recorded on the 22 day
of Oct 1987 at 11:22
o'clock AM Min. Ulster 1764
of Deeds at page 284 and
examined.
Albert Spada
Clerk

MEMORANDUM OF REAL ESTATE
OPTION AGREEMENT

MILLER, SEELEY & SEGEL, P.C.
ATTORNEYS and COUNSELORS AT LAW
5 WASHINGTON SQUARE
ALBANY, N.Y. 12205
(518) 452-0941

R+R
Dugan Catty & Dunn P.C.
343 Temple Hill Rd.
In # 38 New Windsor
N.Y. 12550

Short Agreement Cover - National Legal Supply, Inc., Albany, N.Y.

LIBER 1888 PAGE 0117

NOTICE

WHEREAS, the undersigned, Samuel Plessner, residing at 108 North Allen Street, Albany, New York (the "Optioner"), entered into a Real Estate Option Agreement (the "Agreement") with Epic Development Group, Ltd., and Atreus Enterprises, Ltd. (collectively, the "Grantor"), and

WHEREAS, the Grantor granted its rights under the Agreement to ACP Development Corp. ("Optionee"); and

WHEREAS, said Agreement requires that, in order for the option to remain a lien on said premises, a document must be filed with the Ulster County Clerk's Office indicating the Optioner's receipt of the installment due on or about January 2, 1989, and

WHEREAS, the Optionor, by this document, shall acknowledge receipt of said installment.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Optionor hereby acknowledges receipt of the scheduled payment due on January 2, 1989.

LIBER 1888 PAGE 0118

IN WITNESS WHEREOF, the undersigned has caused this
notice to be executed as of the 2nd day of January, 1989.

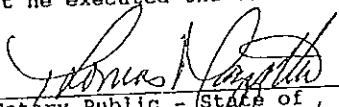

SAMUEL PLESSER

LIBER 1888 PAGE 0119

STATE OF *New York*)
COUNTY OF *Albany*)

ss.:

On the *28th* day of *December*, 198*8*, before me personally came SAMUEL PLESSER to me known to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.


Notary Public - State ofMy Commission Expires *3/9/89*Thomas H. Smith
Notary Public, State of New York
Qualified in Saratoga County
No. 4888420
Commission Expires

LIBER 1888 PAGE 0120

17.00 K907

#1393

je

FILED
H 20 M

JAN 11 1989

ALBERT SPADA
ULSTER COUNTY CLERK

PREFERRED LAND TITLE SERVICES, INC.
575 Lexington Avenue
New York, New York 10022
(212) 308-1200

Ulster County, S.S.

Recorded on the 11 day
of January 1989 at 1:20
o'clock P.M. Liber 1888
of Deeds at page 117 and
examined.

Albert Spada

Attn: Jay Varragalli
New York, N.Y.
6020

CHRISTY'S VINEYARD
620 5th Ave
New York, N.Y.

RR
Lot: 12.3
Block: 05
Section: 86.012
Grid# 86.012-05-12.3

VACANT LAND
County: Ulster
Address to: Rt 599 E
Town/City: T/Nov R4H2

Notice of Acknowledgment of Receipt of Instrument
O/S 60408

USER 2059 PAGE 0206

AMENDMENT TO MEMORANDUM OF
REAL ESTATE OPTION AGREEMENT

WHEREAS, SAMUEL PLESSER residing at 3 Westford Street, Albany, New York ("Optionor") did enter into a certain Real Estate Option Agreement dated January 6, 1987 (as modified, the "Option Agreement") with Epic Development Group, Ltd. and Atreus Enterprises, Ltd. (collectively, "Assignor"), for certain property located in New Paltz, New York more particularly described in Schedule A attached hereto (the "Property"); and

WHEREAS, Assignor and Optionor did execute and record in Liber 1764 at page 284 a Memorandum of Option dated June 30, 1987 (the "Memorandum"); and

WHEREAS, on December 30, 1987, Assignor did assign the Option Agreement to ACP DEVELOPMENT CORP., a New York corporation having a mailing address c/o American Continental Properties, Inc., 400 Park Avenue, New York, New York 10022 ("ACP"); and

WHEREAS, Optionor and ACP have further amended the Option Agreement and desire to modify the Memorandum to reflect such amendments;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid one to the other, the receipt and sufficiency of which is hereby acknowledged, Optionor and ACP do hereby agree as follows:

1. The time within which ACP may exercise the option contained in the Option Agreement is extended to March 1, 1991. The Memorandum shall be of no force or effect if said option is not exercised by March 1, 1990, but said Memorandum indicating ACP's interest in the Property shall remain in effect if said option is exercised by ACP on or before March 1, 1991.

2. Except as modified hereby, the Memorandum remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

ACP DEVELOPMENT CORP.

By: Paul SmithName: Paul SmithTitle: PresidentSamuel Plessner
Samuel Plessner

LIBR 2059 PAGE 0207

Title No. PLTS 68048 U
(460 U 6425)

SCHEDULE A

ALL that parcel of land, situate, lying and being in the Town of New Paltz, County of Ulster and State of New York, bounded and described as follows:

BEGINNING at a pipe on the westerly side of South Ohioville Road, said point being at the southeast corner of lands now or formerly of Salvatore Tantillo; and

RUNNING THENCE along South Ohioville Road South 15 degrees 41 minutes 00 seconds West 227.36 feet, South 23 degrees 25 minutes 00 seconds West 98.93 feet and South 27 degrees 12 minutes 00 seconds West 100.00 feet;

THENCE along the division line with lands of Tantillo North 63 degrees 39 minutes 50 seconds West 168.32 feet and South 18 degrees 50 minutes 00 seconds West 100.00 feet to a rod;

THENCE along lands of Triolo South 24 degrees 45 minutes 00 seconds West 100.00 feet;

THENCE still in part along lands of Triolo and lands of Salanitri South 23 degrees 13 minutes 00 seconds West 150.00 feet;

THENCE along lands of W. Paradies North 69 degrees 04 minutes 00 seconds West 75.00 feet;

THENCE along lands of A. Paradies North 69 degrees 04 minutes 00 seconds West 26.56 feet and South 20 degrees 11 minutes 35 West 273.34 feet;

THENCE along lands of A. Paradies and lands of Bebensee South 70 degrees 14 minutes 00 second East 241.00 feet to the westerly side of the aforementioned South Ohioville Road;

THENCE along said road South 18 degrees 23 minutes 40 seconds West 50.03 feet;

THENCE along the division line with lands of A. Paradies North 70 degrees 14 minutes 00 seconds West 250.00 feet and South 21 degrees 49 minutes 40 seconds West 581.27 feet to a pipe;

THENCE along the division line with lands of Bliziotis and following a fence South 10 degrees 57 minutes 00 seconds West 261.00 feet to a point in a stone wall;

continued...

Title No. PLTS 68048 U
(460 U 6425)

LIBR 2059 PAGE 0208

SCHEDULE A
(continued)

THENCE through said wall South 53 degrees 31 minutes 00 seconds East 10.20 feet;

THENCE leaving said wall and along the division line with lands of Tuzzolino and lands of Sinagra and the remains of a wall South 24 degrees 14 minutes 00 seconds West 443.90 feet to a point in a wall on the division line with lands of Ingrassia;

THENCE along said division line and wall North 55 degrees 48 minutes 00 seconds 611.70 feet, North 45 degrees 01 minutes 00 seconds West 69.60 feet and North 53 degrees 58 minutes 00 seconds West 611.60 feet to a stake in wall;

THENCE along the division line with lands of the New York State Thruway Authority North 55 degrees 11 minutes 00 seconds East 329.89 feet to a point; said line passing over a NYS monument, on a curve to the left having a radius of 700.00 feet, a distance of 478.08 feet to a NYS monument, said line passing over a NYS monument, North 16 degrees 03 minutes 10 seconds East 951.76 feet to a NYS monument, South 80 degrees 07 minutes 05 seconds East 32.04 feet to a NYS monument, North 8 degrees 55 minutes 00 seconds East 134.47 feet and North 21 degrees 42 minutes 00 seconds East 52.70 feet;

THENCE along the northerly side of Paradies Lane and along lands of A. Paradies South 88 degrees 32 minutes 00 seconds East 217.96 feet;

THENCE South 00 degrees 29 minutes 45 seconds East 49.48 feet to a rod; said last line crossing Paradies Lane;

THENCE along the southerly side of Paradies Lane North 86 degrees 01 minutes 00 seconds East 156.30 feet, North 74 degrees 04 minutes 40 seconds East 126.34 feet, and North 70 degrees 03 minutes 00 seconds East 466.00 feet;

THENCE along Route 299 on a chord of South 69 degrees 44 minutes 00 seconds East 275.82 feet;

continued...

LIBR 2059 PAGE 0209

Title No. PLTS 68048 U
(460 U 6425)

SCHEDULE A
(continued)

THENCE along lands of Salvatore Tantillo South 13 degrees 33 minutes 00 seconds West 37.90 feet, South 19 degrees 37 minutes 00 seconds West 255.17 feet and South 65 degrees 30 minutes 45 seconds East 171.57 feet to the place of BEGINNING.

TOGETHER with and SUBJECT to any rights, titles or interests of others in and to that portion of Paradies Lane used for road purposes.

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front and adjoining said premises.

LIBER 2059 PAGE 0210

STATE OF NEW YORK

COUNTY OF Albany

ss.:

On this 24th day of October, 1990, before me personally appeared Samuel Plessner, to me known to be the individual described in and who executed the foregoing Agreement and he duly acknowledged to me that he executed the same.

[Signature]
Notary Public
THOMAS G. MAZZOTTA
Notary Public, State of New York
Qualified in Saratoga County
No. 4888420
Commission Expires 3/9/91

STATE OF NEW YORK

COUNTY OF NEW YORK

ss.:

On the 25th day of October, 1990, before me personally came Paul R. Guthrie, to me known, who, being by me duly sworn, did depose and say that he resides at 95 Plymouth Avenue, Yonkers, New York; that he is a Vice President of ACP Development Corp., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Barbara Rissman
Notary Public

20:50

5.00

#25.50

FILED

10:17 AM

DEC 31 1990

ALBERT SPADA
ULSTER COUNTY CLERK
R# 52843

RECORD AND RETURN TO:

Andrew M. Drogen, Esq.
Christy & Viener
620 Fifth Avenue
Sixth Floor
New York, New York 10020

16017353

002703

RECEIVED
\$.....
REAL ESTATE

DEC 31 1990
TRANSFER TAX
ULSTER
COUNTY

BARBARA RISSMAN
Notary Public, State of New York
No. 24-4937460
Qualified in Kings County, N.Y.
Commission Expires July 18, 1992

Under County, S.S.
Recorded on the 31 day
of Dec AD at 10:17
of AM Min. Liber 2039
of Deeds at page 206 and
examined.

Albert Spada

Clerk

Th38

Preferred Land Title ✓

1764-2846
1764-4911

LIBER 2083 PAGE 0034

SECOND AMENDMENT TO MEMORANDUM OF
REAL ESTATE OPTION AGREEMENT

WHEREAS, SAMUEL PLESSER residing at 3 Westford Street, Albany, New York ("Optionor") did enter into a certain Real Estate Option Agreement dated January 6, 1987 (as modified, the "Option Agreement") with Epic Development Group, Ltd. and Atreus Enterprises, Ltd. (collectively, "Assignor"), for certain property located in New Paltz, New York more particularly described in Schedule A attached hereto (the "Property"); and

WHEREAS, Assignor and Optionor did execute and record in Liber 1764 at page 284 a Memorandum of Option dated June 30, 1987 (the "Memorandum"); and

WHEREAS, on December 30, 1987, Assignor did assign the Option Agreement to ACP DEVELOPMENT CORP., a New York corporation having a mailing address c/o American Continental Properties, Inc., 400 Park Avenue, New York, New York 10022 ("ACP"); and

WHEREAS, by Third Amendment To Real Estate Option Agreement ^{and} dated as of February 28, 1991 (the "Third Amendment"), Optionor and ACP have further amended the Option Agreement and desire to modify the Memorandum to reflect such amendments;

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration paid one to the other, the receipt and sufficiency of which is hereby acknowledged, Optionor and ACP do hereby agree as follows;

1. The time within which ACP may exercise the option contained in the Option Agreement is extended to September 1, 1991, provided, however that the option and the Memorandum shall be of no force or effect if the "Extension Payment" (as defined in the Third Amendment) is not paid to Optionor on or before May 1, 1991, the parties hereto agreeing to record a Third Amendment to Memorandum of Real Estate Option Agreement upon the making of such Extension Payment to evidence the continuity of the effect of the Memorandum.

2. Except as modified hereby, the Memorandum remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 27th day of February, 1991.

ACP DEVELOPMENT CORP.

By: Samuel Plessner

Name:

Title:

Samuel Plessner
Samuel Plessner

Record and Return To:
Andrew Drogen, Esq.
Christy + Vincer
620 Fifth Ave.
NY, NY 10020

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

LIBER 2083 PAGE 0035

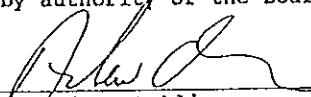
On this 27th day of February, 1991, before me personally appeared Samuel Plessner, to me known to be the individual described in and who executed the foregoing Amendment and he duly acknowledged to me that he executed the same.

Thomas B. Marzotta
Notary Public, State of New York
Qualified in Saratoga County
#888420
Commission Expires 3-9-91

Notary Public
Qualified
Commission Expires 3/7/91

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

On the 27th day of February, 1991, before me personally came Paul R. Guthrie, to me known, who, being by me duly sworn, did depose and say that he resides at 95 Plymouth Avenue, Yonkers, New York; that he is a Vice President of ACP Development Corp., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.


Notary Public

ANDREW M. DROGEN
Notary Public, State of New York
No. 4835887
Qualified in Westchester County
Commission Expires July 31, 1991

15.00
5.00
20.00

LIBR 2083 PAGE 0036

Section 86.012
Block 05
lot 12.3
Vacant Land

Record & Return to:
Christy & Werner
620 5th Avenue
New York, N.Y. 10020
Attn: Andrew Drogen

LIBER 2083 PAGE 0037

Exhibit A

The document to be recorded herewith is an amendment to the Memorandum of Option dated June 30, 1987 recorded in the Ulster County Clerk's Office in Liber 1764 at page 284. No conveyance of real property is effectuated by this document.

FILED
11 H 28 M
APR 19 1991
ALBERT SPADA
ULSTER COUNTY CLERK
004548

RECEIVED
\$.....
REAL ESTATE
APR 19 1991
TRANSFER TAX
ULSTER
COUNTY

14.50
5.00
19.50 KSe

Witness County, N.Y.
Succeeded on the 19 day
of April 91 at 11:02
o'clock am. Min. Liber 2083
of Deeds at page 34 and

presented.

Albert Spada
Clerk

RIA
Andrew Dragen
620 5th Ave.
New York, NY 10020

✓ Preferred Land TV 38 710 stamps

1764-284 E 52
1764-284 E 52
1764-284 E 52

LIBA 2145 PAGE 0185

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT executed and delivered as of the 8th day of January ¹⁹⁹² ~~December~~, 1991, between SAMUEL PLESSER, an individual, having an office located at 3 Westford Street, Albany, New York, 12208 (hereinafter called "Optionor"), and BIG V SUPERMARKETS, INC., a New York corporation having an office located at 176 North Main Street, Florida, New York 10921 (hereinafter called "Optionee").

W I T N E S S E T H:

By that certain Option Agreement (hereinafter called the "Option") dated as of the 8th day of January ¹⁹⁹² ~~December~~, 1991, Optionor granted to Optionee an option for the purchase of certain lands containing approximately 21 acres located between Route 299 and South Ohioville Road, in the town of New Paltz, County of Ulster, State of New York designated as a Highway Business District pursuant to the zoning ordinance of the town of New Paltz, as shown cross-hatched on Exhibit A annexed hereto and made a part hereof, upon the terms, covenants and conditions more particularly set forth in the Option. The option granted to Optionee expires on the date which is five hundred forty-five (545) days from the date hereof.

All of the terms and conditions of the Option are incorporated herein by reference and this Memorandum is prepared, signed and acknowledged solely for recording purposes under the laws of the State of New York and is in no way intended to change, alter, modify, amend or in any other way affect the rights, duties and allocations of Optionor and Optionee pursuant

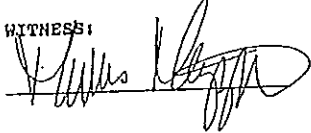
Record and Return To:
 COLE, SCHOTZ, BERNSTEIN,
 MEISEL & FORMAN, P.A.
 Court Plaza North
 25 Main Street
 Hackensack, NJ 07602-0800


UPR 2145 PAGE 0186

to the Option; it being specifically understood and agreed between the parties that each has rights, duties and obligations imposed upon it in the Option which are not expressly contained herein but are included herein by reference.

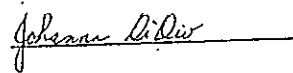
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

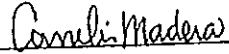



SAMUEL PLESSER (Optionor)

ATTEST:



BIG V SUPERMARKETS, INC.
(Optionee)

By 

LIBR 2145 PAGE 0187

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

BE IT REMEMBERED THAT on this 2nd day of January 1992, before me personally appeared SAMUEL PLESSER, to me known to be the person described in and who executed the forgoing instrument and he acknowledged that he executed the same as his own act and deed.

Thomas G. Mazzotta
THOMAS G. MAZZOTTA
Notary Public, State of New York
Qualified in Saratoga County
No. 4888420
Commission Expires 3/9/93

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

BE IT REMEMBERED THAT on this 7th day of January 1992, before me personally appeared CORNELIUS MADDERA, the Vice President, of BIG V SUPERMARKETS, INC., who, I am satisfied, is the person who signed the within instrument, and I have first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid, and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Loretta A. Harmon

LORETTA A. HARMON
Notary Public, State of New York
No. 4883122
Qualified in Orange County
Commission Expires March 5, 1992

LIBER 2145 PAGE 0188

31074613

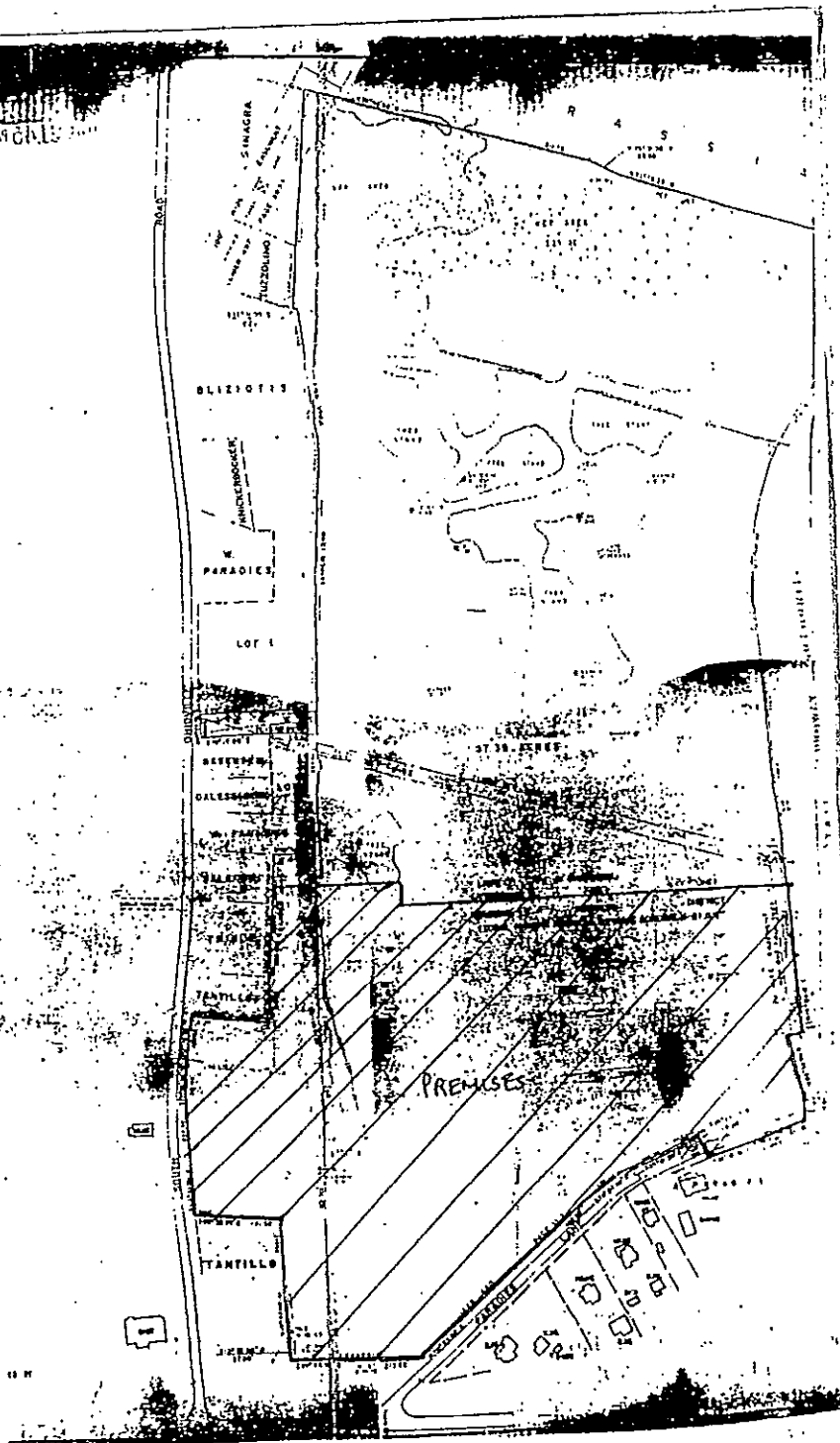


EXHIBIT A POOR ORIGINAL
Ulster County Clerk's Office

LISTA 2145 PAGE 0189

Section: 086.012
 Block: 05
 Lots: 06 & 12
 Prem: Route 299 +
 Smith Okaville Rd
 New Paltz, N.Y.
 Ulster County

17.00
 5.00
 22.00 \$

FILED
 JAN 30 1992
 ALBERT SPADA
 ULSTER COUNTY CLERK

RECEIVED
 \$.....
 REAL ESTATE
 JAN 30 1992
 TRANSFER TAX
 ULSTER
 COUNTY

#

77638

Just due

no stamps
 Record & return to:
 Cule, Schotz, Bernstein, Mersel
 2 form an

Ulster County, S.S.
 Recorded on the 30 day
 of Jan 92 at 1:11
 of Books 185 and
 Liber 2145

Albert Spada

Clerk

Count Plaza north
 25 Main street
 P.O. Box 800
 Hackensack, NJ 07602-0800
 Attn: Michael E Jones

LIER 2260 PAGE 0099

167



ULSTER COUNTY CLERK
RECORDING PAGE

Type of Document: misc deed Recorded: 3/05/1993
Recording Charge: \$ 26.00 At: 2:39 PM
Location: new paltz, town In Liber: 2260
Of: DEED
Control No: 9303050340 On Page: 0099

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	.00	Mortgage Amount:	.00
Received Tax on Above Deed:		Received Tax on Above Mortgage:	
		Basic:	.00 Exempt NO
		Additional:	.00 NO
		Special:	.00 NO
Total:	.00 Exempt NO	Total:	.00
TT No. 00003690		MT No.	

(THIS PAGE IS A PART OF THE INSTRUMENT)

Albert Spada
Albert Spada
Ulster County Clerk

Party 1: PLESSER, SAMUEL

Party 2: BIG V SUPERMARKETS INC,

THIS INSTRUMENT IS A PART OF THE INSTRUMENT
RECORDED IN THE OFFICE OF THE CLERK
OF ULSTER COUNTY, NEW YORK
ON MARCH 5, 1993 AT 2:39 PM

LIR 2260 PAGE 0100

MEMORANDUM OF FIRST AMENDMENT
TO OPTION AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AGREEMENT executed and delivered as of the 22 day of Dec, 1992 between SAMUEL PLESSER, an individual, having an office located at 3 Westford Street, Albany, New York 12208 (hereinafter called "Optionor"), and BIG V SUPERMARKETS, INC., a New York corporation having an office located at 176 North Main Street, Florida, New York 10921 (hereinafter called "Optionee").

W I T N E S S E T H:

By that certain Option Agreement (hereinafter called the "Option") dated as of the 8th day of January, 1992, a Memorandum of which was recorded in the Ulster County Clerk's Office in Liber 2145, Page 0185, Optionor granted to Optionee an option for the purchase of certain lands containing approximately 21 acres located between Route 299 and South Ohioville Road, in the Town of New Paltz, County of Ulster, State of New York designated as a Highway Business District pursuant to the zoning ordinance of the Town of New Paltz, as shown cross-hatched on Exhibit A annexed hereto and made a part hereof, upon the terms, covenants and conditions more particularly set forth in the Option. Pursuant to a certain First Amendment to Option Agreement (hereinafter called the "Amendment") dated of even date herewith, Optionor and Optionee agreed to extend the Term of the option granted to Optionee for an additional period of one hundred eighty (180) days. The option granted to Optionee expires on January 2, 1994. Further, Optionor and Optionee agreed to provide Optionee with the option to purchase certain additional land pursuant to the terms of the Amendment, which land is located in the area between the zone line dividing the Light Industrial Highway Business District and a line on Optionor's Property running parallel one

RECORD AND RETURN TO:

COLE, SCHOTZ, BERNSTEIN,
MEISEL & FORMAN, P.A.
Court Plaza North
25 Main Street
Hackensack, NJ 07602-0800
Attention: Michael E. Jones, Esq.

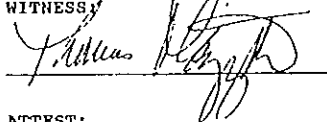
LIR 2260 PAGE 0101

hundred fifty (150) feet from said zone line as is shown approximately as the cross-hatched area on Exhibit B annexed hereto and made a part hereof and is labeled "Additional Premises" thereon.

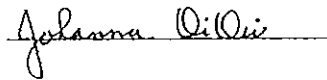
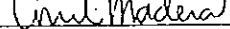
All of the terms and conditions of the Option and the Amendment are incorporated herein by reference and this Memorandum is prepared, signed and acknowledged solely for recording purposes under the laws of the State of New York and is in no way intended to change, alter, modify, amend or in any other way affect the rights, duties and obligations of Optionor and Optionee pursuant to the Option, as amended by the Amendment; it being specifically understood and agreed between the parties that each has rights, duties and obligations imposed upon it in the Option, as amended, which are not expressly contained herein but are included herein by reference.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:



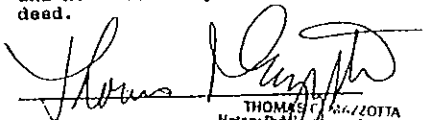
ATTEST:


SAMUEL PLESSER (Optionor)BIG V SUPERMARKETS, INC.
(Optionee)By: Name: Cornelius Madera
Title: Senior Vice President

LIBR 2260 PAGE 0102

STATE OF NEW YORK)
COUNTY OF Albany) SS.:

BE IT REMEMBERED THAT on this 22nd day of December, 1992, before me personally appeared SAMUEL PLESSER, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his own act and deed.



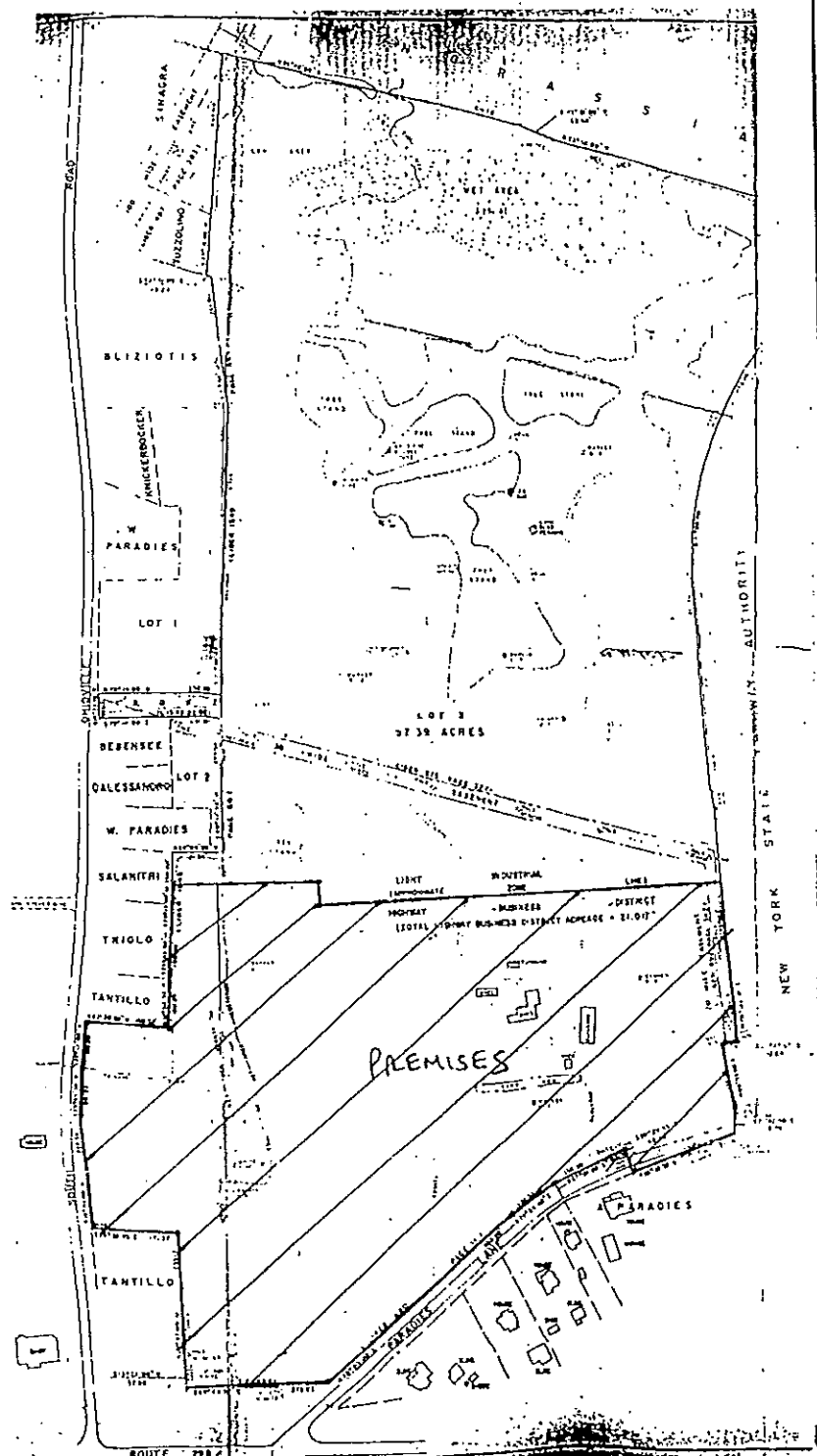
THOMAS J. ZOTTA
Notary Public, State of New York
Qualified in Albany County
No. 488420
Commission Expires 3/1/93

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

BE IT REMEMBERED THAT on this 16th day of December, 1992, before me personally appeared Cornelius J.J. Madera, the Sr. Vice President, of BIG V SUPERMARKETS, INC., who, I am satisfied, is the person who signed the within instrument, and I have first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal, and delivered the said instrument as such officer aforesaid and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

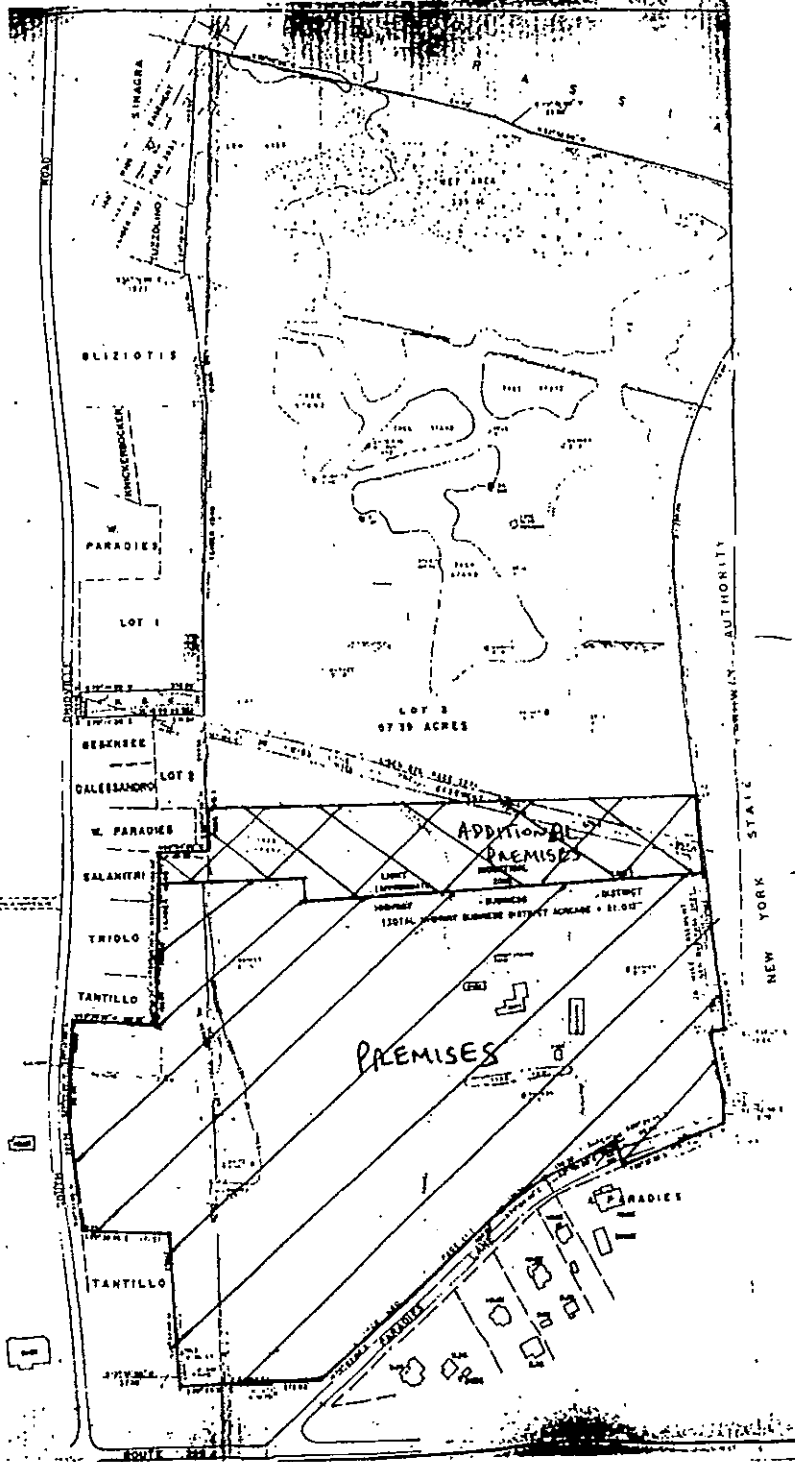


LORETTA A. HARMON
Notary Public, State of New York
No. 4963122
Qualified in Orange County
Commission Expires March 6, 1994



LIBR 2260 PAGE 0104

EXHIBIT B



WIR 2260 PAGE 0105

BLANK PAGE

**ALBERT SPADA
ULSTER COUNTY CLERK**

LIBER 2480 PAGE 0290



ULSTER COUNTY CLERK

RECORDING PAGE

20

1549-806

Type of Document: CORRECTION DEED Recorded: 4/03/1995
 Recording Charge: \$ 17.50 At: 1:51 PM
 Location: new paltz, town In Liber: 2480
 Of: DEED
 Control No: 9504030193 On Page: 0290

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	.00	Mortgage Amount:	.00
Received Tax on Above Deed:		Received Tax on Above Mortgage:	
		Basic:	.00 NO
		Additional:	.00 NO
		Special:	.00 NO
Total:	.00	Total:	.00
Exempt	NO		
TT No. 00003870		MT No.	

(THIS PAGE IS A PART OF THE INSTRUMENT)

Party 1: PARADIES, ABRAM W

Party 2: PLESSER, SAMUEL

Albert Spada
 ALBERT SPADA
 ULSTER COUNTY CLERK

DISTASI & MORIELLO, PC
 PO Box 915
 Highland, NY 12528

[illegible]

LIBER 2480 PAGE 0292

East 49.48 feet to a rod; said last line crossing Paradies Lane; thence along the southerly side of Paradies Lane North 86° 01' 00" East 156.30 feet North 74° 04' 40" East 126.34 feet and North 70° 03' 00" East 466.00 feet; thence along Route 299 on a chord of South 69° 44' 00" East 275.82 feet; thence along lands of Salvatore Tantillo South 13° 33' 00" West 37.90 feet, South 19° 37' 00" West 255.17 feet and South 65° 30' 45" East 171.57 feet to the place of beginning. Containing 57.39 acres.

TOGETHER with and subject to any rights, titles or interests of others in and to that portion of Paradies Lane used for road purposes. Granting and reserving any right of ways of record. Subject to any easements of record and subject to a drainage easement for surface waters and riparian rights of the parties along the present surface water drainage ditch in so far as the ditch forms the common boundary between the parcel conveyed and lands of Grantor along the South Ohioville Road.

The Party of the first part, Abram W. Paradies, conveys any and all right, title and interest he has in and to the premises lying between the center line of the South Ohioville Road and the center line of Paradies Lane with the premises described above containing 57.39 acres.

RESERVING unto the Grantor, his successors and or assigns the right appurtenant to lands being retained on the North and South side of the described parcel an easement for ingress and egress over the following described lands to be used in common with Grantee. The easement shall cease and terminate upon the lands being dedicated as a public road. The easement is described as follows:

BEGINNING at a point along the West side of South Ohioville Road at the Southeasterly corner of lands of Bebensee; thence along South Ohioville Road South 18° 23' 40" West 50.03 feet; thence along the division line with lands of A. Paradies, North 70° 14' 00" West 250.00 feet to a point; thence North 21° 49' 40" East 50.00 feet to a point; thence along the lands of Bebensee, South 70° 14' 00" East 241.00 feet to the point or place of beginning.

BEING the same premises as surveyed by Pauli & Walden, P.C., P. O. Box 677, Highland, New York 12528 on October 7, 1985.

This deed is a correction deed to correct the recitation of a reservation of a 50 foot wide easement in a certain deed from Abram W. Paradies to Samuel Plessner dated October 22, 1985 and recorded in the Ulster County Clerk's Office in Liber 1549 of Deeds at page 0086 with the grantee in said deed joining herein to confirm that the reservation of the easement was not personal to Abram W. Paradies but that the said easement runs with the land and is appurtenant to other lands retained by Abram W. Paradies abutting the above described parcel on the north and on the south. This deed confirms that the owners of said parcels, their heirs, successors and assigns, do have the full use of said 50 foot wide easement in common with Samuel Plessner, his heirs, successors and assigns.

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 part y of the second part, his heirs and assigns forever.

And the part y of the first part covenant that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor 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.

In Witness Whereof, the part y of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

Abram W. Paradies
Abram W. Paradies
Samuel Plessner
Samuel Plessner

State of New York }
County of ULSTER } ss. On this 22nd day of February
Nineteen Hundred and Ninety-five

before me, the subscriber, personally appeared

ABRAM W. PARADIES

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Karen Buckley
KAREN BUCKLEY Notary Public
Notary Public in the State of New York
Resident in and for Dutchess County
Commission Expires 4-11-96

FLORIDA
State of New York }
County of Broward } ss. On this 14th day of February
Nineteen Hundred and Ninety-five

before me, the subscriber, personally appeared

SAMUEL PLESSER

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Joan Levine
Notary Public

Title No. 750-U-4109
HUDSON VALLEY ABSTRACT
COMPANY, INCORPORATED
7 INNIS AVENUE, PO BOX 220
NEW PALTZ, NEW YORK 12561
(914) 255-0007 OR 331-2727



JOAN LEVINE
COMMISSION # 395873
EXPIRES JUL 27, 1998
ALAN INSURANCE SERVICES
1-800-466-9040

LIBER 2480 PAGE 0294



ULSTER COUNTY CLERK

RECORDING PAGE

Type of Document: EASEMENT Recorded: 4/03/1995
 Recording Charge: \$ 17.00 At: 1:51 PM
 Location: new paltz, town In Liber: 2480
 Of: DEED
 Control No: 9504030205 On Page: 0294

EXAMINED AND CHARGED AS FOLLOWS:

Transfer Amount:	.00	Mortgage Amount:	.00
Received Tax on Above Deed:		Received Tax on Above Mortgage:	
		Basic:	.00 NO
		Additional:	.00 NO
		Special:	.00 NO
Total:	.00	Total:	.00
Exempt	NO		
TT No.	00003871	MT No.	

(THIS PAGE IS A PART OF THE INSTRUMENT)

Party 1: PARADIES, ABRAM W

Party 2: PARADIES ENTERPRISES INC,

Albert Spada
 ALBERT SPADA
 ULSTER COUNTY CLERK

Distasi & Morlillo
 PO Box 915
 Highland, NY 12528

KR0600XENTVXNFH2M7C9XXXX
F4CSNKKOASHQSGH2H1C8GOFEX
P300XPOWSTXXXXXXXXXXXXXX
HighlandCoNY000658

LISE 2480 PAGE 0296

successors and assigns, herein, in common with others, as aforesaid, appurtenant to the said 2.406 acre parcel, and reserves to Abram W. Paradies, his heirs, successors and assigns, the said easement and right of way to be used in common with others, appurtenant to the remaining lands of Abram W. Paradies to the north.

Together with the appurtenances and all the estate and rights of the part y of
the first part in and to said premises,

To have and to hold the premises herein granted unto the part y of the second
part, its successors and assigns forever.

And the part y of the first part covenant that he has not done
or suffered anything whereby the said premises have been incumbered in any way whatever.

And That, in Compliance with Sec. 13 of the Lien Law, the grantor 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.

In Witness Whereof, the part y of the first part has hereunto set his
hand and seal the day and year first above written.

In Presence of

Abram W. Paradies
Abram W. Paradies

State of New York }
County of USLTER } ss. On this 22nd day of February
Nineteen Hundred and Ninety-five

before me, the subscriber, personally appeared
ABRAM W. PARADIES

to me personally known and known to me to be the same person described in and who
executed the within instrument, and he acknowledged to me that he
executed the same.

Karen Buckley
Notary Public
KAREN BUCKLEY
Notary Public in the State of New York
Resident in and for Dutchess County
Commission Expires 4-11-96

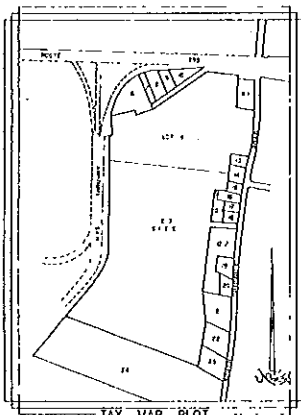
State of New York }
County of } ss. On this day of
Nineteen Hundred and

before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and who
executed the within instrument, and he acknowledged to me that he
executed the same.

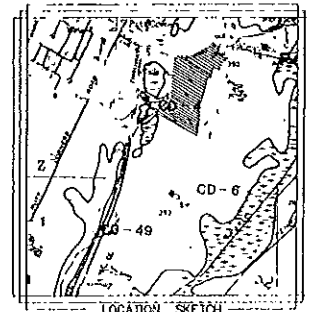
Notary Public

✓ HUDSON VALLEY ABSTRACT
COMPANY, INCORPORATED
7 INNIS AVENUE, PO BOX 220
NEW PALTZ, NEW YORK 12561
(914) 255-0007 OR 331-2727
Title No. 750-U-4109

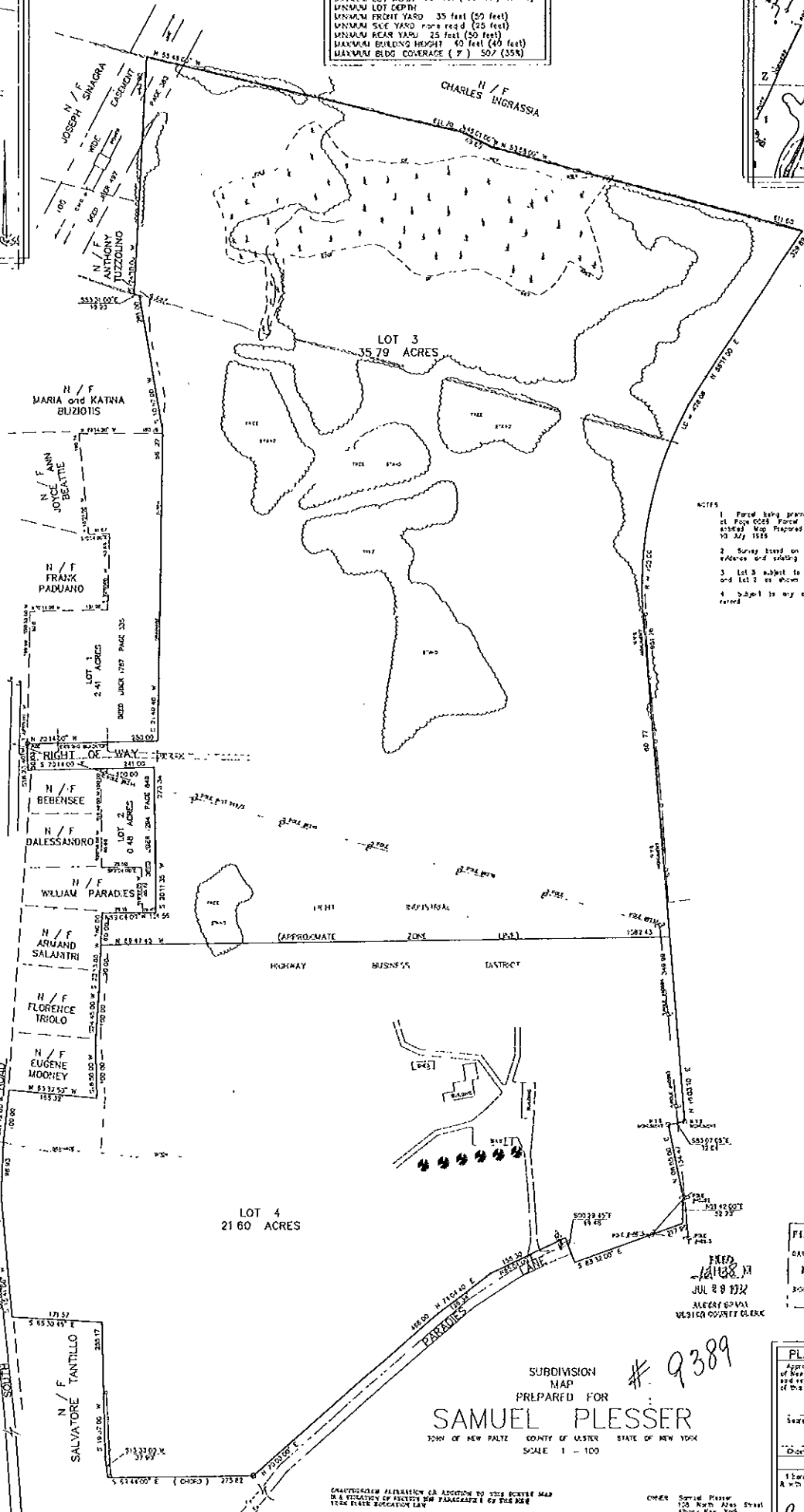


TAX MAP PLOT
SCALE 1=600
TAX MAP DESCRIPTION
SECTION 28 C12
BLOCK 5
LOT 123

TABLE OF BULK REQUIREMENTS	
DISTRICT	B-2 (1-1)
MINIMUM LOT AREA	7,500 sq ft (15,000 sq ft)
MINIMUM LOT WIDTH	75 feet (100 feet) at 1/2
MINIMUM LOT DEPTH	
MINIMUM FRONT YARD	35 feet (50 feet)
MINIMUM SIDE YARD	none reqd. (25 feet)
MINIMUM REAR YARD	25 feet (50 feet)
MINIMUM BUILDING HEIGHT	40 feet (40 feet)
MAXIMUM BLDG COVERAGE	(7) 50% (35%)



LOCATION SKETCH
SCALE 1=2000



- NOTES
1. Parcel being proposed is depicted in Civil Law 1942 of Page 0058. Parcel also being lot 3 as shown on map attached Map Prepared for Abram Fardes dated 10 July 1958
 2. Survey based on Civil Law 1942 of Page 0058 physical evidence and existing monumentation
 3. Lot 3 subject to a right of way granted to Lot 1 and Lot 2 as shown thereon
 4. Subject to any other rights of way or easements of record

OF NEW
FINAL APPROVAL GRANTED
DATE 8-10-92
New York City Planning Board
SEAL
JUL 29 1992
ALBERT G. VON
WESTER COUNTY CLERK

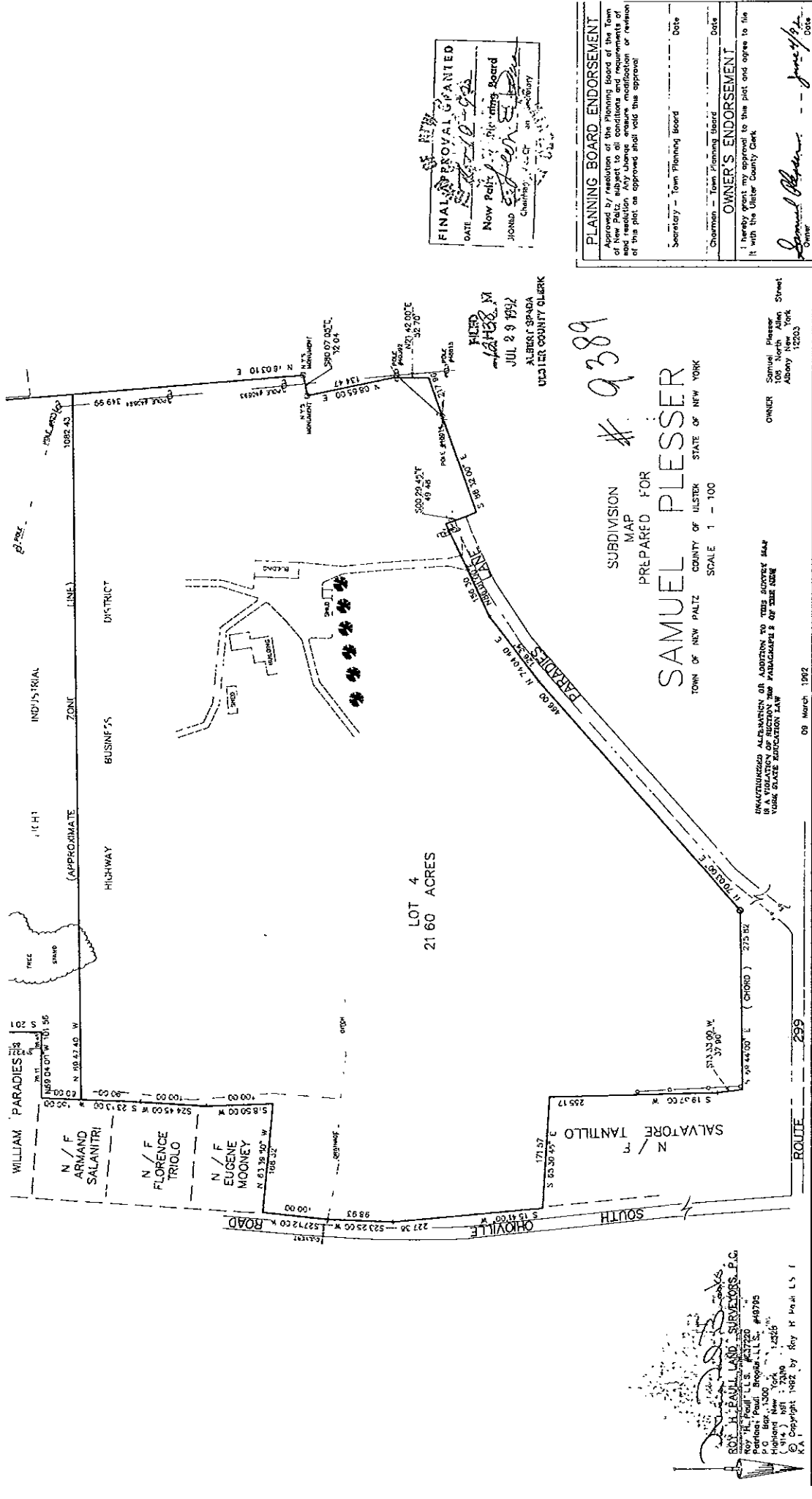
SUBDIVISION
MAP
PREPARED FOR
SAMUEL PLESSER
TOWN OF NEW PALM COUNTY OF ULSTER STATE OF NEW YORK
SCALE 1=100

PLANNING BOARD ENDORSEMENT
Approved by resolution of the Planning Board of the Town of New Paltz, subject to all conditions and requirements of said resolution. Any change, amendment or repeal of this plan is approved when made this record.
Secretary - Tina Planning Board
Chairman - Tina Planning Board
OWNER'S ENDORSEMENT
I hereby grant my approval to the plan and agree to the A with the Ulster County Clerk
Date

ROY H. PLESSER, INC.
100 N. 10th St.
P.O. Box 1300
New Paltz, N.Y. 12561
(518) 861-1234

ORACULOUS ALTERNATIVE OR ACCORDING TO THE SURVEY MAP
IN A SITUATION OF EXISTING AND PARAGRAPHS 4 OF THE 202
TOWN PLAT EDITION LAW

OWNER Samuel Plessner
100 North 10th Street
New Paltz, New York



FINAL APPROVAL GRANTED
 DATE 7-2-62
 Now Palisades Planning Board
 JONAS Edwin E. Jones
 Chairman
 Secretary Albert Spada

PLANNING BOARD ENDORSEMENT
 Approved by resolution of the Planning Board of the Town of New Palisades, subject to all conditions and requirements of the Palisades Planning Board, this map is hereby approved and the plat on approved shall void this approval.

Secretary - Town Planning Board _____ Date _____
 Chairman - Town Planning Board _____ Date _____

OWNER'S ENDORSEMENT
 I hereby certify that I am the owner of the plot and agree to file it with the Ulster County Clerk.

Samuel Plessner Date June 4, 1962
 Owner

SUBDIVISION MAP PREPARED FOR
SAMUEL PLESSNER
 TOWN OF NEW PALISADES COUNTY OF ULSTER STATE OF NEW YORK
 SCALE 1" = 100'

UNLAWFUL ALPHABETIC OR ADDITION TO THIS SURVEY MAP
 WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR
 VIOLETS STATE REGULATION 100

08 March 1962

- 1 Parcel being premises as described in Deed Liber 1540 at Page 0085 Parcel also being Lot 3 as shown on map entitled Map Prepared for Abram Paradise dated July 1888
- 2 Survey based on Deed Liber 1540 at Page 0086 physical evidence and existing monumentation
- 3 Lot 3 subject to a right of way granted to Lot 1 and Lot 2 as shown hereon
- 4 Subject to any other rights of any or remnants of record

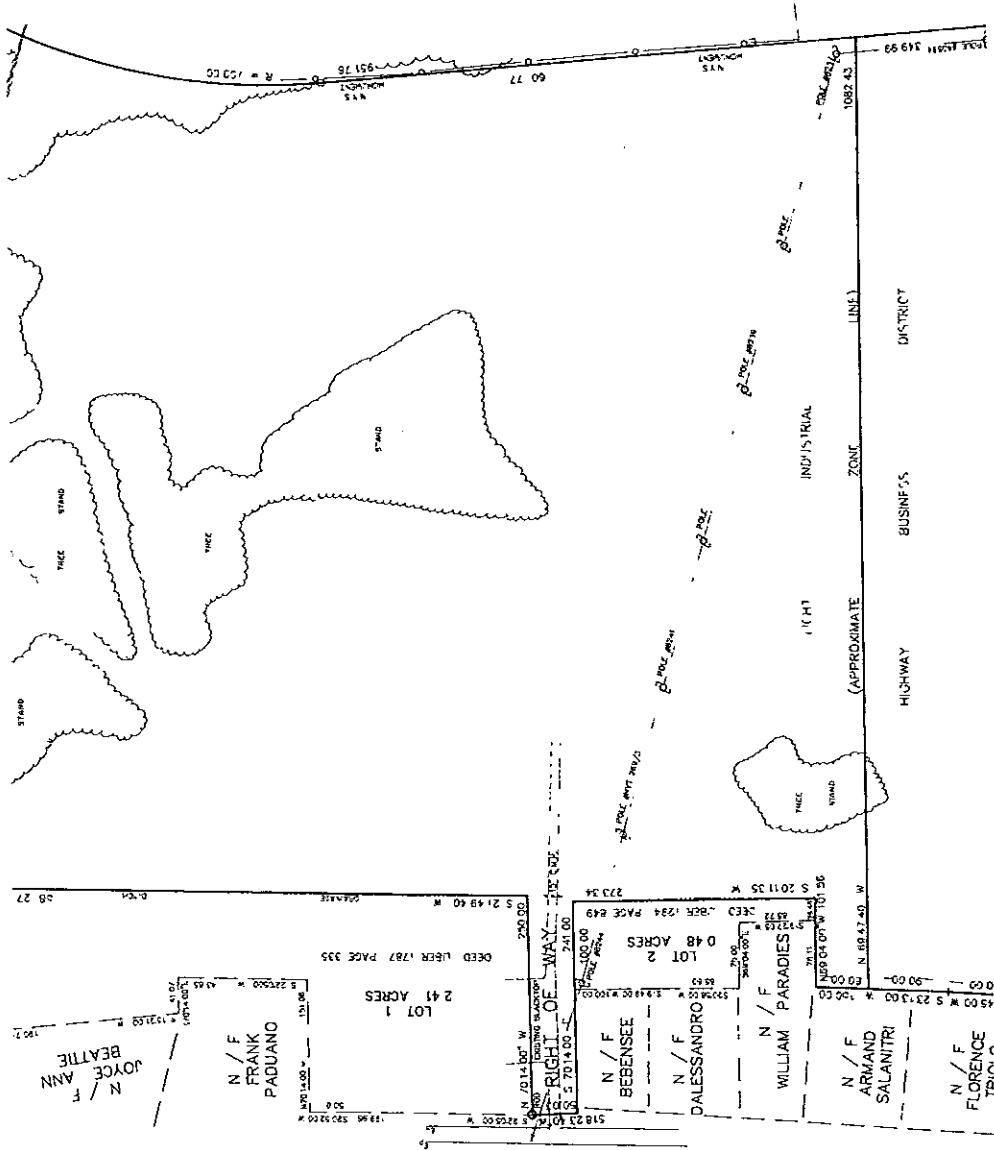
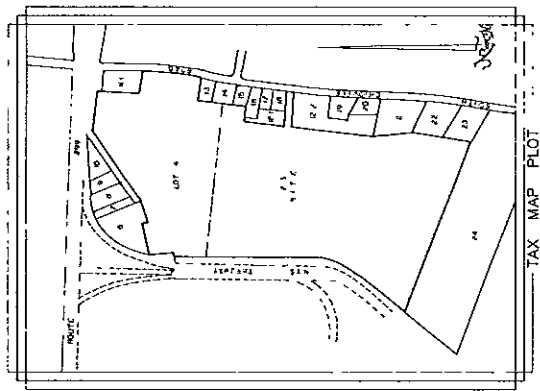
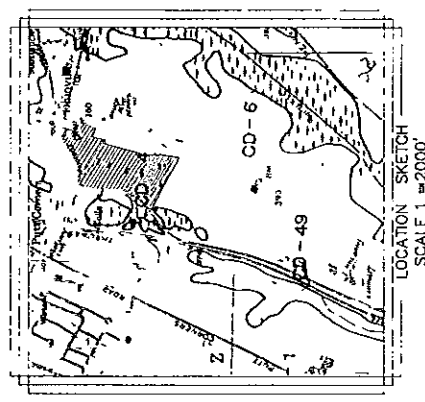
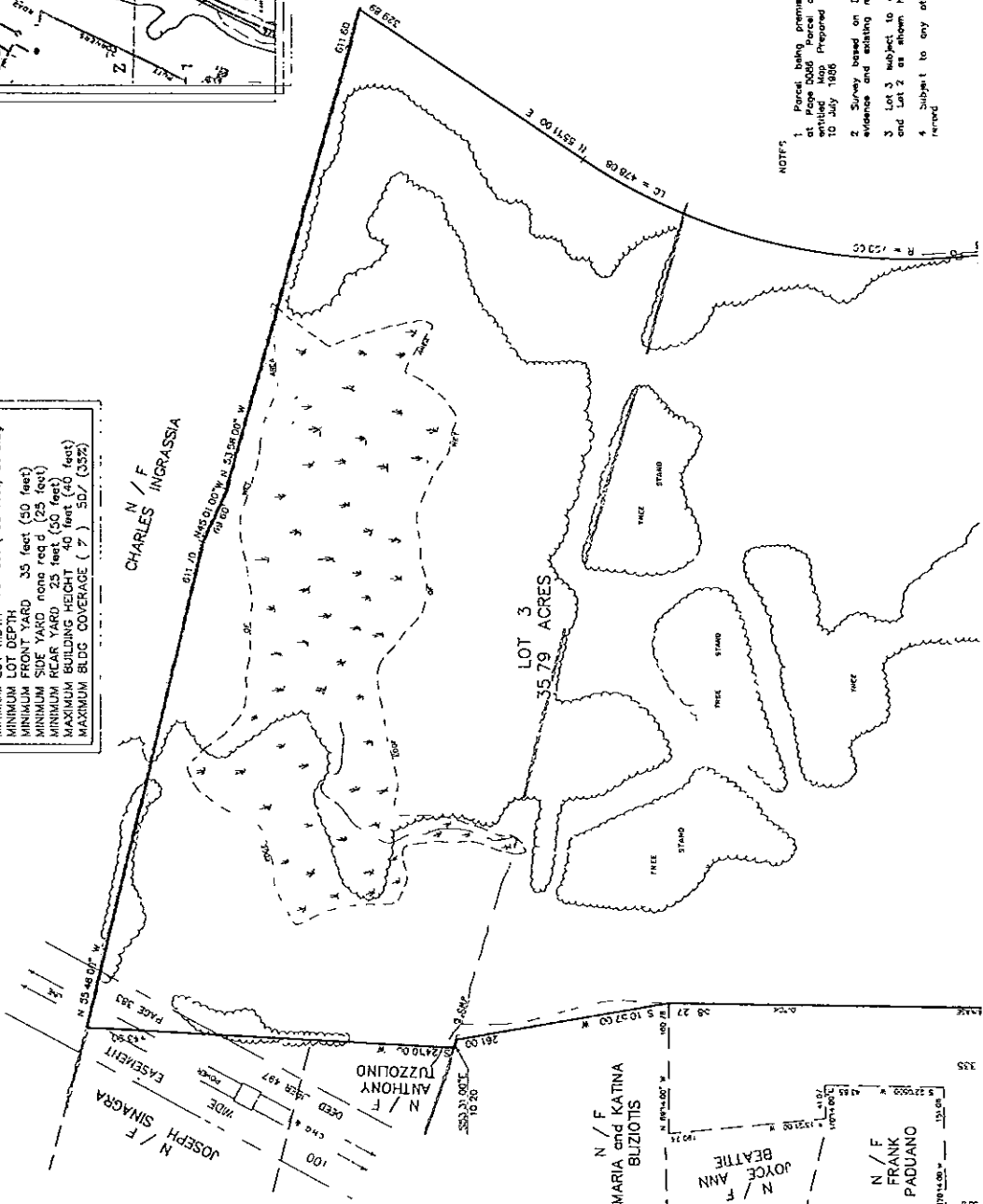


TABLE OF BULK REQUIREMENTS	
DISTRICT	B-2 (1-1)
MINIMUM LOT AREA	7,500 sq ft (15,000 sq ft)
MINIMUM LOT WIDTH	75 feet (100 feet) at side
MINIMUM LOT DEPTH	75 feet (100 feet) at side
MINIMUM FRONT YARD	35 feet (50 feet)
MINIMUM SIDE YARD	none req'd (25 feet)
MINIMUM REAR YARD	25 feet (50 feet)
MAXIMUM BUILDING HEIGHT	40 feet (50 feet)
MAXIMUM BLDG COVERAGE	(7%) 50% (33%)



TAX MAP PLOT
SCALE 1=600
SECTION 86.012
BLOCK 5
LOT 123



LOCATION SKETCH
SCALE 1=2000

- NOTES:
1. Parcel being premises as described in Deed Liber 1349 at Page 0066 Parcel also being Lot 3 as shown on map attached hereto. Prepared For Adam Paradise dated 10 July 1986
 2. Survey based on Deed Liber 1349 at Page 0066 physical evidence and existing monumentation
 3. Lot 3 subject to a right of way granted to Lot 1 and Lot 2 as shown herein
 4. Subject to any other rights of ways or easements of record

State Municipal Department Searches

Abstract No. **UL-1564**

Title Number **730-U-2540**

Page 1

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

FLOOD ZONE

See Attached

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

See The Attached
Instructions

O.M.B. No.1660-0040
Expires May 30, 2015

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS Hardenburgh Abstract Co P O Box 638 Goshen, NY 10924 <u>Company:</u> Hardenburgh Title Agency <u>Attn:</u> Vicki		2. COLLATERAL (Building/Mobile Home/Property) PROPERTY ADDRESS AND PARCEL NUMBER (See Instructions section for more information) <i>(Parcel Number optional until May 30, 2015 per FEMA Bulletin W-12078)</i> MAIN ST NEW PALTZ, NY 12561 <u>Parcel Number:</u> 86.12-5-12.320 <u>Borrower:</u> Rocking Horse Ranch Corp.	
3. LENDER ID NO.	4. LOAN IDENTIFIER 730-U-2540	5. AMOUNT OF FLOOD INSURANCE REQUIRED	

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
NEW PALTZ, TOWN OF	ULSTER	NY	360859

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/Revised Date	3. LOMA/LOMR Number	4. Flood Zone	5. No NFIP Map
36111C 0760E	09/25/09	Date Number† _____	X	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

† LOMA/LOMR Number optional until May 30, 2015 per FEMA Bulletin W-12078

1. ☒ Federal flood insurance is available (community participates in the NFIP). ☒ Regular Program ☐ Emergency Program of NFIP
2. ☐ Federal flood insurance is not available because community is not participating in the NFIP.
3. ☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available.

CBRA/OPA Designation Date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V")? ☐ YES ☒ NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.
If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

E. COMMENTS (Optional)

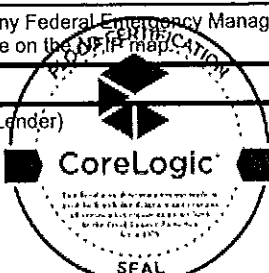
1. Determination based on tax ID or parcel number provided.

THIS FLOOD DETERMINATION IS PROVIDED TO THE LENDER PURSUANT TO THE FLOOD DISASTER PROTECTION ACT. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) CoreLogic Flood Services 11902 Burnet Road Austin, TX 78758 1-800-447-1772	DATE OF DETERMINATION 11/14/13 at 11:52 PM CST FloodCert #: 1311347707
---	---



DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

See The Attached
Instructions

O.M.B. No.1660-0040
Expires May 30, 2015

SECTION I - LOAN INFORMATION

1. LENDER NAME AND ADDRESS Hardenburgh Abstract Co P O Box 638 Goshen, NY 10924 <u>Company:</u> Hardenburgh Title Agency <u>Attn:</u> Vicki		2. COLLATERAL (Building/Mobile Home/Property) PROPERTY ADDRESS AND PARCEL NUMBER (See Instructions section for more information) (Parcel Number optional until May 30, 2015 per FEMA Bulletin W-12078) S OHIOVILLE RD NEW PALTZ, NY 12561 <u>Parcel Number:</u> 86.12-5-12.310 <u>Borrower:</u> Rocking Horse Ranch Corp.	
3. LENDER ID NO.	4. LOAN IDENTIFIER 730-U-2540	5. AMOUNT OF FLOOD INSURANCE REQUIRED	

SECTION II

A. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY JURISDICTION

1. NFIP Community Name	2. County(ies)	3. State	4. NFIP Community Number
NEW PALTZ, TOWN OF	ULSTER	NY	360859

B. NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA AFFECTING BUILDING/MOBILE HOME

1. NFIP Map Number or Community-Panel Number (Community name, if not the same as "A")	2. NFIP Map Panel Effective/Revised Date	3. LOMA/LOMR Number	4. Flood Zone	5. No NFIP Map
36111C 0760E	09/25/09	Date Number† _____	X	

C. FEDERAL FLOOD INSURANCE AVAILABILITY (Check all that apply)

† LOMA/LOMR Number optional until May 30, 2015 per FEMA Bulletin W-12078

1. ☒ Federal flood insurance is available (community participates in the NFIP). ☒ Regular Program ☐ Emergency Program of NFIP
2. ☐ Federal flood insurance is not available because community is not participating in the NFIP.
3. ☐ Building/Mobile Home is in a Coastal Barrier Resources Area (CBRA) or Otherwise Protected Area (OPA). Federal Flood Insurance may not be available.
- CBRA/OPA Designation Date: _____

D. DETERMINATION

IS BUILDING/MOBILE HOME IN SPECIAL FLOOD HAZARD AREA (ZONES CONTAINING THE LETTERS "A" OR "V") ? ☐ YES ☒ NO

If yes, flood insurance is required by the Flood Disaster Protection Act of 1973.

If no, flood insurance is not required by the Flood Disaster Protection Act of 1973. Please note, the risk of flooding in this area is only reduced, not removed.

E. COMMENTS (Optional)

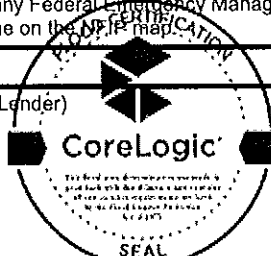
1. Determination based on tax ID or parcel number provided.

THIS FLOOD DETERMINATION IS PROVIDED TO THE LENDER PURSUANT TO THE FLOOD DISASTER PROTECTION ACT. IT SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building/mobile home on the NFIP map.

F. PREPARER'S INFORMATION

NAME, ADDRESS, TELEPHONE NUMBER (If other than Lender) CoreLogic Flood Services 11902 Burnet Road Austin, TX 78758 1-800-447-1772	DATE OF DETERMINATION 11/14/13 at 11:55 PM CST FloodCert #: 1311347559
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ATTACHMENT 3 (SECTION III)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Current Property Owner/Operator Information

No Supplemental Information Required

ATTACHMENT 4 (SECTION IV)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County
Requestor Eligibility Information

No Supplemental Information Required

ATTACHMENT 5 (SECTION V)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Property Eligibility Information

An Access agreement between the current owner and Requestor is attached with Section I.

No Other Supplemental Information Required

ATTACHMENT 6 (SECTION VI)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Project Description

Section VI: Project Description

The Requestor proposes a resort facility catering to active families with young children and those persons seeking recreational activities, such as rock climbing and cycling that are part of the regional attractions. The project, as proposed, will likely include a four to five story hotel with between 250 and 275 rooms, a 70,000 square feet indoor water park, ancillary outdoor water park feature (seasonal operation), a 10,000 square feet conference and banquet center, indoor tennis courts, outdoor tennis courts, outdoor zip lines, rope courses, an outdoor climbing wall and an indoor spa. The hotel lobby and main facility will include a five (5) story climbing wall and a ten (10) lane bowling alley. The project will also include several restaurants, a signature café and “faster” food options at the outdoor water park area.

The proposed project site is accessible from NYS State Route 299. Egress from the site will be onto South Ohioville Road. The Site is located due east of the NYS Thruway Authority exit.

The proposed BCP site has historically operated as a commercial orchard. Although there are no existing above ground structures remaining, there are underground and at grade structures that were part of the operation and will require action as the project moves forward. The proposed remedy will integrate the proposed site development plan into the remedial design. At this point in the project, the intent is to use a Track 4 cleanup approach; however, that could change depending upon the results of the pre-remedial design investigation discussed below.

The Requestors wish for inclusion of the site into the Brownfield Cleanup Program is for the purpose of conducting Remedial Measures to remove, or to use engineering controls, to address observed pesticide contaminated soils. The site will be remediated to Restricted Commercial Use Soil Cleanup Objective (SCO) values as defined in 6NYCRR Part 375-6, Remedial Program Soil Cleanup Objectives.

A supplemental/pre-remedial design investigation is proposed to better define the nature and extent of the pesticide contaminated soils previously documented to exist on the site. The pre-remedial design investigation will be conducted to supplement existing environmental site data, provide additional groundwater data, and duplicate some of the initial sampling efforts to verify that the previously collected data can be relied upon.

Opinion Regarding Need for Further Site Characterization:

The site has been investigated as part of initial due diligence efforts. A summary of the investigation is presented in Attachment VII along with copies of the reports relating to work performed.

A Phase I Environmental Site Assessment (ESA) was performed to evaluate any potential recognized environmental conditions. From the findings of the Phase I ESA, it was concluded that additional assessment was warranted based on historic use of the property. The Phase II ESA revealed the presence of lead arsenate and other pesticide associated with historic use of the property.

The following conclusions are made relative to the site's environmental media. Based on these conclusions, the need for additional characterization of each environmental media is addressed.

- Soils at the site are impacted at levels that exceed the applicable SCOs for the Commercial Reuse of the property according to 6 NYCRR Part 375-6, Remedial Program Soil Cleanup Objectives. A Spill Report was made to the New York State Department of Environmental Conservation (NYSDEC) based on the findings of the Phase II investigation and a UST needs to be properly closed. Surface soils (within one foot of existing grades) have been collected and analyzed across the site primarily, for Pesticides and Metals. Pesticides were detected at levels exceeding Part 375 Restricted Commercial Use SCOs. Based on the existing data and the proposed development plan, the surface soils within the

site will be covered as part of the site's redevelopment with either building floor slabs, paved parking lots and walkways, or clean fill will be imported.

- Groundwater has not been adequately characterized to determine whether it is adversely impacted. The pre-remedial design investigation is intended to fill in this data gap. The site relies on groundwater as the potable water source, so it will be important to document the absence of impacts. This site has historically been considered for a possible municipal water source for the Town and Village of New Paltz, Since groundwater use restriction cannot be restricted, appropriate characterization is warranted.
- No sediment samples were collected from the storm water management area or the wetlands on the west and south sides of the site respectively. Run-off from the site will channel into these features, so characterization is warranted. No redevelopment is proposed in these features; however, they represent potential sensitive receptors.
- The Phase II ESA included a ground penetrating radar (GPR) survey. The GPR survey identified anomalies. Buried infrastructure, an underground storage tank and miscellaneous metal debris were identified. The results of this report were provided to the NYSDEC

The proposed BCP site has been adequately characterized but some data gaps exist. Those data gaps will be addressed through the pre-design remedial investigation; however, as the site will be redeveloped for commercial use in accordance with 6NYCRR Part 375 regulations, and in particular for Restricted Commercial Use, remaining site contamination may be managed through appropriate environmental easements, engineering controls, and a Site Management Plan.

A Schedule of Proposed Activity is attached. It is important to note that the Town of New Paltz has made a Positive Declaration for the proposed action. A full Environmental Impact Statement has to be prepared for the project. The Scoping Document is attached. The Town has determined that the project will have impacts on land, impacts on surface water and groundwater resources, impacts associated with wastewater disposal, impacts on community provided services and impacts associated with density of the development. The proposed project does not comply with existing

zoning (B-2, Highway Business Zoning District and I-1, Light Industrial Zoning District). A zoning amendment will be required to allow a Recreation Resort.

Estimated Project Schedule

Task	Months after submission																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Completeness Determination																			
Public Comment & SEQRA Process for Site Plan Approval																			
Pre-Remediation Investigation WP																			
PRDI & Remedial Action Work Plan																			
Fact Sheet																			
Remedy																			
FER and SMP																			
Certificate of Completion																			

The project has not received site plan approval from the Town of New Paltz and must undergo a full Environmental Impact Statement under the SEQRA process before receiving Site Plan Approval. It is anticipated to take about a year to complete the EIS and obtain Site Plan Approval, the outcome of which will influence the remedy and the remediation schedule. No remediation work will occur until the approval process is well underway and the parameters of the project are defined. Any necessary supplemental investigations will be performed in the interim to aid in the development of an appropriate remedy for the site. Submission of the FER and obtaining a Certificate of Completion are not anticipated until December 2016.

Final
SCOPING DOCUMENT

FOR

THE WILDBERRY LODGE
DRAFT ENVIRONMENTAL IMPACT STATEMENT (DEIS)

TOWN OF NEW PALTZ
ULSTER COUNTY, NEW YORK

June 23, 2014
Revised September 9, 2014

Lead Agency and Contact Person:

Michael Calimano -Planning Board Chair
Town of New Paltz Planning Board
1 Veterans Drive
P.O. Box 550
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(845)-255-0102

Preparer and Contact Person:

Ross Winglovitz, Project Engineer
Engineering & Surveying Properties, PC
71 Clinton Street
Montgomery, NY 12549
(845)-457-7727

Date Draft Scope Circulated June 26, 2014

Date of Public Comment Session: July 28, 2014

Date Comments Due: 10 days after the close of the Public Comment Session

Date of Acceptance of Final Scoping Outline: September 22, 2014

41° 44' 20.13"
74° 03' 36.25"

PROJECT CONSULTANTS

Engineer:

Ross Winglovitz, P.E.
Engineering Properties, PC
71 Clinton Street
Montgomery, NY 12549
(845) 457-7727

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Legal Counsel:

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300 Westage Business Center, Suite 380
Fishkill, NY 12524

Traffic Engineers:

To be determined

Environmental Consultant:

To be determined

Landscape Architect

To be determined

INTRODUCTION

This Draft Scoping Document has been prepared by the Town of New Paltz Planning Board (hereinafter Planning Board) as Lead Agency for the SEQRA review of the proposed commercial development project known as Wildberry Lodge (hereinafter the Project), including a proposed zoning amendment.

This Draft Scoping Document represents issues and known concerns identified by the Planning Board during its review of the Project's application for site plan approval and its consideration of the proposed zoning amendment, which collectively are the SEQRA Action that will be studied in the DEIS.

The purpose of the Draft Scoping Document is to initially define environmental issues that will be addressed by the project sponsor during preparation of a Draft Environmental Impact Statement (DEIS), and the methodology that will be used to study the potential impacts of the Action on the environment. A Public Scoping Session will be held on July 28, 2014, at 7:00 pm at New Paltz Town Hall. Additional written comments from members of the public as well as Involved and Interested Agencies will be accepted by the Lead Agency until the close of business 10 days after the close of the Public Scoping Session.

The Lead Agency will consider all comments received, and prepare a Final Scoping Document, which will then be adopted by the Planning Board. The Final Scoping Document is intended to serve as the foundation for the identification of all potentially significant adverse impacts pertinent to the proposed Action and to recommend appropriate mitigation measures. Its purpose is also intended to eliminate consideration of any potential impacts that are irrelevant or non-significant.

The proposed Action has been classified as a Type 1 action under SEQRA. Following circulation of a Resolution of Intent to be Lead Agency, adopted by the Planning Board on April 28, 2014 the Planning Board assumed Lead Agency for the purpose of conducting a coordinated environmental review of the Project. The Planning Board then issued a positive determination of environmental significance. The Positive Declaration identified the following potential significant adverse impacts of the Action:

- Impacts on land;
- Impacts on surface waters and groundwater resources;;
- Impacts associated with wastewater disposal;
- Impacts on community services, including fire, police, emergency services and school services
- Impacts on transportation; and
- Impacts related to the proposed use and intensity of the property;

DESCRIPTION OF THE PROPOSED ACTION

The Applicant proposes a resort facility catering to active families with young children, including a 250-275 room 4-story hotel with a 70,000 SF indoor waterpark, 10,000 SF conference/banquet facilities, 4-6 indoor tennis courts and 6-8 outdoor tennis courts (one of which will be a "stadium style" center court), zip lines, ropes courses, outdoor climbing wall, and accessory outdoor waterpark, indoor spa. The hotel lobby will include a 5-story indoor

climbing wall. The hotel will have a 10 lane bowling alley. Dining facilities within the resort will include conference/banquet facilities to serve 550 guests, a hotel restaurant serving breakfast, lunch and dinner, another restaurant with a signature chef, a café, and two "faster" dining options within the water park and another in the bowling alley. There will also be a demonstration kitchen.

The Project will have access from NYS Route 299. Traffic leaving the site would be directed to an exit onto South Ohioville Road where it would travel through the existing signal at 299, and return via 299 West to the Thruway, or travel east toward the Mid-Hudson Bridge. There will be approximately 550 surface parking spaces. The Project proposes to develop necessary water and sewer services.

The project site currently consists of vacant land. Existing adjacent uses in the area include residential, business and commercial. The northern portion of the site is located in B-2 Highway Business Zoning District, while the remaining southern portion of the site is within the I-1 Light Industrial Zoning District. The Project will require a proposed zoning amendment to allow a Recreation Resort.

PROJECT LOCATION

This site is located east of the NYS Thruway Authority, southeasterly of Paradies Lane, south of NYS Route 299, and west of South Ohioville Road. The Tax Identification Number of the property is Section 86.12, Block 5, Lots 12.31 and 12.32 in the Town of New Paltz, New York.

GENERAL GUIDELINES FOR THE DEIS

The Applicant shall closely examine the SEQRA regulations for direction on the required content of a DEIS. Unless otherwise directed by the Final Scoping Document, the provisions of 6 NYCRR 617.9 (b) apply to the content of the DEIS and are incorporated herein by reference.

The DEIS will assemble relevant and material facts, evaluate reasonable alternatives, and be analytical but not encyclopedic. It will also be clearly and concisely written in plain language that can be easily read and understood by the public. Highly technical material will be summarized and, if it must be included in its entirety, referenced in the DEIS and included in an appendix. Narrative discussions will be accompanied to the greatest extent possible by illustrative tables, charts, graphs, and figures. All figures will clearly identify the project area. The Applicant should give due consideration to the use of two separate but smaller three-ring binders; one for the DEIS text and one for the appendices.

Full-scale site plans are to be submitted with the DEIS as a separate appendix. All plans and maps showing the site will include adjacent homes, other neighboring uses and structures, roads, and water bodies within 100 feet of the property boundaries, and a legend/north arrow.

COVER SHEET

- A. State whether a draft or final environmental impact statement.
- B. Title/name of the project.
- C. Location (county and town) of the project.
- D. Name and address of the lead agency; name and telephone number of the person to contact at the lead agency for information.

- E. Name and address of project consultants; including contact name and number.
- F. Date of submittal.
- G. Date of acceptance of the DEIS.
- H. Date of Public Hearing
- I. The deadline date by which comments are due
- J. List of Interested and Involved agencies

TABLE OF CONTENTS

- A. Including listings of tables, figures, maps, charts & any items that may be submitted under a separate cover (and identified as such)

GENERAL NOTES PERTAINING TO THE DEIS

- A. Document to be written in the third person without use of the terms I, we, our, and so on.
- B. Narrative discussions should be accompanied to the greatest extent possible by the use of illustrative tables and graphics. All graphics should clearly identify the site.
- C. Each identified issue of concern should be grouped into one Existing Conditions, Proposed Conditions, Potential Impacts, and Mitigation Measures section to permit more expedient and efficient review.
- D. Footnotes are the preferred form of citing references.
- E. The DEIS may incorporate by reference, in accordance with 6 NYCRR 617.14(h), all or portions of other documents, including EIS's which contain information relevant to the DEIS. Such EIS's must be available at the Town of New Paltz Town Hall for inspection if they are to be used as references.
- F. All assertions must be supported by evidence included in the DEIS or incorporated by reference. Opinions of the applicant that are unsupported by evidence should be identified as such.

I. EXECUTIVE SUMMARY

The Executive Summary should consist of a brief but precise summary of the DEIS that adequately and accurately summarizes the document

- A. Brief description of the Proposed Action, including discussion of history of site, and previous development proposals and studies.
- B. Purpose, Need and Public Benefit.
- C. Describe anticipated type of recreation resort establishment being proposed.
- D. Significant beneficial and adverse impacts (Grouped by topic).
- E. Issues of controversy specified (Grouped by topic).
- F. Proposed mitigation measures (Grouped by topic).
- G. Adverse impacts that cannot be avoided.
- H. Alternatives considered.
- I. Permits and Approvals.
- J. List of Involved Agencies.
- K. List of Interested Agencies.

II. DESCRIPTION OF THE PROPOSED ACTION

The Description of the Proposed Action shall be a detailed presentation of the proposal with supporting graphic materials.

A. SITE LOCATION

1. Establish geographic boundaries and conditions of the project site, including regional and local maps.
2. Site acreage, easements affecting the site, and existing access.
3. Discuss land uses in immediate area (i.e., Route 299 Business Corridor, the Ohioville Hamlet area, the South Ohioville mixed use area, etc.) and relationship of project to those uses.
4. Site description (existing zoning, site character, vegetation conditions, wetlands, wildlife and habitat, etc.).

B. USE.

1. Discuss the prior and present use of the project site.
2. Description of anticipated use.

C. DESIGN AND LAYOUT

1. Total site area
 - a. Proposed impervious surface area (roofs, parking lots, roads).
 - b. Amount of site disturbance.
 - c. Amount of open space and usable open space, description of natural areas and areas of the site to remain undisturbed.
 - d. Stormwater management/drainage plans.
2. Structures
 - a. Gross area
 - b. Layout of buildings
 - c. Site plans and building elevations
 - d. Total square footage and proposed use of each building.
 - e. Description of the resort's facilities and amenities, and potential users Address the proposed height, bulk, location, materials and architectural features of main and accessory buildings and their appropriateness and relationship to the site and to one another
 - f. Discuss energy conservation techniques and technologies incorporated into the design and operation of the proposed use, including the buildings and grounds/landscape
3. Parking, Access & Vehicular and Pedestrian Circulation
 - a. Pavement area and pavement type
 - b. Number of spaces and layout; potential use of banked parking. Reference to further discussion in Operation and Maintenance section (Section E below)
 - c. Description of location & ownership of access roads.
 - d. Description of onsite vehicle & pedestrian circulation.
 - e. Description of linkages to nearby public and intermodal transportation facilities.
 - f. Description of linkages to nearby sidewalks and bicycle paths, including any planned Greenway trails, including potential project amenities (benches, open areas, bus stops) that may facilitate interconnection and linkages. Discuss proposed and potential

separation of pedestrians, bicycles, and vehicular traffic, and proposed provisions for road crossings.

4. Landscaping and Lighting Plans
 - a. Conformity with the requirements of the Town
 - b. Description of existing and proposed landscape buffers in relation to any site visibility from Thruway and from South Ohioville Road.
 - c. Description of landscaping within the parking areas.
 - d. Description of site lighting
5. Utilities
 - a. Sewer
 - b. Water
 - c. Drainage
 - d. Electric and natural gas

D. CONSTRUCTION AND PROJECT PHASING

1. Construction
 - a. Anticipated construction period & schedule of construction milestones (i.e., site clearing, grading and fill placement, infrastructure, foundations, and site amenities).
 - b. Proposed phasing (if any)
 - c. Construction access
 - d. Construction practices
 - e. Anticipated number of construction employees and use of local labor, materials and suppliers

E. OPERATION AND MAINTENANCE OF THE PROJECT

1. Project Operation
 - a. Hours of Operation
 - b. Describe the general categories of guest activities, both on-site and off-site. Discuss any potential seasonal, holiday, or weekday/weekend variation in these activities, including activities during the peak traffic month and on a craft fair weekend. Anticipated number of guests to hotel, water park, conference center, and tennis center. Describe extent to which water park, conference center, or tennis center may have guests who are not also hotel guests, and describe the potential demands of each type of guest on parking volume, parking location and traffic and circulation. Discuss any potential seasonal, holiday, or weekday/weekend variation in these potential impacts.
 - c. Anticipated number of employees, and related parking demands
 - d. Describe employee housing, if any, and utilization of local employees
1. Project Maintenance
 - a. Stormwater facilities

- b. Landscaping
- c. Snow removal

F. PERMITS AND APPROVALS REQUIRED

List approvals needed together with the status of each application (i.e., date application submitted, conceptual approvals received, incomplete application notices, etc.).

1. Local

- a. Site Plan Approval - Town of New Paltz Planning Board
- b. Paradies Lane reconfiguration, potential highway superintendent curb cut or entry permit – Town of New Paltz Town Board and Highway Superintendent
- c. Zoning Amendment – Town of New Paltz Town Board
- d. Wetlands Buffer Permit- Town of New Paltz Planning Board.
- e. MS4 Stormwater Permit – Town Board
- f. The project sponsor has been asked to consider the alternatives of supplying its water and wastewater needs through municipal districts or extensions, should those be formed within a time-frame to allow connection of the project at the time of commencement of operations. Any such special district formation would be a separate direct action by the Town Board, for which a separate SEQR process would be conducted.

2. County

- a. 239 L, M and N (as applicable) Ulster County Planning Department
- b. Water Main Extension – Ulster County Health Department
- c. Highway Upgrades – Ulster County Dept of Highways and Bridges
- d. PILOT (or other similar economic development incentives—Ulster County IDA

3. State

- a. SPDES permit (Stormwater) - New York State Department of Environmental Conservation.
- b. SPDES permit (Wastewater) and/or Sewer Main Extension - New York State Department of Environmental Conservation.
- c. Water Supply Application - New York State Department of Health
- d. Water Withdrawal Permit – New York State Department of Environmental Conservation
- e. Highway Improvements- New York State Dept. of Transportation
- f. Water Quality Certification – New York State Department of Environmental Conservation (if applicable)
- g. NYS Thruway Authority (potential dedicated lane transition to Rt 299)

4. Federal

- a. Wetland Jurisdictional Determination - Army Corps of Engineers.

G. PROJECT PURPOSE, NEED & BENEFIT

1. Public Need
2. Objectives of the Project Sponsor
3. Benefits of the Proposed Action

III. ENVIRONMENTAL SETTING, POTENTIAL IMPACTS AND PROPOSED MITIGATION MEASURES

This Section of the DEIS should describe the environmental conditions on the site and in the off-site areas where there may be significant adverse impacts caused by the proposed project that are identified in the Full Environmental Assessment Form. The extent of off-site areas studied for the existing conditions should be defined for each issue. Sufficient detail should be provided so that reviewers are able to gain an understanding of current conditions and the context of which potential impacts will be assessed. For each of the following issues that will be addressed, existing site conditions are to be defined, proposed site conditions shall be described, potential impacts of the proposed action are to be identified and described, and mitigation measures designed to avoid, minimize or offset potential impacts are to be proposed. The methodology and standards used to quantify projected impacts are to be described. To the extent that the DEIS relies upon any previous analysis or studies performed on the site, the previous analysis shall be discussed to the extent relevant, and the referenced prior studies shall be referenced to a place where they can be located, or incorporated in the DEIS as appendices.

A. LAND

1. SOILS & TOPOGRAPHY

Existing Conditions

- a. Detail soil composition, table of on-site soils identifying the construction limitations, permeability, and seasonal high water table for each soil that will be disturbed.
- b. Using available mapping, identify and evaluate the underlying bedrock formation types, composition and thickness.
- c. Identify topography slopes (0-10%, 10-15%, 15-25%, 25%+)
- d. Presence/absence of agricultural related chemicals. Had been previously determined and will be further discussed and included by reference.

Potential Impacts

- a. Discuss the erosion control plan with regard to construction impacts such as erosion and earth moving. Include phasing schedule and methods to limit quantities of unvegetated, disturbed soils.
- b. Discuss adequate soil erosion and sediment control measures designed in accordance with the NYS Department of Environmental Conservation's "New York Standards and Specifications for Erosion and Sedimentation Control" (current version)
- c. Discuss the proposed grading plan for the site and estimate proposed cut and fill earthwork volumes necessary to develop the proposed action on the site. If earthwork volumes cannot be balanced on the site, the anticipated volume of earth/rock to be

imported to, or exported from the site shall be defined. The number of truck trips associated with any import/export activities shall be estimated and the anticipated routing of such truck trips shall be identified.

- d. Potential impacts resulting from disturbance of contaminated soils (if any) will be discussed.
- e. Discuss the potential for soil compaction as a result of construction.

Mitigation Measures

- a. Discuss mitigation as required, including a discussion of construction methods and Best Management Practices that will be employed with an evaluation of their effectiveness to mitigate impacts.
- b. Discuss the mitigation to be used to remediate contaminated soils on the site (including mitigation of potential airborne impacts resulting from soil disturbance), such as the possibility of using the NYSDEC Brownfields Remediation program.

B. WATER RESOURCES

1. Surface Water

Existing Conditions

- a. Location and description of surrounding waterbodies including onsite surface water and off-site receiving waters and classification according to NYSDEC and/or ACOE.
- b. Identification of uses and level of use.
- c. Description of existing drainage areas, patterns, channels, flood plains, including downstream conditions.

Potential Impacts

- a. Assess impacts from future drainage patterns, stormwater peak discharges, stormwater quantity reduction and stormwater quality, outfall construction and effluent discharge from the wastewater treatment plant (if proposed) with regard to on-site and off-site receiving waters.
- b. Discuss potential for contamination of surface water by erosion due to construction
- c. Discuss Stormwater Pollution Prevention Plan (SWPPP)

Mitigation Measures

- a. Discuss a Wetland Mitigation Plan, if applicable. Discuss the use of buffer areas near wetlands.
- b. Design adequate stormwater control system in accordance with the NYS Dept. of Environmental Conservation's "Stormwater Management Design Manual." (current version)
- c. Discuss potential or possible use of innovative Stormwater management techniques

- d. Design adequate wastewater treatment plant with effluent limitations in accordance with NYSDEC standards. WAC analysis, as needed.
- e. Discuss additional mitigation as required including wastewater treatment plant SPDES Permit effluent limitations (if proposed).

2. Wetlands

Existing Conditions

- a. Description and mapping of NYSDEC, ACOE and Town designated wetlands, and DEC/Town buffer areas
- b. Discuss the quality, function and classification of wetlands on site, wetland limits and permitting requirements of the NYSDEC, the ACOE, and the Town of New Paltz Wetlands Law

Potential Impacts

- a. Acreage to be removed or disturbed
- b. Discuss potential impacts associated with the proposed use

Mitigation Measures

- a. Discussion of preserved Open Space and avoidance of wetlands.
- b. Discuss methods to minimize activity near wetland resources.
- c. Discuss the use of wetland buffer areas.
- d. Discuss additional mitigation as required.

3. Groundwater

Existing Conditions

- a. Location & description of existing on-site wells.
- b. Location & description of existing off-site neighboring wells

Potential Impact

- a. Effects on surrounding wells based on previously completed pump test.
- b. Discussion of projected groundwater withdrawal requirements and rates, including surplus quantities available which could be offered to a municipality providing a water supply (if proposed).
- c. Discussion of estimated aquifer safe yield and recharge area
- d. Discuss quality of water from supply wells.

Mitigation Measures

- a. As needed, discuss alternative potable water supply if wells of adjoining residences are affected by groundwater withdrawal.
- b. Discuss other mitigation as required.

C. PLANTS AND ANIMALS

From November 2004 to April 2006, A.V. Agovino Associates, LLC ("AVAA") performed an extensive analysis of plants and animals on the project site that documented and inventoried existing vegetation and habitat cover types,

plant and wildlife species, and where appropriate, examined adjacent parcels to determine the presence of wildlife corridors or other zones of influence which may exist beyond the project's boundaries. The analysis included studying the potential for the presence of rare, threatened or endangered species on the site. The analysis found no significant impacts to species of concern, and the NYSDEC concurrence with the findings of this study. The proposed disturbance area footprint is no more extensive than the previous Crossroad application for which the vegetation and wildlife studies were performed. Based on this, it is recommended these studies be accepted as definitive and that the Plants and Animals section NOT be included in this scope. Wetlands will still be addressed in the Water Resources section above (Section III. B. 2.)

D. AESTHETIC RESOURCES

1. Visual

Existing Conditions

- a. Inventory and describe existing visual and scenic resources and visual character of the project site from the ten critical receptor points identified by the Town Engineer.
- b. Provide narrative text and photographs to describing the visual character of the neighborhood and the visual relationship between the project site and the surrounding area.

Potential Impacts

- a. Describe potential impacts to visual conditions, which will include a visual impact assessment of the project based on photographs of the existing conditions, and photographic simulations of the built conditions from two visual receptor locations (Locations #2 and #3).

Mitigation Measures

- a. Discuss mitigation as required

2. Lighting

Existing Conditions

- a. Describe the existing nighttime lighting level at the site.
- b. Discuss site conditions that would affect light propagation such as terrain, existing vegetation, etc.

Potential Impacts

- a. Discuss the proposed development's proposed lighting, including structure lighting and illuminated signs.
- b. Discuss conformance with the Town's Zoning Code, including sign provisions.

Mitigation Measures

- a. Discuss methods to avoid or reduce adverse effects from site lighting, to offsite areas including the Thruway and surrounding residential neighbors.

3. Landscaping

Existing Conditions

- a. Describe the existing onsite vegetation

Potential Impacts

- a. Discuss the proposed development's landscaping plan.
- b. Discuss conformance with the Town Code.

Mitigation Measures

- a. Discuss additional mitigation as required.

4. Odor

Existing Conditions

- a. Describe the existing odors and existing receptors on site and in the project vicinity.

Potential Impacts

- a. Discuss the proposed development's potential causes of odor, such as the waste water treatment facility.
- b. Discuss conformance with the Town's Ordinance.
- c. Discuss storage of chlorine for water treatment, pool water discharge filters.

Mitigation Measures

- a. Discuss methods to avoid or reduce adverse effects from site odors. Such as Bio-filtration and other odor control treatment methods.

E. HISTORIC AND ARCHEOLOGICAL RESOURCES

1. Historic and archaeological resources

Existing Conditions

- a. Identification of sites having potential significant historical or archaeological value on or adjacent to the site.

Potential Impacts

- a. Discuss results of Phase I Cultural Resources Survey previously completed for the property and potential impacts (if any) to nearby historical and archeological resources.

Mitigation Measures

- a. Discuss mitigation as required

F. TRANSPORTATION

1. Traffic

Existing Conditions

- a. Description of the size, capacity and physical condition of the transportation network (as defined in the "Draft Scope of Traffic Impact Study", as prepared by Resource Systems Group, Inc., dated May 8, 2006) including but not limited to the following:
 - Roadways affected within a reasonable distance of site
 - Traffic controls including speed limits, advisory signs, etc.
 - List of intersections to be studied
 - NYS Route 299 / Paradies Lane (future site access)
 - NYS Route 299 / N & S Ohioville Rd.
 - NYS Route 299 / N & S Putt Corners Rd.
 - NYS Route 299 / Thruway Entrance
 - NYS Route 299/ Manheim Boulevard
 - Description of the accident history of studied roadways and intersections
- b. A.M. and P.M. weekday/weekend peak hour traffic flow count and analysis based on peak hour trip generation projections
- c. Apply seasonal adjustments as necessary to model average month and peak month conditions.
- d. Description of current level of service based on *2010 Highway Capacity Manual* methodologies.
- e. Vehicle mix and classifications
- f. Bicycle and pedestrian movements at studied intersections and roadways
- g. Transit service available or used in the area
- h. Identify any near term improvement plans by NYSDOT or the Thruway Authority for any nearby state highway intersections or other planned NYSDOT or Thruway Authority transportation network improvements that may affect traffic patterns.

Potential Impacts

- a. Describe proposed on site traffic improvements and traffic circulation; differentiate between guest and employee circulation as needed. Describe extent to which water park, conference center, or tennis center may have guests who are not also hotel guests, and describe the potential demands of each type of guest on parking and traffic circulation.
- b. Describe expected truck traffic and turning movements.
- c. Discuss the conformance of the proposed action with the Town's access management guidelines.
- d. Discuss other developments in the vicinity which may have an impact on the roadway network, including those projects which have been permitted but not yet built, (The following projects should be included, The Village Cinema, Gateway at Mohonk, CVS Pharmacy and Park Point).
- e. Apply an accepted overall growth rate for the area and add surcharges for any proposed or approved but un-built projects, using UCPB rates as appropriate.

- f. For average month and peak month conditions, determine project's effect on offsite traffic circulation, volumes and level of service at each studied roadway and intersection, including access between Route 299 and Paradies Lane, and flow of vehicular traffic between the site and adjacent parcels.
- g. Prepare sensitivity analysis of traffic impacts during peak month conditions.
- h. Discuss bicycle and pedestrian impacts within 200 feet of the site boundaries.
- i. Provide queuing analyses for the proposed round-about.
- j. Discuss potential for direct access to site from adjacent Thruway exit ramp

Mitigation Measures

- a. Discuss mitigation as required, including necessary highway and roadway improvements, provisions for connection to mass transit services.
- b. Discuss the estimated cost of any proposed highway and roadway improvements and indicate how improvements will be funded.
- c. Discuss pedestrian and bicycle improvements as needed

G. LAND USE AND ZONING

1. Land use and zoning

Existing Conditions

- a. Discuss the existing and proposed land uses on the site and in the surrounding neighborhood, including adjacent properties.
- b. Discuss the project's compatibility with the goals and policies set forth in the Town of New Paltz Comprehensive Plan.
- c. Discuss the existing zoning of the site and the surrounding neighborhood.
- d. Discuss the permitted uses and proposed development of the site within the B-2 Highway Business District and the I-1 Light Industrial District.
- e. Discuss the zoning amendments proposed to establish the zoning uses and bulk regulations that will be allowed as part of the proposed project.

Potential Impacts

- a. Discuss any applicable potential impacts due to inconsistencies with the Town's Comprehensive Plan.
- b. Discuss the compatibility of the proposed project with the surrounding neighborhood and land uses, including assessment of site lighting, natural buffers, construction noise, traffic and views.
- c. Discuss potential impacts resulting from the proposed Recreation Resort Overlay zoning amendment.

Mitigation Measures

- a. Discuss applicable and appropriate mitigation measures due to the change in the current use, the intensity of the proposed land use and its anticipated compatibility with the surrounding neighborhood
- b. Discuss applicable and appropriate mitigation measures with respect to proposed zoning amendment.

H. COMMUNITY SERVICES

1. Utilities

Existing Conditions

- a. Water Supply
 - o Describe existing facilities and existing onsite wells
 - o Describe existing onsite well yield rates and water quality results
- b. Sanitary Services
 - o Description of existing facilities capacity and usage and potential services to site.
 - o Discuss locations for wastewater discharge of alternative on site sewer treatment plant.
- c. Drainage Facilities
 - o Description of existing facilities
- d. Gas and Electric Services
 - o Description of existing facilities
- e. Solid Waste Removal
 - o Description of existing facilities

Potential Impacts

- a. Proposed demand on affected utilities, including water supply, sewage generation, energy needs and solid waste generated.
- b. Provide a summary of average daily demand and peak hourly demand of water and sewer usage
- c. Provide a calculation of fire flow requirements based on NFPA guidelines
- d. Discuss proposed onsite private sewer treatment plant.
- e. Discuss proposed onsite private water system.
- f. Discuss potential reuse of rainwater, stormwater, and graywater
- g. If additional water capacity is projected to be available, discuss potential purchase of excess water by the Town's expanded water district

Mitigation Measures

- a. Discuss use of sustainable design elements in limiting impacts/demands on natural and manmade resources.
- b. Use of water conservation fixtures
- c. Low maintenance landscaping.

- d. Use of alternative paving materials and other innovative stormwater management techniques to promote the infiltration of stormwater and minimize the generation of surface runoff.
- e. Discuss other mitigation as required.

2. Emergency Services

Existing Conditions

- a. Describe fire, police and emergency medical service (Rescue Squad) capabilities to service the project. Identify staffing levels, equipment availability, average response time to the site, station locations and schedule of patrol activities in the project area.

Potential Impacts

- a. Discuss effect of additional demands on fire, police and emergency medical service and their capabilities to service the project.

Mitigation Measures

- a. Discuss mitigation as required.

3. Fiscal Analysis

The purpose of the fiscal analysis section will be to estimate the degree to which services provided by the Town of New Paltz, New Paltz School District and Ulster County will be affected by the proposed project and whether the benefits of additional tax revenue and associated site improvements will outweigh increased service burdens. Preparation of the fiscal analysis section will be in accordance with generally accepted planning practices and methodology, such as those described in the American Planning Association "Fiscal Impact Analysis: Methodologies for Planners" (PAS No. 351, 2010, or such other similar planning reference methodology that is acceptable to the Planning Board.

Existing Conditions

- a. Discuss existing tax generation and existing demand on emergency services, Town and County roadways, and schools.

Potential Impact

- a. Discuss whether there will be any increase in the number of Village/Town of New Paltz residents as a result of the proposed action
- b. Discuss fiscal impact on emergency services, Town and County roadways and schools, and whether tax revenues from the project will be less or greater than the cost of providing services by the taxing authorities. This analysis will consider the fiscal impact of the proposed PILOT on taxing jurisdictions, including consideration of the impact of tax cap legislation on the ability of the taxing jurisdictions to maintain existing service levels. The analysis will address the impact on community services over the duration of any

proposed PILOT by projecting the future property tax revenues to Ulster County, the Town of New Paltz and the School District generated by this site following development of the proposed action, and projections of municipal and school district costs to be incurred in servicing the proposed action including the servicing cost of any highway or roadway mitigation identified in Section III E(1) - Traffic.

- c. Describe the Ulster County Industrial Development Authority incentives available for the project, identify the specific incentives that will be sought, and any other economic development incentives that will be sought. As to any proposed PILOT, discuss how the anticipated employment will meet UCIDA job creation objectives relating to the PILOT category.
- d. Discuss employment at the project site during construction and on an ongoing basis after the project is built.

Mitigation Measures

- a. Discuss mitigation as required.

I. ENERGY RESOURCES/SUSTAINABLE DESIGN

1. Impacts on energy

Existing Conditions

- a. Identify the energy sources to be used

Potential Impacts

- a. Discuss both the short- and long-term energy demands of that the project on energy sources discussed above.
- b. Discuss conformance with applicable site plan regulations

Mitigation Measures

- a. Discuss project design in relation to LEED, ANSI, and Energy Star standards, and the use of energy conservation techniques and technologies and green building practices, including energy-saving measures incorporated into the design and operation of the proposed use such as
 - o Building materials (ie Insulation, Windows)
 - o Low wattage and LED lighting fixtures
 - o Energy efficient appliances
 - o Energy efficient HVAC systems
 - o Solar hot water systems/solar orientation
 - o Geothermal heating (Energy Star 3.0)
 - o Sustainable landscaping and landscape maintenance
- b. Discuss the costs and benefits of using electricity supplied from "Green Power" renewable energy sources such as Solar energy, Wind energy, Biomass energy and Hydropower energy.
- c. EV recharging stations/using PV for recharge
- d. Discuss other mitigation as required

IV. ALTERNATIVES

This section contains alternatives to the proposed project that may minimize or avoid adverse environmental impacts. Discussion of each alternative will be at a level of detail sufficient to permit a comparative assessment of costs, benefits and environmental risks of each alternative.

A. No Action

1. Describe the "no-Build" alternative.

B. Alternative Plans/Uses

1. Alternative size of hotel and water park
2. Alternative building height showing relationship with building footprint and relative impact on views of site
3. Qualitative discussion of comparative impacts of proposed action vs prior projects proposed for site.

C. Alternative Zoning

1. Floating overlay zone in all non-residential districts
2. Inclusion of Recreation Resort use in existing B-2 and/or LI districts

D. Alternative Water and Sewer Service

It is recognized that municipal districts may only be established as a direct action by the Town Board, and that the Town Board will itself assess the environmental impacts of forming such districts and will consider alternatives in its studies relating to facilities, if and when it formulates plans for potential formation of any districts. The discussion in this DEIS will be general and will gather and discuss information currently available for the purpose of considering whether utility service to the project by a municipal district(s) is a viable alternative to on-site service by the project itself. The discussion shall include information concerning the potential geographic areas that might be included in such districts, potential costs, potential positive and/or growth inducing impacts of district formation, and the likelihood of district formation and infrastructure construction within a time frame to serve the proposed project. The discussion will also acknowledge the pending NYC aqueduct maintenance shutdown scheduled for October 2016.

1. Connecting project to a public water system/district, if formed, using on site water as source
2. Connecting project to expanded Sewer District 6, if expansion approved by Town, to be served by expanded Town sewage treatment plant
3. Connecting project to a new sewer district, if formed, to be served by a new sewage treatment plant
4. For onsite sewer treatment plant option, consider alternative decentralized wastewater treatment methods (e.g. Constructed Wetlands).

E. Alternative without PILOT benefits.

Discuss viability of project without PILOT or other economic incentive benefits discussed in Fiscal Impact section

V. ADVERSE ENVIRONMENTAL IMPACTS WHICH CANNOT BE AVOIDED IF THE PROJECT IS IMPLEMENTED

Identify those adverse environmental effects in Section III that can be expected to occur regardless of the mitigation measures considered.

VI. IRREVERSABLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES

VIII GROWTH-INDUCING IMPACTS

A. Due to New Public Water Supply

B. Due to Additional Public Sewer Treatment Capacity

IX. SUMMARY OF MITIGATION

IX. APPENDICES

- A. Underlying studies, reports, exhibits and information considered and relied on in preparing EIS.
- B. List all federal, state, regional or local agencies, organizations or consultants contacted during the preparation of the DEIS.
- C. Relevant correspondence regarding the project.
- D. SEQR Documentation (i.e. Positive Declaration of Environmental Significance, Final Scoping Document)

ATTACHMENT 7 (SECTION VII)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Property Environmental History

1. Environmental Reports

Several environmental assessments were conducted at the property. The site's environmental history is presented in the following reports. These reports are included in Exhibit 1 attached to this Narrative.

- Phase I Environmental Site Assessment, Plesser Property, 57 Acres of Undeveloped Land, Town of New Paltz, Ulster County, New York, April 30, 2014, prepared by The Chazen Companies, 21 Fox Street, Poughkeepsie, New York.
- PHASE II ENVIRONMENTAL SITE ASSESSMENT, Plesser Property, Paradies Lane, New Paltz, Ulster County, New York, NYSDEC Spill No. 14-01829, dated June 18, 2014, prepared by DT CONSULTING SERVICES, INC., 1291 Old Post Road, Ulster Park, New York.

The reports are included in Exhibit 1 in electronic format.

The following summarizes the site's environmental history.

2014 Chazen Phase I ESA

The Chazen report identified the following recognized environmental conditions: The opinions below provide the environmental professional's rationale for concluding whether a condition is currently a REC. Only conditions identified by the environmental professional as recognized environmental conditions are listed in the subsequent Conclusions section of the report.

- Historical uses of the central and northeastern sections of the Site included an apple orchard. The owner reported that pesticides exist in shallow soils in the

area of the former orchard; however, supporting documentation and concentration information was not provided. It is also not known if pesticides were applied according to their labeled directions. Given the reported presence of pesticides in soil, but the limited associated information, this is considered a Significant Data Gap (SDG).

- Five structures (i.e., one barn, one garage and three unidentified structures), constructed circa 1949, were previously located on the Site. The three unidentified structures were demolished circa 1978-1994, while the remaining barn and garage were demolished in 2003. Records searched could not confirm if any of the five structures contained heating systems and the usage of the three unidentified structures. This lack of information represents an SDG.
- A waste pile was noted in the southwestern section of the Site (area of one demolished unidentified structure) and included empty containers of raw product (e.g., approximately twenty 1-gallon buckets for oil/grease, one 5-gallon fuel container, two 15-gallon drums with unknown contents). No staining and/or odors were noted on surfaces underneath these containers; however, it is unknown if containers were empty when placed in this area and what were the contents of these containers. Therefore, this waste storage is considered an SDG.
- A Shell gasoline station is located adjacent to the Site, is associated with one open NYSDEC spill, and identified as a Petroleum Bulk Storage (PBS) facility. Four underground storage tanks (USTs) exist on-site: 8,000-gallon gasoline, 6,000-gallon gasoline, 4,000-gallon diesel, and 1,500-gallon petroleum. One Spill incident (No. 9814530) was reported for discovery of soil contamination during tank removal and has not been granted closure by the NYSDEC. Presumed groundwater flow direction in this area is away from the Site (southeast); however, this could not be confirmed so the Spill represents an SDG for the Site. In addition, this Spill incident indicates that potential VEC cannot be ruled out for the Site but it should be noted that the NYSDOH does not currently regulate petroleum compounds when considering vapor intrusion concerns.
- A rusted empty and unlabeled 55-gallon container was noted in front of the auto-repair garage property encroachment but still on-site. No staining and/or leakage were noted in the area; however, the historical drum contents are unknown and therefore considered an SDG.

- A small clearing is noted in the extreme southwest corner of the Site in the 1994 aerial photograph but appears subsequently wooded. The reason for a temporary clearing is unknown; however, there was no evidence of material storage or stressed vegetation; therefore it is not a REC.
- The past owners of the property could not be interviewed. This is considered an SDG.
- An adjacent auto repair facility's overflow parking area encroaches onto the central eastern section of the Site. A close-up inspection of the encroachment could not be conducted as it was incorporated in the neighboring property. This is considered an SDG, although, evidence of releases was not observed in this area.

2014 DTCS Phase II ESA Findings

Based on the results of the Phase I ESA, a Phase II ESA was performed. A total of forty-two soil borings were advanced on the Plessner Property, Paradies Lane, New Paltz, New York property.

- Laboratory data for soil samples was obtained from the UST area, located within the northeastern portion of the site (SB-7) revealed low level concentrations for several targeted VOCs at depths between 8 and 12 feet bgs.
- Surficial soil samples were obtained from within the historical orchard areas (central and north-northeastern portions of the property). These samples indicated elevated concentrations of arsenic and lead, exceeding unrestricted and restricted residential NYSDEC Subpart 375-6: Remedial Program Soil Cleanup Objectives, December 2006.
- DTCS concluded subsurface soil impacts exceeding soil guidance standards were encountered within eleven soil borings (SB-19, 25, 30 31, 32 - 34, 36, 39 and SB-42) in that portion of the property historically utilized as an orchard. The two compounds of concern within these samples are arsenic and lead.

Question 2:

Based on the site investigations completed to date, the contaminants and media known to have been affected above screening criteria (TAGM 4046 and/or Part 375 Restricted Commercial Use SCOs are as follows:

Surface Soils: Metals

The existing site investigation indicated that shallow soils are impacted by historic use of the property and are at levels that are a potential threat to human health and the environment.

Question 3:

The existing sampling efforts were limited, and based on historic RECs and SDGs, other suspected contaminants may lie within the confines of the site other than those identified in Section VII.2.

Question 4:

The sources of the known/suspected site contaminants are related to the site's historical use as an orchard/farm.

Question 6: Owners & Operators

The following table presents the past site ownership/operator information and relation to the current site owner and/or Requestor. Copies to the deeds for the site are attached.

Dates of Ownership	Owner/Operators Name	Address/Phone Number	Relationship to Current Owner and/or Requestor
Unknown to October 22, 1985	Abram Paradies: Owned & Operated properties as an orchard & farm	Paradies Lane, New Paltz, NY Phone: He is deceased	None
October 22, 1985 to present	Samuel Plesser: Real estate investor	1201 So. Ocean Drive 509 So Hollywood, FL	Current Owner; no relation to Requestor

Based on the available record, there has been one operator of this property, Abram Paradies. Mr. Paradies operated the property as an orchard/farm. Evidence of fruit trees was observed in aerial photographs dating as far back as 1963. Fruit trees were observed in an aerial photograph from 1986; however, no trees were observed in aerial photographs from 1996 and 2006. Sam Plesser did not operate the property as a farm.

ATTACHMENT 8 (SECTION VIII)

BCP APPLICATION

PLESSER SITE

Town of New Paltz, Ulster County

Contact List Information

Some of the persons, agencies or organizations who might have an interest in this project are listed below:

Local Government Officials		
Town of New Paltz Officials/Elected Representatives		
Susan Zimet Supervisor 3 Clearwater Road PO Box 550 New Paltz, NY 12561	Jeff Logan Deputy Supervisor 3 Clearwater Road P.O. Box 550 New Paltz, NY 12561	Jean Galucci Councilwoman 3 Clearwater Road, P.O. Box 550 New Paltz, NY 12561
Kevin Barry Councilman 3 Clearwater Road P.O. Box 550 New Paltz, NY 12561	Daniel Torres Councilman 3 Clearwater Road P.O. Box 550 New Paltz, NY 12561	Rosanna Mazzaccari Town Clerk 3 Clearwater Road P.O. Box 550 New Paltz, NY 12561
Chris Marx Highway Superintendent 3 Clearwater Avenue, P.O. Box 550 New Paltz, NY 12561	Michael Calimano Planning Board Chair 3 Clearwater Road, P.O. Box 550 New Paltz, NY 12561	Kelly O'Donnell Planning Board Secretary 3 Clearwater Road, P.O. Box 550 New Paltz, NY 12561

Federal Elected Representatives		
Hon. Charles Schumer US Senate Washington, DC 20510	Hon. Kirsten Gillibrand US Senate Washington, DC 20510	Hon. Chris Gibson US House of Representatives Washington, DC 20515
Village of New Paltz Officials/Elected Representatives		
Jason West, Mayor Village of New Paltz 25 Plattekill Avenue New Paltz, NY 12561	Kathryn Doyle-Bunker, Clerk Village of New Paltz 25 Plattekill Avenue New Paltz, NY 12561	Maurice Weitman, Chair Village Planning Board 25 Plattekill Avenue New Paltz, NY 12561

State Elected Representatives		
State Senator John Bonacic 201 Dolson Avenue Suite F Middletown, NY 10940	Kevin Cahill 103 rd State Assembly Dist. LOB Albany, NY 12248	
Ulster County Officials/Elected Representatives		
Mike Hein County Executive 6th Floor County Office Building 244 Fair Street Kingston, NY 12401	Nina Postupack County Clerk 244 Fair Street Kingston, NY 12401	Brian Cunningham, Acting Commissioner Public Works Dept. 313-317 Shamrock Lane Kingston, NY 12401
John R. Parete, Chairman Ulster County Legislature 244 Fair Street P.O. Box 1800 Kingston, NY 12401-1800	Victoria Fabella, Clerk, Ulster County Legislature 244 Fair Street P.O. Box 1800 Kingston, NY 12401-1800	
Dr. Carroll Smith Health Commissioner Golden Hill Office Building 239 Golden Hill Lane Kingston, NY 12401	Susan Holt, Director Ulster County Office of Economic Development 244 Fair Street, 6 th Floor Kingston, NY 12401	Dennis Doyle Director, Ulster County Planning Board 244 Fair Street P.O. Box 1800 Kingston, NY 12401
Environmental Groups		
Scenic Hudson 1 Civic Center Plaza Poughkeepsie, NY 12601	Clearwater, Inc. 724 Wolcott Ave. Beacon, NY 12508-4173	Greenway Conservancy Capitol Building Capitol Station, Rm 254 Albany, NY 12224
The Nature Conservancy Eastern NY Chapter 265 Chestnut Ridge Road Mt. Kisco, NY 10549	Climate Action Coalition 25 Plattekill Avenue New Paltz, NY 12561	Karl Coplan, Esq. Pace/Riverkeeper 78 N. Broadway White Plains, NY 10603
Environmental Citizens Coalition 33 Central Avenue Albany, NY 12210	Laura Haight NYPIRG 107 Washington Ave. Albany, NY 12210	Sierra Club Atlantic Chapter 353 Hamilton Street Albany, NY 12210

Other Interested Parties	
Maria C. Rice, Superintendent New Paltz Central School District 196 Main Street New Paltz, NY 12561	

NYS Government Officials (Communication via e-mail only)

Martin D. Brand
NYSDEC Regional Director
21 South Putt Corners Road
New Paltz, NY 12561
wcjanewa@gw.dec.state.ny.us

Wendy Rosenbach
NYSDEC Public Affairs Officer
21 South Putt Corners Road
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warosenb@gw.dec.state.ny.us

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Albany NY 12237
nmw02@health.state.ny.us

Charlotte Bethoney
NYSDOH - Empire State Plaza
Corning Tower Room 1787
Albany NY 12237
cmb18@health.state.ny.us

Section VIII, Question 3 Local Media

Local television, radio and newspapers that serve the area are as follows. These outlets will be provided with Fact Sheets as appropriate.

Print Media		
Kingston Freeman 79 Hurley Avenue Kingston, NY 12401	Times Herald Record 40 Mulberry Street Middletown, NY 10940	Poughkeepsie Journal PO Box 1231 Poughkeepsie NY 12602
El Clarin 48 Broadway Haverstraw, NY 10927	Mid Hudson Times 300 Stony Brook Court Newburgh, NY 12550	Tri-State Gazette PO Box 2046 Middletown NY 10940-0558
Ottaway Newspapers, Inc. PO Box 401 Campbell Hall, NY 10916	Hudson Valley Black Press PO Box 2160 Newburgh, NY 12550	The Cornwall Local PO Box B Cornwall, NY 12518
New Paltz Times Debbie Alexsa, Managing Editor 29 South Chestnut Street, New Paltz, NY 12561		
Television/Radio		
WALL/WRRV/WZAD PO Box 416 Poughkeepsie, NY 12603	WDLC/WTSX PO Box 920 Port Jervis, NY 12771	WDST PO Box 367 Woodstock, NY 12498
WELV/WTHN/WRWD/WBWZ 20 Tucker Drive Poughkeepsie, NY 12601	WGNV PO Box 2307 Newburgh, NY 12550	WHUD/WLNA/WBNR/WSPK PO Box 310 Beacon, NY 12508
WPDH/WEOK/WCZX PO Box 416 Poughkeepsie, NY 12602	Access 8 TV PO Box 321 Port Jervis, NY 12780	Cable 6 TV 27 Industrial Drive Middletown, NY 10940
Lisa Phillips, Bureau Chief WAMC 318 Central Ave. Albany, NY 12206-2522	WRNN TV 800 Westchester Ave. Ste S-640 Rye Brook, NY 10573	Hank Gross Mid-Hudson News Network 42 Marcy Lane Middletown, NY 10941
Cablevision News 12 19 South Street Warwick, NY 10990	women's e-news 6 Barclay St., 5 th floor New York, NY 10007	WSUL 198 Bridgeville Road Monticello, NY 12701

VIII.3 Local Document Repository

Document repositories will be established in the following locations. The public is encouraged to review the documents related to the Site which are available for public review at the following locations:

Elting Memorial Library 93 Main Street New Paltz, New York (845) 255 - 5030 Monday: 10:00am to 8:00pm Tuesday: 12:00pm to 7:00pm Wednesday: 10:00am to 8:00pm Thursday: 12:00pm to 7:00pm Friday: 10:00am to 8:00pm Saturday: 10:00am to 4:00pm Sunday: 12pm to 4pm	NYS DEC 21 South Putt Corners Road New Paltz, NY 12564 Attn: Michael Knipfing Phone: (845) 256-3000 By Appointment Only
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Adjacent Property owners

Parcel	Owner	Parcel_Address	Owner's Mailing_Address	Owner Occupied
86.12-5-15	Duane Joyner & Catherine Joyner	21 S Ohioville Rd, New Paltz	21 S Ohioville Rd, New Paltz	Yes
86.12-5-12.100	County of Ulster	S Ohioville Rd, New Paltz, NY 12561	244 Fair Street, Kingston NY 12401	No
86.12-5-18	William Cuccia	27 S Ohioville Road, New Paltz, NY 12561	Modena, NY	unknown
86.12-5-12.2	Morning Star Properties	29 S Ohioville Road, New Paltz, NY 12561	Stanley Kanney P.O. Box 519, New Paltz, NY 12561	no
86.12-5-24.1	Dietz Tree Service	61 S Ohioville Road, New Paltz, NY 12561	12 N Ohioville Rd., New Paltz, NY 12561	no
86.12-5-16	Ann Curley	23 S Ohioville Road, New Paltz, NY 12561	23 S Ohioville Road, New Paltz, NY 12561	Yes
86.12-5-21	Leonidas & Ekaterina Vlamis	43-45 S Ohioville Road, New Paltz, NY 12561	143 S Ohioville Rd., New Paltz, NY 12561	no
86.12-5-22	Leonidas Vlamis as Trustee	55 S Ohioville Rd, New Paltz, NY 12561	143 S Ohioville Rd., New Paltz, NY 12561	no
86.12-5-23.1	Josephine Sinagra	59 S Ohioville Road, New Paltz, NY 12561	59 S Ohioville Road, New Paltz, NY 12561	yes
86.12-5-13	Leonidas Vlamis as Trustee	17 S Ohioville Rd, New Paltz, NY 12561	143 S Ohioville Rd., New Paltz, NY 12561	no
86.12-5-6	Daniel Getman and Janice Pickering	9 Paradies Lane, New Paltz, NY 12561	1 English Ln, New Paltz, NY 12561	no
86.12-5-14	Antonio and Joann Trincerri	19 S Ohioville Road, New Paltz, NY 12561	19 S Ohioville Road, New Paltz, NY 12561	Yes
86.12-5-11.2	Gas Land Holding Corp	3 S Ohioville Road, New Paltz, NY 12561	785 Broadway, Kingston, NY 12401	No
86.12-5-11.1	Gas Land Holding Corp	490 Main Street, New Paltz, NY 12561	785 Broadway, Kingston, NY 12401	No
86.12-5-10	Cuney Group Limited	1 Paradies Lane, New Paltz, NY 12561	Poughkeepsie, NY 12603	No
86.12-5-9	Jason Elias & Marc Grossman	3 Paradies Lane, New Paltz, NY 12561	3 Paradies Lane, New Paltz, NY 12561	Yes
86.12-5-19	Robert & Diane Milkovich	39 S Ohioville Road, New Paltz, NY 12561	39 S Ohioville Road, New Paltz, NY 12561	Yes
86.12-5-20	Edward & Trude Ritz	41 S Ohioville Road, New Paltz, NY 12561	41 S Ohioville Road, New Paltz, NY 12561	Yes
86.12-5-17	D & Cornelia Dalessandro	25 S Ohioville Road, New Paltz, NY 12561	25 S Ohioville Road, New Paltz, NY 12561	Yes
86.12-5-8	Howard & Gale Foster	5-6 Paradies Lane, New Paltz, NY 12561	5 Paradies Lane, New Paltz, NY 12561	Yes

86.12-5-7	Gary Lardiere & Lardiere Lin Trust	7 Paradies Lane, New Paltz, NY 12561	32 Yellowstone Ct., Walnut Creek, CA 94598	No
86.12-5-25	Jeremy Freeman	63 S Ohioville Road, New Paltz, NY 12561	63 S Ohioville Road, New Paltz, NY 12561	Yes
87.9-2-38.3	Lillian Mangelli as Trustee	22 Brouck-Ferris Blvd., New Paltz, NY 12561	30 Brouck-Ferris Blvd., New Paltz, NY 12561	No
87.9-2-22	Elizabeth Skrabak & Erik Geodhart	8 S Ohioville Road, New Paltz, NY 12561	128 N Putt Corners Rd, New Paltz, NY 12561	No
87.9-2-21.1	Joseph Tantillo	500 Main Street, New Paltz, NY 12561	88 Wrentham St, Kingston, NY 12401	No
87.9-2-38.13	Steven Reiss & Barbara Craft Reiss	1 Grace Ave., New Paltz, NY 12561	1 Grace Ave., New Paltz, NY 12561	Yes
87.9-2-38.14	Miranda Cangietter	7 Grace Ave., New Paltz, NY 12561	7 Grace Ave., New Paltz, NY 12561	Yes
87.9-2-37	Michael Swift	34 S Ohioville Road, New Paltz, NY 12561	40 South Ohioville Rd, New Paltz, NY 12561	No
87.9-2-32	Michael & Jocelyn Swift	40 S Ohioville Road, New Paltz, NY 12561	40 S Ohioville Road, New Paltz, NY 12561	Yes
87.9-2-36.2	Kirk & Dona Ho Lightsey	44 S Ohioville Road, New Paltz, NY 12561	44 S Ohioville Road, New Paltz, NY 12561	Yes
87.9-2-33	Charles & Pamela Pane	46 S Ohioville Road, New Paltz, NY 12561	46 S Ohioville Road, New Paltz, NY 12561	Yes
87.9-2-35	Rose & Anthony Palmeri	54 S Ohioville Road, New Paltz, NY 12561	54 B S Ohioville Road, New Paltz, NY 12561	Yes
87.9-2-36.113	James & Anthony Palmeri	S Ohioville Road, New Paltz, NY 12561	54 B S Ohioville Road, New Paltz, NY 12561	Yes
87.9-2-40	Gisele Young	52 S Ohioville Road, New Paltz, NY 12561	52 S Ohioville Road, New Paltz, NY 12561	Yes
88.16-3-1.21	Dominick & Helen Palmeri	58 S Ohioville Road, New Paltz, NY 12561	58 S Ohioville Road, New Paltz, NY 12561	Yes

Those properties that are not owner occupied or are occupant unknown will also receive notification of the proposed BCP activity. The notices will be mailed to “Current Occupant” at the listed address and to the property owner.

Question 7:

Elting Memorial Library has agreed to serve as the Document Repository for this BCP project. A copy of the email correspondence acknowledging that the library can be used is attached to this section.

C.T. MALE ASSOCIATES

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

652 Route 299, Suite 204B, Highland, NY 12528
845.883.0964 FAX 845.883.0965 ctmale@ctmale.com



January 20, 2015

Carol Johnson, Coordinator, and
Jesse Chance, Circulation Manager
Elting Memorial Library
93 Main Street
New Paltz, New York 12561

*Re: Using Elting Memorial Library as a Public Access Document Repository;
Plesser Property Brownfield Cleanup Program project*

Dear Ms. Johnson and Chance:

Thank you for taking the time to speak with me on January 20, 2015 regarding using Elting Memorial Library as a public access document repository for the various documents and reports that will be generated as part of the Brownfield Cleanup Program (BCP) activities at the Plesser Property Site located on Paradies Lane and South Ohioville Road in the Town of New Paltz. Public access to the various reports and proposed remedies is required as part of the New York State Department of Environmental Conservation's Citizen Participation component of the BCP. Based on our conversation, please confirm via email to j.mciver@ctmale.com that your library can serve as the public access repository.

Thank you again for your assistance with this matter. We anticipate providing you with the completed BCP Application in the not too distant future.

Sincerely,
C.T. MALE ASSOCIATES

James D. McIver, Jr.
Managing Geologist

Mclver, James

From: Haviland Heidgerd [havilandheidgerd@yahoo.com]
Sent: Tuesday, January 20, 2015 2:22 PM
To: jim mciver; Mclver, James
Subject: Re: Document Repository request

To Jim Mclver,

The Haviland-Heidgerd Historical Collection at Elting Library will serve as the public access repository for the Plesser Property Brownfield Cleanup Program project.

Carol A. Johnson
Coordinator
Haviland-Heidgerd Historical Collection
Elting Memorial Library
93 Main Street
New Paltz, NY 12561

From: jim mciver <mciverjim@gmail.com>
To: havilandheidgerd@yahoo.com; jim mciver <j.mciver@ctmale.com>
Sent: Tuesday, January 20, 2015 1:17 PM
Subject: Document Repository request

Thank you in advance for your assistance. Email response is fine, thank you.

we are having a problem with our email system. I can receive email but can't send them. I am using my personal email account so that you get this in a timely fashion. if you "respond to all" I will get it on both email accounts.

thanks again.

--

Jim Mclver

ATTACHMENT 9 (SECTION IX)
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

Land Use Factors

Question 1:

The site is currently vacant and contains the remains of two abandoned and demolished structures. The site has remained vacant since the 1990's and has recently undergone various environmental investigations as part of the potential future owners due diligence. It was this effort that has lead to the BCP Application for the property.

Question 2:

The site is intended to be used as a Recreation Resort with various ancillary commercial/retail establishments consistent with intended use. The planned current use of the property is not consistent with existing zoning and a variance is required. The intended future use is consistent with the future owner's intent to clean the site up to the point where it meets the Restricted Commercial Use criteria pursuant to NYCRR Part 375. A Sketch Plan dated January 16, 2015 of the proposed development is attached to this Section of the Application. The Sketch Plan is subject to change based on local Planning Board review.

Question 3:

Development of the site as a Recreation Resort is consistent with the local economy, which relies heavily on tourism income. New Paltz is known for its recreation opportunities, dining establishments and entertainment venues; however, there is a lack of available hotel room space and demand consistently outpaces available space. The site is currently zoned for commercial and industrial use. The intended future use is not in consistent with the principles of development that would be employed for commercial/retail purpose. The proposed project is consistent with

current and historical development patterns for the site and its surroundings. Land usage to the north is primarily a mix of light commercial and residential. Land usage to the south of the site is mainly vacant or residential and commercial mixed in. Land west of the site is occupied by the NYS Thruway and Thruway exists. On the west side of the Thruway are hotels, entertainment and commercial establishments. Lands east of the site are primarily residential. Local land use can be observed on Figure 2 - Ortho-imagery for the Proposed BCP Site, which is attached in Section II.

Question 4:

According to the Town of New Paltz Zoning Map (attached), parcel 86.12-5-12.31 is zoned I-1 Light Industrial Zoning District and parcel 86-12-5-12.32 is zoned B-2 Highway Business Zoning District. The proposed project does not directly conform to applicable zoning so a zoning amendment will be required for the proposed Recreational Resort. The proposed project will comply with the applicable SEQRA requirements and will obtain a zoning amendment through the Town of New Paltz Town Board in accordance with the applicable code requirements.

Question 5:

The project site is perfectly situated to enhance the local economic climate, promote the establishment of new business enterprises, expand the Town's tax base and provide existing and future residents with a wide range of business, employment and career opportunities. A commercially successful project at this location would have substantial benefits for the region overall. However, historic impacts to the property have been an impediment to redevelopment.

The project is consistent with the Hudson Valley's Comprehensive Economic Development Strategic Plan and is supported locally by the County and the Town.

Question 6:

The proposed project site is not located within a New York State Department of Environmental Conservation (NYSDEC) environmental justice area.

Question 7:

The project site is private property, and has no federal or state land use designations associated with it.

Question 8:

According to U.S. Census data the population of the Town of New Paltz has roughly 14,000 inhabitants. The Village and Town offer access to significant recreational opportunities for its residents and they support a large transient student population. As the proposed project will provide additional recreation and employment opportunities, the proposed project is consistent with the needs and goals of the region.

Question 9:

There is no public water or sewer service available from the municipality to this site; however, existing water supply wells (private) have been documented on site (Exhibit 2). There is the potential to use the available water sources as a potable water source for this project. Additional studies are underway and will be continued as part of the BCP process. Additional studies will include an assessment of water quality, identification of risks to water quality based on historic use of the property and feasibility of tying this water supply into the Town/Village supported distribution grid located on the west side of the Thruway.

Other electrical and natural gas service utilities are available to the site.

Question 10:

The proposed Site lies within a cultural sensitive area. A screen shot image of site taken from the Cultural Resources Information System is attached to this Section. A Phase 1A and 1B Cultural Resource survey was performed for the Proposed BCP Site as part of a previous development effort. A report was provided to the State Historic Preservation Office (SHPO) for acceptance and concurrence. The findings of the Phase 1A and 1B Cultural Resources report indicated no impact; however NYSOPRHP never provided sign-off on the study. The Respondent will continue to pursue a response from NYSOPRHP but believes that there are no significant cultural or historic resources that will be impacted by the project. The report is

attached electronically to this application in Exhibit 2. A screen shot image of site taken from the Cultural Resources Information System is attached to this Section.

Question 11:

There are Federal and State designated wetlands within ½ mile of the project Site. The wetlands are depicted on the National Wetlands Inventory Map attached to this section. Freshwater emergent and freshwater forested/shrub wetlands are located on the Site, immediately adjacent to the Site and within ½ mile of the project Site.

An ecological assessment was prepared for the property. The report entitled "Ecology, Vegetation and Habitat Report" prepared by Michael Klemens is attached to this Application electronically in Exhibit 2. A review of the US Fish and Wildlife Service (USFWS) database indicates three endangered or threatened species as possibly being located within or near the project site; the Indiana bat, the northern long-eared bat and bog turtle. The USFWS summary is attached to this Section of the Application.

Question 12:

The project site itself is mapped within Zone X (attached), which is outside the 100-year floodplain. The Flood Plain Map for the project area is attached. The floodplain for the Swarte Kill is located approximately 1800' due east of the proposed BCP Site.

Question 13:

No known institutional controls have been imposed on the subject site as part of a remedial program.

Question 14:

The adjacent land use is a mix of commercial and residential surrounding the property. The NYS Thruway exit 18 lies to the west of property.

Question 15:

There are potential public water supply wells within the vicinity of the subject site. In 2007, eight (8) wells were that were previously installed into the bedrock

formation underlying the site were tested. Well yield tests indicate that those wells are capable of pumping in excess of 130 gallons per minute (gpm) with the highest producing well out of service. A report of the findings of the pumping test is attached electronically in Exhibit 2.

Data obtained during the 2007 aquifer test indicated elevated levels of radium and arsenic (Exhibit 2). Arsenic was encountered in shallow soils. The residences and businesses surrounding the site use groundwater as a resource for potable water. Additional assessment of groundwater quality is warranted to determine the nature and extent of impacts to groundwater associated with historic use of the property. Based on the historic well test results, the potential vulnerability to groundwater from on-site sources of contamination is considered to be moderate and requires further definition.

Question 16:

The site topography is relatively flat but slopes slightly to the northeast. A review of the United States Geologic Survey (USGS) Topographic Map (Clintondale, New York Quadrangles – Figure 1) indicates that the surface elevations on the Site range from 360 feet above mean sea level (msl) near the northeastern section of the Site to 380 feet above msl on the western section of the Site.

A review of the Surficial Geologic Map of New York (Lower Hudson Sheet, 1989) identifies two surficial soil types in the area of the Site. They are 1) glacial till (a loamy mixture of clay, silt-clay, and boulder clay) and 2) glacial outwash sand and gravel deposits. These findings are confirmed by a review of the United States Department of Agriculture (USDA) Soil Conservation Service's Soil Survey of Ulster County, New York maps soils. Six soil types were identified on the site, with primary origins from either glacial till or fluvial glacial deposits. The soils are described as Chenango gravelly silt loam, Mardin gravelly silt loam (MdB), Borrow Pit (BP) deposits with no specific description of soils (often an indicator of sand and gravel deposits), Volusia gravelly silt loam (VoA) (often associated with wet soils), Canandaigua silt loam (Cd), wetland and muck soils, and Bath and Mardin (BrC) Gravel/silt loam deposits.

Bedrock in the area of the Site is mapped on the Geologic Map of New York (Lower Hudson Sheet, 1970) as Ordovician-aged rocks of the Normanskill formation (shale, argillite, and siltstone).

No major water bodies are present on-site but wetlands are identified in the wooded areas on the southern section of the Site. The nearest off-site water body is the Swarte Kill Creek, which is located approximately 4,000 feet east of the Site.

Groundwater flow is best determined using site-specific well data and may be affected by surface topography, hydrology, hydrogeology, and characteristics of the soil and nearby wells. No site-specific well data or hydrology information was provided or is known to exist for the Site. In the absence of site-specific data, other sources of information are typically used including surface topographic information, hydrogeologic information collected from nearby properties, etc. Based on a review of available information, including area topography, regional groundwater flow is expected to be east=northeast; however, the Site sites on a relatively topographic high area, so regional flow in the bedrock aquifer may be to the Wallkill River located to the west of the property. On-site groundwater flow would be influenced by site-specific geologic conditions. Shallow groundwater flow is likely to be towards the wetland bodies located to the east and west of the site.

1. TAX MAP IDENTIFICATION NUMBER: 86.012-5-12.31 & 86.012-5-12.32
2. BOUNDARY, TOPOGRAPHY, AND WETLANDS SHOWN ARE BASED UPON SURVEYS PERFORMED BY EUSTANCE AND HOROWITZ FOR THE HUEGENOT PLAZA IN MARCH 1994 AND DOLSON SURVEYING SERVICES.
3. OWNER: SAMUEL PLESSER
5 WESTFORD STREET
ALBANY, NY 12208
4. OWNER: TURK HOSPITALITY GROUP
800 ROUTE 4455
HIGHLAND, NY 12528
5. PROPOSED USE: RECREATION RESORT FACILITY
6. THE PROPOSED USE WILL REQUIRE A RECREATIONAL RESORT OVERLAY (RR) DESIGNATION FROM THE TOWN OF NEW PALTZ TOWN BOARD.

TOWN OF NEW PALTZ - ZONING DISTRICT B-2 & I-1 (SEE NOTE 6)			
PERMITTED USES: MULTI-FAMILY DWELLINGS & COMMERCIAL			
MINIMUM BUILDING REQUIREMENTS	B-2 ZONING COMMERCIAL	I-1 ZONING COMMERCIAL	RR ZONE OVERLAY
LOT AREA	7,500 SF	2 ACRES	50 ACRES
LOT WIDTH	75 FEET	100 FEET	200 FEET
LOT DEPTH	-----	-----	500 FEET
FRONTAGE	75 FEET	100 FEET	200 FEET**
FRONT YARD	35 FEET	50 FEET	100 FEET
REAR YARD	25 FEET	50 FEET	50 FEET**
SIDE YARD	-----	25 FEET	50 FEET**
MAXIMUM ALLOWABLE			
LOT BUILDING COVERAGE	-----	-----	25%
LOT SURFACE COVERAGE	50 %	35 %	50%
MAXIMUM BUILDING HEIGHT	40 FT	40 FT	60 FEET***

NOTES:

- * FRONTAGE REQUIRED ALONG A STATE HIGHWAY
- ** SIDE AND REAR YARD MINIMUM SHALL BE 100 FEET WHEN SITE IS ADJACENT TO A SINGLE FAMILY RESIDENTIAL DISTRICT.
- *** RECREATIONAL WATER TOWERS/FEATURES SHALL NOT EXCEED 75 FEET IN HEIGHT

PROPOSED USES & PARKING SPACES REQUIRED:			
RESORT HOTEL (250 ROOMS):	1.5 SPACES PER ROOM		
CONFERENCE CENTER (500 SEATS):	1 SPACE PER 4 SEATS		
TENNIS CLUB (16 COURTS):	3 SPACES PER COURT		
TOTAL PARKING SPACES REQUIRED:			
RESORT HOTEL:	250 ROOMS * 1.5 SPACES/ROOM	=	375 SPACES
CONFERENCE CENTER:	500 SEATS / 1 SPACE/4 SEATS	=	125 SPACES
TENNIS CLUB:	16 COURTS * 3 SPACES/COURT	=	48 SPACES
	TOTAL PARKING REQUIRED	=	548 SPACES
PARKING SPACES PROVIDED: 564 TOTAL SPACES			

BASEMENT:	8,100 S.F. MECHANICAL
1ST FLOOR:	16,000 S.F. RECEIVING, STORAGE, HOUSEKEEPING 22,500 S.F. INDOOR AMENITIES (SPA, BOWLING, ARCADE) 65,000 S.F. INDOOR WATER PARK 44,000 S.F. GUEST ROOMS 150,500 S.F.
2ND FLOOR:	4,600 S.F. MECHANICAL 8,500 S.F. FAMILY DINING 4,800 S.F. HIGH END DINING 17,000 S.F. CONFERENCE AREA/CONFERENCE LOBBY 31,000 S.F. LOBBY/ADMINISTRATION 44,000 S.F. GUEST ROOMS 109,900 S.F.
3RD FLOOR:	44,000 S.F. GUEST ROOMS
4TH FLOOR:	44,000 S.F. GUEST ROOMS
TOTAL:	356,500 S.F.

[illegible]

DRAWING STATUS		ISSUE DATE: 04/14/14	
THIS SHEET IS PART OF THE PLAN SET ISSUED FOR		SHEET NUMBER	
<input checked="" type="checkbox"/> CONCEPT APPROVAL		1	OF 1
<input type="checkbox"/> PLANNING BOARD APPROVAL		N/A	OF N/A
<input type="checkbox"/> OCOOH REALTY SUBDIVISION APPROVAL		N/A	OF N/A
<input type="checkbox"/> OCOOH WATERMAIN EXTENSION APPROVAL		N/A	OF N/A
<input type="checkbox"/> NYSDEC APPROVAL		N/A	OF N/A
<input type="checkbox"/> NYSDOT APPROVAL		N/A	OF N/A
<input type="checkbox"/> OTHER		N/A	OF N/A
<input type="checkbox"/> FOR BID		N/A	OF N/A
<input type="checkbox"/> FOR CONSTRUCTION		N/A	OF N/A
<p>THIS PLAN SET HAS BEEN ISSUED SPECIFICALLY FOR THE APPROVAL OR ACTION NOTED ABOVE AND SHALL NOT BE USED FOR ANY OTHER PURPOSE.</p> <p>THIS SHEET SHALL BE CONSIDERED INVALID UNLESS ACCOMPANIED BY ALL SHEETS OF THE DENOTED PLAN SET(S).</p>			

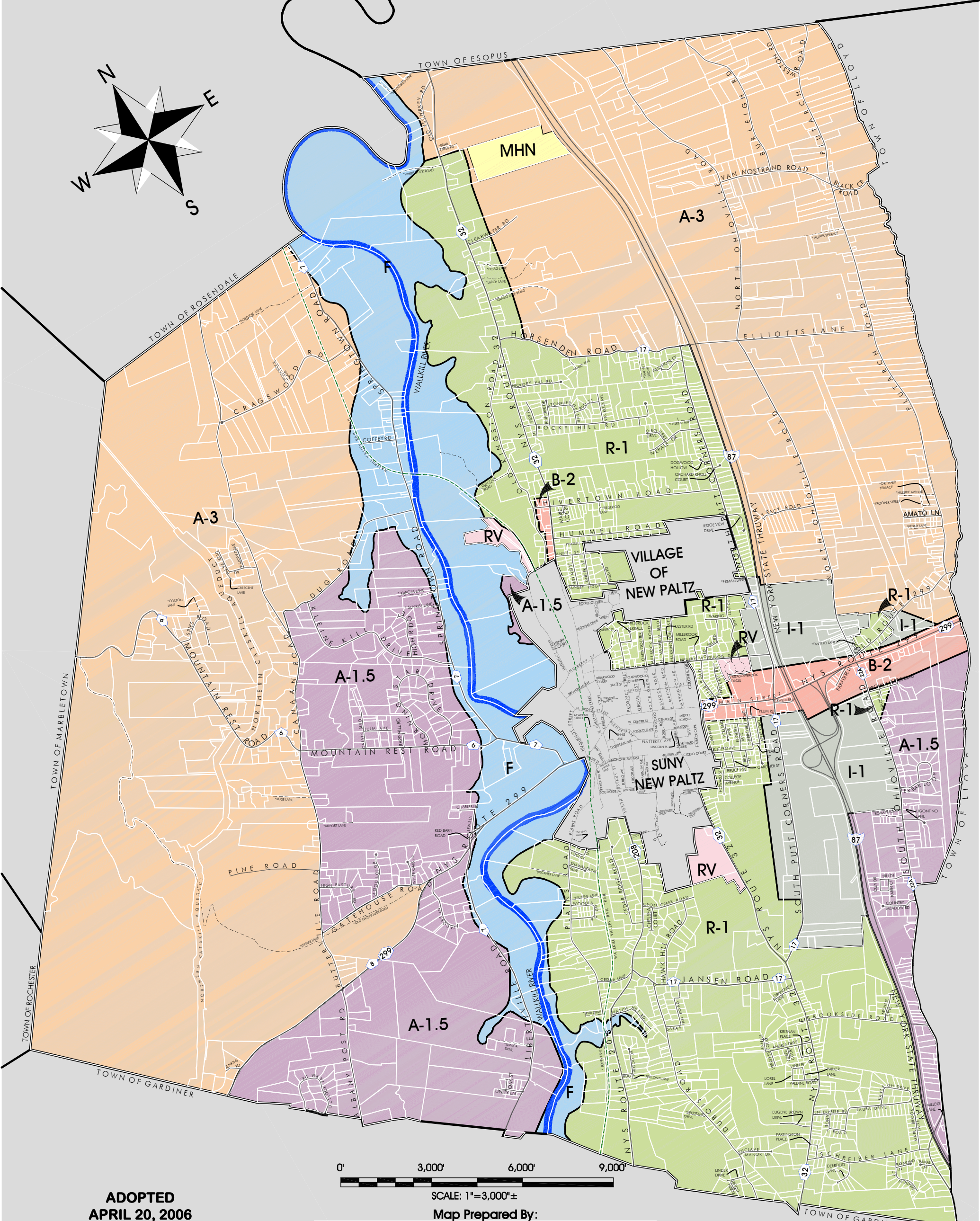
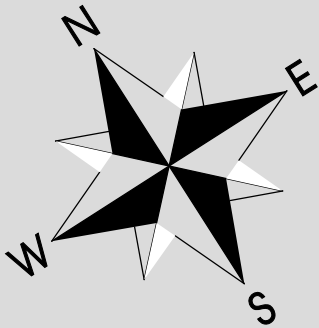
COPIES OF THIS DOCUMENT WITHOUT AN ACTUAL OR FACSIMILE OF THE ENGINEER'S SIGNATURE AND AN ORIGINAL STAMP IN RED OR BLUE INK SHALL BE CONSIDERED INVALID. UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DOCUMENT BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER IS A VIOLATION OF SECTION 7209 SUBSECTION 2 OF THE NEW YORK STATE EDUCATION LAW.	JAY SAMUELSON, P.E. NEW YORK LICENSE # 080023
	<p>1 inch = 100 ft.</p>

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WILDBERRY LODGE		SK-4
NYS ROUTE 299 & SOUTH OHIOVILLE ROAD		
TOWN OF NEW PALTZ		
ULSTER COUNTY, NEW YORK		
JOB #:		DRAWN BY:
1016.01		JS
DATE:		SCALE:
01/16/15		1"=100'
REVISION:		
0	TAX	86.012-5-12.31
	LOT:	86.012-5-12.32

SK-4



ADOPTED
APRIL 20, 2006

REVISED 02/22/07: AMENDED I-1 / R-1 BOUNDARY ON S. PUTT

ZONING MAP

PREPARED FOR



ULSTER COUNTY, NEW YORK

Map Prepared By:

DAVID CLOUSER & ASSOCIATES
Professional Engineers & Land Surveyors



1 Paradis Lane Suite 200 New Paltz NY 12561
Phone: (845) 790-5108 Fax: (845) 790-5181

Map Notes:

THIS MAP WAS COMPILED USING THE FOLLOWING AVAILABLE HARD COPY AND DIGITAL INFORMATION FOR THE PURPOSE OF SHOWING THE LOCATION OF ZONING DISTRICT BOUNDARIES AND TAX PARCELS WITHIN THE TOWN OF NEW PALTZ:

1. ZONING BOUNDARIES: INFORMATION BASED ON A MAP ENTITLED TOWN OF NEW PALTZ ZONING MAP, PREPARED BY BROOKS AND BROOKS, LAND SURVEYORS, P.C., DATED NOVEMBER 18, 1992.
2. 100-YEAR FLOOD PLAIN: THE Q3 FLOOD DATA DERIVED FROM THE FLOOD INSURANCE RATE MAPS (FIRMS) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), PUBLICATION DATE: 1996

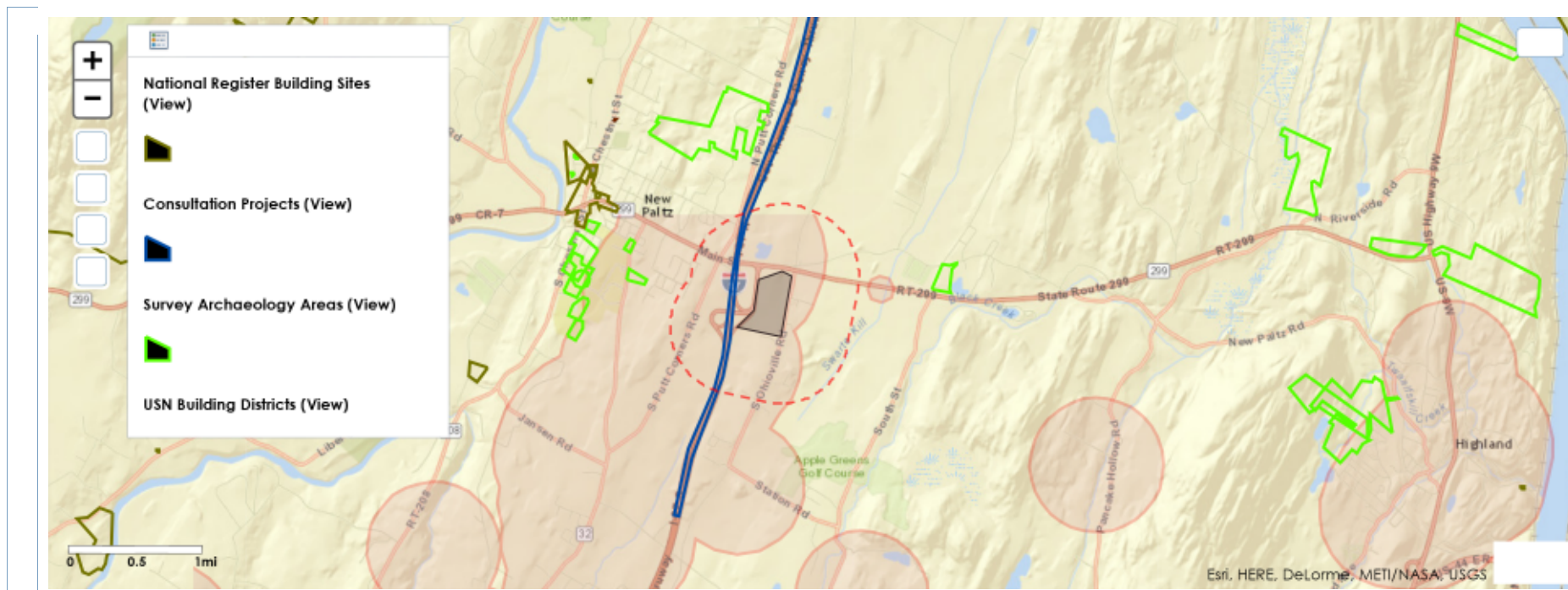
LEGEND

A-1.5	AGRICULTURAL 1.5 DISTRICT
A-3	AGRICULTURAL 3 DISTRICT
B-2	HIGHWAY BUSINESS DISTRICT
F	FLOOD PLAIN DISTRICT
I-1	LIGHT INDUSTRIAL DISTRICT
MHN	MOBILE HOME NEIGHBORHOOD
R-1	RESIDENCE
RV	VARIABLE DENSITY DISTRICT
—	TOWN ROAD
—	ULSTER COUNTY HIGHWAY
—	NEW YORK STATE HIGHWAY
—	NEW YORK STATE THRUWAY
—	PRIVATE ROAD



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Version 1.0.6, January 12, 2015



U.S. Fish and Wildlife Service

National Wetlands Inventory

Plesser Property

Jan 20, 2015



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



U.S. Fish and Wildlife Service

Trust Resources List

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

New York Ecological Services Field Office
3817 LUKER ROAD
CORTLAND, NY 13045
(607) 753-9334
<http://www.fws.gov/northeast/nyfo/es/section7.htm>

Project Name:

Proposed BCP site



Trust Resources List

Project Location Map:



Project Counties:

Ulster, NY

Geographic coordinates (Open Geospatial Consortium Well-Known Text, NAD83):

MULTIPOLYGON (((-74.0633889 41.7347643, -74.0619298 41.7360461, -74.0616079 41.7391844, -74.0614363 41.7391844, -74.0614363 41.7395846, -74.0605565 41.7397119, -74.0605136 41.7395038, -74.059784 41.7397439, -74.0579172 41.7405445, -74.0570589 41.7403684, -74.0572327 41.7394581, -74.0566153 41.7393449, -74.0569087 41.7382069, -74.0575524 41.738351, -74.0578958 41.7374543, -74.0582391 41.7375184, -74.0584537 41.7368298, -74.0574881 41.7365897, -74.0575524 41.7365096, -74.058518 41.7366377, -74.0590545 41.7349404, -74.0589901 41.7342999, -74.0589472 41.7342999, -74.0593492 41.7333108, -74.0633889 41.7347643)))



Trust Resources List

Project Type:

** Other **

Endangered Species Act Species List ([USFWS Endangered Species Program](#)).

There are a total of 3 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section below for critical habitat that lies within your project area. Please contact the designated FWS office if you have questions.

Species that should be considered in an effects analysis for your project:

Mammals	Status		Has Critical Habitat	Contact
Indiana bat (<i>Myotis sodalis</i>) Population: Entire	Endangered	species info		New York Ecological Services Field Office
northern long-eared Bat (<i>Myotis septentrionalis</i>) Population:	Proposed Endangered	species info		New York Ecological Services Field Office
Reptiles				
Bog Turtle (<i>Clemmys muhlenbergii</i>) Population: northern	Threatened	species info		New York Ecological Services Field Office

Critical habitats within your project area:

There are no critical habitats within your project area.

FWS National Wildlife Refuges ([USFWS National Wildlife Refuges Program](#)).

There are no refuges found within the vicinity of your project.



Trust Resources List

FWS Migratory Birds ([USFWS Migratory Bird Program](#)).

The protection of birds is regulated by the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. For more information regarding these Acts see: <http://www.fws.gov/migratorybirds/RegulationsandPolicies.html>.

All project proponents are responsible for complying with the appropriate regulations protecting birds when planning and developing a project. To meet these conservation obligations, proponents should identify potential or existing project-related impacts to migratory birds and their habitat and develop and implement conservation measures that avoid, minimize, or compensate for these impacts. The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

For information about Birds of Conservation Concern, go to:

<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Management/BCC.html>.

To search and view summaries of year-round bird occurrence data within your project area, go to the Avian Knowledge Network Histogram Tool links in the Bird Conservation Tools section at: <http://www.fws.gov/migratorybirds/CCMB2.htm>.

For information about conservation measures that help avoid or minimize impacts to birds, please visit:

<http://www.fws.gov/migratorybirds/CCMB2.htm>.

Migratory birds of concern that may be affected by your project:

There are **17** birds on your Migratory birds of concern list. The underlying data layers used to generate the migratory bird list of concern will continue to be updated regularly as new and better information is obtained. User feedback is one method of identifying any needed improvements. Therefore, users are encouraged to submit comments about any questions regarding species ranges (e.g., a bird on the USFWS BCC list you know does not occur in the specified location appears on the list, or a BCC species that you know does occur there is not appearing on the list). Comments should be sent to [the ECOS Help Desk](#).

Species Name	Bird of Conservation Concern (BCC)	Species Profile	Seasonal Occurrence in Project Area
American bittern (<i>Botaurus lentiginosus</i>)	Yes	species info	Breeding



Trust Resources List

Bald eagle (<i>Haliaeetus leucocephalus</i>)	Yes	species info	Year-round
Black-billed Cuckoo (<i>Coccyzus erythrophthalmus</i>)	Yes	species info	Breeding
Blue-winged Warbler (<i>Vermivora pinus</i>)	Yes	species info	Breeding
Canada Warbler (<i>Wilsonia canadensis</i>)	Yes	species info	Breeding
cerulean warbler (<i>Dendroica cerulea</i>)	Yes	species info	Breeding
Golden-Winged Warbler (<i>Vermivora chrysoptera</i>)	Yes	species info	Breeding
Least Bittern (<i>Ixobrychus exilis</i>)	Yes	species info	Breeding
Louisiana Waterthrush (<i>Parkesia motacilla</i>)	Yes	species info	Breeding
Peregrine Falcon (<i>Falco peregrinus</i>)	Yes	species info	Breeding
Pied-billed Grebe (<i>Podilymbus podiceps</i>)	Yes	species info	Year-round
Prairie Warbler (<i>Dendroica discolor</i>)	Yes	species info	Breeding
Red-headed Woodpecker (<i>Melanerpes erythrocephalus</i>)	Yes	species info	Breeding
Rusty Blackbird (<i>Euphagus carolinus</i>)	Yes	species info	Wintering
Short-eared Owl (<i>Asio flammeus</i>)	Yes	species info	Wintering
Wood Thrush (<i>Hylocichla mustelina</i>)	Yes	species info	Breeding
Worm eating Warbler (<i>Helmitheros vermivorum</i>)	Yes	species info	Breeding

NWI Wetlands ([USFWS National Wetlands Inventory](#)).

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities



Trust Resources List

may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate [U.S. Army Corps of Engineers District](#).

Data Limitations, Exclusions and Precautions

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery and/or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Exclusions - Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Precautions - Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

The following wetland types intersect your project area in one or more locations:

Wetland Types	NWI Classification Code	Total Acres
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U.S. Fish and Wildlife Service

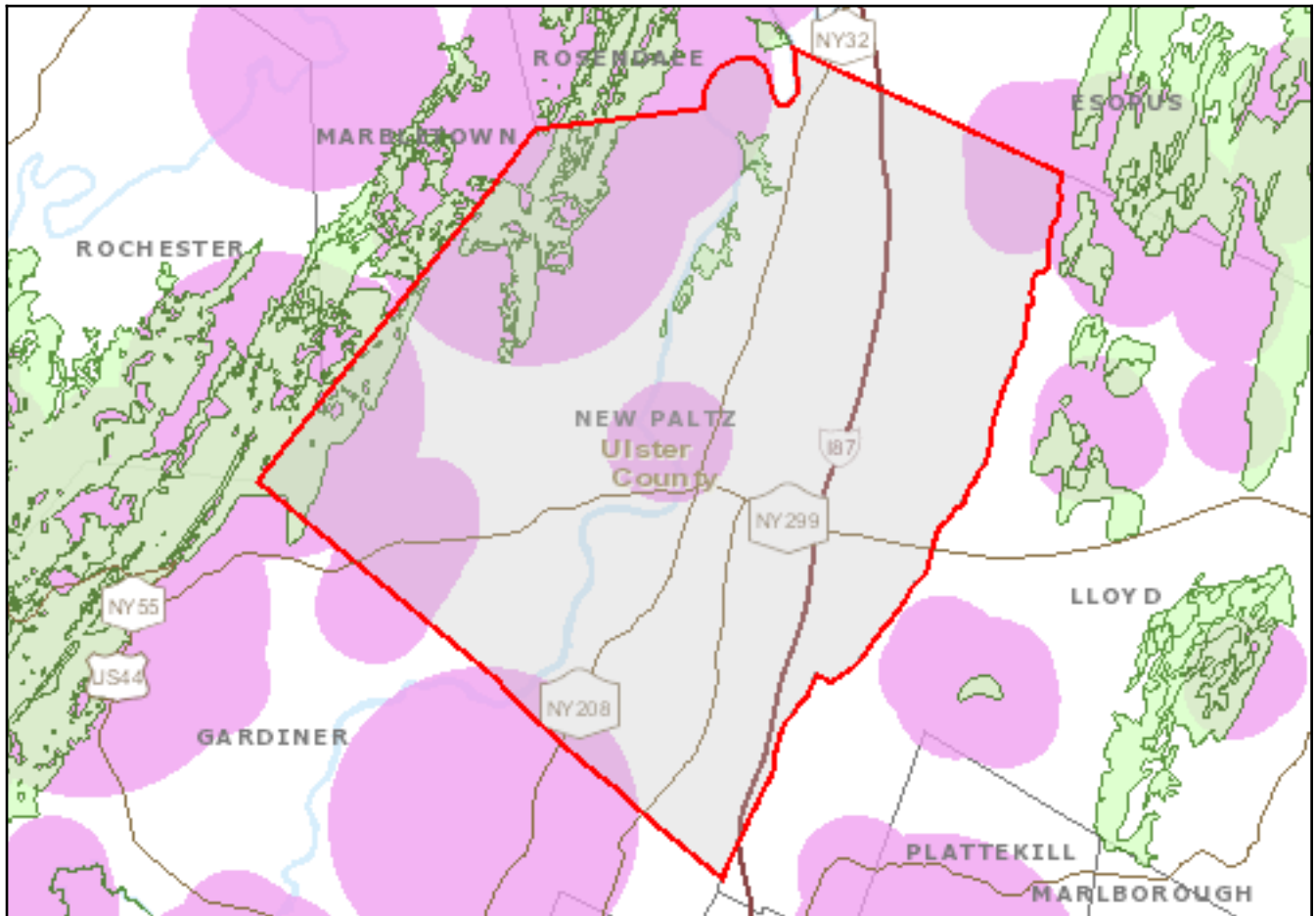
Trust Resources List

Freshwater Forested/Shrub Wetland	PSS1E	1.1897
Freshwater Forested/Shrub Wetland	PFO1E	3.6774

New York Nature Explorer

Town Results Report

Criteria: Town: New Paltz



Common Name	Subgroup	Distribution Status	Year Last Documente	Protection Status State	Protection Status Federal	Conservation Rank State	Conservation Rank Global
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Town: New Paltz

Animal: Birds

Red-headed Woodpecker	Woodpeckers	Recently Confirmed	2012	Special Concern		S2?B	G5
<i>Melanerpes erythrocephalus</i>							

Plant: Flowering Plants

Hyssop-skullcap	Other Flowering Plants	Possible but not Confirmed	1938	Endangered		S1	G5
<i>Scutellaria integrifolia</i>							
Prairie Wedgegrass	Grasses	Historically Confirmed	1957	Endangered		S1	G5
<i>Sphenopholis obtusata</i>							

New York Nature Explorer

Common Name	Subgroup	Distribution Status	Year Last Documente	Protection Status		Conservation Rank	
				State	Federal	State	Global

Plant: Ferns and Fern Allies

Mountain Spleenwort	Ferns	Recently Confirmed	1999	Threatened		S2S3	G5
<i>Asplenium montanum</i>							

Plant: Mosses

Two-ranked moss	Other Mosses	Recently Confirmed	2005			S2S3	G4G5
<i>Pseudotaxiphyllum distichaceum</i>							

Natural Community: Uplands

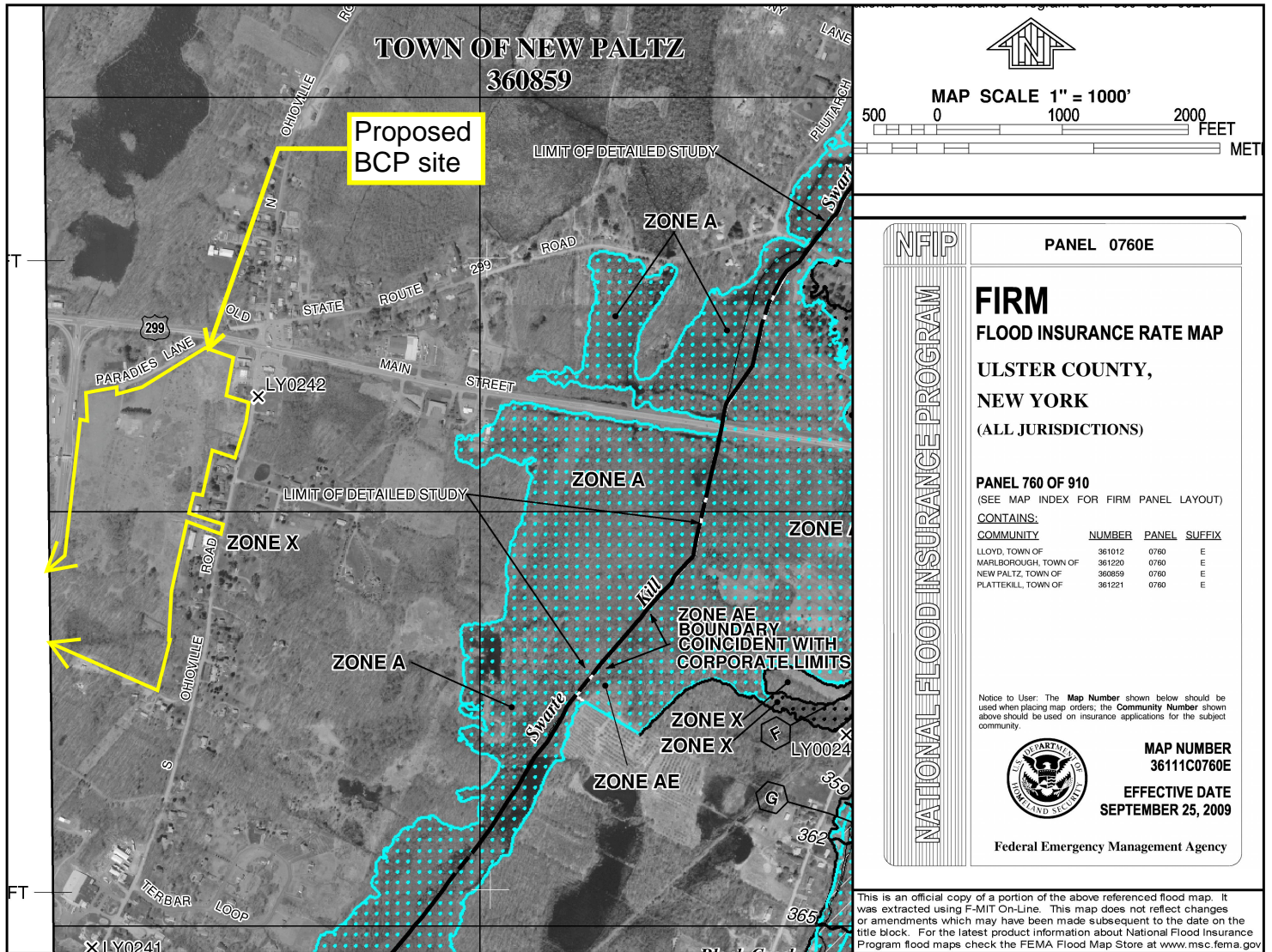
Chestnut Oak Forest	Forested Uplands	Recently Confirmed	2008			S4	G5
<i>Chestnut oak forest</i>							
Hemlock-Northern Hardwood Forest	Forested Uplands	Recently Confirmed	1996			S4	G4G5
<i>Hemlock-northern hardwood forest</i>							

Natural Community: Freshwater Nontidal Wetlands

Floodplain Forest	Forested Mineral Soil Wetlands	Recently Confirmed	2001			S2S3	G3G4
<i>Floodplain forest</i>							
Vernal Pool	Forested Mineral Soil Wetlands	Recently Confirmed	1998			S3S4	G4
<i>Vernal pool</i>							

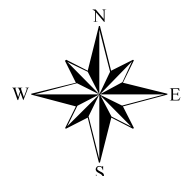
Note: Restricted plants and animals may also have also been documented in one or more of these Towns or Cities, but are not listed in these results. This application does not provide information at the level of Town or City on state-listed animals and on other sensitive animals and plants. A list of the restricted animals and plants documented in the corresponding county (or counties) can be obtained via the County link(s) on the original Town Search Results page. Any individual plant or animal on this county's restricted list may or may not occur in this particular Town or City.

This list only includes records of rare species and significant natural communities from the databases of the NY Natural Heritage Program. This list is not a definitive statement about the presence or absence of all plants and animals, including rare or state-listed species, or of all significant natural communities. For most areas, comprehensive field surveys have not been conducted, and this list should not be considered a substitute for on-site surveys.



Key:
 Zone A-within 100 yr flood zone
 Zone AE-within 100 yr flood zone and identified as a Special Flood Hazard Area (SFHA)
 Zone X-above 500 yr flood zone

Data Source: FEMA Website accessed 01.21.2015



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Phone (518) 786-7400 Fax (518) 786-7299

FIGURE 3A FEMA FLOODPLAIN MAPPING Eastern portion of site

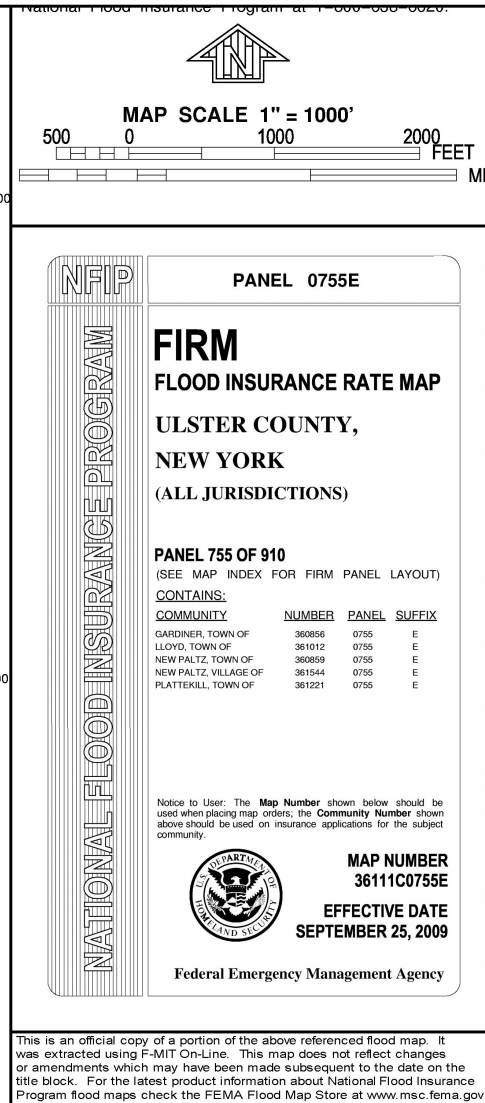
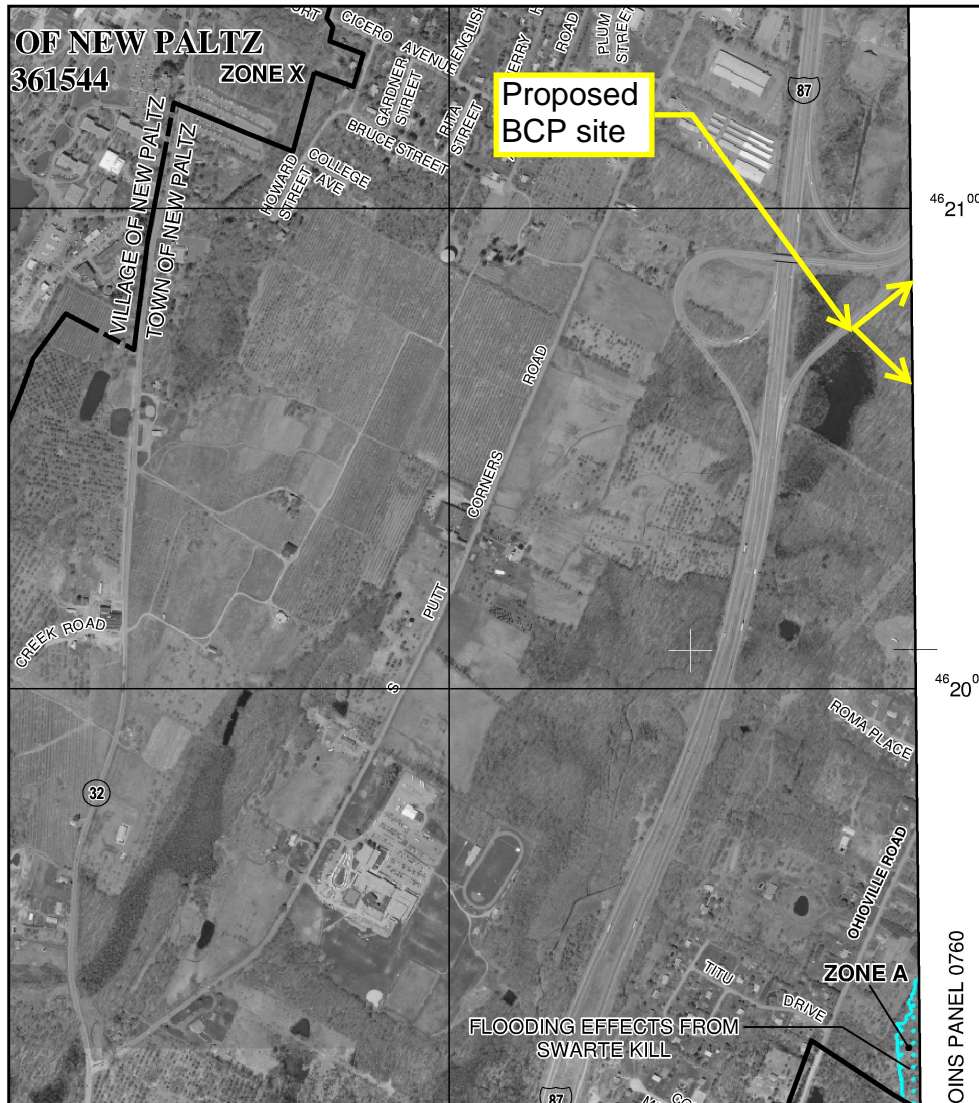
TOWN OF NEW PALTZ

ULSTER COUNTY, NY

DRAFTER: ARB

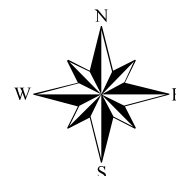
The features on this map are approximate and do not represent an actual survey.

PROJECT NUMBER: 15.5056



Key:
 Zone A-within 100 yr flood zone
 Zone X-above 500 yr flood zone

Data Source: FEMA Website accessed 01.21.2015



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FIGURE 3B FEMA FLOODPLAIN MAPPING Western portion of site

TOWN OF NEW PALTZ

ULSTER COUNTY, NY

DRAFTER: ARB

The features on this map are
 approximate and do not
 represent an actual survey.

PROJECT NUMBER: 15.5056

EXHIBIT 1
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County
(ELECTRONIC ATTACHMENT)

CD in POCKET

**Phase I Environmental Site Assessment and Phase II
Environmental Site Assessment Reports**

EXHIBIT 2
BCP APPLICATION
PLESSER SITE
Town of New Paltz, Ulster County

(ELECTRONIC ATTACHMENT)
CD in POCKET

**Water Supply Investigation, Cultural Resources
Assessment, and Ecological Assessment**