

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

IN RE:

City of New Rochelle / County of Westchester
Davids Island Site
Davids Island
New Rochelle, New York 10801

Site Number: E-360077-3

Contract Number: C303006

This CONTRACT is made between the New York State Department of Environmental Conservation ("Department"), acting for and on behalf of the State, and the City of New Rochelle, with offices located at 515 North Avenue, New Rochelle, New York, 10801, jointly with the County of Westchester, with offices located at Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter "Municipality").

WHEREAS, the Department is authorized by Article 56 of the New York State Environmental Conservation Law (hereinafter the "ECL") to enter into contracts on behalf of the State to provide State Assistance; and

WHEREAS, the Legislature has determined that the preservation, enhancement, restoration and improvement of the quality of the State's environment is one of government's most fundamental obligations; and

WHEREAS, the Legislature authorized the Department to enter into contracts with municipalities to provide State Assistance to them to develop and implement Environmental Restoration Program projects approved by the Department for eligible properties held in title by them; and

WHEREAS, Municipality has applied for State Assistance to develop and implement an Environmental Restoration Program project (Project), the purpose and scope of which is set forth in Schedule A (Scope of Work) of this Contract, on Site that is described in Appendix C by metes and bounds and by reference to a recorded map showing its boundaries and bearing the seal and signature of a licensed land surveyor; and

WHEREAS, Municipality agrees to undertake all work and to comply with all terms and conditions of this Contract; and

WHEREAS, Municipality submitted an approvable application for State Assistance, including submission of its documentation of its authorization to enter into this Contract, and of its authorization of the person signing the same to do so; and

WHEREAS, Municipality agrees that it will fund its portion of the cost of said Project in accordance with the cost-sharing provisions of Title 5 of ECL Article 56 and its regulations; and

WHEREAS, the Department's execution of this Contract is made in reliance upon the information provided by, and representations of, Municipality in its application papers and in this Contract; and

WHEREAS, Municipality has complied and commits to continue to comply with the requirements for State Assistance to municipalities established under Article 56 of the ECL.

NOW, THEREFORE, IN CONSIDERATION OF AND IN EXCHANGE FOR THE MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE TO THE FOLLOWING:

I. Public Participation Plan

Municipality agrees to implement the Department-approved Public Participation Plan (Plan) for this Project in accordance with its terms, a copy of which plan is set forth in the work plan and incorporated into this Contract. The Plan must provide that if the Municipality elects not to proceed with remediation of the Site, the Municipality shall provide timely and accessible disclosure of the Municipality's decision and the results of the investigation to the interested public. The plan shall provide for adequate public notice of the Municipality's decision and availability of the investigation results for a period of no more than 45 days from the date of the notice. The plan shall provide an opportunity for submission of written comments to Municipality and the Department; and the Municipality shall file the notice of the results of the investigation in the office of the Recording Officer for the county or counties where the land is situated, as authorized by subdivision three of section three hundred sixteen-b of the Real Property Law.

II. Development, Performance and Reporting of Work Plans

A. Work Plan Requirements

Municipality shall prepare and implement the work plans ("Work Plan" or "Work Plans") under this Contract in accordance with the requirements of ECL Article 56 Title 5 and all applicable laws, rules, regulations, and guidance documents. The Work Plans shall be captioned as follows:

1. "Remedial Investigation Work Plan" if the Work Plan provides for the investigation of the nature and extent of contamination at and emanating from the Site.
2. "Remedial Work Plan" if the Work Plan provides for the development and implementation of a Remedial Program for the Site.
3. "IRM Work Plan" if the Work Plan provides for an interim remedial measure; or
4. "Site Management Plan"

B. Submission/Implementation of Work Plans

1. The first proposed Work Plan to be submitted under this Contract shall be submitted within forty (40) days after the effective date of this Contract or such reasonable time as the Department may approve. Thereafter, Municipality can submit such other and additional work plans as it deems appropriate.

2. A proposed Work Plan shall be submitted for the Department's review and approval and shall include, at a minimum, a chronological description of the anticipated activities, a schedule for performance of those activities, and sufficient detail to allow the Department to evaluate that Work Plan. The Department shall use best efforts to approve, modify, or reject a proposed Work Plan within forty-five (45) Days from its receipt or within fifteen (15) days from the close of any public comment period, if applicable, whichever is later, or such reasonable time as the Department may approve. Upon the Department's written approval of a Work Plan, such Department-approved Work Plan shall be incorporated into and become an enforceable part of this Contract and shall be implemented in accordance with the schedule contained therein. If the Department disapproves a Work Plan, the reasons for such disapproval shall be provided in writing. In the event the Department disapproves a Work Plan, within twenty (20) days after receiving written notice of such disapproval, Municipality shall elect in writing to modify or expand it within 30 days of such disapproval notice, or complete any other Department-approved Work Plan(s).

3. A Site Management Plan, if necessary, shall be submitted in accordance with the schedule set forth in the IRM Work Plan or the Remedial Work Plan.

4. During all field activities, Municipality shall have on-Site a representative who is qualified to supervise the activities undertaken. Such representative may be an employee or a consultant retained by Municipality to perform such supervision.

C. Revisions to Work Plans

If revisions to a Work Plan are required to satisfy the objectives of such Work Plan, the parties will negotiate revisions which shall be attached to and incorporated into the relevant Work Plan and which shall be enforceable under this Contract.

D. Progress Reports

Municipality shall submit a written progress report of its actions under this Contract to the parties identified in Paragraph XV by the 10th Day of each month commencing with the month subsequent to the approval of the first Work Plan, unless a different frequency is set forth in a Work Plan. Such reports shall, at a minimum, include: all actions relative to the Site during the previous reporting period and those anticipated for the next reporting period; all approved activity modifications (changes of work scope and/or schedule); all results of sampling and tests and all other data received or generated by or on behalf of Municipality in connection with this Site, whether under this Contract or otherwise, in the previous reporting period, including quality assurance/quality control information, information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule, efforts made to mitigate such delays, and information regarding activities undertaken in support of the Public

Participation Plan during the previous reporting period and those anticipated for the next reporting period.

E. Submission of Final Reports

1. In accordance with the schedule contained in a Work Plan, Municipality shall submit a final report that shall include but not be limited to: all data generated relative to the Site and all other information obtained as part of the implementation of the subject Work Plan; all of the assessments and evaluations required by the subject Work Plan; a statement of any additional data that must be collected; and "as-built" drawings. The final report for an Investigation Work Plan shall contain a certification by the person with primary responsibility for the day to day performance of the activities under this Contract that those activities were performed in full accordance with the Investigation Work Plan, and all other Work Plan final reports shall contain a certification made by a Professional Engineer with primary responsibility for the day to day performance of the activities under this Contract that all such activities were performed in full accordance with the Department approved Work Plan.

2. Within sixty (60) days of the Department's approval of a final report or such reasonable time as the Department may approve, Municipality shall submit such additional Work Plans as it proposes to implement.

F. Remedial Investigation/Alternatives Analysis Report

Municipality shall develop an Remedial Investigation/Alternatives Analysis Report ("RI/AAR") and submit such evaluation to the Department for review and approval as a Final Report on the Investigation of the Site.

G. Review of Submittals Other Than Work Plans

1. The Department shall timely notify Municipality in writing of its approval or disapproval of each submittal other than a Work Plan. All Department-approved submittals shall be incorporated into and become an enforceable part of this Contract.

2. If the Department disapproves a submittal covered by this Subparagraph, it shall specify the reasons for its disapproval and may request Municipality to modify or expand the submittal. Within twenty (20) days after receiving written notice that Municipality's submittal has been disapproved, Municipality shall elect in writing to: (i) modify or expand it within 30 days of such disapproval notice; (ii) complete any other Department-approved Work Plan(s); or (iii) invoke dispute resolution pursuant to Paragraph XVII. If Municipality submits a revised submittal and it is disapproved, the Department and Municipality may pursue whatever remedies may be available under this Contract or under law.

H. Department's Determination of Need for Remediation

The Department shall determine upon its approval of the Alternatives Analysis Report dealing with the investigation of the Site whether remediation, or additional remediation as the case may be, is needed for protection of public health and the environment.

1. If the Department makes a determination that remediation, or additional remediation, is not needed for protection of public health and the environment, it shall prepare for public comment a Proposed Remedial Action Plan ("PRAP") setting forth that No Further Action is an appropriate remedy for the Site. If the proposed remedy for the Site remains the same after the public comment period has passed and a Responsiveness Summary has been prepared, the Department shall issue a Record of Decision ("ROD") containing such "No Further Action" remedy. This Contract shall then terminate upon the Department's issuance of a Satisfactory Completion of Project letter.

2. If the Department determines that additional remediation is not needed and such determination is based upon use restrictions, the Department shall prepare for public comment a PRAP, setting forth that No Further Action is an appropriate remedy for the Site as long as certain institutional and engineering controls, if necessary, are implemented. If the proposed remedy for the Site remains the same after the public comment period has passed and a Responsiveness Summary has been prepared, the Department shall issue a ROD and Municipality shall implement a "Site Management Plan", if required by the Department to ensure sufficient protection of the public health and the environment. Municipality shall satisfy the requirements of Paragraph XIII of this Contract with respect to causing an Environmental Easement to be filed and furnishing proof of filing to the Department. Upon receiving proof that Municipality has complied with Paragraph XIII of this Contract, this Contract shall terminate upon the Department's issuance of a Satisfactory Completion of Project letter.

3. If the Department determines that remediation, or additional remediation, is needed, the Department shall prepare a PRAP for public comment setting forth the Department's preferred remedial alternative for the Site. Within 60 days of the Department's issuance of a ROD, Municipality may elect to submit for review and approval a proposed Remedial Work Plan to conduct an Environmental Restoration Program remediation project on the Site.

1. If Municipality elects not to submit or negotiate a proposed Remedial Work Plan under this Subparagraph, then Municipality shall comply with the Public Participation requirements under Paragraph I of this Contract; implement a "Site Management Plan", if required by the Department to ensure sufficient protection of the public health and the environment; and Municipality shall satisfy the requirements of Paragraph XIII of this Contract with respect to causing an Environmental Easement to be filed and furnishing proof of filing to the Department. Upon receiving proof that Municipality has complied with Paragraphs I and XIII of this Contract, this Contract shall terminate in accordance with the terms of Paragraph XVI.A. This Contract shall then terminate upon the Department's issuance of a Satisfactory Completion of Project letter.

ii. If Municipality elects to submit and implement an approvable Remedial Work Plan under this Subparagraph, it shall deliver to the Department an application to undertake an Environmental Restoration Program remediation project, as defined in the most recent version of the Department's Procedures Handbook for Environmental Restoration Program Projects" available at the time of the application for State Assistance. If the application is approved, the Department shall notify Municipality in writing and the Remedial Work Plan shall be incorporated into and become an enforceable part of this Contract

I. Submission of Annual Reports, If Required

In the event that the remedy for the Site, if any, or any Work Plan for the Site requires a Site Management Plan as a consequence of operation, maintenance, and monitoring requirements, including reliance upon institutional or engineering controls, Municipality shall file an annual report on the 1st day of the month following the anniversary of the start of the Site Management Plan and continuing until the Department notifies Municipality in writing that such annual report may be discontinued. Such annual report shall be signed by a Professional Engineer or by an expert approved by the Department to perform that function and certified under penalty of perjury that the institutional and/or engineering controls are unchanged from the previous certification and that nothing has occurred that would impair the ability of such controls to protect public health and the environment or constitute a violation or failure to comply with the approved Site Management Plan. Municipality shall notify the Department within twenty-four (24) hours of discovery of any breach, upset, interruption, or termination of one or more controls without the prior approval of the Department. Further, Municipality shall take all actions required by the Department to maintain conditions at the Site that achieve the objectives of the remedy and/or the Work Plan and are protective of public health and the environment. An explanation of such upset, interruption, or termination of one or more controls and the steps taken in response shall be included in the foregoing notice and in the annual report required by this Subparagraph as well as in any progress reports required by Paragraph II.D.. Municipality can petition the Department for a determination that the institutional and/or engineering controls may be terminated. Such petition must be supported by a Professional Engineer stating that such controls are no longer necessary. The Department shall not unreasonably withhold its approval of such petition.

III. Contemplated Use

The Municipality represents that the Site will be used for: Restricted (the Contemplated Use), and Municipality agrees for itself and for its lessees and successors in title that any proposed change to the Contemplated Use shall be governed by the provisions of ECL 56-0511 and any implementing regulations thereto.

IV. Enforcement and Force Majeure

This Contract shall be enforceable as a contractual agreement under the laws of the State of New York. The Municipality shall not suffer any penalty or be subject to any proceeding or action if it cannot comply with any requirement of this Contract as a result of a Force Majeure Event provided it notifies the Department in writing within ten (10) days of when it obtains knowledge of any such event. The Municipality shall include in such notice the measures taken and to be taken to prevent or minimize any delays and shall request an appropriate extension or modification of this Contract. The Municipality shall have the burden of proving by a preponderance of the evidence that an event qualifies as a Force Majeure Event pursuant to this Paragraph.

V. Entry upon Site

A. The Municipality hereby agrees to provide access to the Site and to all relevant information regarding activities that may have involved contaminants at the Site in accordance with the provisions of ECL 56-0515. Such access shall be for purposes of ensuring that the Site is

investigated and remediated in accordance with Department-approved plans, that any Site Management Plan for the conditions on such Site is being implemented satisfactorily, that the engineering and/or institutional controls are continually maintained in the manner the Department may require, that no person has engaged or is engaging in any activity that is not consistent with restrictions placed upon the use of the Site or that will or that reasonably is anticipated to: prevent or interfere significantly with a proposed, ongoing or completed project; or expose the public health or the environment to a significantly increased risk of harm or damage from such Site. The Department may carry out any measures necessary to return the Site to a condition sufficiently protective of human health, in accordance with ECL 56-0509.4; and neither the Municipality nor any of successors in title, lessees or lenders shall interfere with such access.

B. The Department shall have the right to periodically inspect the Site to ensure that the use of the Site complies with the terms and conditions of this Contract; such right of inspection shall survive termination of this Contract.

VI. State Assistance Amount

The Commissioner shall pay the Municipality for its Eligible Costs in conducting the Project in an amount not to exceed Eight Hundred Eighty-Two Thousand dollars (\$882,000), which amount has been determined by the Commissioner to be up to 90 percent of the estimated Eligible Costs for on-site work and up to 100 percent of the Eligible Costs of any off-site work directed by the Department to be undertaken outside the boundaries of the Site that is approved by the Department. The Department shall not pay for work that is not an Approved Activity, as defined in the "Glossary" which is attached and made a part of this Contract. The Department shall not pay for Department-approved proposed work that was not completed to the Department's satisfaction. Municipality may contribute its share of the Eligible Costs of the project from sources deemed eligible pursuant to Article 56 and its regulations thereto. If the final Eligible Costs are lower than those used to calculate the estimated Eligible Costs amount, the parties agree to either amend this State Assistance Contract to apply the same percentage shown above to the final Eligible Costs in order to determine the revised contract amount if the project is ongoing, or to reimburse the Municipality based on the final Eligible Costs and disencumber the unexpended contract amount and close out the contract, if the project is completed. Upon request by the Department, the Municipality agrees to execute and return the Contract Amendment to the Department within 90 days of receipt of a Contract Amendment that will identify the revised Contract amount.

VII. Reimbursement of Costs


A. State Assistance shall be provided to the Municipality in accordance with Schedule B - "Payment Schedule", which is attached and made a part of this Contract and the Record Keeping and Payment Guide. All claims for reimbursement shall be accompanied by documentation which substantiates the eligibility of costs claimed to date, as required by the Department and the Office of the State Comptroller. The voucher must be signed by a duly authorized person.

B. If upon final audit of the Project by the Office of the State Comptroller, the Department determines that overpayment above the amount due has occurred, the Municipality shall make full repayment to the State of New York, through the Department and for deposit into

an appropriate account within sixty (60) days of notification of the Municipality by the State of such overpayment, or at such later date agreed upon by the parties, if the parties agree to a later date, and in accordance with the payment procedures, schedules and policies of the Municipality.

VIII. Disposition of Site

A. In the event that there is a Disposition of the Site or any portion of such Site, the amount of State Assistance shall be recalculated using the value of the Disposition of the Site. The Department has the option of either reducing the amount of the Contract if the project is ongoing or requesting reimbursement of the amount owed. The amount of money owed the State is the difference between the value of the disposition of the Site less the Municipality's cost of the Site including taxes owed to the Municipality upon acquisition and the Municipality's share of the cost of this Project up to the amount reimbursed by the State to the Municipality under this Contract. For purposes of this subparagraph, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists, if the Site is disposed by transfer of title, of the higher of the Site's sale price or the Site's fair market value at time of sale; or, if the Site is disposed by lease, the higher of the present worth of the stream of rent over a 30 year period beginning the effective date of this Contract or the present worth of the fair market value of the stream of rent over the same 30 year period. However, if the Site is located in an economic development zone or in a zone equivalent area, as those terms are defined in sections 957 and 959(bb), respectively, of the general municipal law; or if the Site is located in a project area that is the subject of a redevelopment plan approved by the Municipality's legislative body under Article 18-B of the general municipal law; or if the Site will be used to maintain or expand the supply of housing for persons of low income and families of low income as section 2 of the private housing finance law defines them, then if the Site is disposed by sale, the "value of the Disposition of the Site", or that portion of the Site that is disposed, consists of the Site's sale price, and if the Site is disposed by lease, the present worth of the stream of rent over a 30 year period beginning the effective date of this Contract.

except a disposition to the County of Washington


B. If the Municipality disposes of the Site by sale to a responsible party, the Municipality shall collect from such responsible party, in addition to such other consideration, an amount of money constituting the amount of State Assistance provided to the Municipality under this Contract plus accrued interest and transaction costs and the Municipality shall pay such funds immediately to the Department for deposit into an appropriate account.

IX. Force Account

The Municipality shall seek prior Department approval of any proposal to use the Municipality's employees to perform Project related activities. Municipal administrative costs associated with the Project are not eligible for reimbursement. The Department will not approve such proposals unless the Municipality can demonstrate that the Municipality's employees possess the necessary competence to perform the work in question and that the work can be more economically performed and done on a timely basis by the use of the Municipality's employees. The cost of any work performed by the Municipality's employees which has not received prior written Department approval shall be excluded from the Project's Eligible Cost used to calculate the State Assistance for the Project until such time, if ever, that the Department approves the use of such Municipality's employees. If written Department approval is given to use the

Municipality's employees for a specified task or activity, the Municipality shall maintain such records as the Department may require to document the costs of such use.

X. Cost Recovery

A. The State hereby reserves the right to seek to recover the full amount of any State Assistance provided under this Contract through litigation brought under Article 56 of the ECL or other statute or under the common law, or through cooperative agreements, with responsible parties, other than the following:

1. Municipality; and
2. any successor in title to the Site, any lessee of the Site, and any person that provides financing to the Municipality, such successor in title, or such lessee relative to the remediation, restoration, or redevelopment of the Site, that did not generate, arrange for, transport, or dispose, and did not cause the generation, arrangement for, transportation, or disposal of any contaminants located at the Site and did not own the Site before the Municipality acquired title to the Site.

B. The Municipality shall assist the Department and/or the State in compelling responsible parties to bear the cost of the Project by providing upon request by the Department all information that exists as of the start of the term of this Contract that identifies the Site's responsible parties and all other information acquired during the course of the Project's implementation.

C. The Municipality may make efforts to recover response costs from responsible parties. The Municipality hereby agrees to provide the Department with timely advance written notice of any negotiations, proposed agreements, proposed settlements or legal action by which recovery is sought. The Municipality further agrees not to commence such legal action nor enter into any such proposed agreement or settlement without the approval of the Department.

D. If any responsible party payments and/or other responsible party consideration become available to the Municipality which were not included in the calculation of State Assistance pursuant to Paragraph VI of this Contract, the Municipality shall immediately notify the Department of such availability, the Department shall recalculate the amount of State Assistance. The Department has the option of either reducing the Contract amount if the project is ongoing or requesting reimbursement of the amount owed to the State, for deposit in an appropriate account. The State will calculate the amount owed by the Municipality based on the recalculated State assistance amount and the amount the State has reimbursed the Municipality as of the date the recalculation is made. If the Municipality shall fail to make such repayment within sixty (60) days of notification, the Department may take measures provided for by the law of the State of New York relating to the recovery of unrepaid State Assistance. The Municipality agrees that it will immediately notify the Department in writing of its receipt of reimbursement from other sources for any expenditure for which State Assistance may be provided under this Contract.

XI. Liability Protection

The Municipality shall be entitled to the liability protections set forth at ECL 56-0509, subject to the terms and conditions stated therein, upon receipt of a Satisfactory Completion of Project letter from the Department.

XII. Change of Use

The Municipality shall notify the Department at least sixty (60) days in advance of any change of use as defined in ECL 56-0511, which is proposed for the Site. In the event the Department determines that the proposed change of use is prohibited, the Department shall notify the Municipality of such determination within forty-five (45) days of receipt of such notice.

XIII. Environmental Easement

A. Within thirty (30) days after the Department's approval of a Work Plan which relies upon one or more institutional and/or engineering controls, or within thirty (30) days after the Department's determination pursuant to Subparagraph II.H. that additional remediation is not needed based upon use restrictions, the Municipality shall submit to the Department for approval an Environmental Easement in a form provided by regulation of the Department to run with the land in favor of the State, along with a current title report prepared by a title company licensed to do business in New York State, title insurance, an adequate legal description of the Site and a current survey bearing the seal and signature of a licensed land surveyor. The Municipality's submittal shall satisfy the statutory and regulatory requirements of law as set forth in ECL Article 71, Title 36 and 6 NYCRR Part 375. Within thirty (30) days after the Department approves the Municipality's proposed Environmental Easement, the Municipality shall cause such instrument to be recorded with the recording officer for the county in which the Site is located. The Municipality shall provide the Department with a copy of such instrument certified by the recording officer to be a true and faithful copy within thirty (30) days of such recording.

B. The Municipality or the owner of the Site may petition the Department to modify or extinguish the Environmental Easement filed pursuant to this Contract at such time as it can certify that the Site is protective of human health and the environment without reliance upon the restrictions set forth in such instrument. Such certification shall be made by a Professional Engineer. The Department will not unreasonably withhold its consent.

C. In the event that engineering and/or institutional controls are components of the remedy selected in the Department's Record of Decision pertaining to the Site, the Municipality will cause the development of a plan and submission to the Department for its review and approval to ensure that such controls are continually maintained in the manner satisfactory to the Department. The Municipality and its successors in title, lessees and lenders are prohibited from challenging the imposition or continuance of such controls, and failure to implement the Department-approved plan or to maintain such controls constitute a violation of this Contract and for the duration of such failure, ECL 56-0509.1 shall have no force and effect.

XIV. Site Lease/Transfer Conditions

The Municipality shall not enter into any lease or transfer title to, the Site or any portion of it until the Municipality binds itself and its lessees and its successors in title, to the following conditions: that

1. the Site will not be used for any purpose until it is remediated, except that the Site may continue to be used for the purpose for which it is being used as of the start of the term of this Contract if the Department determines that the existing state of contamination is such as not to prohibit such use from continuing, giving due regard for human health and environmental protection;
2. if, before the Site's remediation is completed to the Department's satisfaction,
 1. The Municipality wishes to subdivide the Site into separate parcels, it may do so after having submitted a document approved by the Department in form and substance for State Assistance to remediate the Site. However, a contaminated parcel of the subdivided Site cannot be used until the Department-determined remedial objectives for that parcel are met to the Department's satisfaction within such time period as the Department may require.
 - ii. The Municipality's successor in title that itself is not a municipality wishes to subdivide the Site into separate parcels, that successor in title must first agree to remediate all such parcels under Department oversight in accordance with the Department's Record of Decision and any such parcel cannot be used until such successor in title meets the parcel's Department-determined remedial objectives to the Department's satisfaction within such time period as the Department may require; and
 - iii. the Site will not be used for any purpose requiring a level of residual contamination lower than that serving as the basis for the remediation identified in the Department's Record of Decision pertaining to the Site.

XV. Communications

A. All written communications required by this Contract shall be transmitted by United States Postal Service, by private courier service, or hand delivered.

1. Communication from Municipality shall be sent to:

Matthew Hubicki
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau C
625 Broadway, 11th Floor
Albany, New York 12233-7014

Michael Ryan, P.E.
New York State Department of Environmental Conservation
Division of Environmental Remediation
Remedial Bureau C
625 Broadway, 11th Floor
Correspondence Only

Gary Litwin
Bureau of Environmental Exposure Investigation
New York State Department of Health
Flanigan Square
547 River Street
Troy, New York 12180-2216

Mary vonWergers
New York State Department of Environmental Conservation
Division of Environmental Enforcement
Albany, New York 12233-5500
Correspondence only

2. Communication from the Department to Municipality shall be sent to:

Charles B. Strome III
City Manager
City of New Rochelle
515 North Avenue
New Rochelle, New York 10801

Andrew J. Spano
County Executive
Westchester County
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

B. The Department and Municipality reserve the right to designate additional or different addressees for communication on written notice to the other.

C. Each party shall notify the other within ninety (90) days after any change in the addresses listed in this Paragraph.

XVI. Termination of Contract

A. If the Municipality complies with the requirements of applicable State and federal laws and regulations and with the terms of this Contract, the Department shall issue a Satisfactory Completion of Project letter. This Contract shall terminate when the Department issues this letter, and the parties agree that, upon termination, the Municipality, successor in title, lessees and lender shall be entitled to the liability limitation benefits set forth at ECL 56-0509, subject to the terms and conditions stated therein.

B. Without prejudice or waiver of any other rights the State has - if the Municipality fails to comply with any of the requirements of applicable State or federal laws and regulations or with any of the requirements of this Contract or if without good cause as determined by the Department, the Municipality has:

1. failed to proceed with the Project as scheduled and/or approved, or
2. changed the Project or any portion thereof without the Department's prior written approval,

the Department shall provide written notification to the Municipality of its breach of contract, setting forth in writing the basis for termination of the Contract and allowing the Municipality a reasonable and specific amount of time within which to cure its breach. Payments under this Contract shall be suspended until the Municipality has cured its breach. If the Municipality does not cure its breach of contract within the period of time allowed by the Department, this Contract shall terminate on the 5th day after the Municipality's receipt of another letter from the Department notifying the Municipality that the time to cure its breach of contract has passed ("Termination Letter"). The Department shall notify the Municipality of the amount of money that the Municipality owes the State for repayment of State Assistance provided under this Contract and for the Department's oversight costs and for any other costs incurred by the State in administering and terminating the Municipality's Environmental Restoration Program project ("Demand Letter"). The Municipality agrees that if this Contract is terminated by the Department under this Subparagraph B:

- i. the Municipality, a successor in title, lessee and lender are not entitled to claim any liability limitation benefits provided under ECL 56-0509 because the Municipality has failed to satisfy the requirement of ECL 56-0509 (1)(a)(I) to comply with all of the terms and conditions of the contract providing State Assistance under ECL Article 56,
- ii. the Department shall withhold all further State Assistance under this Contract, and
- iii. the Municipality shall make repayment of any State Assistance already paid under this Contract and other State costs, with interest thereon as provided by law, within 45 days of the Municipality's receipt of the Department's Demand Letter.

C. If this Contract is terminated, the following Paragraphs and Subparagraphs shall survive such termination: II(I), III, IV, V, VI, VII, VIII, X, XII, XIII, XIV, XV, and XVII(A).

XVII. Miscellaneous

A. If the information provided and any certifications made by the Municipality are not materially accurate and complete, this Contract, except with respect to the Municipality's obligations according to the provisions of the Paragraphs that the parties have expressly agreed will survive termination of this Contract, shall be null and void *ab initio* fifteen (15) days after the Department's notification of such inaccuracy or incompleteness, unless the Municipality submits

information within that fifteen (15) day time period indicating that the information provided and the certifications made were materially accurate and complete. In the event this Contract is rendered null and void, any Satisfactory Completion of Project letter that may have been issued under this Contract shall also be null and void *ab initio*, and the Department shall reserve all rights that it may have under law.

B. The Municipality shall allow the Department to attend, and shall notify the Department at least seven (7) days in advance of, any field activities to be conducted pursuant to this Contract, as well as any pre-bid meetings, job progress meetings, substantial completion meeting and inspection, and final inspection and meeting; nothing in this Contract shall be construed to require the Municipality to allow the Department to attend portions of meetings where privileged matters are discussed.

C. The Municipality shall register all known petroleum storage tanks on the Site pursuant to 6 NYCRR 612.2, register all known chemical storage tanks on the Site pursuant to 6 NYCRR 596.2, and properly close all such known tanks, if out-of-service, pursuant to 6 NYCRR 613.9 (in the case of petroleum storage tanks) or 6 NYCRR 598.10 (in the case of chemical storage tanks) within the approved SI/RAA Work Plan schedule.

D. The Municipality shall remove and properly dispose of hazardous waste found to be stored on the Site in containment vessels other than known storage tanks (such as drums, transformers, sumps, and pits), or where petroleum storage tanks or chemical storage tanks are discovered on the Site during the course of the Project and such tanks contain hazardous waste, in accordance with all applicable State and federal requirements.

E. The Department may exempt the Municipality from the requirement to obtain any State or local permit or other authorization for any activity conducted pursuant to this Contract that (i) is conducted on the Site or on different premises that are under common control or contiguous to or physically connected with the Site and such activity manages exclusively contaminants from such Site, and (ii) satisfies all substantive technical requirements applicable to like activity conducted pursuant to a permit, as determined by the Department.

F. The Municipality shall use "best efforts" to obtain all Site access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations necessary to perform Municipality's obligations under this Contract. If, despite the Municipality's best efforts, any access, permits, easements, rights-of-way, rights-of-entry, approvals, institutional controls, or authorizations required to perform this Contract are not obtained, the Municipality shall promptly notify the Department, and include a summary of the steps taken to obtain access. The Department may, as it deems appropriate and within its authority, assist the Municipality in obtaining access. If an interest in Site is needed to implement an institutional control required by a Work Plan and such interest cannot be obtained, the Department may require the Municipality to modify the Work Plan pursuant to Subparagraph II.C of this Contract to reflect changes necessitated by the lack of access and/or approvals.

G. The Municipality shall not be considered an operator of the Site solely by virtue of having executed and/or implemented this Contract.

H. The Municipality shall provide a copy of this Contract to each subcontractor hired to perform work required by this Contract and shall condition all contracts entered into to carry out the obligations identified in this Contract upon performance in conformity with the terms of this Contract. The Municipality shall provide written notice of this Contract to all subcontractors hired to perform any portion of the work required by this Contract. Municipality shall nonetheless be responsible for ensuring that the Municipality's subcontractors perform the work in satisfaction of the requirements of this Contract. The Municipality shall also insert in its contract with its consultant for the Project the clause for conflict of interest found in Appendix B.

I. The Municipality shall, before the start of any Approved Activity, require each consultant and subcontractor to secure and deliver to the Municipality a policy (or policies) of insurance issued by an insurance company licensed to do business in the State and acceptable to the State that shall name the Municipality and the State as additional insured. See Division of Environmental Remediation guidance, as may be amended, for descriptions of types of insurance required and their minimum limits. The Municipality shall provide the Department with a copy of the applicable certificate(s) of insurance for its review prior to the commencement of the Project. The Municipality shall provide copies of the applicable insurance policies to the Department upon request.

J. The paragraph headings set forth in this Contract are included for convenience of reference only and shall be disregarded in the construction and interpretation of any provisions of this Contract.

K. 1. The terms of this Contract shall constitute the complete and entire Contract between the Department and the Municipality concerning the implementation of the activities required by this Contract. No term, condition, understanding, or agreement purporting to modify or vary any term of this Contract shall be binding unless made in writing and subscribed by both parties and approved by the State Comptroller. No informal advice, guidance, suggestion, or comment by the Department shall be construed as relieving the Municipality of the Municipality's obligation to obtain such formal approvals as may be required by this Contract. In the event of a conflict between the terms of this Contract and any Work Plan submitted pursuant to this Contract, the terms of this Contract shall control over the terms of the Work Plan(s). The Municipality consents to and agrees not to contest the authority and jurisdiction of the Department to enter into or enforce this Contract.

2. i. Except as set forth herein, if the Municipality desires that any provision of this Contract be changed, other than a provision of a Work Plan, the Municipality shall make timely written application to the parties listed in Subparagraph XV.A.1.

ii. Changes to the Work Plan shall be accomplished as set forth in Subparagraph II.C of this Contract.

L. Unless otherwise expressly provided herein, terms used in this Contract which are defined in ECL Article 56 or in regulations promulgated thereunder shall have the meaning assigned to them under said statute or regulations.

M. The Municipality's obligations under this Contract represent payment for or reimbursement of response costs, and shall not be deemed to constitute any type of fine or penalty.

N. All work performed in relation to the Project by the Municipality or its agents, representatives, or contractors shall conform to all applicable federal, State and local laws, ordinances, rules and regulations, and standards, including permit requirements. This Contract does not constitute a permit and does not confer upon the applicant the right to engage in the Contemplated Use or any other use of the Site for any particular purpose.

O. The Municipality shall ensure that any identifying signs will note that portions of the Project were assisted by the State under the Clean Water / Clean Air Bond Act of 1996.

P. All approved work plans, final reports shall be submitted to the Department in an electronic format acceptable to the Department within thirty (30) days of approval of such final report. In addition, the Department may require other site related documents to be submitted electronically. If any document cannot be converted into electronic format, the Municipality shall so advise the Department and, if the Department concurs, submit such document in an alternative format acceptable to the Department.

Q. No delay or omission on the part of either party in exercising any right under this Contract shall operate as a waiver of such right or of any other right under this Contract. A waiver on any occasion shall not be construed as a bar to or a waiver of any right and/or remedy on any other occasion. No waiver or consent shall be binding unless it is in writing and executed by the Department and the Municipality.

R. Appendix A - "Standard Clauses for All New York State Contracts"; Appendix B - "Standard Clauses for All New York State Department of Environmental Conservation Contracts"; Rider to Appendix B - "Standard Clauses for All New York State Department of Environmental Conservation Contracts for Environmental Restoration Projects"; Appendix C - "Legal Description of Site"; Schedule A - Scope of Work; Schedule B - "Payment Schedules"; and the "Glossary" are attached to and hereby made a part of this Contract as if set forth fully herein.

S. In the case of an application for State Assistance for an Environmental Restoration Program remediation project, the Municipality shall submit evidence of its compliance with the requirements of the State Environmental Quality Review Act ("SEQR").

T. This Contract may be executed for the convenience of the parties hereto, individually or in combination, in one or more counterparts, each of which shall be deemed to have the status of an executed original and all of which shall together constitute one and the same.

U. The term of this Contract shall start September 30, 2005. This Contract shall end on October 30, 2007. This Contract will be effective upon approval and filing by the State Comptroller in accordance with Section 112 of the State Finance Law. **The Municipality** agrees to proceed expeditiously with and to complete the Project in accordance with Work Plans approved by the Department, and any revisions thereto, and to carry out its other obligations under this Contract.

CONTRACT NUMBER C 303006

In witness whereof, the parties have signed this Contract on the date indicated opposite each signature. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

FOR NEW ROCHELLE

State of NEW YORK)
) ss:
County of WESTCHESTER)

By: Charles B. Strome

Title: CHARLES B. STROME, III (CITY MANAGER)

Date: 5/31/06

On this 31 day of MAY, 2006, before me, the undersigned, personally appeared CHARLES B. STROME, III (name) or (names) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

DWAYNE C. LESTER
Notary Public, State of New York
No. 01LE5032726
Qualified in Westchester County
Commission Expires July 8, 2010

By: Dwayne C. Lester
Signature and office of the individual taking
acknowledgment

Date: 5/31/06

FOR DEPARTMENT

By: Thomas J. Ginepro

Title: DIRECTOR OF MANAGEMENT & BUDGET SVCS

Date: JUN 19 2006

Approved as to form:

Approved:

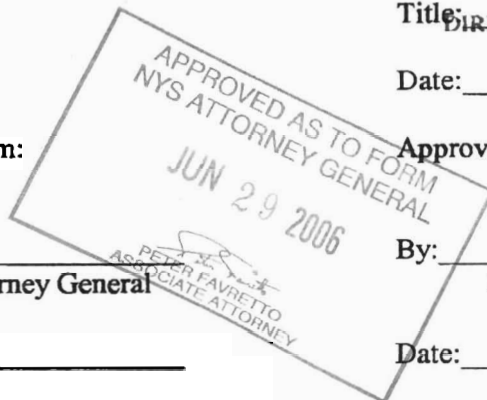
By: _____
for the Attorney General

Date: _____

By: _____
For the State Comptroller

Date: _____

The contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law). CONTRACT NUMBER _____



In witness whereof, the parties have signed this Contract on the date indicated opposite each signature. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

FOR WESTCHESTER COUNTY

State of New York)
County of Westchester) ss:

By: [Signature]
Andrew J. Spano, County Executive
Title: _____
Date: April 17, 2006

On this 17th day of April, 2006, before me, the undersigned, personally appeared Andrew J. Spano (name) or (names) personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

By: [Signature]
Signature and office of the individual taking acknowledgment

DANIELA INFELD
Notary Public, State of New York
No. 021N5041318
Qualified in New York County
Term Expires March 31, 1999
18, 2010

Date: April 17th, 2006

FOR DEPARTMENT

By: [Signature]
Title: DIRECTOR OF MANAGEMENT & BUDGET SVCS

Date: JUN 19 2006

APPROVED AS TO FORM.

[Signature] 4/18/06
Associate COUNTY ATTORNEY

Approved as to form:

By: _____
for the Attorney General

Date: _____

Approved:

By: _____
For the State Comptroller

Date: _____



The contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law).

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. Postponement, suspension, abandonment or termination by the Department: The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Indemnification and Holdharmless The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and

the like, which is asserted against the Department and/or the State of New York.

III. Conflict of Interest (a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor

employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual, or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee

or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or

work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. Requests for Payment All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. Compliance with Federal requirements To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. Independent Contractor The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. Article 15-A Requirements The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 5 NYCRR Part

140, et. seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et. seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

(a) If the maximum contract price herein equals or exceeds \$25,000, and this contract is for labor, services, supplies, equipment, or materials; or

(b) If the maximum contract price herein equals or exceeds \$100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; then

(c) The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs (d) and (e) of this clause shall be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is required to make good faith efforts to subcontract at least 6 % of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least 6 % of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is required to make good faith efforts to employ or contractually require any Subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10 % of, and women for at least 10 % of, the workforce hours required to perform the work under this contract.

(3) The Contractor is required to make good faith efforts to solicit the meaningful participation by enterprises identified in the NYS Directory of Certified Businesses provided by:

Empire State Development Corp.
Div. Minority & Women's Business Development
30 South Pearl Street
Albany, New York 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
and

Empire State Development Corp.
633 Third Avenue
New York, NY 10017
Phone: (212) 803-2414
Fax: (212) 803-3223

internet: www.empire.state.ny.us/esd.htm

(d) The Contractor agrees to include the provisions set forth in paragraphs (a), (b) and (c) above and paragraphs (a), (b), and (c) of clause 12 of Appendix A in every subcontract in such a manner that the provisions will be binding upon each Subcontractor as to work under such subcontract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of the Contractor's obligation under a State contract is undertaken or assumed.

(e) The Contractor is required to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such implementation periodically as provided by the contract, or annually, whichever is more frequent.

VIII. Compliance with applicable laws

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

IX. Dispute Resolution The parties agree to the following steps, or as many as are necessary to

resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final agency determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) **Determine that there is no need for further action**, and that the determination of the designated individual is confirmed; or

(3) **Make a determination on the record as it exists.**

(c) The decision of the DAI shall be the final agency decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Robert W. Schick, P.E.
Director, Remedial Bureau C
625 Broadway
Albany, NY 12233-7014
(518) 402-9662

The designated appeal individual to review decisions is:

Sal Ervolina, Assistant Director
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7011
(518) 402-9707

The Chair of the Contract Review Committee is:

Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway, 10th Floor
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final agency determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final agency determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) (1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

X. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement

shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

XI. Offset In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XII. Tax Exemption Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XIII. Litigation Support In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIV. Equipment Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XV. Inventions or Discoveries Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XVI. Patent and Copyright Protection If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVII. Force Majeure The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVIII. Freedom of Information Requests

The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release and to support its position.

XIX. Precedence In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A, the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

RIDER TO APPENDIX B

Standard Clauses for All New York State Department
of Environmental Conservation Contracts

The parties to this contract hereby agree that clause II of this Appendix B is hereby revised to read as follows:

- II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct; except that the Contractor shall not be obligated to so indemnify and save harmless with respect to those matters described in ECL 56-0509.1 during those periods in which the protection afforded under ECL 56-0509.1 is in effect.

Dated: JUN 19 2006

Department of Environmental Conservation

By: 
Director of Management and Budget Services

CITY OF NEW ROCHELLE
(Municipality's Name)

Dated: 5/31/06

By: 
Municipal Representative

• NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

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Dated: JUN 19 2006

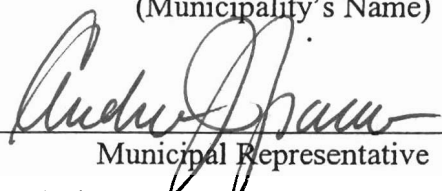
Department of Environmental Conservation

By: 
Director of Management and Budget Services

County of Westchester

(Municipality's Name)

Dated: April 17, 2006

By: 
Municipal Representative

Andrew J. Spano
County Executive

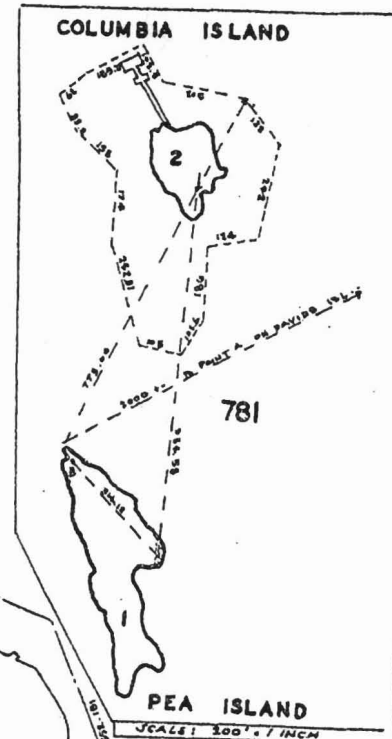
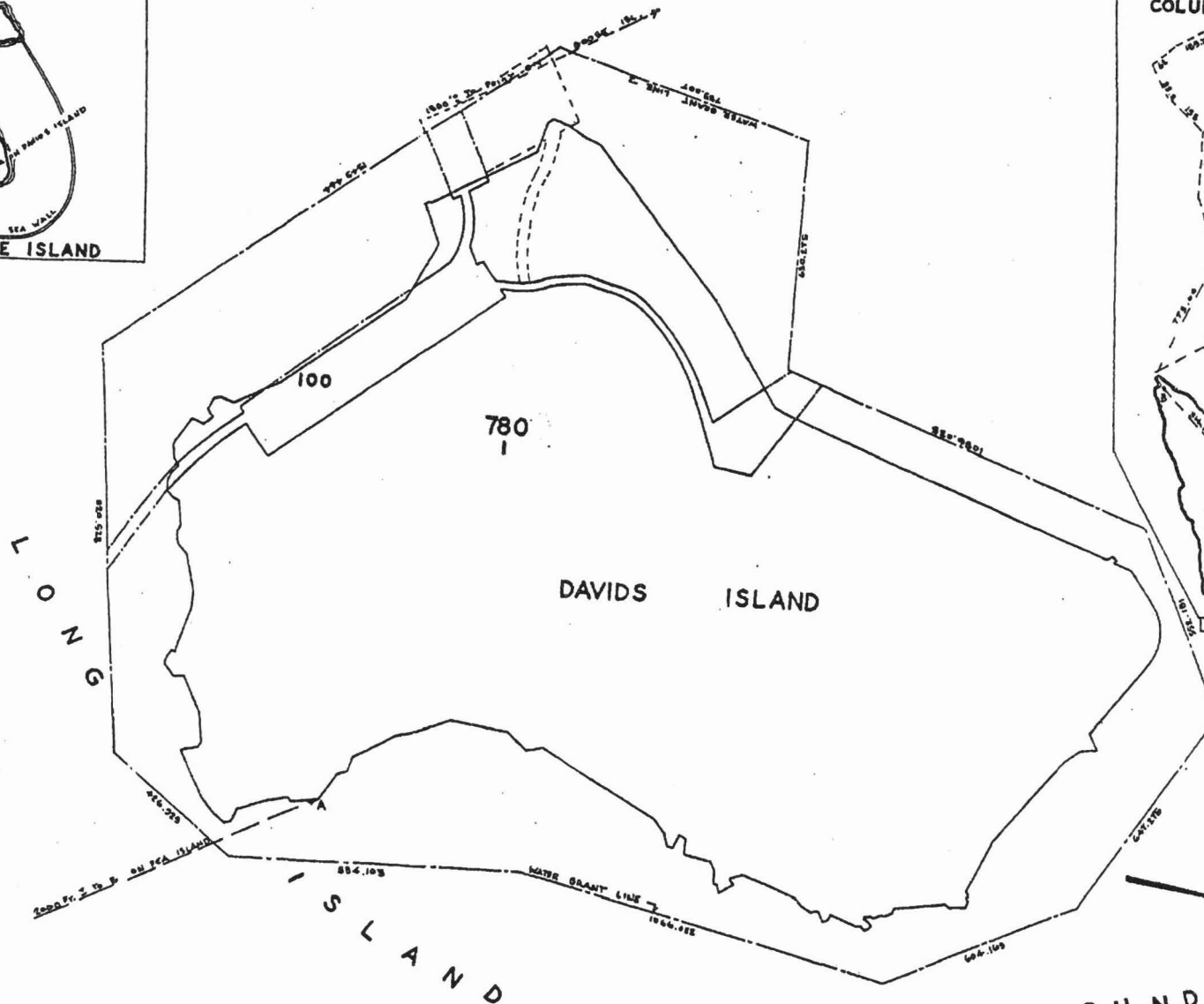
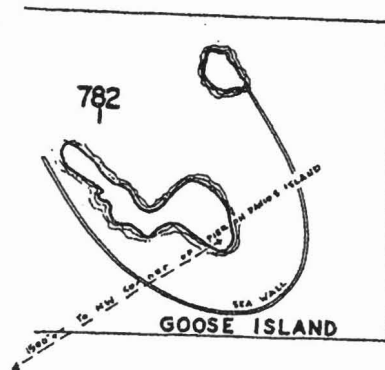
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

APPENDIX C

Proof of Ownership

Enclosed and referenced as Appendix C are the following appropriate documents:

1. A deed indicating that the municipality holds title to the property. If a municipality obtains “temporary incidents of ownership”, the Order of the Court signed by the judge and showing a stamp that it has been filed will replace the deed.
2. A certification of ownership signed by the municipal attorney.
3. A title report prepared by a New York State licensed title company naming New York State as an insured party.
4. A survey of the property prepared by a licensed surveyor and a survey endorsement within the past 3 months, unless the survey is dated within the past year.
5. A metes and bounds description of the property (NOTE: **For investigation projects only**, if the municipality does not have a survey and/or metes and bounds description for the property, we can accept the tax identification number or section, block, and lot number in the County in which it is located in order to execute the SAC. However, in these cases, completing the survey and/or metes and bounds description must be a milestone in the investigation work plan. For all remediation projects, we must have a metes and bounds description and a recent survey in order to execute the SAC).



(45)

Environmental Restoration Project
City of New Rochelle
David's Island Remediation Project

Tax Map Information: Section 2, Block 780, Lot 1

QUITCLAIM DEED

THIS INDENTURE, made this // ⁴ day of *May*, 1967,
 between the UNITED STATES OF AMERICA, acting by and through the
 ADMINISTRATOR OF GENERAL SERVICES, under and pursuant to the
 powers and authority contained in the Federal Property and
 Administrative Services Act of 1949 (63 Stat. 377) as amended,
 and Regulations and Orders promulgated thereunder, party of the
 first part, and City of New Rochelle, a municipal corporation
 of the State of New York, having its principal office at
 515 North Avenue, New Rochelle, County of Westchester, State of
 New York, party of the second part,

W I T N E S S E T H:

That the party of the first part, for and in
 consideration of the sum of FOUR HUNDRED EIGHTY-FIVE THOUSAND
 and 00/100 (\$485,000.00) DOLLARS, lawful money of the
 United States, paid by the party of the second part, the receipt
 of which is hereby acknowledged, does hereby remise, release
 and forever quitclaim unto the party of the second part, its
 successors and assigns, without representation or warranty,
 express or implied:

MAY 15 1967

USIR STAMPS
ATTACHED

10419

PARCEL 1

ALL that tract of land in the City of New Rochelle, County of Westchester and State of New York, comprising all of David's Island and that part of the submerged lands surrounding the island as confined by the following metes and bounds description.

BEGINNING at a point "one hundred and fifty feet from the head of a dock, now or formerly called the coal dock, and on a line with the northwest face of said dock," as it existed May 26, 1880 and running thence north 3° 20' east 755.00 feet to a point; north 79° 05' east 630.00 feet to a point; north 6° 12' east 1,096.00 feet to a point; north 52° 25' east 552.00 feet to a point; south 69° 18' east 647.00 feet to a point; south 36° 28' east 604.00 feet to a point; thence south 0° 35' east 1,066.00 feet to a point; south 13° 54' east 834.00 feet to a point; south 23° 55' west 427.00 feet to a point; south 71° 49' west 1,121.00 feet to a point; north 48° 18' west 1,550.00 feet to the point of beginning.

Being the same property acquired by deed dated May 11, 1867 of Simeon Leland, et ux, recorded in the Westchester County Register's Office in Deed Book 776 Page 132 and lands acquired by Patent of the State of New York recorded in Book of Patents 44 Page 104.

PARCEL 2

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property:

ALL that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State

of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled, "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, N. Y." made by De Luze and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1329, and bounded and described as follows:

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the northwesterly corner of Lot No. 9 as shown on said Map of Land of Charles H. Young, and running thence along the said high water line the following two courses and distances: north $74^{\circ} 55' 10''$ east 2.97 feet; north $41^{\circ} 33' 00''$ east 7.51 feet to a point; thence south $48^{\circ} 10' 00''$ east parallel with and distant 10 feet as measured at right angles from the southwesterly line of Lot No. 8 a distance of 517.15 feet to a point; thence north $44^{\circ} 37' 52''$ east 7.52 feet to a point; thence south $48^{\circ} 10' 00''$ east a distance of 255.78 feet to a point in the mean high water line of Long Island Sound; thence south $28^{\circ} 20' 15''$ west a distance of 25.71 feet along the mean high water line of Long Island Sound to a point; thence north $48^{\circ} 10' 00''$ west a distance of 263.00 feet to a point; thence north $44^{\circ} 37' 52''$ east 7.50 feet to a point opposite the continuation westerly of the southwesterly line of Lot No. 8; thence north $48^{\circ} 10' 00''$ west along the southwesterly line of Lot No. 8 and a continuation thereof a distance of 518.24 feet to the point or place of beginning.

Being the same easement acquired by condemnation proceedings in the U. S. District Court for the Southern District of New York, Civil No. 31-92.

PARCEL 3

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Slocum Road near the end of the railway tracks is north $4^{\circ} 14' 40''$ west 133.09 feet, and thence running north $42^{\circ} 27' 10''$ west 15.70 feet along the sea wall to a point; thence north $11^{\circ} 06' 20''$ east 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Slocum Road is north $2^{\circ} 40' 06''$ west 94.86 feet; thence north $34^{\circ} 14' 00''$ east 103.10 feet to a point on the sea wall at the most northerly corner of the reservation; thence south $55^{\circ} 25' 00''$ east 120.62 feet to a point; thence south $34^{\circ} 35' 00''$ west 75.65 feet to a point; thence north $55^{\circ} 25' 00''$ west 44.00 feet to a point; thence south $34^{\circ} 35' 00''$ west 55.66 feet to a point; thence north $55^{\circ} 25' 00''$ west 49.98 feet to the point of beginning.

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Pelham Road, and which said road, leads from the lands above described to the public highway.

Being the same property acquired by deed dated April 1, 1919 of Neptune Realty Company, recorded in the Westchester County Register's Office in Deed Book 2190 Page 248.

PARCEL 4

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slocum Road on the Division line between the land hereinafter described on the south and land of the City of New Rochelle on the north, said point being located south $19^{\circ} 10' 52''$ west 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel 3 herein) and north $19^{\circ} 10' 52''$ east 135.00 feet from the line of mean high water of New Rochelle Creek; running thence from said point of beginning, north $56^{\circ} 43' 12''$ west along the said land of the City of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane; running thence along the southeasterly side of Harbor Lane, south $33^{\circ} 16' 48''$ west 253.45 feet to the northeasterly side of Glen Island Approach; running thence along the northeasterly side of Glen Island Approach, south $35^{\circ} 39' 30''$ east 301.00 feet to the line of mean high water of New Rochelle Creek; running thence along said line of mean high water of New Rochelle Creek the following nine courses and distances: north $4^{\circ} 40' 50''$ east 27.82 feet; north $16^{\circ} 55' 40''$ east 17.27 feet; north $23^{\circ} 40' 40''$ east 27.80 feet; north $30^{\circ} 28' 40''$ east 34.86 feet; north $39^{\circ} 16' 25''$ east 29.64 feet; north $44^{\circ} 31' 50''$ east 31.69 feet; north $55^{\circ} 54' 30''$ east 26.64 feet; north $68^{\circ} 05' 10''$ east 18.03 feet; north $80^{\circ} 05' 10''$ east 40.17 feet to the westerly side of Fort Slocum Road; running thence along said westerly side of Fort Slocum Road, north $19^{\circ} 10' 52''$ east 135.00 feet to the point or place of beginning.

Being the same property acquired by condemnation proceedings in the U. S. District Court for the Southern District of New York, Civil No. 19-156.

TOGETHER with all right, title and interest in and to the land and land under water and the waters over the land adjoining the above premises as described in Letters Patent from the People of the State of New York as follows:

To Thaddeus Davids in Liber 39 Letters Patent Page 39
To Neptune Realty Company in Liber 2181 cp 217
To the County of Westchester in Liber 3140 cp 177
To Martin J. Keogh in Liber 51 Letters Patent page 7
To the City of New Rochelle in Liber 3222 cp 221.

TOGETHER WITH all the right, title and interest of the party of the first part, in and to the streets and roads abutting said property to the center line thereof.

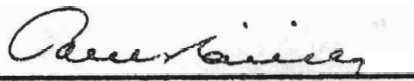
TOGETHER ALSO WITH the appurtenances, and all the estate and rights of the party of the first part, in and to said premises.

TO HAVE AND TO HOLD the premises herein granted, with the buildings and appurtenances unto the said party of the second part, its successors and assigns forever.

Said property transferred hereby was duly determined to be surplus, and was assigned to General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by Arthur Miller, Regional Administrator, Region 2, General Services Administration, who has hereunto affixed his hand and seal the day and year first above written.

In the presence of:


PAUL F. CIRILLO

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

By  (L.S.)
ARTHUR MILLER

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

On this 11th day of May, 1967, before me personally appeared Arthur Miller, Regional Administrator, Region 2, New York, General Services Administration, residing at 53-40 Oceania Street, Bayside, New York, to me known and known to me to be the individual described in and who executed the foregoing instrument and to be the Regional Administrator, Region 2, New York, General Services Administration, duly delegated, empowered and authorized by the Administrator of General Services, and who acknowledged that he executed the foregoing instrument for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America for the purposes and uses therein described.

Paul F. Cirillo

Paul F. Cirillo
Notary Public - State of New York
No. 30-669750
Qualified in Nassau County
Cert. filed with the New York Co. Clerk
Commission Expires March 30, 1968

Paul F. Cirillo
Notary Public - State of New York
No. 30-569750
Qualified in Nassau County
Cert. filed with the New York Co. Clerk
Commission Expires March 30, 1968

WESTCHESTER COUNTY CLERK'S OFFICE	
DIVISION OF LAND RECORDS	
Staty Chg.	1350
Rec'd & Chg.	
Filing Chg.	
Gross Ref. ne	
Cert. Rept.	
Total	1450
Towns	11
#	22358
Returned	

MAY 24 1967

RECEIVED
WESTCHESTER COUNTY CLERK
1967 MAY 15 PM 1:08

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

6104
227
TO

CITY OF NEW ROCHELLE

QUITCLAIM DEED

City of New Rochelle
County of Westchester

REQUEST OF THE TITLE GUARANTEE COMPANY

Roll

City of New Rochelle
can Dept. City Hall
New Rochelle, N.Y.

Recorded in the Office of the Clerk of the County of Westchester
(Division of Land Records) on May 22 1967
at 1:08 P.M. in Liber 6704 Page 235 of Deeds.
Witness my hand and Official Seal.
Edward X. Stawney
Clerk

RECEIVED
BY
DEPT. OF LAW
CITY OF NEW ROCHELLE
1967 MAY 26 AM 9:17

"When it's time to close"

399 Knollwood Road, Suite 313
White Plains, N.Y. 10603-1933
(914) 683-5313
Fax (914) 683-3265

September 26, 2001

Kristine Wiener
City Hall\Law Department
515 North Avenue
New Rochelle, NY 10801

Re: Title No. CEO-01-7808
Premises: New Rochelle, New York

Dear Ms. Wiener:

We have searched the records and indices of the **Westchester** County Clerk's Office for the purpose of determining copy of a deed for the above referenced premises.

Set forth below are our findings:

Copy of Deed in Liber 7332 page 724. (see attached)

Thank you for choosing CEO Title Agency, Inc. for this search. This search is provided FOR INFORMATION ONLY. NO POLICY WILL BE ISSUED. Liability is limited to the fee paid for negligence only. If you have any questions, please do not hesitate calling our office.

Very truly yours,


Roger C. Crawford
President & Chief Counsel

RCC:bz
enclosures

TIME 2

Standard N. Y. & T. U. Form 8087 - 1-61-2044 - Burpin and Sals Dred. 614 Contracting Company's Act as-Indorser or Corporation.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.
LIBR 7332 PAGE 724

AGT P
DE AGT

THIS INDENTURE, made the 10th day of June, nineteen hundred and seventy-six
BETWEEN DAVIDS ISLAND DEVELOPMENT CORP., a corporation organized
and existing under and by virtue of the laws of the State of New
York, having an office at No. 210 Westchester Avenue, City of White
Plains, County of Westchester, State of New York

party of the first part, and

CITY OF NEW ROCHELLE, a domestic municipal corporation, with its
offices at No. 515 North Avenue, City of New Rochelle, County of
Westchester, State of New York

party of the second part,

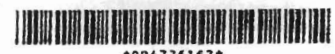
WITNESSETH, that the party of the first part, in consideration of the acceptance by the party
of the second part of the real property conveyed hereby as a gift,
does hereby grant and release unto the party of the second part, the here-
part, the here-
part, forever,
by the party of the second part, does hereby grant and release unto the party of the second part, the here-
successors and assigns of the party of the second part forever,

those
ALL those certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the City of New Rochelle, County of Westchester and
State of New York, all as described in Exhibit A attached hereto
and made a part hereof.

07185

JUN 15 876
JUN 15 1976

Encasement
7381 DEPT 426
ATTORNEY GENERAL



004776167

EXHIBIT A

PARCEL I

ALL that certain lot, piece, parcel or tract of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York. Said Tract of land being all of the upland lands of Davids Island and that part of the abutting submerged lands as contained by the following Metes and Bounds description:

BEGINNING at the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6810 at page 712.

Thence in a clockwise direction around the Water Grant Perimeter of Davids Island aforementioned as follows:

North 7° 41' 06" East 755.007 feet
 North 83° 26' 06" East 630.275 feet
 North 10° 33' 06" East 1096.035 feet
 North 56° 46' 06" East 552.191 feet to the most northerly corner of the Water Grant Perimeter of Davids Island aforementioned;
 South 64° 56' 54" East 647.275 feet
 South 32° 06' 54" East 604.169 feet
 South 3° 46' 06" West 1066.022 feet
 South 9° 32' 54" East 834.103 feet
 South 28° 16' 06" West 426.929 feet
 South 76° 10' 06" West 1120.528 feet and
 North 43° 56' 54" West 1549.464 feet to the point or place of beginning.

The foregoing also being those lands designated as Davids Island as established by the Water Grant Perimeter of same as established by the Corps of Engineers in October 1879. (First Lt. Eugene Griffin)

EXCEPTING therefrom the following Lands:

BEGINNING at a point on the westerly side of Davids Island, said point being located

North $7^{\circ} 41' 06''$ East 755.007 feet;
 North $83^{\circ} 26' 06''$ East 630.275 feet and
 North $10^{\circ} 33' 06''$ East 106.690 feet as measured in a
 northerly direction along the westerly side of the Water Grant
 Perimeter of Davids Island from the most westerly point of the
 Water Grant Perimeter of Davids Island as established by the Corps
 of Engineers in October 1879.

Said most westerly point of the Water Grant Perimeter of Davids
 Island being located at Coordinate Position North 239346.945 and
 East 2062110.230 in accordance with the Long Island Zone of the
 New York State Plane Coordinate System. Said point of beginning
 also being the most northerly corner of the herein described
 Parcel;

thence generally in a southerly direction across Davids
 Island as follows:

South $59^{\circ} 11' 01''$ East 279.245 feet
 South $1^{\circ} 22' 17''$ West 113.839 feet
 South $55^{\circ} 06' 33''$ West 104.164 feet on a curve to the left
 having a radius of 485.00 feet and a central angle of $7^{\circ} 12' 04''$
 for 60.956 feet
 South $47^{\circ} 54' 29''$ West 251.498 feet on a curve to the left
 having a radius of 125.00 feet and a central angle of $42^{\circ} 49' 54''$
 for 93.444 feet
 South $5^{\circ} 04' 35''$ West 24.403 feet on a curve to the left
 having a radius of 405.00 feet and a central angle of $24^{\circ} 53' 30''$
 for 175.948 feet.

South $19^{\circ} 48' 55''$ East 154.807 feet
 North $44^{\circ} 13' 17''$ East 21.021 feet
 South $44^{\circ} 24' 45''$ East 804.793 feet
 South $45^{\circ} 35' 15''$ West 107.174 feet to a point on a curve at
 which point the radius bears
 North $53^{\circ} 11' 43''$ East to the center on a curve to the left
 having a radius of 787.219 feet and a central angle of $34^{\circ} 20' 49''$
 for 471.911 feet and South $71^{\circ} 09' 06''$ East 113.309 feet to a
 point on the southerly side of the Water Grant Perimeter of Davids
 Island aforementioned;

thence westerly along said line
 South $76^{\circ} 10' 06''$ West 55.561 feet to a point;

thence generally northerly and westerly across Davids Island
 as follows:

North $71^{\circ} 09' 06''$ West 66.543 feet on a curve to the right
 having a radius of 817.219 feet and a central angle of $34^{\circ} 20' 49''$
 for 489.895 feet to a point of reverse curvature on a curve to the

- 3 -

left having a radius of 785.00 feet and a central angle of $7^{\circ} 37' 10''$ for 104.391 feet
 South $45^{\circ} 34' 33''$ West 30.000 feet
 North $43^{\circ} 24' 45''$ West 601.056 feet
 North $80^{\circ} 03' 09''$ West 145.317 feet on a curve to the left having a radius of 47.500 feet and a central angle of $44^{\circ} 13' 00''$ for 36.657 feet
 South $55^{\circ} 43' 51''$ West 33.594 feet
 South $36^{\circ} 37' 39''$ East 16.124 feet and
 South $55^{\circ} 43' 51''$ West 199.446 feet to a point on the westerly side of the Water Grant Perimeter of Davids Island aforementioned;

thence northerly along said line
 North $43^{\circ} 56' 54''$ West 101.444 feet to a point;

thence generally easterly and northerly across Davids Island as follows:

North $55^{\circ} 43' 51''$ East 212.384 feet
 South $36^{\circ} 37' 39''$ East 58.940 feet
 North $55^{\circ} 43' 51''$ East 34.624 feet on a curve to the right having a radius of 72.500 feet and a central angle of $44^{\circ} 13' 00''$ for 55.950 feet
 South $80^{\circ} 03' 09''$ East 58.429 feet
 North $56^{\circ} 48' 28''$ East 62.196 feet
 North $33^{\circ} 11' 32''$ West 20.000 feet
 North $44^{\circ} 13' 17''$ East 76.620 feet
 North $19^{\circ} 48' 55''$ West 166.980 feet on a curve to the right having a radius of 430.00 feet and a central angle of $24^{\circ} 53' 30''$ for 186.809 feet
 North $5^{\circ} 04' 35''$ East 24.403 feet on a curve to the right having a radius of 150.00 feet and a central angle of $42^{\circ} 49' 54''$ for 112.133 feet
 North $47^{\circ} 54' 29''$ East 251.498 feet on a curve to the right having a radius of 510.00 feet and a central angle of $7^{\circ} 12' 04''$ for 64.098 feet
 North $55^{\circ} 06' 33''$ East 24.524 feet and
 North $43^{\circ} 30' 00''$ West 254.839 feet to a point on the westerly side of the Water Grant Perimeter of Davids Island;

thence northerly along said line
 North $10^{\circ} 33' 06''$ East 97.912 feet to the point or place of beginning.

PARCEL II

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property;

ALL that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, New York" made by Deluze and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1329, and bounded and described as follows:

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the Northwesterly corner of Lot No. 9 as shown on said Map of Land of Charles H. Young and

running thence along the said high water line the following two courses and distances:

North $74^{\circ} 55' 10''$ East 2.97 feet;

North $41^{\circ} 33' 00''$ East 7.51 feet to a point;

thence

South $48^{\circ} 10' 00''$ East parallel with and distant 10 feet as measured at right angles from the Southwesterly line of Lot No. 8, a distance of 517.15 feet to a point;

thence

North $44^{\circ} 37' 52''$ East 7.52 feet to a point;

thence

South $48^{\circ} 10' 00''$ East a distance of 255.78 feet to a point in the mean high water line of Long Island Sound;

thence

South $28^{\circ} 20' 15''$ West a distance of 25.71 feet along the mean high water line of Long Island Sound to a point;

thence

North $48^{\circ} 10' 00''$ West a distance of 263.00 feet to a point;

thence

North $44^{\circ} 37' 52''$ East 7.50 feet to a point opposite the continuation westerly of the southwesterly line of Lot No. 8;

thence

North $48^{\circ} 10' 00''$ West along the southwesterly line of Lot No. 8 and a continuation thereof a distance of 518.24 feet to the point or place of beginning.

PARCEL III

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Slocum Road near the end of the railway tracks is
North 4° 14' 40" West 133.09 feet and

thence running
North 42° 27' 10" West 15.70 feet along the sea wall to a point;

thence
North 11° 06' 20" East 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Slocum Road is
North 2° 40' 06" West 94.86 feet;

thence
North 34° 14' 00" East 101.10 feet to a point on the sea wall at the most northerly corner of the reservation;

thence
South 55° 25' 00" East 120.62 feet to a point;

thence
South 34° 35' 00" West 75.65 feet to a point;

thence
North 55° 25' 00" West 44.00 feet to a point;

thence
South 34° 35' 00" West 55.66 feet to a point;

thence
North 55° 25' 00" West 49.98 feet to the point or place of beginning.

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Pelham Road, and which said road, leads from the lands above described to the public highway.

PARCEL IV

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slocum Road on the Division line between the land hereinafter described on the South and land of the City of New Rochelle on the North, said point being located South 19° 02' 25" West 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel III herein) and North 19° 02' 25" East 135.00 feet from the line of mean high water of New Rochelle Creek;

running thence from said point of beginning, North 56° 51' 39" West along the said land of the City of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane;

running thence along the southeasterly side of Harbor Lane, South 33° 08' 21" West 253.45 feet to the northeasterly side of Glen Island Approach;

running thence along the northeasterly side of Glen Island Approach, South 35° 47' 57" East 301.00 feet to the line of mean high water of New Rochelle Creek;

running thence along said line of mean high water of New Rochelle Creek, the following nine courses and distances:

North 4° 32' 23" East 27.82 feet;
 North 16° 47' 13" East 17.27 feet;
 North 23° 32' 13" East 27.80 feet;
 North 30° 20' 13" East 34.86 feet;
 North 39° 07' 58" East 29.64 feet;
 North 44° 23' 22" East 31.69 feet;
 North 55° 46' 03" East 26.64 feet;
 North 67° 56' 43" East 18.03 feet;
 North 79° 56' 43" East 40.17 feet, to the westerly side of Fort Slocum Road;

running thence along said westerly side of Fort Slocum Road, North 19° 02' 25" East 135.00 feet to the point or place of beginning.

- 7 -

EXCEPTING from the parcel designated IV above the following lands:

BEGINNING at a point on the easterly boundary line of Harbor Lane, said point being distant

South $33^{\circ} 08' 21''$ West 116.036 feet as measured along the easterly boundary line of Harbor Lane from the division line between Land of the City of New Rochelle (Neptune Park) on the North and Land belonging to Consolidated Edison Company of New York, Inc. on the South. Said point of beginning being the northwesterly corner of the parcel herein described;

thence easterly
South $54^{\circ} 43' 47''$ East 100.069 feet to the northeasterly corner of the herein described parcel;

thence southerly $33^{\circ} 08' 21''$ West 172.202 feet to a point on the northerly side of the Glen Island Approach and the southeasterly corner of the parcel herein described;

thence westerly along the northerly side of The Glen Island Approach

North $35^{\circ} 47' 57''$ West 107.159 feet to its intersection with the easterly boundary line of Harbor Lane and the southwesterly corner of the parcel herein described;

thence northerly along the easterly boundary line of Harbor Lane

North $33^{\circ} 08' 21''$ East 137.414 feet to the point or place of beginning.

also known on the ^{PART of} official tax map of the City of New Rochelle as Section 2, Block 492 and Lot 1, Section 2, Block 490 and Lot 1 and Section 2, Block 780 and Lot 1.

Provided, however, that the real property conveyed hereby shall be used exclusively for public purposes while the party of the second part retains fee title; and further provided that if said real property shall be sold by the party of the second part, the proceeds of such sale shall be used for any public purpose.

Introduced:

Adopted:

No. _____

Moved by _____

Seconded by _____

Approved as to form _____

Corporation Counsel

Years Days

RIPPA	X	
DOCTOROW	X	
O'TOOLE	X	
SCHER	X	
TOSCANINI	X	

2.

SUBJECT
OR
TITLE

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER TO CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., ON BEHALF OF THE CITY OF NEW ROCHELLE, A WRITTEN ACCEPTANCE OF THE OFFER OF THE SAID COMPANY TO CONVEY CERTAIN PROPERTIES TO THE CITY OF NEW ROCHELLE AND SETTING FORTH CERTAIN CONDITIONS THEREFOR.

BE IT RESOLVED by the Council of the City of New Rochelle as follows:

Section 1. The City Manager is hereby authorized to execute and deliver, by May 15, 1978, to Consolidated Edison Company of New York, Inc., on behalf of the City of New Rochelle, a written acceptance of the offer of the said company to convey certain property described as David's Island and its appurtenant mainland property, as a gift, being the same property heretofore conveyed by the City to the said company by deed dated September 28, 1968 and recorded on September 30, 1968 in the Westchester County Clerk's Office, Division of Land Records, subject to certain easements in favor of the said company and subject to the reservation of title by said company of certain portions of the properties, as described in letters from Consolidated Edison Company of New York, Inc., to Mayor Vincent R. Rippa, dated April 27, 1976 and May 7, 1978.

Section 2. The acceptance authorized in Section 1. above shall be conditioned upon:

a. The receipt by the City of a title report from the Title Guarantee Company showing the ability of the Grantor to convey a good and marketable title to the premises proposed to be conveyed and with no exceptions other than those set forth in the title policy issued by the said company to the City under date of May 1, 1967 under title number 6117624 and subject to such easements in favor of Consolidated Edison Company of New York, Inc. and such reservations of title as are described in Section 1. above;

b. The receipt by the City from Consolidated Edison Company of New York, Inc. of a survey ~~showing the easements and reservations of title to be retained by the said company in satisfactory form for certification to the Title Guarantee Company.~~

Section 3. The City Manager is hereby authorized to obtain fee title insurance and a title report of the property proposed to be conveyed promptly after the passage of this resolution and to accept a good bargain and sale deed with

- 2 -

covenant against Grantor's acts, satisfactory to the Title Guarantee Company, on or before June 11, 1975 so long as the title report received shows a good and marketable title as described in Section 2.a. above.

Section 4. The City Manager is hereby authorized to grant to Consolidated Edison Company of New York, Inc. a temporary construction easement and a permanent easement for the installation and maintenance of an underground transmission line through and under a portion of Neptune Park, upon the agreement of the company to modify the location presently shown for the underground transmission line proposed to be installed in a portion of the mainland property to be conveyed to the City, so as to encumber the said property as little as possible, and the execution and delivery of such modification in suitable form to the City by the company.

AGREEMENT AND WARRANTY OF CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

Consolidated Edison Company of New York, Inc.,
hereinafter referred to as "Con Edison", hereby agrees and
warrants as follows:

That the use by it and its successors and assigns
of the perpetual easement, encumbering a portion of the
island property, described on page 7 and the upper half of
page 8 of Exhibit A to the deed dated April 28, 1976 from it
to Davids Island Development Corp., recorded in the Westchester
County Clerk's Office, Division of Land Records in liber 7325 of
deeds at page 240, "for any purpose whatsoever" as set forth
therein, shall be restricted to the period of construction of
the 345 KV Transmission line and related manholes on, across
and under the said island property and the period of construc-
tion of cable cooling facilities on the said island property.
Upon the completion of such construction, the said perpetual
easement area shall be used by Con Edison, its successors and
assigns, only for ingress, egress, landing and embarking equip-
ment, vehicles, personnel and materials and no obstruction,
construction or installations shall be placed or made thereon
that may or will hinder or obstruct the free use of said ease-
ment area by the City of New Rochelle, its successors and
assigns for ingress to and egress from the said island property,
jointly with Con Edison, its successors and assigns.

This agreement and warranty is made by Con Edison on the condition that the joint use of said easement area by the City of New Rochelle, its successors and assigns, as aforesaid, shall not hinder or obstruct the use thereof by Con Edison, its successors and assigns, for the purposes described above, and by the acceptance of this deed the City of New Rochelle, for itself and its successors and assigns, so agrees.

This agreement and warranty is further made by Con Edison, knowing that the City of New Rochelle relies thereon in the acceptance of this deed from Davids Island Development Corp. and Con Edison agrees that this agreement shall run with the land and be binding upon it and its successors and assigns.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

By Arthur Hauspurg
Arthur Hauspurg,
President


Peter A. Irwin
Peter A. Irwin
Assistant Secretary
(Seal)

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 9th day of June, 1976, before me personally came ARTHUR HAUSPURG, to me known, who, being by me duly sworn, did depose and say that he resides at 5 John Jay Place, Rye, New York 10580, that he is President of Consolidated Edison Company of New York, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

Robert P. Kelly

ROBERT P. KELLY
Notary Public, State of New York
No. 6717445
Qualified in New York County
Commission Expires March 20, 1978

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs, successors and assigns of the party of the second part forever.

This Indenture is delivered as a gift in accordance with the provisions of the attached Resolution.

Subject to the following:

- (a) Reservations of easements and rights of way contained in a certain deed between Consolidated Edison Company of New York, Inc. and the party of the first part dated April 28, 1976 and recorded in the Westchester County Clerk's Office on April 29, 1976 in Liber 7325, page 240 of Deeds.
- (b) Covenants, conditions, agreements, reservations, restrictions, and easements of record.
- (c) Any claim arising by reason of any portion of the premises conveyed hereby lying outshore of the actual line of solid fill.
- (d) The effect of existing Federal law with respect to any lands that may now be or formerly have been under water.
- (e) Such facts as an accurate survey and a personal inspection would reveal.

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

AND the party of the first part, in compliance with Section 11 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

DAVIDS ISLAND DEVELOPMENT CORP.



Carl N. Greene
Secretary

F. J. Munziker, Jr.
F. J. MUNZIKER, JR.
Vice President

STATE OF NEW YORK, COUNTY OF

On the 10th day of June 19 76 before me personally came Robert P. Nelya, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at No. 12 Chamberlain Street, Rye, New York 10580 that he is the vice president of Davids Island Development Corp. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Robert P. Nelya
Notary Public, State of New York
No. 4517215
Qualified in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. that he is the of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
\$ 00.00
Dpt. of Taxation JUN 15 1976
RECEIVED

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE No. 6157617
DAVIDS ISLAND DEVELOPMENT CORP.

TO
CITY OF NEW ROCHELLE

SECTION 2 2 2
BLOCK 492 490 780
LOT 1 1 1
COUNTY OR TOWN City of New Rochelle
Tax Assessment Map

Recorded At Request of The Title Guarantee Company
RETURN BY MAIL TO:

Maxwell E. Charat, Esq.
Corporation Counsel
City of New Rochelle
Department of Law
City Hall
New Rochelle, New York Zip No. 10801

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Disseminated by
THE TITLE GUARANTEE COMPANY
CHARTERED 1906 IN NEW YORK

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED
WESTCHESTER COUNTY CLERK
JUN 15 PM 1:14

The Title Guarantee Company

STREET	233
Block	492
File No.	233
Class	1
Dist. Ref.	1
Vol.	233
Page	1
Returned	22838

SEARCHED & INDEXED
SERIAL & FILED

The foregoing instrument was ordered for record as follows: The property affected by this instrument is situated in the CITY OF NEW ROCHELLE County of Westchester, N. Y. A true copy of the original DEED & AGREEMENT recorded JUNE 15, 1976 at 1:14 PM

GEORGE R. MORROW, County Clerk.

L7325 CP240

THIS INDENTURE, made the 28th day of April, nineteen hundred and seventy-six between CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a New York corporation having an office at 4 Irving Place, New York, New York, party of the first part, and DAVIDS ISLAND DEVELOPMENT CORP., a New York corporation having an office at 210 Westchester Avenue, White Plains, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, more particularly described in EXHIBIT A attached hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises as described in said Exhibit A.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

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

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

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

By Charles F. Luce
Charles F. Luce
Chairman of the Board

Attest:

Peter A. Irwin
Peter A. Irwin
Assistant Secretary

[Seal]

State of New York)
County of New York) ss.:

On the 28th day of April, 1976, before me personally came Charles F. Luce, to me known, who, being by me duly sworn, did depose and say that he resides at 18 Ridge Road, Bronxville, New York; that he is Chairman of the Board of Trustees of Consolidated Edison Company of New York, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.



Notary Public

ANGELA ROBERTI
Notary Public, State of New York
No. 41-8593313
Qualified in Queens County
Commission Expires March 30, 1978

EXHIBIT A

Island Parcel

ALL that certain lot, piece, parcel or tract of land with all Buildings and improvements thereon, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York. Said Tract of land being all of the upland Lands of Davids Island and that part of the abutting submerged lands as contained by the following Metes and Bounds description:

BEGINNING at the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6810 at page 712. Thence in a clockwise direction around the Water Grant Perimeter of Davids Island aforementioned as follows:

North 7° 41' 06" East 755.007 feet

North 83° 26' 06" East 630.275 feet

North 10° 33' 06" East 1096.035 feet

North 56° 46' 06" East 552.191 feet
to the most northerly corner of the
Water Grant Perimeter of Davids
Island aforementioned

South 64° 56' 54" East 647.275 feet

South 32° 06' 54" East 604.169 feet

South 3° 46' 06" West 1066.022 feet

South 9° 32' 54" East 834.103 feet

South 28° 16' 06" West 426.929 feet

South 76° 10' 06" West 1120.528 feet

and North 43° 56' 54" West 1549.464 feet

to the point or place of beginning. Containing 119.961
Acres more or less.

The foregoing also being those Lands designated as
Davids Island as established by the Water Grant perimeter
of same as established by the Corps of Engineers in
October 1879. (First Lt. Eugene Griffin). The foregoing
also being those Lands described as Parcel No. 1 in a
certain Deed filed in the Westchester County Clerk's
Office, Division of Land Records, in Liber 6810 at page
712.

Exhibit A

EXCEPTING therefrom the following Lands:

BEGINNING at a point on the westerly side of Davids Island, said point being located North 7° 41' 06" East 755.007 feet; North 83° 26' 06" East 630.275 feet and North 10° 33' 06" East 106.690 feet as measured in a northerly direction along the westerly side of the Water Grant Perimeter of Davids Island from the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said most westerly point of the Water Grant Perimeter of Davids Island being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the most northerly corner of the herein described parcel; thence generally in a southerly direction across Davids Island as follows:

South 59° 11' 01" East 279.245 feet

South 1° 22' 17" West 113.039 feet

South 55° 06' 33" West 104.164 feet

on a curve to the left having a radius of 485.00 feet and a central angle of 7° 12' 04" for 60.956 feet

Exhibit A

South 47° 54' 29" West 251.498 feet

on a curve to the left having a radius of 125.00 feet and a central angle of 42° 49' 54" for 93.444 feet

South 5° 04' 35" West 24.403 feet

on a curve to the left having a radius of 405.00 feet and a central angle of 24° 53' 30" for 175.948 feet

South 19° 48' 55" East 154.807 feet

North 44° 13' 17" East 21.021 feet

South 44° 24' 45" East 804.793 feet

South 45° 35' 15" West 107.174 feet
to a point on a curve at which point
the radius bears North 53° 11' 43"
East to the center

on a curve to the left having a radius of 787.219 feet and a central angle of 34° 20' 49" for 471.911 feet

and South 71° 09' 06" East 113.309 feet

to a point on the southerly side of the Water Grant perimeter of Davids Island aforementioned; thence westerly along said line South 76° 10' 06" West 55.561 feet to a point; thence generally northerly and westerly across Davids Island as follows:

North 71° 09' 06" West 66.543 feet

on a curve to the right having a radius of 817.219 feet and a central angle of

Exhibit A

34° 20' 49" for 489.895 feet
to a point of reverse curvature

on a curve to the left having a radius
of 785.00 feet and a central angle of
7° 37' 10" for 104.391 feet

South 45° 34' 33" West 30.000 feet

North 44° 24' 45" West 601.056 feet

North 80° 03' 09" West 145.317 feet

on a curve to the left having a radius
of 47.500 feet and a central angle of
44° 13' 00" for 36.657 feet

South 55° 43' 51" West 33.594 feet

South 36° 37' 39" East 16.124 feet

and South 55° 43' 51" West 199.446 feet

to a point on the westerly side of the Water Grant Perimeter
of Davids Island aforementioned; thence northerly along
said line North 43° 56' 54" West 101.444 feet to a point;
thence generally easterly and northerly across Davids
Island as follows:

North 55° 43' 51" East 212.384 feet

South 36° 37' 39" East 58.940 feet

North 55° 43' 51" East 34.624 feet

on a curve to the right having a radius
of 72.500 feet and a central angle of
44° 13' 00" for 55.950 feet

Exhibit A

South 80° 03' 09" East 58,429 feet

North 56° 48' 28" East 62,196 feet

North 33° 11' 32" West 20,000 feet

North 44° 13' 17" East 76,620 feet

North 19° 48' 55" West 166,980 feet

on a curve to the right having a radius
of 430.00 feet and a central angle of
24° 53' 30" for 186,809 feet

North 5° 04' 35" East 24,403 feet

on a curve to the right having a radius
of 150.00 feet and a central angle of
42° 49' 54" for 112,133 feet

North 47° 54' 29" East 251,498 feet

on a curve to the right having a radius
of 510.00 feet and a central angle of
7° 12' 04" for 64,098 feet

North 55° 06' 33" East 24,524 feet

and North 43° 30' 00" West 254.839 feet

to a point on the westerly side of the Water Grant Perimeter of Davids Island; thence northerly along said line North 10° 33' 06" East 97.912 feet to the point or place of beginning. Containing 226,576 square feet or 5.201 Acres more or less.

Exhibit A

AND RESERVING a perpetual easement, privilege, and right of way (to use) for (any purpose whatsoever, including, without limiting the generality of the foregoing,) ingress, egress, landing and embarking equipment, vehicles, personnel and materials over, upon and across all that area described as follows (including all wharf, pier, landing and dock facilities, roads and water located therein):

BEGINNING at the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945/and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6810 at Page 712. Thence easterly as follows:

North 57° 49' 03" East 235.487 feet ✓
South 36° 37' 39" East 50.000 feet ✓
South 70° 36' 54" East 154.385 feet ✓
DUE EAST 150.129 feet ✓
and North 76° 06' 49" East 117.687 feet ✓

Exhibit A

thence southerly South 19° 48' 55" East 40.215 feet; thence generally in a westerly direction as follows:

South 76° 06' 49" West 126.712 feet

DUE WEST 155.000 feet

North 71° 20' 45" West 109.629 feet

South 36° 37' 39" East 201.060 feet

and South 55° 43' 51" West 192.367 feet

to a point on the westerly side of the Water Grant Perimeter of Davids Island; thence northerly along said Water Grant Perimeter North 43° 56' 54" West 334.119 feet to the point or place of beginning. Containing 85,457 square feet or 1.962 Acres more or less.

AND ALSO RESERVING a temporary easement privilege and right to use all of the waters within the area described above for the purposes of passage of equipment, vehicles, personnel and materials and for passage, mooring and anchoring of vessels for any purpose whatsoever including without limiting the generality of the foregoing dredging and installing piles, wharves, dolphins and other facilities in said waters.

AND the easement and two tracts or parcels of land located on the mainland of the City of New Rochelle and more particularly described as follows:

Exhibit A

MAINLAND PARCELS

"A"

(Separate Sheet
Mc Evoy Survey
April 25 1967)

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property:

ALL that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, N.Y." made by DeLuze and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1329, and bounded and described as follows:

Exhibit A

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the Northwesterly corner of Lot No. 9 as shown on said Map of Land of Chalres H. Young, and running thence along the said high water line the following two courses and distances: North $74^{\circ} 55' 10''$ East 2.97 feet; North $41^{\circ} 33' 00''$ East 7.51 feet to a point; thence South $48^{\circ} 10' 00''$ East parallel with and distance 10 feet as measured at right angles from the Southwesterly line of Lot No. 8 a distance of 517.15 feet to a point; thence North $44^{\circ} 37' 52''$ East 7.52 feet to a point; thence South $48^{\circ} 10' 00''$ East a distance of 255.78 feet to a point in the mean high water line of Long Island Sound; thence South $28^{\circ} 20' 15''$ West a distance of 25.71 feet along the mean high water line of Long Island Sound to a point; thence North $48^{\circ} 10' 00''$ West a distance of 263.00 feet to a point; thence North $44^{\circ} 37' 52''$ East 7.50 feet to a point opposite the continuation Westerly of the Southwesterly line of Lot No. 8; thence North $48^{\circ} 10' 00''$ West along the Southwesterly line of Lot No. 8 and a continuation thereof a distance of 518.24 feet to the point or place of beginning.

Exhibit A

10

"B" Parcel #3

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Slocum Road near the end of the railway tracks is North $4^{\circ} 14' 40''$ West 133.09 feet, and thence running North $42^{\circ} 27' 10''$ West 15.70 feet along the sea wall to a point; thence North $11^{\circ} 06' 20''$ East 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Slocum Road is north $2^{\circ} 40' 06''$ West 94.86 feet; thence North $34^{\circ} 14' 00''$ East 103.10 feet to a point on the sea wall at the most northerly corner of the reservation; thence South $55^{\circ} 25' 00''$ East 120.62 feet to a point; thence South $34^{\circ} 35' 00''$ West 75.65 feet to a point; thence North $55^{\circ} 25' 00''$ West 44.00 feet to a point; thence South $34^{\circ} 35' 00''$ West 55.66 feet to a point; thence North $55^{\circ} 25' 00''$ West 49.98 feet to the point of

Exhibit A

All bearings are in different system
All distances check

LJNV-CLB 6/14/76

beginning.

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Pelham Road, and which said road, leads from the lands above described to the public highway.

"C"

(Parcel 4 Map)

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slocum Road on the Division line between the land hereinafter described on the South and land of the City of New Rochelle on the North, said point being located South $19^{\circ} 10' 52''$ West 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel B herein) and North $19^{\circ} 10' 52''$ East 135.00 feet from the line of mean high water of New Rochelle Creek; running thence from said point of beginning,

Exhibit A

All bearings in different System
All distances Correct

LN+CLB 6/4/96

North 56° 43' 12" West along the said land of the City of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane; running thence along the southeasterly side of Harbor Lane, South 33° 16' 48" West 253.45 feet to the northeasterly side of Glen Island Approach; running thence along the northeasterly side of Glen Island Approach, South 35° 39' 30" East 301.00 feet to the line of mean high water of New Rochelle Creek; running thence along said line of mean high water of New Rochelle Creek the following nine courses and distances:
North 4° 40' 50" East 27.82 feet; North 16° 55' 40" East 17.27 feet; North 23° 40' 40" East 27.80 feet; North 30° 28' 40" East 34.86 feet; North 39° 16' 25" East 29.64 feet; North 44° 31' 50" East 31.69 feet; North 55° 54' 30" East 26.64 feet; North 68° 05' 10" East 18.03 feet; North 80° 05' 10" East 40.17 feet to the westerly side of Fort Slocum Road; running thence along said westerly side of Fort Slocum Road, North 19° 10' 52" East 135.00 feet to the point or place of beginning.

Exhibit A

BEING the same premises described as PARCELS 2, 3
and 4 of that certain Deed filed in the Westchester County
Clerk's Office, Division of Land Records, in Liber 6810 at
page 712;

Parcel 4
EXCEPTING from the parcel designated "C" above the
following lands:

BEGINNING at a point on the easterly boundary
line of Harbor Lane, said point being distant South
33° 08' 21" West 116.036 feet as measured along the
easterly boundary line of Harbor Lane from the divi-
sion line between Land of the City of New Rochelle
(Neptune Park) on the north and Land belonging to
Consolidated Edison Company of New York, Inc. on
the south. Said point of beginning being the north-
westerly corner of the parcel herein described;
thence easterly South 54° 43' 47" East 100.069 feet
to the northeasterly corner of the herein described
parcel; thence Southerly 33° 08' 21" West 172.202
feet to a point on the northerly side of THE GLEN
ISLAND APPROACH and the southeasterly corner of the
parcel herein described; thence westerly along the
northerly side of THE GLEN ISLAND APPROACH North
35° 47' 57" West 107.159 feet to its intersection with

Exhibit A

the easterly boundary line of Harbor Lane and the southwesterly corner of the parcel herein described; thence northerly along the easterly boundary line of Harbor Lane North 33° 08' 21" East 137,414 feet to the point or place of beginning. Containing 15,481 square feet or 0.355 Acres more or less.

AND RESERVING a permanent easement and right of way for ingress and egress and for inspecting, installing, operating, maintaining, repairing, servicing conduits, pipes and cables together with all related surface and sub-surface appurtenances for the transmission and distribution of electricity and energy in, on, over and across lands of the parcel designated "C" ^{(Parcel 4) Map} more particularly ^A bounded and described as follows:

BEGINNING at a point on the easterly boundary line of Harbor Lane where the same is intersected by the division line between Land of the City of New Rochelle (Neptune Park) on the north and Land belonging to Consolidated Edison Company of New York, Inc. on the south. Said point of beginning also being the northwesterly corner of the Easement herein described; thence easterly along said division line South 56° 51' 39" East 3,197 feet to a

Exhibit A

point on a curve at a non-tangent intersection;
thence generally in an easterly direction through
Lands of Consolidated Edison Company of New York,
Inc. aforementioned as follows:

on a curve to the left having
a radius of 105.00 feet and a
central angle of $79^{\circ} 36' 58''$
for 145.904 feet
and South $54^{\circ} 43' 47''$ East 203.996 feet

to a point on the westerly boundary line of Fort
Slocum Road and the northeasterly corner of the
Easement herein described; thence southerly along
the westerly boundary line of Fort Slocum Road
South $19^{\circ} 02' 25''$ West 31.245 feet to the south-
easterly corner of the Easement herein described;
thence westerly through Lands of Consolidated Edison
Company of New York, Inc. aforementioned North 54°
 $43' 47''$ West 314.889 feet to the point on the easterly
boundary line of Harbor Lane and the southwesterly
corner of the Easement herein described; thence
northerly along the easterly boundary line of Harbor
Lane North $33^{\circ} 08' 21''$ East 116.036 feet to the
point or place of beginning. Containing 11,677
square feet or 0.268 Acres more or less.

Exhibit A

AND FURTHER RESERVING the perpetual easement, right and privilege to use the wharf, pier, landing, dock, access thereto and related facilities now located on the parcel designated "B" above; and any addition, extension or replacement thereof, for any purpose whatsoever, together with the right and privilege only, but not the obligation, to repair, maintain, restore, rebuild and improve such facilities and appurtenances.

AND STILL FURTHER RESERVING unto the party of the first part an easement and unrestricted right of way of access by men, materials, vehicles and equipment for construction purposes, including, without limiting the generality of the foregoing, the right to use the parcels designated "A", "B" and "C" above for construction, laydown, staging, assembling, storing, inspecting and testing of any facilities of the party of the first part whatsoever, to be constructed, located, or installed in any of the lands hereinabove retained, excepted and reserved by the party of the first part, and to use said parcels in their entirety for the storage of vehicles, machinery, equipment and materials, in connection with the aforesaid activities.

10 MAR 35 PM 15:40

Exhibit A

-17-

RECEIVED

THIS INDENTURE, made the 26th day of September, nineteen hundred and sixty-eight

BETWEEN the CITY OF NEW ROCHELLE, a domestic municipal corporation with its offices at No. 515 North Avenue, New Rochelle, New York, party of the first part, and CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at No. 4 Irving Place, Borough of Manhattan, City, County and State of New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of TWO MILLION NINE HUNDRED AND FORTY-THREE THOUSAND FOUR HUNDRED (\$2,943,400.) DOLLARS, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York:

PARCEL 1

ALL that tract of land in the City of New Rochelle, County of Westchester and State of New York, comprising all of David's Island and that part of the submerged lands surrounding the island as confined by the following metes and bounds description:

BEGINNING at a point "one hundred and fifty feet from the head of a dock, now or formerly called the coal dock, and on a line with the northwest face of said dock," as it existed May 26, 1880 and running thence north 3° 20' east 755.00 feet to a point; north 79° 05' east 630.00 feet to a point; north 6° 12' east 1,096.00 feet to a point; north 52° 25' east 552.00 feet to a point; south 69° 18' east 647.00 feet to a point; south 36° 28' east 604.00 feet to a point; thence south 0° 35' east 1,066.00 feet to a point; south

Certification of Ownership

I, BERNIS ELIZABETH SHAPIRO, being an attorney duly admitted to the practice of law in the State of New York, hereby affirms under the penalties of perjury as follows:

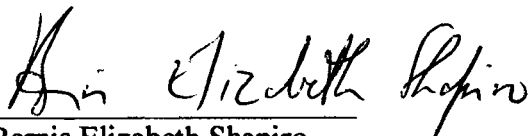
1. I am the Corporation Counsel for the City of New Rochelle, the municipality which is the applicant for State Assistance pursuant to Title 5 of Article 56 of the Environmental Conservation Law to undertake an Environmental Restoration Project known as the "Davids Island Project" ("Project").

2. The property that is the subject of the Project is known as Block 780, Lot 1 on the Tax Assessment Map of the City of New Rochelle.

3. Annexed hereto is a certified copy of the latest deed into the City of New Rochelle together with the accompanying title report. I hereby certify to the Commissioner of Environmental Conservation that to the best of my knowledge, information and belief, the City of New Rochelle has not taken any action to affect title since the 1976 title report; and

4. I make this affirmation to be attached as an exhibit and incorporated by reference into such application.

Dated: August 8, 2005



Bernis Elizabeth Shapiro

EXHIBIT A

PARCEL 1

ALL that certain lot, piece, parcel or tract of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York. Said Tract of land being all of the upland Lands of Davids Island and that part of the abutting submerged lands as contained by the following Metes and Bounds description:

BEGINNING at the most westerly point of the water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 5810 at page 712.

Thence in a clockwise direction around the Water Grant Perimeter of Davids Island aforementioned as follows:

North 7° 41' 06" East 755.007 feet
 North 83° 26' 06" East 630.275 feet
 North 10° 33' 06" East 1096.035 feet
 North 56° 46' 06" East 552.191 feet to the most northerly corner of the Water Grant Perimeter of Davids Island aforementioned;
 South 64° 56' 54" East 647.275 feet
 South 32° 06' 54" East 604.169 feet
 South 3° 46' 06" West 1066.022 feet
 South 9° 32' 54" East 834.103 feet
 South 28° 16' 06" West 426.929 feet
 South 76° 10' 06" West 1120.528 feet and
 North 43° 56' 54" West 1549.464 feet to the point or place of beginning.

The foregoing also being those lands designated as Davids Island as established by the Water Grant Perimeter of same as established by the Corps of Engineers in October 1879. (First Lt. Eugene Griffin)

EXCEPTING therefrom the following Lands:

BEGINNING at a point on the westerly side of Davids Island, said point being located

North $7^{\circ} 41' 06''$ East 755.007 feet;
 North $83^{\circ} 26' 06''$ East 630.275 feet and
 North $10^{\circ} 33' 06''$ East 106.690 feet as measured in a
 northerly direction along the westerly side of the Water Grant
 Perimeter of Davids Island from the most westerly point of the
 Water Grant Perimeter of Davids Island as established by the Corps
 of Engineers in October 1879.

Said most westerly point of the Water Grant Perimeter of Davids
 Island being located at Coordinate Position North 239346.945 and
 East 2062110.230 in accordance with the Long Island Zone of the
 New York State Plane Coordinate System. Said point of beginning
 also being the most northerly corner of the herein described
 Parcel;

thence generally in a southerly direction across Davids
 Island as follows:

South $59^{\circ} 11' 01''$ East 279.245 feet
 South $1^{\circ} 22' 17''$ West 113.839 feet
 South $55^{\circ} 06' 33''$ West 104.164 feet on a curve to the left
 having a radius of 485.00 feet and a central angle of $7^{\circ} 12' 04''$
 for 60.956 feet
 South $47^{\circ} 54' 29''$ West 251.498 feet on a curve to the left
 having a radius of 125.00 feet and a central angle of $42^{\circ} 49' 54''$
 for 93.444 feet
 South $5^{\circ} 04' 35''$ West 24.403 feet on a curve to the left
 having a radius of 405.00 feet and a central angle of $24^{\circ} 53' 30''$
 for 175.948 feet.

South $19^{\circ} 48' 55''$ East 154.807 feet
 North $44^{\circ} 13' 17''$ East 21.021 feet
 South $44^{\circ} 24' 45''$ East 804.793 feet
 South $45^{\circ} 35' 15''$ West 107.174 feet to a point on a curve at
 which point the radius bears
 North $53^{\circ} 11' 43''$ East to the center on a curve to the left
 having a radius of 787.219 feet and a central angle of $34^{\circ} 20' 49''$
 for 471.911 feet and South $71^{\circ} 09' 06''$ East 113.309 feet to a
 point on the southerly side of the Water Grant Perimeter of Davids
 Island aforementioned;

thence westerly along said line
 South $76^{\circ} 10' 06''$ West 55.561 feet to a point;

thence generally northerly and westerly across Davids Island
 as follows:
 North $71^{\circ} 09' 06''$ West 66.543 feet on a curve to the right
 having a radius of 817.219 feet and a central angle of $34^{\circ} 20' 49''$
 for 489.895 feet to a point of reverse curvature on a curve to the

- 3 -

left having a radius of 785.00 feet and a central angle of $7^{\circ} 37' 10''$ for 104.391 feet
 South $45^{\circ} 34' 33''$ West 30.000 feet
 North $44^{\circ} 24' 45''$ West 601.056 feet
 North $80^{\circ} 03' 09''$ West 145.317 feet on a curve to the left having a radius of 47.500 feet and a central angle of $44^{\circ} 13' 00''$ for 36.657 feet
 South $55^{\circ} 43' 51''$ West 33.594 feet
 South $36^{\circ} 37' 39''$ East 16.124 feet and
 South $55^{\circ} 43' 51''$ West 199.446 feet to a point on the westerly side of the Water Grant Perimeter of Davids Island aforementioned;

thence northerly along said line
 North $43^{\circ} 56' 54''$ West 101.444 feet to a point;

thence generally easterly and northerly across Davids Island as follows:

North $55^{\circ} 43' 51''$ East 212.384 feet
 South $36^{\circ} 37' 39''$ East 58.940 feet
 North $55^{\circ} 43' 51''$ East 34.624 feet on a curve to the right having a radius of 72.500 feet and a central angle of $44^{\circ} 13' 00''$ for 55.950 feet
 South $80^{\circ} 03' 09''$ East 58.429 feet
 North $56^{\circ} 48' 28''$ East 62.196 feet
 North $33^{\circ} 11' 32''$ West 20.000 feet
 North $44^{\circ} 13' 17''$ East 76.620 feet
 North $19^{\circ} 48' 55''$ West 166.980 feet on a curve to the right having a radius of 430.00 feet and a central angle of $24^{\circ} 53' 30''$ for 186.809 feet
 North $5^{\circ} 04' 15''$ East 24.403 feet on a curve to the right having a radius of 150.00 feet and a central angle of $42^{\circ} 49' 54''$ for 112.133 feet
 North $47^{\circ} 54' 29''$ East 251.498 feet on a curve to the right having a radius of 510.00 feet and a central angle of $7^{\circ} 12' 04''$ for 64.098 feet
 North $55^{\circ} 06' 33''$ East 24.524 feet and
 North $43^{\circ} 30' 00''$ West 254.839 feet to a point on the westerly side of the Water Grant Perimeter of Davids Island;

thence northerly along said line
 North $10^{\circ} 33' 06''$ East 97.912 feet to the point or place of beginning.

PARCEL II

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property:

ALL that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, New York" made by Deluze and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1329, and bounded and described as follows:

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the Northwesterly corner of Lot No. 9 as shown on said Map of Land of Charles H. Young and

running thence along the said high water line the following two courses and distances:

North 74° 55' 10" East 2.97 feet;
North 41° 33' 00" East 7.51 feet to a point;

thence
South 46° 10' 00" East parallel with and distant 10 feet as measured at right angles from the Southwesterly line of Lot No. 8, a distance of 517.15 feet to a point;

thence
North 44° 37' 52" East 7.52 feet to a point;

thence
South 48° 10' 00" East a distance of 255.78 feet to a point in the mean high water line of Long Island Sound;

thence
South 28° 20' 15" West a distance of 25.71 feet along the mean high water line of Long Island Sound to a point;

thence
North 46° 10' 00" West a distance of 263.00 feet to a point;

thence
North 44° 37' 52" East 7.50 feet to a point opposite the continuation westerly of the southwesterly line of Lot No. 8;

thence
North 48° 10' 00" West along the southwesterly line of Lot No. 8 and a continuation thereof a distance of 518.24 feet to the point or place of beginning.

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PARCEL III

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Slocum Road near the end of the railway tracks is
North $4^{\circ} 14' 40''$ West 133.09 feet and

thence running
North $42^{\circ} 27' 10''$ West 15.70 feet along the sea wall to a point;

thence
North $11^{\circ} 06' 20''$ East 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Slocum Road is
North $2^{\circ} 40' 06''$ West 94.86 feet;

thence
North $34^{\circ} 14' 00''$ East 103.10 feet to a point on the sea wall at the most northerly corner of the reservation;

thence
South $55^{\circ} 25' 00''$ East 120.62 feet to a point;

thence
South $34^{\circ} 35' 00''$ West 75.65 feet to a point;

thence
North $55^{\circ} 25' 00''$ West 44.00 feet to a point;

thence
South $34^{\circ} 35' 00''$ West 55.66 feet to a point;

thence
North $55^{\circ} 25' 00''$ West 49.98 feet to the point or place of beginning.

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Palham Road, and which said road, leads from the lands above described to the public highway.

PARCEL IV

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Port Slocum Road on the Division line between the land hereinafter described on the South and land of the City of New Rochelle on the North, said point being located South 19° 02' 25" West 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel III herein) and North 19° 02' 25" East 135.00 feet from the line of mean high water of New Rochelle Creek;

running thence from said point of beginning, North 56° 51' 39" West along the said land of the City of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane;

running thence along the southeasterly side of Harbor Lane, South 33° 08' 21" West 253.45 feet to the northeasterly side of Glen Island Approach;

running thence along the northeasterly side of Glen Island Approach, South 35° 47' 57" East 301.00 feet to the line of mean high water of New Rochelle Creek;

running thence along said line of mean high water of New Rochelle Creek, the following nine courses and distances:

North 4° 32' 23"	East 27.82 feet;
North 16° 47' 13"	East 17.27 feet;
North 23° 32' 13"	East 27.80 feet;
North 30° 20' 13"	East 34.86 feet;
North 39° 07' 58"	East 29.64 feet;
North 44° 23' 22"	East 31.69 feet;
North 55° 46' 03"	East 26.64 feet;
North 67° 56' 43"	East 18.03 feet;
North 79° 56' 43"	East 40.17 feet, to the westerly side of Port Slocum Road;

running thence along said westerly side of Port Slocum Road, North 19° 02' 25" East 135.00 feet to the point or place of beginning.

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EXCEPTING from the parcel designated IV above the following lands:

BEGINNING at a point on the easterly boundary line of Harbor Lane, said point being distant

South $33^{\circ} 08' 21''$ West 116.036 feet as measured along the easterly boundary line of Harbor Lane from the division line between Land of the City of New Rochelle (Neptune Park) on the North and Land belonging to Consolidated Edison Company of New York, Inc. on the South. Said point of beginning being the northwesterly corner of the parcel herein described;

thence easterly
South $54^{\circ} 43' 47''$ East 100.069 feet to the northeasterly corner of the herein described parcel;

thence southerly $33^{\circ} 08' 21''$ West 172.202 feet to a point on the northerly side of the Glen Island Approach and the southeasterly corner of the parcel herein described;

thence westerly along the northerly side of The Glen Island Approach
North $35^{\circ} 47' 57''$ West 107.159 feet to its intersection with the easterly boundary line of Harbor Lane and the southwesterly corner of the parcel herein described;

thence northerly along the easterly boundary line of Harbor Lane
North $33^{\circ} 08' 21''$ East 137.414 feet to the point or place of beginning.

"also known on the official tax map of the City of New Rochelle as Section 2, Block 492 and Lot 1, Section 2, Block 490 and Lot 1 and Section 2, Block 780 and Lot 1.

provided, however, that the real property conveyed hereby shall be used exclusively for public purposes while the party of the second part retains fee title; and further provided that if said real property shall be sold by the party of the second part, the proceeds of such sale shall be used for any public purpose.

Introduced:

Adopted:

No.

Moved by

Seconded by

Approved as to form

Corporation Counsel

	Yeas	Nays
RIPPA	X	
DOCTOROW	X	
O'TOOLE	X	
SCHER	X	
TOSCANINI	X	

SUBJECT
OR
TITLE

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER TO CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., ON BEHALF OF THE CITY OF NEW ROCHELLE, A WRITTEN ACCEPTANCE OF THE OFFER OF THE SAID COMPANY TO CONVEY CERTAIN PROPERTIES TO THE CITY OF NEW ROCHELLE AND SETTING FORTH CERTAIN CONDITIONS THEREFOR.

BE IT RESOLVED by the Council of the City of New Rochelle as follows:

Section 1. The City Manager is hereby authorized to execute and deliver, by May 15, 1976, to Consolidated Edison Company of New York, Inc., on behalf of the City of New Rochelle, a written acceptance of the offer of the said company to convey certain property described as David's Island and its appurtenant mainland property, as a gift, being the same property heretofore conveyed by the City to the said company by deed dated September 28, 1968 and recorded on September 30, 1968 in the Westchester County Clerk's Office, Division of Land Records, subject to certain easements in favor of the said company and subject to the reservation of title by said company of certain portions of the properties, as described in letters from Consolidated Edison Company of New York, Inc., to Mayor Vincent R. Ripa, dated April 27, 1976 and May 7, 1976.

Section 2. The acceptance authorized in Section 1. above shall be conditioned upon:

a. The receipt by the City of a title report from the Title Guarantee Company showing the ability of the Grantor to convey a good and marketable title to the premises proposed to be conveyed and with no exceptions other than those set forth in the title policy issued by the said company to the City under date of May 1, 1967 under title number 6117624 and subject to such easements in favor of Consolidated Edison Company of New York, Inc. and such reservations of title as are described in Section 1. above;

b. The receipt by the City from Consolidated Edison Company of New York, Inc. of a survey ~~showing the easements and reservations of title to be retained by the said company in satisfactory form for certification to the Title Guarantee Company.~~

Section 3. The City Manager is hereby authorized to obtain fee title insurance and a title report of the property proposed to be conveyed promptly after the passage of this resolution and to accept a good bargain and sale deed with

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covenant against Grantor's acts, satisfactory to the Title Guarantee Company, on or before June 11, 1975 so long as the title report received shows a good and marketable title as described in Section 2.2, above.

Section 4. The City Manager is hereby authorized to grant to Consolidated Edison Company of New York, Inc. a temporary construction easement and a permanent easement for the installation and maintenance of an underground transmission line through and under a portion of Neptune Park, upon the agreement of the company to modify the location presently shown for the underground transmission line proposed to be installed in a portion of the mainland property to be conveyed to the City, so as to encumber the said property as little as possible, and the execution and delivery of such modification in suitable form to the City by the company.

AGREEMENT AND WARRANTY OF CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

Consolidated Edison Company of New York, Inc.,
hereinafter referred to as "Con Edison", hereby agrees and
warrants as follows:

That the use by it and its successors and assigns
of the perpetual easement, encumbering a portion of the
island property, described on page 7 and the upper half of
page 8 of Exhibit A to the deed dated April 28, 1976 from it
to Davids Island Development Corp., recorded in the Westchester
County Clerk's Office, Division of Land Records in liber 7325 of
deeds at page 240, "for any purpose whatsoever" as set forth
therein, shall be restricted to the period of construction of
the 345 KV Transmission line and related manholes on, across
and under the said island property and the period of construc-
tion of cable cooling facilities on the said island property.
Upon the completion of such construction, the said perpetual
easement area shall be used by Con Edison, its successors and
assigns, only for ingress, egress, landing and embarking equip-
ment, vehicles, personnel and materials and no obstruction,
construction or installations shall be placed or made thereon
that may or will hinder or obstruct the free use of said ease-
ment area by the City of New Rochelle, its successors and
assigns for ingress to and egress from the said island property,
jointly with Con Edison, its successors and assigns.

This agreement and warranty is made by Con Edison on the condition that the joint use of said easement area by the City of New Rochelle, its successors and assigns, as aforesaid, shall not hinder or obstruct the use thereof by Con Edison, its successors and assigns, for the purposes described above, and by the acceptance of this deed the City of New Rochelle, for itself and its successors and assigns, so agrees.

This agreement and warranty is further made by Con Edison, knowing that the City of New Rochelle relies thereon in the acceptance of this deed from Davids Island Development Corp. and Con Edison agrees that this agreement shall run with the land and be binding upon it and its successors and assigns.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

By Arthur Hausburg
Arthur Hausburg,
President

Attest:
Peter A. Irwin
Peter A. Irwin
Assistant Secretary
(Seal)

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

On the 9th day of June, 1976, before me personally came ARTHUR HAUSPURG, to me known, who, being by me duly sworn, did depose and say that he resides at 5 John Jay Place, Rye, New York 10580, that he is President of Consolidated Edison Company of New York, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

Robert P. Selva

ROBERT P. SELVA
Notary Public, State of New York
No. 2917643
Qualified in New York County
Commission Expires March 30, 1978

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs and assigns of the party of the second part forever.

This indenture is delivered as a gift in accordance with the provisions of the attached Resolution.

Subject to the following:

- (a) Reservations of easements and rights of way contained in a certain deed between Consolidated Edison Company of New York, Inc. and the party of the first part dated April 28, 1976 and recorded in the Westchester County Clerk's Office on April 29, 1976 in Liber 7325, page 240 of Deeds.
- (b) Covenants, conditions, agreements, reservations, restrictions, and easements of record.
- (c) Any claim arising by reason of any portion of the premises conveyed hereby lying offshore of the actual line of solid fill.
- (d) The effect of existing federal law with respect to any lands that may now be or formerly have been under water.
- (e) Such facts as an accurate survey and a personal inspection would reveal.

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

AND the party of the first part in compliance with Section 11 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

DAVIDS ISLAND DEVELOPMENT CORP.

F. J. Hunziker Jr.
F. J. HUNZIKER, JR.
Vice President

Carl M. Greene
Secretary



STATE OF NEW YORK, COUNTY OF

On the 10th day of June 19 76 before me personally came F. J. Hunziker, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at No. 12 Chamberlain Street, Rye, New York 10580 that he is the Vice President of Davids Island Development Corp., the corporation described

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Robert A. Nelyo
Notary Public, State of New York
No. 4517418
Qualified in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

REAL ESTATE STATE OF *
TRANSFER TAX NEW YORK *
D/P of 00.00 *
Issued JUL 15 76 *
& 12,000 *
Pg 1000 *

Margain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. 6157617
DAVIDS ISLAND DEVELOPMENT CORP.

TO
CITY OF NEW ROCHELLE

STANDARD FORM OF NEW YORK BOARD OF TITLE GUARANTIES
Disseminated by
THE TITLE GUARANTEE COMPANY
INCORPORATED 1922 IN NEW YORK

SECTION 2 2 2
BLOCK 492 490 780
LOT 1 1 1
COUNTY OR TOWN City of New Rochelle
Tax Assessment Map

Recorded At Request of The Title Guaranty Company
RETURN BY MAIL TO:

Maxwell E. Charat, Esq.
Corporation Counsel
City of New Rochelle
Department of Law
City Hall
New Rochelle, New York Zip No. 10801

REUSE THE SPACE FOR USE OF RECORDING OFFICE

RECEIVED
RECORDING OFFICE
JUN 15 1976

Subj. No.	22838
Rec'd. On	6/15/76
Filed On	6/15/76
Cust. Ref.	1
Doc. Ref.	1
Index	1
Retained	22838

The Title Guarantee Company

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF NEW ROCHELLE County of Westchester, N. Y. A true copy of the original DEED & AGREEMENT

recorded JUNE 15, 1976 at 1:14 PM

GEORGE R. MORROW, County Clerk.

TIME 12

Standard N.Y. & U. Form 9007 - 1-41-2046 - Register and Sale Deed, with Certificate of Grant of Lien-Indemnity in Corporation.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.
LIR 7332 PAGE 124

9:30 P
DEPT

THIS INDENTURE, made the 10th day of June, nineteen hundred and seventy-six
BETWEEN DAVIDS ISLAND DEVELOPMENT CORP., a corporation organized
and existing under and by virtue of the laws of the State of New
York, having an office at No. 210 Westchester Avenue, City of White
Plains, County of Westchester, State of New York

party of the first part, and

CITY OF NEW ROCHELLE, a domestic municipal corporation, with its
offices at No. 515 North Avenue, City of New Rochelle, County of
Westchester, State of New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the acceptance by the party
of the second part of the real property conveyed hereby as a gift,
does hereby grant and release unto the party of the second
part, the ~~whole~~ ^{whole} ~~of~~ ^{of} successors and assigns of the party of the second
part, forever.

by the party of the second part, does hereby grant and release unto the party of the first part, the heirs or
successors and assigns of the party of the second part forever,

those
ALL ~~the~~ certain ~~plus~~ ^{plus} ~~piece~~ ^{piece} ~~or~~ ^{or} ~~part~~ ^{part} ~~of~~ ^{of} ~~the~~ ^{the} ~~land~~ ^{land}, with the buildings and improvements thereon erected, situate,
lying and being in the City of New Rochelle, County of Westchester and
State of New York, all as described in Exhibit A attached hereto
and made a part hereof.

07185

JUN 18 878
JUN 18 1976
JUN 18 1976

Excerpt
7381 DEED 426
NATL. ARCHIVE



004776167

TITLE INSURANCE POLICY

THE TITLE GUARANTEE COMPANY and PIONEER NATIONAL TITLE INSURANCE COMPANY

THE TITLE GUARANTEE COMPANY, a New York Corporation, and PIONEER NATIONAL TITLE INSURANCE COMPANY, a California Corporation, jointly and severally, together herein called "the Company," in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason or any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, the companies have caused their corporate names and seals to be hereunto affixed by their duly authorized officers.

PIONEER NATIONAL TITLE INSURANCE COMPANY THE TITLE GUARANTEE COMPANY

By *John E. Flood, Jr.*.....
President

Attest *John J. Engle*.....
Secretary

By *John A. Black*.....
President

Attest *Harriet G. Black*.....
Secretary

Validating Officer
or Agent *John Conway*.....

CONDITIONS OF THIS POLICY

Section 1

DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means The Title Guarantee Company and Pioneer National Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section 2 DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section 3 CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender

and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section 4

NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section 5

PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

Policy No. 6157617

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy

PARCEL I

ALL that certain lot, piece, parcel or tract of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York. Said Tract of land being all of the upland Lands of Davids Island and that part of the abutting submerged lands as contained by the following Metes and Bounds description:

BEGINNING at the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6810 at page 712.

Thence in a clockwise direction around the Water Grant Perimeter Davids Island aforementioned as follows:

North 7° 41' 06" East 755.007 feet
 North 83° 26' 06" East 630.275 feet
 North 10° 33' 06" East 1096.035 feet
 North 56° 46' 06" East 552.191 feet to the most northerly corner of the Water Grant Perimeter of Davids Island aforementioned;
 South 64° 56' 54" East 647.275 feet
 South 32° 06' 54" East 604.169 feet
 South 3° 46' 06" West 1066.022 feet
 South 9° 32' 54" East 834.103 feet
 South 28° 16' 06" West 426.929 feet
 South 76° 10' 06" West 1120.528 feet and
 North 43° 56' 54" West 1549.464 feet to the point or place of beginning.

The foregoing also being those lands designated as Davids Island as established by the Water Grant Perimeter of same as established by the Corps of Engineers in October 1879. (First Lt. Eugene Griffin)

EXCEPTING therefrom the following Lands:

BEGINNING at a point on the westerly side of Davids Island, said point being located

North 7° 41' 06" East 755.007 feet;
 North 83° 26' 06" East 630.275 feet and
 North 10° 33' 06" East 106.690 feet as measured in a northerly direction along the westerly side of the Water Grant Perimeter of Davids Island from the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879.

(over)

Said most westerly point of the Water Grant Perimeter of Davids Island being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the most northerly corner of the herein described Parcel;

thence generally in a southerly direction across Davids Island as follows:

South 59° 11' 01" East 279.245 feet
South 1° 22' 17" West 113.039 feet
South 55° 06' 33" West 104.164 feet on a curve to the left having a radius of 485.00 feet and a central angle of 7° 12' 04" for 60.956 feet
South 47° 54' 29" West 251.498 feet on a curve to the left having a radius of 125.00 feet and a central angle of 42° 49' 54" for 93.444 feet
South 5° 04' 35" West 24.403 feet on a curve to the left having a radius of 405.00 feet and a central angle of 24° 53' 30" for 175.948 feet
South 19° 48' 55" East 154.807 feet
North 44° 13' 17" East 21.021 feet
South 44° 24' 45" East 804.793 feet
South 45° 35' 15" West 107.174 feet to a point on a curve at which point the radius bears
North 53° 11' 43" East to the center on a curve to the left having a radius of 787.219 feet and a central angle of 34° 20' 49" for 471.911 feet and South 71° 09' 06" East 113.309 feet to a point on the southerly side of the Water Grant Perimeter of Davids Island aforementioned;

thence westerly along said line

South 76° 10' 06" West 55.561 feet to a point;

thence generally northerly and westerly across Davids Island as follows

North 71° 09' 06" West 66.543 feet on a curve to the right having a radius of 817.219 feet and a central angle of 34° 20' 49" for 489.895 feet to a point of reverse curvature on a curve to the left having a radius of 785.00 feet and a central angle of 7° 37' 10" for 104.391 feet
South 45° 34' 33" West 30.000 feet
North 44° 24' 45" West 601.056 feet
North 80° 03' 09" West 145.317 feet on a curve to the left having a radius of 47.500 feet and a central angle of 44° 13' 00" for 36.657 feet
South 55° 43' 51" West 33.594 feet
South 36° 37' 39" East 16.124 feet and
South 55° 43' 51" West 199.446 feet to a point on the westerly side of the Water Grant Perimeter of Davids Island aforementioned;

thence northerly along said line

North 43° 56' 54" West 101.444 feet to a point;

thence generally easterly and northerly across Davids Island as follows

North 55° 43' 51" East 212.384 feet
South 36° 37' 39" East 58.940 feet
North 55° 43' 51" East 34.624 feet on a curve to the right having a radius of 72.500 feet and a central angle of 44° 13' 00" for 55.950 feet
South 80° 03' 09" East 58.429 feet
North 56° 48' 28" East 62.196 feet
North 33° 11' 32" West 20.000 feet

(over)

North 44° 13' 17" East 76.620 feet
North 19° 48' 55" West 166.980 feet on a curve to the right having a radius of 430.00 feet and a central angle of 24° 53' 30" for 186.809 feet
North 5° 04' 35" East 24.403 feet on a curve to the right having a radius of 150.00 feet and a central angle of 42° 49' 54" for 112.133 feet
North 47° 54' 29" East 251.498 feet on a curve to the right having a radius of 510.00 feet and a central angle of 7° 12' 04" for 64.098 feet
North 55° 06' 33" East 24.524 feet and
North 43° 30' 00" West 254.839 feet to a point on the westerly side of the Water Grant Perimeter of Davids Island;

thence northerly along said line,

North 10° 33' 06" East 97.912 feet to the point or place of beginning.

ALSO excepting the easements and Right of Way contained in Deed from Consolidated Edison Company of New York to Davids Island Development Corp. recorded in Liber 7325 cp 240.

PARCEL II

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property:

ALL that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, N.Y." made by DeLuze and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1329, and bounded and described as follows:

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the Northwesterly corner of Lot No. 9 as shown on said Map of Land of Charles H. Young and

running thence along the said high water line the following two courses and distances:

North 74° 55' 10" East 2.97 feet;

North 41° 33' 00" East 7.51 feet to a point;

thence

South 48° 10' 00" East parallel with and distance 10 feet as measured at right angles from the Southwesterly line of Lot No. 8, a distance of 517.15 feet to a point;

thence

North 44° 37' 52" East 7.52 feet to a point;

thence

South 48° 10' 00" East a distance of 255.78 feet to a point in the mean high water line of Long Island Sound;

thence

South 28° 20' 15" West a distance of 25.71 feet along the mean high water line of Long Island Sound to a point;

thence
North 48° 10' 00" West a distance of 263.00 feet to a point;

thence
North 44° 37' 52" East 7.50 feet to a point opposite the continuation
westerly of the southwesterly line of Lot No. 8;

thence
North 48° 10' 00" West along the southwesterly line of Lot No. 8 and
a continuation thereof a distance of 518.24 feet to the point or place
of beginning.

PARCEL III

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Slocum Road near the end of the railway tracks is

North 4° 14' 40" West 133.09 feet and

thence running
North 42° 27' 10" West 15.70 feet along the sea wall to a point;

thence
North 11° 06' 20" East 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Slocum Road is

North 2° 40' 06" West 94.86 feet;

thence
North 34° 14' 00" East 103.10 feet to a point on the sea wall at the most northerly corner of the reservation;

thence
South 55° 25' 00" East 120.62 feet to a point;

thence
South 34° 35' 00" West 75.65 feet to a point;

thence
North 55° 25' 00" West 44.00 feet to a point;

thence
South 34° 35' 00" West 55.66 feet to a point;

thence
North 55° 25' 00" West 49.98 feet to the point of beginning.

(over)

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Pelham Road, and which said road, leads from the lands above described to the public highway.

PARCEL IV

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slocum Road on the Division line between the land hereinafter described on the South and land of the City of New Rochelle on the North, said point being located South 19° 02' 25" West 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel III herein) and North 19° 02' 25" East 135.00 feet from the line of mean high water of New Rochelle Creek;

running thence from said point of beginning,
North 56° 51' 39" West along the said land of the City of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane;

running thence along the southeasterly side of Harbor Lane,
South 33° 08' 21" West 253.45 feet to the northeasterly side of Glen Island Approach;

running thence along the northeasterly side of Glen Island Approach, South 35° 47' 57" East 301.00 feet to the line of mean high water of New Rochelle Creek;

running thence along said line of mean high water of New Rochelle Creek, the following nine courses and distances:

North 4° 32' 23" East 27.82 feet;
North 16° 47' 13" East 17.27 feet;
North 23° 32' 13" East 27.80 feet;
North 30° 20' 13" East 34.86 feet;
North 39° 07' 58" East 29.64 feet;
North 44° 23' 22" East 31.69 feet;
North 55° 46' 03" East 26.64 feet;
North 67° 56' 43" East 18.03 feet;
North 79° 56' 43" East 40.17 feet, to the westerly side of Fort Slocum Road;

running thence along said westerly side of Fort Slocum Road,
North 19° 02' 25" East 135.00 feet to the point or place of beginning.

EXCEPTING from the parcel designated IV above the following lands:

BEGINNING at a point on the easterly boundary line of Harbor Lane, said point being distant

dmb

(over)

South 33° 08' 21" West 116.036 feet as measured along the easterly boundary line of Harbor Lane from the division line between Land of the City of New Rochelle (Neptune Park) on the North and Land belonging to Consolidated Edison Company of New York, Inc. on the South. Said point of beginning being the northwesterly corner of the parcel herein described;

thence easterly
South 54° 43' 47" East 100.069 feet to the northeasterly corner of the herein described parcel;

thence southerly 33° 08' 21" West 172.202 feet to a point on the northerly side of The Glen Island Approach and the southeasterly corner of the parcel herein described;

thence westerly along the northerly side of The Glen Island Approach North 35° 47' 57" West 107.159 feet to its intersection with the easterly boundary line of Harbor Lane and the southwesterly corner of the parcel herein described;

thence northerly along the easterly boundary line of Harbor Lane North 33° 08' 21" East 137.414 feet to the point or place of beginning.

ALSO EXCEPTING the easement and Right of Way contained in Deed from Consolidated Edison Company of New York to Davids Island Development Corp. recorded in Liber 7325 cp 240.

"also known on the official tax map of the City of New Rochelle as Section 2, Block 492 and Lot 1, Section 2, Block 490 and Lot 1 and Section 2, Block 780 and Lot 1."

THE TITLE GUARANTEE COMPANY and PIONEER NATIONAL TITLE INSURANCE COMPANY

Name of Insured

Policy No. 6157617

CITY OF NEW ROCHELLE

Amount of Insurance \$ 2,250,000.00

Date of Issue 6/15/76

The estate or interest insured by this policy is a fee simple vested in the insured by means of a deed made by Davids Island Development Corp. to the insured dated 6/10/76, recorded 6/15/76.

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
 2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
 3. Zoning restrictions or ordinances imposed by any governmental body.
 4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
 5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
 6. Compliance by the buildings or other erections upon the premises or their use with Federal, State and Municipal laws, regulations and ordinances.
 7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
- A. Covenants and Restrictions affecting Parcel 4 in Liber 1140 cp 148, repeated in Liber 1289 cp 288, but policy insures that there is no reversion or right of reversion.
 - B. Reservations and Conditions affecting Parcel 1 in Liber 39 Letters Patent page 39.
 - C. Covenants and Conditions affecting Parcel 3 in Liber 2181 cp 217.
 - D. Covenants and Conditions affecting Parcel 4 in Liber 3140 cp 177.
 - E. Reservations and Conditions affecting Parcel 4 in Liber 51 Letters Patent page 7.
 - F. Reservations and Conditions affecting Parcel 4 in Liber 3222 cp 221.
 - G. No title is insured to those portions of Parcels 1, 3 and 4 lying out shore of the actual line of solid fill.

(over)

dmb

Policy No. 6157617

SCHEDULE B (continued)

- H. Policy insures that the covenants or condition relating to the use of the premises for "Park" purposes as contained in Liber 3222 cp 221 is no longer enforceable.
- I. Utility Easement affecting Parcel 2 in Liber 1431 cp 377.
- J. Franchise Taxes vs. Consolidated Edison Company of New York, Inc Incorporated 11/10/1884; owes report & taxes for quarter ending 1/76 - Section 186. Policy insures that said taxes will not be collected out of premises described in Schedule A.
- K. Reservation of easements and rights of way contained in Liber 7325 cp 240, and to be contained in deed of correction recorded 6/15/76 in Liber 7332 cp 720.
- L. Survey covering Parcel I and more made by James W. Delano dated 5/18/76 shows no variations. Interior buildings, structures and related appurtenances (former Ft. Slocum Complex) are not located.
- M. Survey of Parcel II by Thomas John McEvoy dated 4/25/67 shows no variations. Any state of facts an accurate survey might show since said date.
- N. Survey of Parcel III covering premises in Schedule A and more made by James W. Delano dated 5/18/76 shows no variations. Interior building, structure and related appurtenances are not located.
- O. Any state of facts which a personal inspection might disclose.
- P. Title is subject to the effect of existing Federal Law with respect to any lands that may now or formerly have been under water.
- Q. Same to be effective as of the effective date of our policy, to with: June 15, 1976. Survey of Parcel IV made by James W. Delano on 5/18/76 shows no variations. Interior building, structures and related appurtenances are not located.
- R. 1976 City Tax 2nd half open, due 7/1/76.

Section 6 COINSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a coinsurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing coinsurance provisions shall not apply to any loss arising out of a lien or incumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section 7 ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other

member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section 8 SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section 9 MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section 10 NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section 11 POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section 12 VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

ENDORSEMENTS



First American Title Insurance Company

188 East Post Road, 4th Floor
White Plains, New York 10601

Phone: (914)428-3433

Fax: (914)428-0159

TITLE NUMBER: 3004-119747

SUBMITTED BY:

APPLICATION DATE:

12/14/2005

REPORT DATE: 12/27/2005

TYPED BY: UPC Temp4

AMENDED DATE: 12/27/2005

APPLICANT:

Kathleen Gill
City of New Rochelle, Law Dept.
515 North Avenue
New Rochelle
Phone #
Fax #

BANK ATTORNEY:

SELLER'S ATTORNEY:

REF:

ADDITIONAL COPIES:

TRANSACTION TYPE:

Search Package

AMOUNT OF INSURANCE:

FEE: \$ 0.00

MTGE: \$ 0.00

INSURED MORTGAGEE:

, its successors and/or assigns as their interest may appear

INSURED FEE:

Will Advise

RECORD OWNER:

City of New Rochelle

PREMISES:

Davids Island,
New Rochelle, New York

DISTRICT

SECTION

BLOCK

LOTS

COUNTY OF:

TOWN:

2

780

1

Westchester

FILED MAP:

Large Parcel of Land-Cost to be determined upon receipt of Examination title

APP DESC:

UNIT #:

SURVEY INSTRUCTIONS: None

IF THIS IS A REFINANCE WITHIN TEN YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. CONTACT THIS COMPANY IMMEDIATELY FOR DETAILS.

Order Confirmation

-SEE ATTACHED PRELIMINARY INVOICE FOR LIST OF CHARGES AND MUNICIPAL SEARCHES ORDERED-



First American Title Insurance Company

**188 East Post Road, 4th Floor
White Plains, New York 10601**

Phone: (914)428-3433

Fax: (914)428-0159

Date: December 27, 2005

City of New Rochelle
Davids Island, New Rochelle, NY

Title No.:3004-119747

***IF THIS IS A REFINANCE WITHIN TEN YEARS, YOU MAY
BE ENTITLED TO A REDUCED PREMIUM. CONTACT THIS
COMPANY IMMEDIATELY FOR DETAILS***

An order has been placed with this company for a mortgage title insurance policy. The purpose of this letter is to provide you with important information regarding the title insurance premium that you will be charged for the Loan Policy that will be issued in connection with this application.

Eligibility for a discounted title insurance premium will depend on whether a policy of title insurance insuring the borrower's ownership of the property or a policy of title insurance insuring a mortgage on the property was issued within the last ten years from any title insurance company licensed in New York State.

PLEASE PROVIDE THIS COMPANY WITH:

- A copy of any title insurance policy that has been issued for the property within the past ten years, or
- A Closing Statement confirming payment of a premium for the prior title insurance policy and the policy amount, and
- Evidence of the amount due on the existing mortgage being refinanced which amount will be confirmed by the payoff statement at closing.

You or your attorney may mail or fax this information, with reference to your title number, to the address and/or fax number of the Company at 188 East Post Road, 4th Floor, White Plains, NY 10601, (914)428-0159 .



CERTIFICATE OF TITLE

First American Title Insurance Company of New York

Title No. 3004-119747

First American Title Insurance Company of New York ("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

First American Title Insurance Company of New York

By:

Margaret J. O'Brien, Secretary

By:

James M. Orphanides, President

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 deeds 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 or 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 ACTION BASED UPON THE CONTENTS HEREOF.
 2. THE COMPANY'S 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 per centum 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 survey 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 search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
 6. This 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 of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
- 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.
- 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.

First American Title Insurance Company of New York

THE ALTA OWNER'S POLICY (10/17/92), WITH NEW YORK ENDORSEMENT (9/1/93), CONTAINS THE FOLLOWING INSURANCE COVERAGE AND EXCLUSIONS FROM COVERAGE.

OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, First American Title Insurance Company of New York, a New York Corporation, herein called the Company, insures, as Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM OWNER'S COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of operation of federal bankruptcy, state insolvency similar creditors' rights laws that is based on: (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SPECIAL NEW YORK OWNER'S PROVISIONS

If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents.

*First American Title
Insurance Company
of New York*



**THE FIRST
AMERICAN
CORPORATION**

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.FirstAmNY.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms or in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliate companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliate companies, or to other financial institutions with whom we or our affiliate companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Pay 0 Capital Gains

On The Sale of Your Property!

Let the Qualified Intermediaries at First American Exchange show you how to maximize your real estate assets through the advantages of 1031 Tax Free Exchanges.

- EXCHANGES AND REVERSE EXCHANGES STRUCTURED
- LOW COST FOR STRUCTURING
- HIGH INTEREST PAID ON CASH BALANCES
- SEAMLESS PROCESS

CALL THE 1031 EXCHANGE HELPLINES TO HAVE ALL YOUR QUESTIONS ANSWERED

Paula S. Zimmerman, Esq.
212-551-9438
pzimmerman@firstamny.com

*First American
Exchange Corporation*



*First American
Title Insurance Company
of New York*

www.firstamny.com

First American Title Insurance Company of New York is a wholly owned subsidiary of First American Title Insurance Company.
First American Exchange Corporation is a wholly owned subsidiary of First American Title Insurance Company of New York

NYSE: FAF



**First American
Title Insurance Company
of New York**

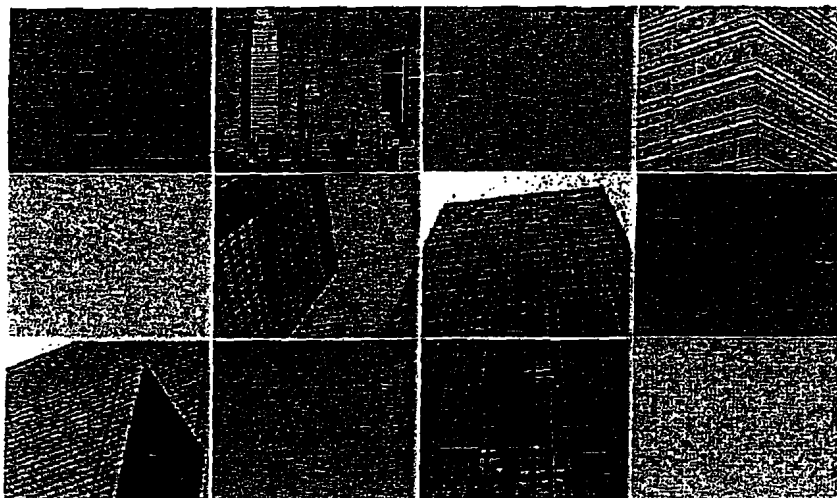
Cooperative Lien Search Specialists

**FIRST AMERICAN
TITLE INSURANCE
COMPANY OF NEW
YORK**

**PROUDLY ANNOUNCES
THE ACQUISITION OF**

**MODERN ABSTRACT
CORPORATION**

**MODERN ABSTRACT
CORPORATION IS A FULL
SERVICE COOPERATIVE
ABSTRACT COMPANY
THAT HAS BEEN
COMMITTED TO
PROVIDING
PERSONALIZED SERVICE
FOR OVER 20 YEARS**



Services

- Cooperative Lien Searches with \$50,000 Limited Liability - \$250.00
- All UCC Filings - \$75.00
- ACRIS E-Tax Forms for Cooperatives - \$100.00
- Eagle 9th UCC Residential Cooperative Interest Insurance Policy - Designed under New York State's revised UCC Article 9 for the cooperative unit lender - Exclusively made available from First American

Headed by Eva-Marie Davis, Modern's new location is at 633 Third Avenue in New York and offers easy on-line ordering and status at www.modernabstract.com or can be reached at (212) 334-1181. Eva and her entire professional & knowledgeable staff are waiting to show you what the unbeatable partnership of First American Title and Modern Abstract can do for you! Please feel free to contact Modern Abstract directly or your local First American Sales Representative to learn more!



CONTACT US AT:

633 THIRD AVENUE, NEW YORK, NY 10017

TEL: 212-334-1181 FAX: 212-334-9296



First American Title Insurance Company of New York
188 East Post Road, 4th Floor, White Plains, NY 10601
(914)428-3433 - Fax (914)428-0159

For your convenience, the following are members of our staff who are able to assist you with all title matters) :-

WHITE PLAINS BRANCH OPERATIONS

<u>BRANCH OPERATIONS</u>	<u>DIRECT DIAL</u>	<u>DIRECT FAX</u>	<u>E-MAIL ADDRESS</u>
<u>CUSTOMER SERVICE</u>			
Gail P. Benkwitt, Vice President	(914) 286-6458	(212)331-1408	gbenkwitt@firstam.com
Nancy Belfatto, Asst. Vice President	(914) 286-6437	(212) 331-1407	nbelfatto@firstam.com
Jackie Mdanat	(914) 286-6427	(212) 331-1660	jmdanat@firstam.com
Claire Mione	(914) 286-6479	(212) 331-1500	cmione@firstam.com
<u>ESCROW</u>			
Barbara Carroll, Vice President	(914) 286-6423	(212) 331-1412	bcarroll@firstam.com
Deildre Randolph	(914) 286-6422	(212) 331-1630	drandolph@firstam.com
Lidia Sagginario	(914) 286-6487	(646) 487-1360	lsagginario@firstam.com
<u>CLOSINGS</u>			
Carmen Casilla	(914) 286-6450	(212) 331-1431	ccasilla@firstam.com
Rosa Arias	(914) 286-6443	(212) 331-1594	rarias@firstam.com
<u>POLICIES</u>			
Rosa Arias	(914) 286-6443	(212) 331-1594	rarias@firstam.com
<u>RECORDINGS</u>			
Jennifer Noto, Vice President	(914) 286-6416	(212) 331-1623	jnoto@firstam.com
Jorge Gamboa	(914) 286-6476	(212) 331-1612	jgamboa@firstam.com
Mary Joy Hughes	(914) 286-6452	(212) 331-1447	marhughes@firstam.com
Laura Sanossian	(914) 286-6442	(212) 331-1425	lsanossian@firstam.com
<u>LEGAL DEPARTMENT</u>			
Joseph DeSalvo, Vice President & Counsel	(914) 286-6415	(212) 331-1455	jdesalvo@firstam.com
Lisa Rainone, Counsel	(914) 286-6428	(646) 487-1368	lrainone@firstam.com
Antonio Vozza, Counsel	(914) 286-6426	(646) 487-6932	avozza@firstam.com
Alexandra Escalera, Clearance Officer	(914) 286-6403	(646) 487-6426	aescalera@firstam.com
Jennifer Noto, Vice President, Sr. Clearance Officer	(914) 286-6416	(212) 331-1623	jnoto@firstam.com
Doris Lim, Vice President, Clearance Assistant	(914) 286-6419	(212) 331-1617	dlim@firstam.com
Joy Findley, Escrows & Clearance Assistant	(914) 286-6482	(212) 331-1531	rofindley@firstam.com
Bruna Magri, Clearance Assistant	(914) 286-6438	(212) 331-1469	bmagri@firstam.com
Melissa Delabarrera, Clearance Assistant	(914) 286-6441	(212) 331-1674	mdelabarrera@firstam.com

For closing charges please call Customer Service or your salesperson



First American Title Insurance Company of New York

188 East Post Road, 4th Floor

White Plains, NY 10601

Phone: (914)428-3433 / Fax: (914)428-0159

PR: NYORK

Ofc: 3004 (1381)

Invoice

To: City of New Rochelle, Law Dept.
515 North Avenue
New Rochelle

Invoice No.: 300419199

Date: 12/27/2005

Our File No.: 3004-119747

Title Officer: Lisa Rainone / LRAINONE

Escrow Officer: WPO Clearance / WPOCLEAR

Customer ID: SAL21522

Attention: Kathleen Gill

Your Reference No.:

RE: Property:
Davids Island, New Rochelle, NY

Liability Amounts

Owners:

Lenders:

Buyers: Will Advise

Sellers: City of New Rochelle

Description of Charge	Invoice Amount
Tax Search	\$60.00

INVOICE TOTAL \$60.00

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department*



First American Title Insurance Company of New York

Proposed Insured
Purchaser:
Mortgagee:

Title No.: 3004-119747
Effective Date: 11/18/2005
Redated:

Amount of Insurance:
Fee:
Mortgage:

CERTIFICATE OF TITLE

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule "A", subject to the liens, encumbrances and other matter, if any, set forth in this certificate may be conveyed and or mortgaged by:

CITY OF NEW ROCHELLE, recited as being a domestic municipal corporation

Which acquired title by the following deeds:

- 1) From Consolidated Edison Company of New York, Inc., recited as being a domestic corporation to Davids Island Development Corp., recited as being a domestic corporation, by deed dated 4/28/1976 and recorded 4/29/1976 in Liber 7325 Cp 240; and
- 2) From Davids Island Development Corp., recited as being a domestic corporation to the City of New Rochelle, recited as being a domestic municipal corporation, by deed dated 6/10/1976 and recorded 6/15/1976 in Liber 7332 Cp 724. (no consideration deed)

Premises described in Schedule "A" are known as:

Address: Davids Island,
New Rochelle, New York

County: Westchester

City: New Rochelle

District:

Section: 2

Block: 780

Lot: 1

**For any Title Clearance Questions
on this Report please call
LISA ANN RAINONE, ESQ.
(914)428-3433**



First American Title Insurance Company of New York

Title No. 3004-119747

SCHEDULE "A"

ALL THAT CERTAIN LOT, PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE CITY OF NEW ROCHELLE, COUNTY OF WESTCHESTER AND STATE OF NEW YORK. SAID TRACT OF LAND BEING ALL OF THE UPLAND LANDS OF DAVIDS ISLAND AND THAT PART OF THE ABUTTING SUBMERGED LANDS AS CONTAINED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT THE MOST WESTERLY POINT OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND AS ESTABLISHED BY THE CORPS OF ENGINEERS IN OCTOBER 1879. SAID POINT OF BEGINNING BEING LOCATED AT COORDINATE POSITION NORTH 239346.945 AND EAST 2062110.230 IN ACCORDANCE WITH THE LONG ISLAND ZONE OF THE NEW YORK STATE PLANE COORDINATE SYSTEM. SAID POINT OF BEGINNING ALSO BEING THE POINT OF BEGINNING OF PARCEL NO. 1 OF A CERTAIN DEED FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, IN LIBER 6810 AT PAGE 712.

THENCE IN A CLOCKWISE DIRECTION AROUND THE WATER GRANT PERIMETER OF DAVIDS ISLAND AFOREMENTIONED AS FOLLOWS:

NORTH 7° 41' 06" EAST 755.007 FEET
NORTH 83° 26' 06" EAST 630.275 FEET
NORTH 10° 33' 06" EAST 1096.035 FEET
NORTH 56° 46' 06" EAST 552.191 FEET TO THE MOST NORTHERLY CORNER OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND AFOREMENTIONED;
SOUTH 64° 56' 54" EAST 647.275 FEET
SOUTH 32° 06' 54" EAST 604.169 FEET
SOUTH 3° 46' 06" WEST 1066.022 FEET
SOUTH 9° 32' 54" EAST 834.103 FEET
SOUTH 28° 16' 06" WEST 426.929 FEET
SOUTH 76° 10' 06" WEST 1120.528 FEET AND
NORTH 43° 56' 54" WEST 1549.464 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING LANDS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF DAVIDS ISLAND SAID POINT BEING LOCATED

NORTH 7° 41' 06" EAST 755.007 FEET;
NORTH 83° 26' 06" EAST 630.275 FEET AND
NORTH 10° 33' 06" EAST 105.690 FEET AS MEASURED IN A NORTHERLY DIRECTION ALONG THE WESTERLY SIDE OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND FROM THE MOST WESTERLY POINT OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND AS ESTABLISHED BY THE CORPS OF ENGINEERS IN OCTOBER 1879.

SAID MOST WESTERLY POINT OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND BEING LOCATED AT COORDINATE POSITION NORTH 239346.945 AND EAST 2062110.230 IN ACCORDANCE WITH THE LONG ISLAND ZONE OF THE NEW YORK STATE PLANE COORDINATE SYSTEM. SAID POINT OF BEGINNING ALSO BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE GENERALLY IN A SOUTHERLY DIRECTION ACROSS DAVIDS ISLAND AS FOLLOWS:

'CONTINUED'



First American Title Insurance Company of New York

TITLE NO. 3004-119747
SCHEDULE 'A' CONTINUED

SOUTH 59° 11' 01" EAST 279.245 FEET
SOUTH 1° 22' 17" WEST 113.039 FEET
SOUTH 55° 06' 33" WEST 104.164 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 485.00 FEET AND A CENTRAL ANGLE OF 7° 12' 04" FOR 60.956 FEET
SOUTH 47° 54' 29" WEST 251.498 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 42° 49' 54" FOR 93.444 FEET
SOUTH 5° 04' 35" WEST 24.403 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 405.00 FEET AND A CENTRAL ANGLE OF 24° 53' 30" FOR 175.948 FEET.
SOUTH 19° 48' 55" EAST 154.807 FEET
NORTH 44° 13' 17" EAST 21.021 FEET
SOUTH 44° 24' 45" EAST 804.793 FEET
SOUTH 45° 35' 15" WEST 107.174 FEET TO A POINT ON A CURVE AT WHICH POINT THE RADIUS BEARS NORTH 53° 11' 43" EAST TO THE CENTER ON A CURVE TO THE LEFT HAVING A RADIUS OF 787.219 FEET AND A CENTRAL ANGLE OF 34° 20' 49" FOR 471.911 FEET AND SOUTH 71° 09' 06" EAST 113.309 FEET TO A POINT ON THE SOUTHERLY SIDE OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND AFOREMENTIONED;

THENCE WESTERLY ALONG SAID LINE SOUTH 76° 10' 06" WEST 55.561 FEET TO A POINT;

THENCE GENERALLY NORTHERLY AND WESTERLY ACROSS DAVIDS ISLAND AS FOLLOWS:

NORTH 71° 09' 06" WEST 66.543 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 817.219 FEET AND A CENTRAL ANGLE OF 34° 20' 49" FOR 489.895 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE TO THE LEFT HAVING A RADIUS OF 785.00 FEET AND A CENTRAL ANGLE OF 7° 37' 10" FOR 104.391 FEET
SOUTH 45° 34' 33" WEST 30.000 FEET
NORTH 44° 24' 45" WEST 601.056 FEET
NORTH 80° 03' 09" WEST 145.317 FEET ON A CURVE TO THE LEFT HAVING A RADIUS OF 47.500 FEET AND A CENTRAL ANGLE OF 44° 13' 00" FOR 36.657 FEET
SOUTH 55° 43' 51" WEST 33.584 FEET
SOUTH 36° 37' 39" EAST 16.124 FEET AND
SOUTH 55° 43' 51" WEST 199.446 FEET TO A POINT ON THE WESTERLY SIDE OF THE WATER GRANT PERIMETER OF DAVIDS ISLAND AFOREMENTIONED;

THENCE NORTHERLY ALONG SAID LINE NORTH 43° 56' 54" WEST 101.444 FEET TO A POINT;

THENCE GENERALLY EASTERLY AND NORTHERLY ACROSS DAVIDS ISLAND AS FOLLOWS:

NORTH 55° 43' 51" EAST 212.384 FEET
SOUTH 36° 37' 39" EAST 58.940 FEET
NORTH 55° 43' 51" EAST 34.624 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 72.500 FEET AND A CENTRAL ANGLE OF 44° 13' 00" FOR 55.950 FEET
SOUTH 80° 03' 09" EAST 58.429 FEET
NORTH 56° 48' 28" EAST 62.196 FEET
NORTH 33° 11' 32" WEST 20.000 FEET
NORTH 44° 13' 17" EAST 76.620 FEET
NORTH 19° 48' 55" WEST 166.980 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF 24° 53' 30" FOR 186.809 FEET
NORTH 05° 04' 35" EAST 24.403 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 42° 49' 54" FOR 112.133 FEET

'CONTINUED'



First American Title Insurance Company of New York

TITLE NO. 3004-119747
SCHEDULE 'A' CONTINUED

NORTH 47° 54' 29" EAST 251.498 FEET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET AND A
CENTRAL ANGLE OF 7° 12' 04" FOR 64.098 FEET
NORTH 55° 06' 33" EAST 24.524 FEET AND
NORTH 43° 30' 00" WEST 254.839 FEET TO A POINT ON THE WESTERLY SIDE OF THE WATER GRANT
PERIMETER OF DAVIDS ISLAND;

THENCE NORTHERLY ALONG SAID LINE NORTH 10° 33' 06" EAST 97.912 FEET TO THE POINT OR PLACE OF
BEGINNING.

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 of and adjoining said premises.



First American Title Insurance Company of New York

Title No. 3004-119747

**SCHEDULE "B"
(EXCEPTIONS)**

THE CERTIFICATE OF TITLE WILL INCLUDE AS EXCEPTIONS TO TITLE THE FOLLOWING MATTERS UNLESS THEY ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. Any state of facts which a guaranteed survey of current date would disclose.
4. There are no open mortgages of record.
5. Covenants and restrictions in Deed recorded on 9/30/1968 in Liber 6810 Cp 712. (See Exhibit A)
6. Reservation in Deed recorded on 6/19/1871 in Liber 776 Cp 132. (See Exhibit B)
7. Reservation of easements in Deed recorded on 4/29/1976 in Liber 7325 Cp 240. (See Exhibit C)
8. FOR INFORMATION ONLY: The tax search reveals that the premises described in Schedule A is benefited by a tax exemption that may terminate upon transfer of said premises. The premises then may become taxed, pro-rata, for the unexpired term of the tax year from the termination of the exemption.
9. This search has been issued only for the benefit of the applicant to whom the search is addressed. Liability for the search and the information provided herein, whether based on contract or negligence, shall not exceed \$1,000.00.

Title Support Services

174 Bullet Hole Road ~ Carmel, NY 10512 ~ Fax: (845) 225-3342 ~ www.titlesupport.net

TAX SEARCH FOR COUNTY OF WESTCHESTER

Title Number: 3004-119747 **Date:** 12/21/05

Assessed Valuation:

Land: \$787,800
Total: \$787,850
Exemption \$787,850 City
Property Class: 682
Property Size: 87.56

Tax Designation:

Section: 2
Sheet:
Block: 780
Lot: 1

Assessed To: City of New Rochelle

Street Address: Davids Island

County of: Westchester

City of: New Rochelle

School District: New Rochelle

CITY COMPTROLLER

2006 City Tax: NO TAX
Year: 1/1-12/31
Lien: 1/1
Due: 1/1

2005/06 School Tax: NO TAX
Year: 7/1-6/30
Lien: 10/1
Due: 10/1-4/1

2005 County Tax \$17,598.21 paid
Year: 1/1-12/31
Lien: 6/1
Due: 6/1

Water Account: Private

Possible charges since last reading.

Closers note: If premises are being improved from vacant land or by addition, the following year's taxes will increase. Nothing further found.

Our policy does not insure against such items which have not become a lien up to the date of closing, or installments due after such date. Neither our tax search nor our policy cover any part of streets on which the premises to be insured abut.

If the above mentioned tax lots cover more or less than that of the premises under examination, this fact will be noted herein. In such case, the interested parties should take the necessary steps to make the tax map conform to the description to be insured.

ap



First American Title Insurance Company of New York

Title No. 3004-119747

MORTGAGE SCHEDULE

NONE OF RECORD

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.



First American Title Insurance Company of New York

3004-119747

NOTICE

RE: OPTIONAL MARKET VALUE POLICY RIDER NOW AVAILABLE:

NOTE: THE FOLLOWING IS ONLY APPLICABLE TO THE PURCHASE OF A ONE TO FOUR FAMILY DWELLING OR A RESIDENTIAL CONDOMINIUM OR COOPERATIVE UNIT. THE PURCHASER MUST BE A NATURAL PERSON AND MUST RESIDE AT THE PROPERTY WHICH MUST BE USED PREDOMINANTLY FOR RESIDENTIAL PURPOSES.

Section 6409, Subdivision "C" of the Insurance Law requires that title companies offer at or prior to closing an optional policy rider to cover the homeowner for the future market value of his or her home.

A. I choose to accept the Market Value Policy Rider.

_____ day of _____, 20____.

Owner

Owner

B. I do not wish to accept the Market Value Policy Rider for future increased market value and elect to waive the offer for such additional coverage.

_____ day of _____, 20____.

Owner

Owner

C. TO BE COMPLETED BY COMPANY CLOSER:

The Optional Market Value Policy Rider is not applicable to this transaction.

Reason:

- ☐ Commercial Property
- ☐ Vacant Land
- ☐ Multiple Dwelling (consisting of 5 families or more)
- ☐ Purchaser is not a natural person (e.g. corporation, partnership, trust, etc.)
- ☐ Purchasers will not reside at dwelling

By: _____
Company Closer



First American Title Insurance Company of New York

AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT

County of _____)

SS.:

State of New York)

- (1) I am personally familiar with the real property known by the street address of (insert street address):

Block _____, Lot _____, and make this Affidavit as

(describe capacity in which affidavit is made) _____

in connection with a deed/lease/memorandum of lease (delete inapplicable description) which transfers an interest in the above real property, that is dated _____, and is between

_____ and _____.

- (2) The statements made in this Affidavit are true of my own knowledge, and I submit this Affidavit in order that this Instrument be accepted for recording without being accompanied by a registration statement, as such is defined by Subchapter IV, Article 2 of Title 27 of the Administrative Code of the City of New York.
- (3) Exemption from registration is claimed because the Instrument does not affect an entire multiple dwelling as such term is defined by Section 27-2004(a)(7) of Subchapter 1, Article I of Title 27 of the Administrative Code of the City of New York and Section 4(7) of the New York State Multiple Dwelling Law. The Instrument does not affect a multiple dwelling, because it affects the following (check applicable item):



First American Title Insurance Company of New York

AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT

Continued....

- ☐ a commercial building
- ☐ a one or two-family dwelling whose owner resides in the City of New York
- ☐ a condominium unit in a multiple dwelling
- ☐ cooperative corporation shares relating to a single residential unit in a multiple dwelling
- ☐ mineral, gas, water, air or other similar rights not affecting a multiple dwelling
- ☐ lease of commercial space in a multiple dwelling
- ☐ vacant land

- (4) I am aware that this Affidavit is required by law to be submitted in order that the Instrument be recorded or accepted for recording without being accompanied by a registration statement. I am aware that any false statements made in this Affidavit may be punishable as a felony or misdemeanor under Article 210 of the Penal Law or as an offense under Section 10-154 of the Administrative Code of the City of New York.

Signature

Sworn To Before Me This

_____ day of _____, 20 _____ Address: _____

Telephone#: _____

Notary Public

NOTE: THE FOLLOWING IS ONLY APPLICABLE TO THE PURCHASE OF A ONE TO FOUR FAMILY DWELLING OR A RESIDENTIAL CONDOMINIUM OR COOPERATIVE UNIT. THE PURCHASER MUST BE A NATURAL PERSON AND MUST RESIDE AT THE PROPERTY WHICH MUST BE USED PREDOMINANTLY FOR RESIDENTIAL PURPOSES.

Section 6409, Subdivision "C" of the Insurance Law requires that title companies offer at or prior to closing a optional policy rider to cover the homeowner for the future market value of his or her home. The insured may therefore, elect to obtain protection in excess of the purchase price for an additional premium.



First American Title Insurance Company of New York

AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT

Continued....

If the borrower elects not to purchase an owner's title insurance policy, the Company shall obtain from the borrower a statement in writing that the notice has been received and that the borrower waives the right to purchase an owner's title insurance policy. If the buyer refuses to provide the statement and waiver, the Company shall so note in the file. The statement and waiver must be on a form approved by the Superintendent of Insurance and must be retained by the Company, for at least five years after receipt.



First American Title Insurance Company of New York

THE FOLLOWING MAY APPLY TO THE TRANSACTION TO BE INSURED

The identification, including photograph (i.e. N.Y.S. Driver's License, U.S. Passport, etc.), of a; parties (whether present or not) executing any documents (deeds, mortgages, powers of attorney, etc.) must be presented at closing.

Any mortgage(s) taken for recording after August 1, 1987 must contain the following recital or in lieu thereof, a signed statement attached to such mortgage.

"The real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each dwelling unit having its own separate cooking facilities."

Note 1: The \$10,000 mortgage exemption clause, (i.e., "The real property is improved or will be improved by a one or two family dwelling or residence") if applicable, and if recited in the mortgage will comply with the above requirement.

Note 2: A form of the statement to be attached to the mortgage in lieu of such recital in the mortgage is attached.

Compliance with Articles 31 and 31-B of Tax Law, as amended, and Tax Law Section 253 on transfers subject to credit line mortgages.

- a. Compliance with section 11-2101, et.seq. of the Administrative Code of the City of New York. (New York City Real Property Transfer Tax - NYCRIPTT)
- b. Multiple Dwelling Registration Card or Affidavit In Lieu of Registration Statement.
For Assignment of Mortgages:

For Assignment of Mortgages:

In order to comply with the amendments to Section 275 of the Real Property Law imposed by Chapter 241 of the laws of 1989, "There must be set forth in the assignment document or attached thereto and recorded as part thereof, a statement under oath signed by the mortgagor or any other part to the transaction having knowledge of the facts (provided he asserts such knowledge), that the assignee the facts (provided he asserts such knowledge), that the mortgage is not acting as a nominee of the borrower and that the mortgage continued to secure a bona fide obligation". This requirement is not applicable to sales of mortgages by lenders on the "secondary market", in which case such assignments shall contain the statement: "This assignment is not subject to the requirements of Section 275 of the Real property law because it is an assignment within the secondary mortgage market."

(continued)



First American Title Insurance Company of New York

THE FOLLOWING MAY APPLY TO THE TRANSACTION TO BE INSURED

(continued)

NOTE: Smoke Detecting Device Requirement for New York City:

The Conveyance of a one or two family dwelling will not be accepted for the filing unless accompanied by an affidavit signed by both the grantor and grantee indicating that the premises is equipped with an approved and operational detecting device as provided in Article 6 of subchapter 17 of Chapter 1 of Title 27 of the Code (Section 27-981). See Affidavit attached.



First American Title Insurance Company of New York

STATEMENT ATTACHED TO MORTGAGE

MORTGAGOR(S): _____

MORTGAGEE(S): _____

PREMISES: _____

CHECK THE APPROPRIATE BOX

- ☐ The attached mortgage covers real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having their own separate cooking facilities.
- ☐ The attached mortgage does not cover real property improved as described above.

DATED: _____

Notary Public

TITLE NO. 3004-119747

EXHIBIT A

LIBER 6810 PAGE 712

THIS INSTRUMENT, made the 24th day of September, nineteen hundred and sixty-eight

BETWEEN the CITY OF NEW ROCHELLE, a domestic municipal corporation with its offices at No. 515 North Avenue, New Rochelle, New York, party of the first part, and CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at No. 4 Irving Place, Borough of Manhattan, City, County and State of New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of TWO MILLION NINE HUNDRED AND FORTY-THREE THOUSAND FOUR HUNDRED (\$2,943,400) DOLLARS, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York:

PARCEL 1

ALL that tract of land in the City of New Rochelle, County of Westchester and State of New York, comprising all of David's Island and that part of the submerged lands surrounding the island as confined by the following metes and bounds description:

BEGINNING at a point "one hundred and fifty feet from the head of a dock, now or formerly called the coal dock, and on a line with the northwest face of said dock," as it existed May 28, 1880 and running thence north 2° 20' east 758.00 feet to a point; north 79° 05' east 830.00 feet to a point; north 6° 12' east 1,094.00 feet to a point; north 82° 38' east 883.00 feet to a point; south 08° 18' east 647.00 feet to a point; south 36° 23' east 604.00 feet to a point; thence south 0° 33' east 1,094.00 feet to a point; south

15867

ALL STAMPS ATTACHED 3, 37, 23 SEP 30 1968



003968274

LINE 6810 PAGE 713

13° 54' east 334.00 feet to a point; south
23° 53' west 487.00 feet to a point; south
71° 49' west 1,121.00 feet to a point; north
45° 18' west 1,880.00 feet to the point of
beginning.

PANEL 2

A perpetual easement for the location, construction,
maintenance, repair, patrol, replacement and removal of a telephone pole
line, in, over, upon and across the following described property:

All that certain tract or parcel of land lying and being in
the City of New Rochelle, County of Westchester and State of New York, being
a portion of Lot 2 and a portion of the unnumbered lot lying southeasterly
of Lots 2 and 3 as shown on a certain map entitled, "Supplemental Map of Land
of Charles H. Young, Esq., on Haverport's Neck, New Rochelle, N.Y." made by
De Lame and Hewet, Engineers and Surveyors, October 1897, and filed in the
Office of the County Clerk, Division of Land Records, formerly Register's
Office of Westchester County, New York, June 11, 1898, as Map No. 1339, and
bounded and described as follows:

BEGINNING at a point at mean high water line of
New Rochelle Creek as the same formerly existed
at the northwesterly corner of Lot No. 9 as shown
on said Map of Land of Charles H. Young, and
running thence along the said high water line
the following two courses and distances: north
74° 35' 10" east 2.97 feet; north 41° 23' 00"
east 7.51 feet to a point; thence south 45° 10'
00" east parallel with and distant 10 feet as
measured at right angles from the northwesterly
line of Lot No. 8 a distance of 517.15 feet to a
point; thence north 44° 27' 25" east 7.55 feet to
a point; thence south 45° 10' 00" east a distance
of 238.78 feet to a point in the mean high water
line of Long Island Sound; thence south 25° 20' 15"
west a distance of 33.71 feet along the mean high
water line of Long Island Sound to a point; thence
north 45° 10' 00" west a distance of 252.00 feet

LIBER 6810 PAGE 716

Being the same properties acquired by deed, dated May 11, 1967, of the United States of America, acting by and through the Administrator of General Services, recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on May 18, 1967, in Liber 6704 Page 227 of Deeds.

SUBJECT to zoning regulations and ordinances of the City of New Rochelle,

SUBJECT to covenants and restrictions of record affecting the premises conveyed hereunder,

SUBJECT to a purchase money first mortgage in the principal sum of NINE HUNDRED AND FORTY-THREE THOUSAND FOUR HUNDRED (\$943,400.00) DOLLARS, which is intended to be recorded simultaneously herewith,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever,

This conveyance is made upon the express condition that neither the party of the second part hereunder, its successors or assigns, shall at any time hereafter convey, transfer or lease any of the properties conveyed hereunder to any tax exempt or governmental organization, except to the City of New Rochelle, and upon the further condition that this covenant to which the party of the second part agrees, for itself, its successors and assigns, by acceptance of this deed, shall run with the land and be binding upon the party of the second part, its successors and assigns and all future owners of the said properties.

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

DISCHARGED
9-24-69

PARCEL 4

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slooam Road on the Division line between the land hereinafter described on the south and land of the City of New Rochelle on the north, said point being located south $18^{\circ} 10' 33''$ west 18.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel 3 herein) and north $18^{\circ} 10' 33''$ east 138.00 feet from the line of mean high water of New Rochelle Creek; running thence from said point of beginning, north $86^{\circ} 43' 13''$ west along the said land of the City of New Rochelle 253.59 feet to the southeasterly side of Harbor Lane; running thence along the southeasterly side of Harbor Lane, south $23^{\circ} 18' 49''$ west 253.45 feet to the northeasterly side of Glen Island Approach; running thence along the northeasterly side of Glen Island Approach, south $35^{\circ} 39' 30''$ east 302.00 feet to the line of mean high water of New Rochelle Creek; running thence along said line of mean high water of New Rochelle Creek the following nine courses and distances: north $4^{\circ} 40' 30''$ east 27.13 feet; north $16^{\circ} 58' 40''$ east 17.27 feet; north $23^{\circ} 40' 40''$ east 27.50 feet; north $30^{\circ} 29' 40''$ east 34.58 feet; north $39^{\circ} 18' 25''$ east 29.04 feet; north $44^{\circ} 31' 30''$ east 21.89 feet; north $45^{\circ} 54' 30''$ east 22.64 feet; north $60^{\circ} 03' 10''$ east 18.03 feet; north $80^{\circ} 05' 10''$ east 48.17 feet to the westerly side of Fort Slooam Road; running thence along said westerly side of Fort Slooam Road, north $18^{\circ} 10' 33''$ east 138.00 feet to the point or place of beginning.

Being the same property acquired by condemnation proceedings in the U.S. District Court for the Southern District of New York, Civil No. 18-188.

TOGETHER with all right, title and interest in and to the land and land under water and the waters over the land adjoining the above premises as described in Letters Patent from the People of the State of New York as follows:

To Thaddeus Davis in Liber 59 Letters Patent Page 39
To Neptune Realty Company in Liber XII of 217
To the County of Westchester in Liber XI40 of 177
To Martin J. Hoogh in Liber 51 Letters Patent page 7
To the City of New Rochelle in Liber 2222 of 221.

LIB 6810 PAGE 716

Being the same proportion acquired by deed, dated May 11, 1907, of the United States of America, acting by and through the Administrator of General Services, recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on May 15, 1907, in Liber 6704 Page 127 of Records.

SUBJECT to zoning regulations and ordinances of the City of New Rochelle.

SUBJECT to covenants and restrictions of record affecting the premises conveyed hereunder.

SUBJECT to a purchase money first mortgage in the principal sum of FIVE HUNDRED AND FORTY-THREE THOUSAND FOUR HUNDRED (\$943,400.00) DOLLARS, which is intended to be recorded simultaneously herewith, *discharged*

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

This conveyance is made upon the express condition that neither the party of the second part hereunder, its successors or assigns, shall at any time hereafter convey, transfer or lease any of the properties conveyed hereunder to any tax exempt or governmental organization, except to the City of New Rochelle, and upon the further condition that this covenant to which the party of the second part agrees, for itself, its successors and assigns, by acceptance of this deed, shall run with the land and be binding upon the party of the second part, its successors and assigns and all future owners of the said properties.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so required.

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

IN PRESENCE OF:

Wenceslao J. Corvato

CITY OF NEW ROCHELLE

BY

Amarguest
CITY CLERK

RECEIVED
002674
REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
Dept. of
Treas. 10/20/74 \$000.00
6/10/74

RECEIVED
002674
REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
Dept. of
Treas. 10/20/74 \$000.00
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6/10/74

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REAL ESTATE STATE OF
TRANSFER TAX NEW YORK
Dept. of
Treas. 10/20/74 \$000.00
6/10/74

UBEN6810 REC718

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

On the 15th day of OCTOBER, 1968, before me personally came
MURRAY C. FURSETT, to me known, who, being by me duly sworn, did depose and
say that he resides at No. 130 Herman Road in the City of New Rochelle,
County of Westchester and State of New York; that he is the City Manager of
the City of New Rochelle, the corporation described in and which executed
the foregoing instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of Council Resolution No. 74-2, adopted December 15th,
1968 and that he signed his name thereto by like order.

Catherine E. McGrath

CATHERINE E. MCGRATH
Notary Public, State of New York
No. 50-7616 and
Qualified in Westchester County
From August 1967 to 1974

6124835

CITY OF NEW ROCHELLE

RECEIVED AT COUNTY CLERK'S OFFICE

CONSOLIDATED EDISON COMPANY OF
NEW YORK, INC.

DEED

Warrant; New Rochelle, New York
AC day of Sept, 1968.

LIBER 6810 PAGE 719

The land affected by the within
instrument lies in the City of New
Rochelle on the Land Map of the
County of Westchester.

RECORDED AT REQUEST OF
THIS TITLE GUARANTEE COMPANY
RETURN BY MAIL TO
Whitney Property & Casualty Co.
522 - 5th Avenue
New York 36, N.Y.

13.00 B - 12: 00157 9-30-68

RECEIVED
WESTCHESTER COUNTY CLERK
1968 SEP 30 AM 11:27

Deed Co.	13
Deed's Co.	13
File Co.	13
Case No.	13
Col/Book	13
Page	13
Volume	13
Number	13
Returned	13

The foregoing instrument was ordered for record as follows: The property affected by this instrument is situated
in the CITY OF NEW ROCHELLE
County of Westchester, N. Y. A true copy of the original DEED
recorded SEP. 30, 1968 at 1:27 PM

EDWARD M. VETRANO, County Clerk.

TITLE NO. 3004-119747

EXHIBIT B

in writing and acknowledged that he executed the same.

WM. F. LETT, Notary Public for N. Y. Co.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, SS. I, CHARLES E. LOEW, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, DO HEREBY CERTIFY, that WM. F. LETT, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. AND further that I am well acquainted with the hand writing of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 6th day of April 1871.

(L.S.) CHAS. E. LOEW, Clerk.

U. S. Inter Revenue, 5, 5, Five Cents, 5, 5, Inld. Exchange.

A true copy of original Lease and acknowledgment thereof with certificate recorded June 19th - at 9:40 A. M.

JAMES M. BARD, Register.

SIMEON LELAND & W.

TO

THE UNITED STATES OF AMERICA.

THIS INDENTURE made the eleventh day of May in the year one thousand eight hundred and sixty seven, BETWEEN, SIMEON LELAND, of the Town of New Rochelle, in the County of Westchester, and State of New York, and ELEANOR A. his wife, parties of the first part, and THE UNITED STATES OF AMERICA, parties of the second part, WITNESSETH that the said parties of the first part for and in consideration of the sum of THIRTY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS, lawful money of the United States to them in hand paid by the said parties of

the second part at or before the encasing and delivery of these presents the receipt whereof is hereby acknowledged and the said parties of the second part forever released and discharged from the same by these presents, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and to their assigns forever, ALL that certain island piece or parcel of land, lying and being in the Town of NEW ROCHELLE, County of Westchester, and State of New York, known, distinguished and laid down on the charts of Long Island Sound as "Buletta Island", now known and distinguished as "Davids Island", situate at the mouth of New Rochelle lower Harbor, and about one quarter of a mile southeasterly from the southerly or lower point of Davenport Neck, containing by estimation eighty acres of land be the same more or less; being the same island conveyed by Thomas Treadwell and wife to Newberry Davenport, Jr. by deed bearing date April 26th 1853 and recorded in the office of the Clerk (now Register) of Westchester County in liber 28 of deeds, page 124 &c. September 25th 1856, as formerly known by the name of "Roddmans Island," and then called "Allens Island", and by the said Newberry Davenport conveyed to Thaddeus Davids, by deed dated November 4th 1856, and recorded in said Registers office in liber 345 of deeds, page 295 &c. November 10th 1856, and by the Thaddeus Davids and wife conveyed to the Simeon Leland, one of the parties hereto of the first part by deed dated the 23rd. day of March 1867, and recorded in said Registers office on the 25th day of March 1867, and being the same premises now occupied by the said parties of the second part. The said Simeon Leland hereby reserving to himself his heirs executors, administrators and assigns the

right of ferryage to and from said premises. TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversions and reversions, remainder and remainders, rents, issues and profits thereof. EXCEPTING and reserving as aforesaid. AND ALSO all the estate, right, title, interest, dower, right of dower, property, possession claim and demand whatsoever as well in law as in equity of the said parties of the first part of, in and to the same and every part and parcel thereof with the appurtenances. EXCEPTING and reserving as aforesaid. TO HAVE AND TO HOLD the above granted, bargained and described premises with the appurtenances unto the said parties of the second part, and their assigns to their own proper use, benefit and behoof forever. WITH the exception and reservation aforesaid. AND the said Simon Leland, for himself, his heirs executors and administrators doth hereby covenant, grant and agree to and with the said parties of the second part and their assigns that the said parties of the first part at the time of the sealing and delivery of these presents are lawfully seized in their own right of a good, absolute and indefeasible estate of inheritance in fee simple. And in all and singular the above granted and described premises, with the appurtenances and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner aforesaid. AND that the said parties of the second part and their assigns shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, with the appurtenances, excepting and reserving as aforesaid, without any let, suit, trouble, molestation, eviction or disturbance of the said parties of the first part, their heirs or assigns or of any other person or persons lawfully claiming or

to claim the same, AND that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of what nature or kind soever. EXCEPTING and reserving as aforesaid. AND ALSO that the said parties of the first part and their heirs and all and every person or persons whomsoever lawfully or equitably deriving any estate, right, title or interest of, in or to the hereinbefore granted premises by, from, under or in trust for them shall and will at any time or times hereafter upon the reasonable request, and at the proper costs and charges in the law of the said parties of the second part, and their assigns make, do and execute or cause to be made, done and executed all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby granted or so intended to be in and to the said parties of the second part and their assigns forever, as by the said parties of the second part and their assigns or their counsel learned in the laws shall be reasonably advised or required. AND the said Simson Leland, for himself and his heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said parties of the second part, and their assigns against the said parties of the first part, and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. EXCEPTING and reserving as aforesaid. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their

hands and seals the day and year first above written.

Sealed and delivered

in the presence of

WM. H. POST.

SIMMON LELAND. (L.S.)

ELEANOR A. LELAND. (L.S.)

Thirteen stamps attached, three each \$5, five each \$3, four each \$2, one 50 cents.

U. S. Inter Revenue five dollar Charter Party Five; 3 United States 3 three dollar Manifest 3 Inter Revenue 3; 2 United States 2 Two dollar; Mortgage 2 Inter Revenue 2; Fifty cents 50 Inter Revenue United States 50 Surety Bond,

S. L. May 11th 1867.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, SS. On this eleventh day of May in the year one thousand eight hundred and sixty seven before me personally came SIMMON LELAND and ELEANOR A. his wife, to me known to be the individuals described in and who executed the foregoing instrument and severally acknowledged that they executed the same; and the said Eleanor A. on private examination by me made separate and apart from her husband, acknowledged that she executed said instrument freely and without any fear or compulsion of her said husband.

WM. H. POST, Notary Public, New York City and County, 561 Bway.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, SS. I, WILLIAM C. CONNER, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County the same being a Court of Record, do hereby certify, that W. H. POST, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn and duly authorized to take the same. AND further that I am well acquainted with the handwriting of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to

the law of the State of New York. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 11th day of May 1867.

(L.S.) WM. C. CONNOR, Clerk.

U. S. Inter Revenue 5; 5, Five cents, 5, 5, certificate.

A true copy of original deed and acknowledgment thereof with C. certificate recorded June 19th 1871 at 10 A. M.

JAMES M. BARD, Register.

TREASURER OF WESTCHESTER CO. : LEASE: For Asst. see this liber p. 139.

TO

: Asst. to Joseph Bellenheim liber 888 page 77.

TOWN OF EASTCHESTER.

THIS INDENTURE made the 22^d.

day of September in the year of our Lord one thousand eight hundred and sixty four

BETWEEN, GILBERT S. LYON, County Treasurer of the County of Westchester, party of the first part, and the Town of EASTCHESTER, of the said County of the second part,

WITNESSETH that WHEREAS by chapter four hundred and fifty four of the laws of the State of New York passed April 26th 1860, entitled, An Act to authorize the sale of

lands for non-payment of taxes and for the collection of unpaid taxes in the

County of Westchester, and the act amending the same passed March 26th 1861

(and May 5th 1863), it is among other things enacted that whenever the County

Treasurer of the County of Westchester shall receive from a collector an account

of unpaid taxes, as required by law it shall not be his duty to transmit such

account or any part thereof with the collector's affidavit to the Comptroller but

such taxes with the interest and the expenses shall be collected as herein provided.

AND WHEREAS the said County Treasurer duly received from the collector of the Town

of Eastchester, an account of unpaid taxes on the lot or parcel of land hereinafter

described. AND WHEREAS the County Treasurer of the County of Westchester for the

time being in virtue of the power in him vested and after due notice for that notice

for that purpose published according to

TITLE NO. 3004-119747

EXHIBIT C

Exemption 7381-426
LIBRARY LIBRARY

See Correction Deed Liber 7332 Page 720 Affects 9w 490 5th

04980

TAX STAMPS 3, 1-1-58 APR 29 1978
ATTACHED 3

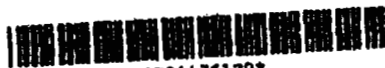
LIB. 7325 REG 240

THIS INSTRUMENT, made the 28th day of April, nineteen hundred and seventy-six between CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a New York corporation having an office at 4 Irving Place, New York, New York, party of the first part, and DAVIDS ISLAND DEVELOPMENT CORP., a New York corporation having an office at 210 Westchester Avenue, White Plains, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situated, lying and being in the City of New Rochelle, County of Westchester and State of New York, more particularly described in EXHIBIT A attached hereto and made a part hereof..

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises as described in said Exhibit A.



004476120

LIBER 7325 PAGE 241

EXHIBIT A

Island Parcel

ALL that certain lot, piece, parcel or tract of land with all buildings and improvements thereon, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York. said Tract of land being all of the upland Lands of Davids Island and that part of the abutting submerged lands as contained by the following Notes and Bounds description:

BEGINNING at the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6810 at page 712. Thence in a clockwise direction around the Water Grant Perimeter of Davids Island aforementioned as follows:

W37325 W3242

North 7° 41' 06" East 755.007 feet

North 81° 26' 06" East 630.275 feet

North 10° 33' 06" East 1096.035 feet

North 56° 46' 06" East 532.191 feet
to the most northerly corner of the
Water Grant Perimeter of Davids
Island aforementioned

South 64° 56' 54" East 647.275 feet

South 32° 06' 54" East 604.169 feet

South 3° 46' 06" West 1066.022 feet

South 9° 32' 54" East 834.103 feet

South 28° 16' 06" West 426.929 feet

South 76° 10' 06" West 1120.528 feet

and North 43° 56' 54" West 1549.464 feet

to the point or place of beginning. Containing 119.961
Acres more or less.

The foregoing also being those Lands designated as
Davids Island as established by the Water Grant Perimeter
of same as established by the Corps of Engineers in
October 1879. (First Lt. Eugene Griffin). The foregoing
also being those Lands described as Parcel No. 1 in a
certain Deed filed in the Westchester County Clerk's
Office, Division of Land Records, in Liber 6810 at page
712.

Exhibit A

LINE 7325 NCE 243

EXCEPTING therefrom the following Lands:

BEGINNING at a point on the westerly side of Davids Island, said point being located North $7^{\circ} 41' 06''$ East 755,007 feet; North $83^{\circ} 26' 06''$ East 630,273 feet and North $10^{\circ} 33' 06''$ East 108,690 feet as measured in a northerly direction along the westerly side of the Water Grant Perimeter of Davids Island from the most westerly point of the Water Grant perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said most westerly point of the Water Grant Perimeter of Davids Island being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the most northerly corner of the herein described Parcel; thence generally in a southerly direction across Davids Island as follows:

South $89^{\circ} 11' 01''$ East 279.245 feet

South $1^{\circ} 22' 17''$ West 113.039 feet

South $55^{\circ} 06' 33''$ West 104.164 feet

on a curve to the left having a radius of 485.00 feet and a central angle of $7^{\circ} 12' 04''$ for 60.956 feet

Exhibit A

LINE 7325 ME 244

South 47° 54' 29" West 251.498 feet

on a curve to the left having a radius
of 125.00 feet and a central angle of
42° 49' 54" for 93.444 feet

South 5° 04' 35" West 24.403 feet

on a curve to the left having a radius
of 408.00 feet and a central angle of
24° 53' 30" for 175.948 feet

South 19° 48' 55" East 154.807 feet

North 44° 13' 17" East 21.021 feet

South 44° 24' 45" East 804.793 feet

South 45° 35' 15" West 107.174 feet
to a point on a curve at which point
the radius bears North 53° 11' 43"
East to the center

on a curve to the left having a radius
of 787.219 feet and a central angle of
34° 20' 49" for 471.911 feet

and South 71° 09' 06" East 113.309 feet

to a point on the southerly side of the Water Grant Peri-
meter of Davids Island aforementioned; thence westerly
along said line South 76° 10' 06" West 55.561 feet to a
point; thence generally northerly and westerly across
Davids Island as follows;

North 71° 09' 06" West 66.543 feet

on a curve to the right having a radius
of 817.219 feet and a central angle of

Exhibit A

LINE 7325 BE 245

34° 20' 49" for 489.893 feet
to a point of reverse curvature

on a curve to the left having a radius
of 785.00 feet and a central angle of
7° 37' 10" for 104.391 feet

South 45° 34' 33" West 30.000 feet

North 44° 24' 45" West 601.056 feet

North 80° 03' 09" West 145.317 feet

on a curve to the left having a radius
of 47.500 feet and a central angle of
44° 13' 00" for 36.657 feet

South 55° 43' 51" West 33.594 feet

South 36° 37' 39" East 16.124 feet

and South 55° 43' 51" West 199.446 feet

to a point on the westerly side of the Water Grant Perimeter
of Davids Island aforementioned, thence northerly along
said line North 43° 56' 54" West 101.444 feet to a point;
thence generally easterly and northerly across Davids
Island as follows:

North 55° 43' 51" East 212.384 feet

South 36° 37' 39" East 58.940 feet

North 55° 43' 51" East 34.624 feet

on a curve to the right having a radius
of 72.500 feet and a central angle of
44° 13' 00" for 55.950 feet

Exhibit A

LEX 7325 NEE 246

North 80° 03' 09" East 58.429 feet

North 56° 48' 28" East 62.196 feet

North 33° 11' 32" West 20.000 feet

North 44° 13' 17" East 76.620 feet

North 19° 48' 55" West 166.980 feet

on a curve to the right having a radius
of 430.00 feet and a central angle of
24° 53' 30" for 186.809 feet

North 5° 04' 35" East 24.403 feet

on a curve to the right having a radius
of 150.00 feet and a central angle of
42° 49' 54" for 112.133 feet

North 47° 54' 29" East 251.498 feet

on a curve to the right having a radius
of 510.00 feet and a central angle of
7° 12' 04" for 64.098 feet

North 55° 06' 33" East 24.524 feet

and North 43° 30' 00" West 254.839 feet

to a point on the westerly side of the Water Grant Peri-
meter of Davids Island; thence northerly along said line

North 10° 13' 06" East 97.812 feet to the point or place
of beginning. Containing 226.576 square feet or 5.201

Acres more or less.

Exhibit A

LSR 7325 WSE 247

AND RESERVING a perpetual easement, privilege, and right of way to use, for any purpose whatsoever, including, without limiting the generality of the foregoing, ingress, egress, landing and embarking equipment, vehicles, personnel and materials over, upon and across all that area described as follows (including all wharf, pier, landing and dock facilities, roads and water located therein):

BEGINNING at the most westerly point of the Water Grant Perimeter of Davids Island as established by the Corps of Engineers in October 1879. Said point of beginning being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the point of beginning of Parcel No. 1 of a certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6810 at Page 712. Thence easterly as follows:

North 57° 49' 03" East 235.487 feet
South 36° 37' 39" East 50.000 feet
South 70° 36' 54" East 154.385 feet
DUE EAST 150.129 feet
and North 76° 06' 49" East 117.687 feet

Exhibit A

1587325 REC 248

thence southerly South $19^{\circ} 48' 55''$ East 40,215 feet; thence generally in a westerly direction as follows;

South $75^{\circ} 06' 49''$ West 126,712 feet

DUE WEST 155,000 feet

North $71^{\circ} 20' 45''$ West 109,629 feet

South $36^{\circ} 37' 39''$ East 201,060 feet

and South $55^{\circ} 43' 51''$ West 192,367 feet

to a point on the westerly side of the Water Grant Perimeter of Davide Island; thence northerly along said Water Grant Perimeter North $43^{\circ} 56' 54''$ West 334,119 feet to the point or place of beginning. Containing 83,457 square feet or 1,962 Acres more or less.

AND ALSO RESERVING a temporary easement, privilege and right to use all of the waters within the area described above for the purposes of passage of equipment, vehicles, personnel and materials and for passage, mooring and anchoring of vessels for any purpose whatsoever including without limiting the generality of the foregoing dredging and installing piles, wharves, dolphins and other facilities in said waters.

AND the easement and two tracts or parcels of land located on the mainland of the City of New Rochelle and more particularly described as follows:

Exhibit A

MADE AND PARCELS

"A"

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property:

NAM that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, N.Y." made by DeLase and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1129, and bounded and described as follows:

Exhibit A

MR 7325 REC 250

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the Northwesterly corner of Lot No. 9 as shown on said Map of Land of Charles H. Young, and running thence along the said high water line the following two courses and distances; North $74^{\circ} 55' 10''$ East 2.97 feet; North $41^{\circ} 33' 00''$ East 7.51 feet to a point; thence South $48^{\circ} 10' 00''$ East parallel with and distance 10 feet as measured at right angles from the Southwesterly line of Lot No. 8 a distance of 517.15 feet to a point; thence North $44^{\circ} 37' 52''$ East 7.52 feet to a point; thence South $48^{\circ} 10' 100''$ East a distance of 255.78 feet to a point in the mean high water line of Long Island Sound; thence South $28^{\circ} 20' 15''$ West a distance of 25.71 feet along the mean high water line of Long Island Sound to a point; thence North $48^{\circ} 10' 00''$ West a distance of 263.00 feet to a point; thence North $44^{\circ} 37' 52''$ East 7.50 feet to a point opposite the continuation Westarly of the Southwesterly line of Lot No. 8; thence North $48^{\circ} 10' 00''$ West along the Southwesterly line of Lot No. 8 and a continuation thereof a distance of 518.24 feet to the point or place of beginning.

Exhibit A

"3"

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Stocum Road near the end of the railway tracks is North 4° 14' 40" West 133.09 feet, and thence running North 43° 27' 10" West 15.70 feet along the sea wall to a point; thence North 11° 06' 20" East 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Stocum Road is north 2° 40' 06" West 94.88 feet; thence North 34° 14' 00" East 103.10 feet to a point on the sea wall at the most northerly corner of the reservation; thence South 55° 25' 00" East 120.62 feet to a point; thence South 34° 35' 00" West 75.65 feet to a point; thence North 55° 25' 00" West 44.00 feet to a point; thence South 34° 35' 00" West 55.66 feet to a point; thence North 55° 25' 00" West 49.98 feet to the point of

Exhibit A

192 7325 732 252

beginning.

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Pelham Road, and which said road, leads from the lands above described to the public highway.

"c"

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slocum Road on the Division line between the land hereinafter described on the South and land of the City of New Rochelle on the North, said point being located South 19° 10' 52" West 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel B herein) and North 19° 10' 52" East 135.00 feet from the line of mean high water of New Rochelle Creek; running thence from said point of beginning,

Exhibit A

LIB 7325 MAR 253

North 56° 43' 13" West along the said land of the city of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane; running thence along the southeasterly side of Harbor Lane, South 33° 16' 48" West 253.45 feet to the northeasterly side of Glen Island Approach; running thence along the northeasterly side of Glen Island Approach, South 35° 39' 30" East 301.00 feet to the line of mean high water of New Rochelle Creek; running thence along said line of mean high water of New Rochelle Creek the following nine courses and distances; North 4° 40' 50" East 27.82 feet; North 16° 55' 40" East 17.27 feet; North 23° 40' 40" East 27.80 feet; North 30° 28' 40" East 34.86 feet; North 39° 16' 25" East 29.64 feet; North 44° 31' 50" East 31.69 feet; North 55° 54' 30" East 26.64 feet; North 68° 05' 10" East 18.03 feet; North 80° 05' 10" East 40.17 feet to the westerly side of Fort Slocum Road; running thence along said westerly side of Fort Slocum Road, North 19° 10' 52" East 135.00 feet to the point or place of beginning.

Exhibit A

WER 7325 REC 254

BEING the same premises described as PARCELS 2, 3 and 4 of that certain Deed filed in the Westchester County Clerk's Office, Division of Land Records, in Liber 6816 at page 712;

EXCEPTING from the parcel designated "C" above the following lands:

BEGINNING at a point on the easterly boundary line of Harbor Lane, said point being distant South $33^{\circ} 08' 21''$ West 116.036 feet as measured along the easterly boundary line of Harbor Lane from the division line between Land of the City of New Rochelle (Neptune Park) on the north and Land belonging to Consolidated Edison Company of New York, Inc. on the south. Said point of beginning being the northwesterly corner of the parcel herein described; thence easterly South $54^{\circ} 43' 47''$ East 100.069 feet to the northeasterly corner of the herein described parcel; thence Southerly $33^{\circ} 08' 21''$ West 172.202 feet to a point on the northerly side of THE GLEN ISLAND APPROACH and the southeasterly corner of the parcel herein described; thence westerly along the northerly side of THE GLEN ISLAND APPROACH North $35^{\circ} 47' 37''$ West 107.159 feet to its intersection with

Exhibit A

-14-

LAND 7325 NYC 255

the easterly boundary line of Harbor Lane and the southwesterly corner of the parcel herein described; thence northerly along the easterly boundary line of Harbor Lane North $33^{\circ} 08' 21''$ East 137.414 feet to the point or place of beginning. Containing 15,481 square feet or 0.353 Acres more or less.

AND RESERVING a permanent easement and right of way for ingress and egress and for inspecting, installing, operating, maintaining, repairing, servicing conduits, pipes and cables together with all related surface and sub-surface appurtenances for the transmission and distribution of electricity and energy in, on, over and across lands of the parcel designated "C" more particularly bounded and described as follows:

BEGINNING at a point on the easterly boundary line of Harbor Lane where the same is intersected by the division line between Land of the City of New Rochelle (Neptune Park) on the north and Land belonging to Consolidated Edison Company of New York, Inc. on the south. Said point of beginning also being the northwesterly corner of the Easement herein described; thence easterly along said division line South $56^{\circ} 51' 39''$ East 3.197 feet to a

Exhibit A

MR 7325 RE 258

point on a curve at a non-tangent intersection;
thence generally in an easterly direction through
Lands of Consolidated Edison Company of New York,
Inc. aforementioned as follows:

on a curve to the left having
a radius of 103.00 feet and a
central angle of $79^{\circ} 16' 58''$
for 145.904 feet
and South $54^{\circ} 43' 47''$ East 203.996 feet

to a point on the westerly boundary line of Fort
Slocum Road and the northeasterly corner of the
Easement herein described; thence southerly along
the westerly boundary line of Fort Slocum Road
South $19^{\circ} 03' 25''$ West 31.345 feet to the south-
easterly corner of the Easement herein described;
thence westerly through Lands of Consolidated Edison
Company of New York, Inc. aforementioned North 54°
 $43' 47''$ West 314.889 feet to the point on the easterly
boundary line of Harbor Lane and the southwesterly
corner of the Easement herein described; thence
northerly along the easterly boundary line of Harbor
Lane North $33^{\circ} 08' 21''$ East 116.036 feet to the
point or place of beginning. Containing 11,677
square feet or 0.268 Acres more or less.

Exhibit A

WER 7325 REE 257

AND FURTHER RESERVING the perpetual easement, right and privilege to use the wharf, pier, landing, dock, access thereto and related facilities now located on the parcel designated "B" above, and any addition, extension or replacement thereof, for any purpose whatsoever, together with the right and privilege only, but not the obligation, to repair, maintain, restore, rebuild and improve such facilities and appurtenances.

AND STILL FURTHER RESERVING unto the party of the first part an easement and unrestricted right of way of access by men, materials, vehicles and equipment for construction purposes, including, without limiting the generality of the foregoing, the right to use the parcels designated "A", "B" and "C" above for construction, laydown, staging, assembling, storing, inspecting and testing of any facilities of the party of the first part whatsoever, to be constructed, located, or installed in any of the lands hereinabove retained, excepted and reserved by the party of the first part, and to use said parcels in their entirety for the storage of vehicles, machinery, equipment and materials, in connection with the aforesaid activities.

Exhibit A

-17-

1927 7325 RE 258

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

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

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

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

By Charles F. Luce
Charles F. Luce
Chairman of the Board

Attest:



Peter A. Irwin
Peter A. Irwin
Assistant Secretary

[Seal]

182 7325 REC 250

State of New York)
County of New York) ss.:

On the 28th day of April, 1976, before me personally came Charles F. Lucas, to me known, who, being by me duly sworn, did depose and say that he resides at 18 Ridge Road, Bronxville, New York; that he is Chairman of the Board of Trustees of Consolidated Edison Company of New York, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

REAL ESTATE	STATE OF NEW YORK
TRANSFER TAX	888.00
Dept. of Taxation	APR 29 1976

REAL ESTATE	STATE OF NEW YORK
TRANSFER TAX	888.00
Dept. of Taxation	APR 29 1976

REAL ESTATE	STATE OF NEW YORK
TRANSFER TAX	888.00
Dept. of Taxation	APR 29 1976

REAL ESTATE	STATE OF NEW YORK
TRANSFER TAX	278.80
Dept. of Taxation	APR 29 1976

Angela Roberti
Notary Public

ANGELA ROBERTI
Notary Public, State of New York
No. 41-888813
Qualified in Queens County
Commission Expires March 30, 1978



David J. Bellly, Esq.
Consolidated Edison Company
of New York, Inc.
4 Irving Place
New York, New York 10003

Record and return to:

The land affected by the within instrument lies in the City of New Rochelle, on the land Map of the County of Westchester and is part of Block 780, Lot 1, Block 480, Lot 1 and Block 482, Lot 1, on the Official Tax Assessment Map of the City of New Rochelle.

April 29, 1976

INDUSTRY

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.
to
DAVIDS ISLAND DEVELOPMENT CORP.

32.50 B - 07

00201 4-29-56

Shirley Dig	5/15/50	100-32350 (bapt) 15969
Becky Dig		
Filing Dig		
Clara McIn		
Don/Marg		
Trans /		Returned

SEARCHED SERIALIZED INDEXED
 JUL 10 1950 ALBANY DISTRICT

RECEIVED

1973 JUN 23 PM 10 00

The foregoing instrument was ordered for record as follows: The property affected by this instrument is situate in the **CITY OF NEW ROCHELLE** County of Westchester, N. Y. A true copy of the original **DEED**

recorded APR. 29, 1976 at 4:02 PM

GEORGE R. MORROW, County Clerk.

Davids Island
Perimeter Mean High Water
Upland Lands
Project Area

All that certain plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York. Said parcel of land being all of the upland lands of Davids Island, being more particularly bounded and described as follows:

Beginning at a point being the most westerly point of the Mean High Water perimeter of Davids Island. Said point of beginning being located at Coordinate Position North 239369.494 and East 2062307.159 in accordance with the Long Island Zone of the New York State Plane Coordinate System Lambert Projection. Thence in a clockwise direction around the Mean High Water perimeter of Davids Island the following courses and distances:

North 12 degrees, 25 minutes, 11 seconds East 54.080 feet
North 23 degrees, 24 minutes, 36 seconds East 57.140 feet
North 03 degrees, 50 minutes, 16 seconds East 23.770 feet
North 20 degrees, 47 minutes, 26 seconds East 17.050 feet
Thence northerly along the westerly face of a stone sea wall
the following courses and distances;

North 39 degrees, 37 minutes, 36 seconds East 125.170 feet
North 41 degrees, 22 minutes, 46 seconds East 65.680 feet
to the end of the westerly face of a stone sea wall.

Thence North 39 degrees, 50 minutes, 26 seconds East 49.040 feet
North 40 degrees, 16 minutes, 56 seconds East 81.040 feet
North 40 degrees, 28 minutes, 26 seconds East 116.800 feet
North 39 degrees, 23 minutes, 56 seconds East 103.060 feet
North 47 degrees, 53 minutes, 56 seconds East 114.890 feet
North 49 degrees, 24 minutes, 01 seconds East 51.000 feet
North 44 degrees, 52 minutes, 46 seconds East 32.200 feet
North 47 degrees, 35 minutes, 11 seconds East 136.060 feet
to the westerly face of a stone sea wall.

Thence northerly along the westerly face of a stone sea wall
the following courses and distances;

North 16 degrees, 27 minutes, 26 seconds East 31.180 feet
North 11 degrees, 47 minutes, 36 seconds East 193.250 feet
North 11 degrees, 27 minutes, 56 seconds East 212.660 feet
North 09 degrees, 31 minutes, 26 seconds East 54.290 feet
North 13 degrees, 28 minutes, 26 seconds East 35.060 feet
North 08 degrees, 40 minutes, 56 seconds East 33.020 feet
North 08 degrees, 08 minutes, 16 seconds East 18.000 feet
North 13 degrees, 08 minutes, 36 seconds East 25.030 feet

North 11 degrees, 13 minutes, 06 seconds East 83.010 feet
North 12 degrees, 46 minutes, 56 seconds East 35.030 feet
North 11 degrees, 13 minutes, 06 seconds East 90.660 feet
North 10 degrees, 24 minutes, 16 seconds East 217.280 feet
to a concrete platform.

Thence westerly and northerly and southerly around said concrete platform the following courses and distances;

North 45 degrees, 47 minutes, 54 seconds West 17.940 feet
North 39 degrees, 06 minutes, 26 seconds East 15.210 feet
South 57 degrees, 09 minutes, 14 seconds East 9.270 feet
to the westerly face of a stone sea wall.

Thence northerly along the westerly face of said stone sea wall the following courses and distances;

North 11 degrees, 03 minutes, 06 seconds East 52.520 feet
North 46 degrees, 04 minutes, 50 seconds East 131.090 feet
to the end of said stone sea wall.

Thence northerly and easterly the following courses and distances;

North 52 degrees, 03 minutes, 36 seconds East 22.610 feet
North 69 degrees, 09 minutes, 36 seconds East 27.640 feet
North 78 degrees, 28 minutes, 26 seconds East 26.330 feet
North 89 degrees, 30 minutes, 46 seconds East 33.310 feet
South 69 degrees, 08 minutes, 44 seconds East 44.600 feet
South 60 degrees, 52 minutes, 44 seconds East 23.030 feet
South 60 degrees, 12 minutes, 44 seconds East 236.700 feet
North 51 degrees, 20 minutes, 36 seconds East 51.030 feet
South 11 degrees, 31 minutes, 54 seconds East 44.930 feet
South 44 degrees, 59 minutes, 44 seconds East 53.150 feet
to the northerly face of a stone sea wall.

Thence southerly and easterly along the northerly face of said stone sea wall the following courses and distances;

South 59 degrees, 27 minutes, 00 seconds East 302.950 feet
South 67 degrees, 02 minutes, 24 seconds East 114.640 feet
South 69 degrees, 51 minutes, 54 seconds East 42.530 feet
to the end of said stone sea wall.

Thence northerly, easterly and southerly the following courses and distances;

North 45 degrees, 52 minutes, 06 seconds East 13.700 feet
South 43 degrees, 15 minutes, 54 seconds East 11.480 feet
North 36 degrees, 03 minutes, 56 seconds East 12.000 feet
South 65 degrees, 47 minutes, 44 seconds East 17.390 feet
South 10 degrees, 17 minutes, 04 seconds East 17.280 feet
South 14 degrees, 51 minutes, 54 seconds East 16.990 feet
South 10 degrees, 42 minutes, 54 seconds East 11.600 feet
South 22 degrees, 49 minutes, 36 seconds West 16.340 feet
to the easterly face of a stone sea wall.

Thence southerly and easterly along the easterly face of said stone sea wall;

South 17 degrees, 31 minutes, 04 seconds East 140.130 feet.

Thence southerly, easterly, westerly and northerly the following courses and distances;

South 83 degrees, 38 minutes, 44 second East 13.290 feet

South 55 degrees, 39 minutes, 04 seconds East 8.290 feet

South 33 degrees, 28 minutes, 18 seconds East 11.140 feet

South 07 degrees, 12 minutes, 04 seconds East 6.270 feet

South 20 degrees, 37 minutes, 34 seconds East 14.140 feet

South 29 degrees, 25 minutes, 44 seconds East 10.980 feet

South 27 degrees, 05 minutes, 24 seconds East 6.540 feet

South 19 degrees, 42 minutes, 16 seconds West 9.830 feet

South 36 degrees, 07 minutes, 34 seconds East 10.660 feet

South 00 degrees, 01 minutes, 40 seconds West 6.010 feet

North 88 degrees, 11 minutes, 06 seconds East 3.660 feet

North 07 degrees, 56 minutes, 56 seconds East 5.060 feet

North 29 degrees, 15 minutes, 16 seconds East 11.410 feet

North 55 degrees, 42 minutes, 36 seconds East 11.460 feet

South 54 degrees, 59 minutes, 54 seconds East 10.600 feet

South 38 degrees, 16 minutes, 19 seconds East 13.720 feet

South 55 degrees, 20 minutes, 26 seconds West 14.040 feet

South 18 degrees, 21 minutes, 54 seconds East 18.290 feet

South 11 degrees, 25 minutes, 30 seconds West 75.070 feet

South 70 degrees, 44 minutes, 50 seconds East 14.810 feet

South 32 degrees, 15 minutes, 44 seconds East 17.750 feet

South 59 degrees, 25 minutes, 26 seconds West 27.460 feet

South 09 degrees, 19 minutes, 16 seconds West 10.750 feet

South 23 degrees, 04 minutes, 34 seconds East 17.400 feet

South 21 degrees, 59 minutes, 46 seconds West 30.220 feet

South 38 degrees, 54 minutes, 16 seconds West 24.620 feet

South 11 degrees, 25 minutes, 36 seconds West 151.030 feet

South 18 degrees, 53 minutes, 12 seconds West 10.090 feet

South 29 degrees, 53 minutes, 38 seconds East 40.620 feet

North 43 degrees, 00 minutes, 36 seconds East 17.990 feet

South 41 degrees, 44 minutes, 44 seconds East 50.340 feet

South 61 degrees, 58 minutes, 26 seconds West 22.880 feet

South 14 degrees, 59 minutes, 36 seconds West 10.350 feet

South 88 degrees, 06 minutes, 02 seconds West 32.740 feet

South 51 degrees, 31 minutes, 02 seconds West 28.160 feet

South 01 degrees, 33 minutes, 56 seconds West 67.660 feet

South 16 degrees, 23 minutes, 46 seconds West 9.480 feet

South 88 degrees, 04 minutes, 56 seconds West 38.640 feet

South 20 degrees, 08 minutes, 11 seconds West 24.070 feet
South 75 degrees, 50 minutes, 44 seconds East 39.150 feet
South 00 degrees, 09 minutes, 26 seconds West 18.520 feet
South 71 degrees, 02 minutes, 06 seconds West 32.410 feet
South 40 degrees, 18 minutes, 31 seconds West 52.050 feet
to the easterly face of a stone sea wall.

Thence southerly, westerly and easterly,
South 19 degrees, 34 minutes, 30 seconds West 364.490 feet
South 21 degrees, 26 minutes, 34 seconds East 52.210 feet
South 30 degrees, 51 minutes, 51 seconds West 73.270 feet
South 01 degrees, 55 minutes, 24 seconds East 164.070 feet
South 29 degrees, 48 minutes, 49 seconds East 102.720 feet
South 20 degrees, 37 minutes, 34 seconds East 60.650 feet
to the easterly face of a stone sea wall.

Thence southerly and easterly along the easterly face of said
stone sea wall;

South 37 degrees, 38 minutes, 04 seconds East 131.800 feet
to the end of said stone sea wall.

Thence, South 83 degrees, 13 minutes, 34 seconds East 40.900 feet
South 27 degrees, 11 minutes, 44 seconds East 32.040 feet
South 63 degrees, 41 minutes, 39 seconds East 84.250 feet
South 19 degrees, 07 minutes, 14 seconds East 82.470 feet
South 54 degrees, 29 minutes, 06 seconds West 14.620 feet
South 21 degrees, 33 minutes, 04 seconds East 64.410 feet
South 26 degrees, 18 minutes, 09 seconds East 86.960 feet
South 74 degrees, 40 minutes, 34 seconds East 37.570 feet
South 22 degrees, 30 minutes, 04 seconds East 22.270 feet
South 25 degrees, 35 minutes, 21 seconds West 42.500 feet
South 40 degrees, 00 minutes, 36 seconds West 59.440 feet
South 52 degrees, 39 minutes, 16 seconds West 40.980 feet
South 54 degrees, 35 minutes, 16 seconds West 93.380 feet
North 19 degrees, 18 minutes, 24 seconds West 47.690 feet
North 61 degrees, 09 minutes, 04 seconds West 17.240 feet
South 74 degrees, 14 minutes, 16 seconds West 78.310 feet
South 53 degrees, 40 minutes, 06 seconds West 111.780 feet
South 13 degrees, 25 minutes, 14 seconds East 10.180 feet
South 06 degrees, 52 minutes, 04 seconds East 20.510 feet
South 42 degrees, 35 minutes, 21 seconds West 40.080 feet
North 78 degrees, 55 minutes, 44 seconds West 22.570 feet
North 67 degrees, 17 minutes, 44 seconds West 16.160 feet
North 03 degrees, 13 minutes, 26 seconds East 8.770 feet
to the southerly face of a stone sea wall.

Thence northerly and westerly along the southerly face of said stone sea wall;

North 78 degrees, 01 minutes, 44 seconds West 126.810 feet.

Thence leaving said stone sea wall the following courses and distances;

South 85 degrees, 50 minutes, 36 seconds West 50.200 feet

South 67 degrees, 08 minutes, 26 seconds West 106.050 feet

South 37 degrees, 00 minutes, 26 seconds West 38.420 feet

South 62 degrees, 19 minutes, 36 seconds West 18.150 feet

South 84 degrees, 01 minutes, 16 seconds West 20.840 feet

North 70 degrees, 28 minutes, 19 seconds West 17.810 feet

South 73 degrees, 42 minutes, 46 seconds West 65.650 feet

South 18 degrees, 24 minutes, 36 seconds West 20.790 feet

South 34 degrees, 10 minutes, 36 seconds West 23.740 feet

South 76 degrees, 56 minutes, 06 seconds West 29.900 feet

North 80 degrees, 04 minutes, 04 seconds West 19.440 feet

North 54 degrees, 58 minutes, 54 seconds West 29.470 feet

South 47 degrees, 01 minutes, 36 seconds West 20.180 feet

South 69 degrees, 22 minutes, 06 seconds West 36.410 feet

North 84 degrees, 36 minutes, 24 seconds West 11.310 feet

North 63 degrees, 30 minutes, 09 seconds West 83.320 feet

North 05 degrees, 43 minutes, 46 seconds East 16.350 feet

North 15 degrees, 38 minutes, 46 seconds East 17.970 feet

North 38 degrees, 23 minutes, 34 seconds West 16.910 feet

North 53 degrees, 37 minutes, 44 seconds West 16.000 feet

South 40 degrees, 41 minutes, 26 seconds West 12.450 feet

South 57 degrees, 46 minutes, 16 seconds West 12.790 feet

North 74 degrees, 36 minutes, 04 seconds West 33.150 feet

North 14 degrees, 24 minutes, 14 seconds West 24.160 feet

North 02 degrees, 02 minutes, 14 seconds West 9.660 feet

North 18 degrees, 54 minutes, 36 seconds East 19.100 feet

North 30 degrees, 54 minutes, 54 seconds West 62.200 feet

North 32 degrees, 09 minutes, 14 seconds West 92.060 feet

to the southerly face of the remains of a stone sea wall.

Thence northerly and westerly along the southerly face of said stone sea wall the following courses and distances;

North 44 degrees, 10 minutes, 24 seconds West 167.400 feet

North 43 degrees, 06 minutes, 34 seconds West 35.140 feet

North 44 degrees, 41 minutes, 54 seconds West 221.880 feet

to the end of said stone sea wall.

Thence North 68 degrees, 46 minutes, 14 seconds West 74.530 feet

North 72 degrees, 20 minutes, 14 seconds West 104.900 feet

to the southerly and westerly face of a stone sea wall.

Thence southerly, westerly and northerly along the southwest face of said stone sea wall the following courses and distances;
South 59 degrees, 22 minutes, 36 seconds West 118.960 feet
North 34 degrees, 55 minutes, 24 seconds West 6.570 feet
North 14 degrees, 02 minutes, 36 seconds East 1.970 feet
North 34 degrees, 18 minutes, 04 seconds West 59.330 feet
North 36 degrees, 43 minutes, 14 seconds West 115.420 feet
North 36 degrees, 14 minutes, 34 seconds West 167.010 feet
North 80 degrees, 27 minutes, 04 seconds West 90.060 feet
North 43 degrees, 05 minutes, 14 seconds West 18.660 feet
to the point or place of beginning.

Containing 77.7814 Acres.

Excepting there-from the following lands to be retained by Consolidated Edison Company of New York, Inc.

Beginning at a point on the westerly side of Davids Island, said point being located North 7 degrees, 41 minutes, 06 seconds East 755.007 feet; North 83 degrees, 26 minutes, 06 seconds East 630.275 feet; North 10 degrees, 33 minutes, 06 seconds East 106.690 feet and South 59 degrees, 11 minutes, 01 seconds East 119.264 feet as measured in a northerly direction along the westerly side of the Water Grant perimeter of Davids Island from the most westerly point of the Water Grant perimeter of Davids Island as established by the Corps of Engineers in October 1879.

Said most westerly point of the Water Grant perimeter of Davids Island being located at Coordinate Position North 239346.945 and East 2062110.230 in accordance with the Long Island Zone of the New York State Plane Coordinate System. Said point of beginning also being the most northerly corner of the herein described Parcel, thence generally in a southerly direction through Davids Island the following courses and distances:

South 59 degrees, 11 minutes, 01 seconds East 159.981 feet
South 1 degree, 22 minutes, 17 seconds West 113.039 feet
South 55 degrees, 06 minutes, 33 seconds West 104.164 feet
to a curve bearing to the left having a radius of 485.00 feet and an arc length of 60.956 feet

South 47 degrees, 54 minutes, 29 seconds West 251.498 feet
to a curve bearing to the left having a radius of 125.00 feet and an arc length of 93.444 feet

South 5 degrees, 04 minutes, 35 seconds West 24.403 feet
to a curve bearing to the left having a radius of 405.00 feet and an arc
length of 175.948 feet

South 19 degrees, 48 minutes, 55 seconds East 154.807 feet
North 44 degrees, 13 minutes, 17 seconds East 21.021 feet
South 44 degrees, 24 minutes, 45 seconds East 804.793 feet
South 45 degrees, 35 minutes, 15 seconds West 107.174 feet
to a point on a curve at which point the radius bears North 53 degrees,
11 minutes, 43 seconds East to the radius
of a curve bearing to the left having a radius of 787.219 feet and an arc
length of 289.840 feet

to a point on the southerly line of the perimeter of the mean high water boundary of
Davids Island;

Thence westerly along said line

South 76 degrees, 56 minutes, 06 seconds West 11.275 feet

North 80 degrees, 04 minutes, 04 seconds West 19.44 feet

North 54 degrees, 58 minutes, 54 seconds West 29.47 feet

South 47 degrees, 01 minutes, 36 seconds West 14.518 feet

to a point; thence generally northerly and westerly through Davids Island the
following courses and distances;

Along a curve bearing to the right having a radius of 817.219 feet and an
arc length of 241.709 feet to a point of reverse curvature;
of a curve bearing to the left having a radius of 785.00 feet and an arc
length of 104.391 feet

South 45 degrees, 34 minutes, 33 seconds West 27.129 feet
to a point on the southerly line of the perimeter of the mean high water
boundary of Davids Island;

Thence westerly along said line

North 32 degrees, 09 minutes, 14 seconds West 27.367 feet

North 44 degrees, 10 minutes, 24 seconds West 167.40 feet

North 43 degrees, 06 minutes, 34 seconds West 35.14 feet

North 44 degrees, 41 minutes, 54 seconds West 221.88 feet

North 68 degrees, 46 minutes, 14 seconds West 21.997 feet

to a point;

Thence generally westerly and southerly through Davids Island the
following courses and distances;

North 80 degrees, 03 minutes, 09 seconds West 145.317 feet

to a curve bearing to the left having a radius of 47.500 feet and an arc
length of 36.657 feet

South 55 degrees, 43 minutes, 51 seconds West 33.594 feet
South 36 degrees, 37 minutes, 39 seconds East 16.124 feet
and South 55 degrees, 43 minutes, 51 seconds West 19.824 feet
to a point on the westerly side of the perimeter of the mean high water boundary of
Davids Island;

Thence northerly along said line,
North 36 degrees, 43 minutes, 14 seconds West 89.526 feet
North 36 degrees, 14 minutes, 34 seconds West 10.562 feet
to a point; thence generally easterly and northerly through Davids Island the
following courses and distances;

North 55 degrees, 43 minutes, 51 seconds East 19.899 feet
South 36 degrees, 37 minutes, 39 seconds East 58.940 feet
North 55 degrees, 43 minutes, 51 seconds East 34.624 feet
to a curve bearing to the right having a radius of 72.500 feet and an arc
length of 55.950 feet

South 80 degrees, 03 minutes, 09 seconds East 58.429 feet
North 56 degrees, 48 minutes, 28 seconds East 62.196 feet
North 33 degrees, 11 minutes, 32 seconds West 20.000 feet
North 44 degrees, 13 minutes, 17 seconds East 76.620 feet
North 19 degrees, 48 minutes, 55 seconds West 166.980 feet
to a curve bearing to the right having a radius of 430.00 feet and an arc
length of 186.809 feet

North 5 degrees, 04 minutes, 35 seconds East 24.403 feet
to a curve bearing to the right having a radius of 150.00 feet and an arc
length of 112.133 feet

North 47 degrees, 54 minutes, 29 seconds East 251.498 feet
to a curve bearing to the right having a radius of 510.00 feet and an arc
length of 64.098 feet





North 55 degrees, 06 minutes, 33 seconds East 24.524 feet
and North 43 degrees, 30 minutes, 00 seconds West 166.603 feet
to a point on the westerly side of the perimeter of mean high water boundary of Davids
Island;

Thence northerly along said line

North 47 degrees, 35 minutes, 11 seconds East 60.796 feet
North 16 degrees, 27 minutes, 26 seconds East 31.18 feet and
North 11 degrees, 47 minutes, 36 seconds East 28.864 feet
to the point or place of beginning.

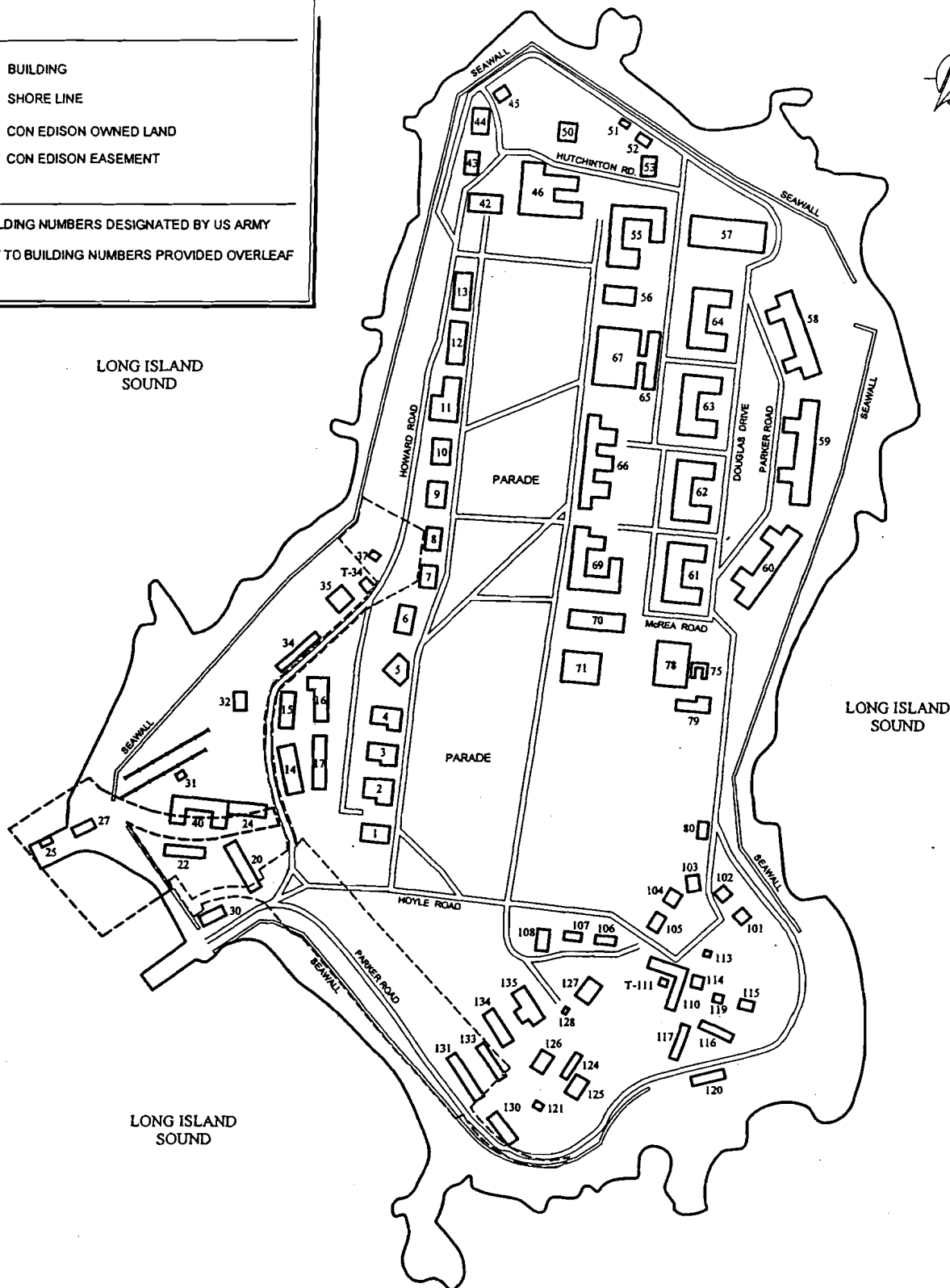
Containing 4.2023 Acres.

Legend:

-  BUILDING
-  SHORE LINE
-  CON EDISON OWNED LAND
-  CON EDISON EASEMENT

Notes:

1. BUILDING NUMBERS DESIGNATED BY US ARMY
2. KEY TO BUILDING NUMBERS PROVIDED OVERLEAF



DAVIDS ISLAND
New Rochelle, New York

**CONFIGURATION OF FORT SLOCUM,
DAVIDS ISLAND**

AKRF, Inc.

Environmental Consultants
34 South Broadway, White Plain, N.Y. 10601

DATE
06.05.02

PROJECT No.
70103

FIGURE No.

2

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

SCHEDULE A

Scope of Work

Municipality Name: City of New Rochelle / County of Westchester

Site Name: Davids Island Site

Site Address: Davids Island
New Rochelle, NY 10801

Site Number: E-360077-3

Contract Number: C303006

GENERAL PURPOSE

The general purpose of this project is to undertake all approved activities necessary to complete the Project required by this Contract. Project-specific Work Plans will become a part of and enforceable under this Contract upon approval by the Department.

GENERAL SCOPE

INVESTIGATION:

The Remedial Investigation/Alternatives Analysis Report (RI/AAR) will involve all tasks necessary to investigate the site conditions, determine the public health and environmental impacts of the site, and to utilize this information to develop and evaluate appropriate remedial actions. During the RI/AAR, the Municipality will also remove and properly dispose of contaminants within all containment vessels, such as drums, tanks and transformers, located on the Site.

Specific tasks include: work plan development, site characterization, investigation of off-site impacts, a survey of the site and a metes and bounds description of the site, an exposure assessment, development of alternatives, screening of alternatives, post-screening field work, detailed analysis of alternatives, data validation, and public participation. Data collection and analysis will provide a sufficient basis for the Department to prepare a Proposed Remedial Action Plan (PRAP) and present it to the public.

INVESTIGATION CALCULATION:

	On-site	Off-site	Demolition/Asbestos	Total
Total Eligible Cost:	\$955,000	\$0	\$45,000	\$1,000,000
Percentage:	90%	100%	50%	N/A
Total SAC Amount:	\$859,500	\$0	\$22,500	\$882,000

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

SCHEDULE B

Payment Schedule

Municipality Name: City of New Rochelle / County of Westchester
Site Name: Davids Island Site
Site Address: Davids Island
New Rochelle, NY 10801
Site Number: E-360077-3 Contract Number: C303006

City of New Rochelle will serve as the lead municipality related to the State Assistance Contract and as stated in the municipal resolution submitted by Westchester County.

Requests for payment shall be submitted by the City of New Rochelle no more frequently than on a quarterly basis (every three months) and reimbursement shall be made to the City of New Rochelle.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

GLOSSARY

Except as expressly provided herein, terms used in this Contract have the same meanings as those set forth in ECL Article 56. In addition, the following terms shall have the meanings set forth below:

- (i) "Alternatives Analysis Report" is a report that contains an evaluation of options for the remediation of any contamination in, on, or under, or emanating from, the Site that includes an analysis of data and other information concerning the nature and extent of the Site's contamination and is generally performed concurrently, and in an interactive fashion, with the site investigation. An Alternatives Analysis Report is the Final Report submitted by a Municipality at the end of an Environmental Restoration Program investigation project.
- (ii) "Approved Activity" means any Investigation or Remediation activity which is part of the Project and has been approved in writing by the Department.
- (iii) "Contractor" in Appendices A and B means Municipality.
- (iv) "Disposition of the Site" means the leasing of the Site or the transfer of the Site's title through sale or other means.
- (v) "Eligible Cost" shall have the meaning given to that term in the Department's "Procedures Handbook for Environmental Restoration Program Projects" available at the time of this Contract.
- (vi) "Environmental Easement" shall mean an interest in the Site, created under and subject to the provisions of ECL Article 71, Title 36, which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls."
- (vii) "Force Majeure Event" is an event, in accordance with applicable case law, that includes but is not limited to war, strike, judicial injunction, or any other fact or circumstance beyond the Municipality's reasonable control.
- (viii) "Investigation" means a project consisting of a process undertaken to determine the nature and extent of contamination in, on, and under, and emanating from, the Site. The Site investigation includes the gathering of sufficient information to determine the necessity for, and the selection of the appropriate method of, remediation of contamination in, on, or under, or emanating from the Site. Additionally, it includes the associated Alternatives Analysis Report and any assistance Municipality must provide to the Department in the Department's selection of the Site's remedy. The term also includes any Department-approved interim remedial measures needed to undertake the Project or needed to eliminate any potential or actual releases of contaminants at, or from, the Site.

(ix) "Municipal Share" means any money provided under this Contract by the Municipality for its share of the Contract. The municipality may use any funding available (i.e. federal, State or other private party monies) except responsible party funding towards its share.

(x) "Parties" means the Department and Municipality.

(xi) "Project" means the Site's Investigation and/or Remediation as described in the Work Plan(s).

(xii) "Remediation" means a Project consisting of the design and implementation of the remedy selected in the Department's Record of Decision. While implementing the remedy may require a Site Management Plan, , the cost of complying with the plan would not be eligible for reimbursement under this contract.

(xiii) "Site" means the Site which is the subject of the Project. The Site's legal description appears as Appendix "C" to this Contract.


(xiv) "State Assistance" means State money provided under this Contract to Municipality pursuant to Article 56, Title 5 of the ECL.

(xv) "Work Plan" means a document which describes the purpose, scope, estimated cost, and progress schedule of the Project. The Work Plan must include a Public Participation Plan that, at a minimum, satisfies the requirements of ECL 56-0503.2.

STATE OF NEW YORK }
COUNTY OF WESTCHESTER} ss.:
CITY OF NEW ROCHELLE }

I, Dorothy Allen, City Clerk of the City of New Rochelle, do hereby certify that I have compared the preceding resolution with the original Resolution No. 67 adopted at a meeting of the City Council of the City of New Rochelle, held on the 12th day of April, 2005, and do hereby certify that the same is a correct transcript therefrom and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Official Seal of the City of New Rochelle this 6th day of June, 2005.



City Clerk

City of New Rochelle, N.Y.

Introduced On:

Introduced By:

Held:

Adopted:

No.

67

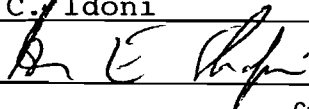
Council Members Michael E. Boyle, Jr.,

Moved: James C. Stowe, Roberto Lopez,

(and) Noam Bramson, Marianne L. Sussman and

Seconded Mayor Timothy C. Idoni

Approved As To Form:



Corporation Counsel

SUBJECT
OR
TITLE

RESOLUTION AUTHORIZING THE ITEMS LISTED
PURSUANT TO THE CLEAN WATER/CLEAN AIR BOND
ACT OF 1996 (DAVIDS ISLAND REMEDIATION).

Dist	Member	Yeas	Nays	Abstain	Absent
1 st	Boyle	✓			
2 nd	Quinlan				✓
3 rd	Stowe	✓			
4 th	Lopez	✓			
5 th	Bramson	✓			
6 th	Sussman	✓			
Mayor	Idoni	✓			

16.1.

WHEREAS, the City of New Rochelle ("Municipality"), after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments ("Project"), is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, Article 56 of the Environmental Conservation Law ("ECL") authorizes State assistance to municipalities for environmental projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith; now, therefore,

BE IT RESOLVED by the Council of the City of New Rochelle as follows:

1. The City Manager is hereby authorized to act on behalf of the Municipality in all matters related to State assistance under ECL Article 56, Title 5. The City Manager is also authorized to make application, execute the State Assistance Contract, submit Project documentation, and otherwise act for the Municipality's governing body in all matter related to the Project and State assistance.

2. The Municipality agrees that it will fund its portion of the cost of the Project and that funds will be available to initiate the Project's field work within twelve (12) months of written approval of its application by the Department of Environmental Conservation.

3. A certified copy of this authorizing Resolution shall be prepared and sent to the Albany office of the New York State Department of Environmental Conservation together with the Application for State Assistance.

4. This authorizing Resolution shall take effect immediately upon passage.

Authenticated and certified)
this 12th day of April, 2005)

TIMOTHY C. IDONI, Mayor
DOROTHY ALLEN, City Clerk

ACT NO. 126 - 2005

AN ACT authorizing the County Executive of the County of Westchester, or his authorized designee, to make and execute a joint application with the City of New Rochelle to the New York State Department of Environmental Conservation for grant funding pursuant to the State Environmental Restoration Program for certain work, namely the investigation and remediation of environmental conditions at Davids Island, in furtherance of the County's intent to acquire fee title in Davids Island from the City of New Rochelle for parkland purposes.

WHEREAS, the County of Westchester (hereinafter the "County") has been advised by the New York State Department of Environmental Conservation ("NYSDEC") that grant funding is available to fund the remediation of environmental conditions at Davids Island pursuant to the State's Environmental Restoration Program ("ERP"); and

WHEREAS, the NYSDEC has also advised that, as a condition of awarding ERP funding for such remediation, it will require that additional investigative work to be undertaken on Davids Island; and

WHEREAS, ERP funding is also available for this investigative work, pursuant to which State grant funds will cover ninety (90%) percent of the costs of such additional investigation; and

SEQR STATUS SHEET

PROJECT: Davids Island Grant Application

DEPARTMENT: Planning

Description

Davids Island is a 78-acre island located in Long Island Sound, off the coast of New Rochelle. Formerly a U.S. Army base, known as Fort Slocum, it was conveyed to the City of New Rochelle in 1967 and has remained uninhabited since then. Beginning in 2001, the County has been working towards acquisition of Davids Island as a County park. In 2002, the County conducted an environmental assessment of the island, which identified remediation needs costing in excess of \$12 million.

In furtherance of these efforts, the County proposes to submit a joint application with the City of New Rochelle to the NYS Department of Environmental Conservation for a grant under the State Environmental Restoration Program to fund additional investigation of environmental conditions at Davids Island.

SEQR Status

Type II. The proposed grant for additional investigation work is classified as Type II action, pursuant to section 617.5(c)(21), "conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes, necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action."

HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER

Your Committee is in receipt of a communication from the County Executive requesting approval of an Act and a Resolution which would, if adopted by your Honorable Board, authorize the County of Westchester to submit a joint application with the City of New Rochelle ("City") to the New York State Department of Environmental Conservation ("NYSDEC") for grant funding pursuant to the State Environmental Restoration Program ("ERP"), for additional investigation and remediation of environmental conditions at Davids Island in furtherance of the County's intent to acquire fee title in Davids Island from the City for parkland purposes.

Your Committee is informed that, beginning in 2001, after Legislator Pinto, Mayor Idoni, and the County Executive announced that the County would purchase Davids Island from the City for Six Million Five Hundred Thousand (\$6,500,000) Dollars, the County's administration has worked in cooperation with members of this Honorable Board and City officials to undertake preliminary planning efforts in connection with this initiative.

In 2002, upon the advice of the County Attorney that provisions of the NYS General City Law specify that waterfront property owned by a city is subject to a "public trust" and that the property cannot be sold or otherwise alienated by that city without an act of the State Legislature, the County and the City joined together in preparing the necessary State legislation to allow the conveyance of Davids Island to the County for parkland purposes. A Home Rule Resolution was issued by the County, with this

Honorable Board and the County Executive acting as co-sponsors, in support of this State legislation which was ultimately enacted by the New York State Legislature on August 20, 2002. A copy of the approved State legislation is annexed hereto as Schedule "A."

As this Honorable Board is aware, in 2002, the County also hired a consultant to undertake an environmental assessment of the island, and to develop cost estimates for remediation of the environmental conditions which it identified thereon. Since receiving the consultant's report, which concluded that the costs of remediating environmental contamination in the soils and in the deteriorated structures on the island could be in excess of \$12 million, the County's administration has focused its efforts on identifying funding sources for the remediation of these environmental conditions as a necessary precursor to the County's acquisition of the island for parkland purposes.

Your Committee is advised that, to date, federal funding in the amount of \$4.1 million has been secured by Congresswoman Nita Lowey, and that the Corps has proposed a project to remove the deteriorated buildings and infrastructure from the abandoned military base facilities on Davids Island utilizing such federal funding. Because these structures are both a source of environmental contamination and notable safety hazards due to the extent of their deterioration, your Committee concludes that the Corps' proposed project is both a very welcome and critical component of the remediation process.

Your Committee is further informed that the County has advised the City of the additional grant funding available through the State's ERP Program, which is administered by the NYSDEC and provides funding, in accordance with the Clean

Water/Clean Air Bond Act of 1996 and related legislation, for municipal programs designed to investigate and/or remediate the sources of environmental contamination where the municipal-owner is not the proximate cause of such contamination.

Your Committee is informed that the City has since requested that the County join in its ERP grant application for funding of additional investigation and remediation of the environmental conditions on Davids Island, which additional investigative work the NYSDEC has advised is a mandatory prerequisite to the future award of ERP remediation funding, as a co-applicant.

Your Committee is further informed that the Act and Resolution which are annexed hereto would authorize the County to submit a joint application with the City for grant funding under the State's ERP program. A copy of the draft grant application is annexed hereto and made a part hereof as Schedule "B." Your Committee is advised that, by submitting this application, the County will be committing to participate in both the investigation and remediation phases of the ERP program, as follows:

(1) State grant funds will cover 90% of the costs of the investigative work which is the subject of the current grant application, with the local match funding the remaining 10% of project costs; and

(2) State grant funds will cover from 50-90% of the costs of the remediation work, with the required local match covering the balance of remediation costs, subject to the scope of work and cost estimates to be developed during the investigative phase.

Of note, neither the annexed application, nor the relevant Resolution or Act, specify a sum certain for either the total grant request or the required local match associated with the investigation phase of this work. Your Committee is informed that this is because the State's ERP Program is an anomaly in that, upon approval of the grant application, the State will fund a fixed percentage of the actual cost of either the investigation or remediation phases (i.e. 90% of investigation work) even where the actual cost of the work undertaken exceeds the State-approved project cost estimate. For example, it is estimated that the additional investigative work to be performed at Davids Island under the ERP program will cost \$1 million, requiring a State/ERP contribution of 90% or \$900,000. However, in the event that the actual cost of investigation rises to \$1.5 million, the State will honor its commitment to pay 90% of the total cost or \$1,350,000. In such event, the local match will also increase proportionately.

Your Committee is also informed, however, that the annexed Act does place a financial limit on the County's share of the local match for this grant request in the total not-to-exceed amount of Sixty Thousand (\$60,000) Dollars. This figure is based on the estimated \$1 million cost of the investigative work proposed under the current grant application. Given that the required local match of 10% or \$100,000 would apply, the \$60,000 represents a 50/50 split of the local match between the City and the County, with an additional \$10,000 allowance built into the authorization in the event that the actual costs of the investigative work exceed the estimate by up to twenty (20%) percent. Pursuant to said Act, the County's share of the local match shall be calculated as follows:

(i) in the event that the local match shall equal One Hundred Thousand (\$100,000) Dollars or less, the County and the City will pay equal shares of the total local match; and

(ii) in the event that the local match shall exceed One Hundred Thousand (\$100,000) Dollars, the County and the City shall negotiate their respective shares of that portion of the local match which exceeds One Hundred Thousand (\$100,000) Dollars, provided that any County share in excess of Sixty Thousand (\$60,000.00) Dollars shall be subject to additional legal approval.

Your Committee is further informed that the Act authorizing the County to make and submit a joint application with the City for participation in the State ERP grant program, as described herein, will also ratify the annexed Resolution, which is presented in the standard form required by the NYSDEC for ERP program participation. Please be advised that your Honorable Board's approval of both instruments is required to effectuate the necessary approvals regarding the County's participation in this grant program.

As you know, this Honorable Board must comply with the requirements of the State Environmental Quality Review Act ("SEQRA"). The Commissioner of Planning has reviewed the applicable SEQRA regulations, and has advised that the making of applications under the ERP/Clean Water/Clean Air Bond Act of 1996, as described herein, is a Type II action under SEQRA pursuant to 6 NYCRR 617.5(c)(21) ("conducting concurrent environmental . . . feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action"), as specified in the annexed SEQRA Status Sheet. As such, this Honorable Board has no

further responsibilities under SEQRA as set forth in 6 NYCRR 617.6(a)(1)(i). Your Committee concurs in this determination.

Further, your Committee concurs with the County Executive's determination that the County's proposed purchase, remediation, and dedication of Davids Island as parkland presents a unique and unprecedented opportunity for the County to convert blighted and unproductive waterfront land into much-needed, multi-dimensional parkland on the Long Island Sound. The potential remediation of the precarious environmental conditions on the island, which may exist as a result of the previous use of the island as a military base, and the permanent preservation of its natural resources as parkland will be one of the most important preservation efforts undertaken by the County in recent history.

Therefore, your Committee recommends the adoption of the Act and the Resolution, annexed hereto and as described herein, in furtherance of the County's intent to acquire fee title in Davids Island from the City of New Rochelle for parkland purposes.

Dated: May 16, 2005

White Plains, New York

Bernie Spuckerman

John F. Gaudin

William J. Ryan

Theresa G. LaTotte

Budget & Appropriations

Joe Alamo

Bernie Spuckerman

John F. Gaudin

William J. Ryan

Parks & Recreation

Joe Alamo

Theresa G. LaTotte

John F. Gaudin

James Maurano

Environment

WHEREAS, the County and the City of New Rochelle (“City”) desire to apply for such ERP funding as co-applicants in furtherance of the County’s intent to acquire fee title to Davids Island from the City for parkland purposes; and

WHEREAS, the NYSDEC requires the adoption of a standardized Resolution by any municipality which requests ERP funding.

NOW THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County Executive, or his authorized designee, is hereby authorized and directed to make this joint application with the City of New Rochelle to the NYSDEC for grant funding pursuant to the State Environmental Restoration Program in order to fund both the additional investigation of environmental conditions on Davids Island as required by the NYSDEC, and the remediation thereof (“Project”).

§2. The attached Resolution authorizing the County of Westchester to participate in the State Environmental Restoration Program, for the purposes specified herein, is hereby adopted.

§3. The County of Westchester is hereby authorized to fund its share of the ten (10%) percent local match for cost of the investigative phase of the Project in the total not to exceed amount of Sixty Thousand (\$60,000) Dollars, as follows:

(i) in the event that the local match shall equal One Hundred Thousand (\$100,000) Dollars or less, the County and the City will pay equal shares of the total local match; and

(ii) in the event that the local match shall exceed One Hundred Thousand (\$100,000) Dollars, the County and the City shall negotiate their respective shares of that portion of the local match which exceeds One Hundred Thousand (\$100,000) Dollars, provided that any County share in excess of Sixty Thousand (\$60,000.00) Dollars shall be subject to additional legal approval.

§4. The County Executive or his designee is hereby authorized to execute and deliver all documents and take such actions as the County Executive deems necessary or desirable to accomplish the purposes hereof.

§5. This Act shall take effect immediately.

RESOLUTION NO. 84 - 2005

A RESOLUTION authorizing the items listed below pursuant to the Clean Water/Clean Air Bond Act of 1996 in connection with the remediation of Davids Island.

WHEREAS, the County of Westchester (hereinafter the "County") has been advised by the New York State Department of Environmental Conservation ("NYSDEC") that certain work, as described in its co-application with the City of New Rochelle (hereinafter the "City") and its attachments, will be required ("Project"), and after thorough consideration of the various aspects of the problem has hereby determined that the work specified in such application is desirable; is in the public interest and is required in order to implement the Project; and

WHEREAS, Article 56 of the NYS Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the County deems it to be in the public interest and benefit under this law to enter into a joint contract with the City of New Rochelle therefor; and

NOW THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County Executive, or his authorized designee, is hereby authorized to act on behalf of the County in all matters related to the State assistance under ECL Article 56, Title 5 in connection with this joint application with the City for the funding of the Project, as described herein. The County Executive, or his

authorized designee, is authorized to make application therefor, execute the State Assistance Contract, as co-recipient with the City, submit Project documentation, and otherwise act for the County's governing body in all matters related to State assistance for the Project.

§2. The County agrees that it will fund its portion of the cost of the Project and that funds will be made available to initiate the Project's field work within twelve (12) months of written approval of its joint application with the City by the New York State Department of Environmental Conservation.

§3. A certified copy of this authorizing Resolution shall be prepared and transmitted to the New York State Department of Environmental Conservation together with the joint Application for State Assistance and to the City of New Rochelle.

§4. This Resolution shall take effect immediately upon passage and shall specifically apply to the application annexed hereto as Schedule "B."

FISCAL IMPACT STATEMENT

CAPITAL PROJECT: BPL2A Feasibility Studies - David's Island

☐ NO FISCAL IMPACT PROJECTED

CAPITAL BUDGET IMPACT

(To be completed by Finance Department and Budget Department)

A) ☒ GENERAL FUND ☐ AIRPORT ☐ SPECIAL REVENUE FUND (Districts)

EXPENSES AND REVENUES

Source of County Funds (check one): ☒ Current Appropriations
☐ Capital Budget Amendment

B) BONDING AUTHORIZATIONS

Total Principal \$ 0 **PPU:** _____ **Anticipated Interest Rate** _____%

Anticipated Annual Cost (Principal and Interest) \$ _____

Total Debt Service (Annual Cost X Term) \$ _____

Finance Department: _____

C) IMPACT ON OPERATING BUDGET

(To be completed by Operating Department and reviewed by Budget Department)

Potential Related Expenses: Annual \$ 0 (Previously appropriated Cash to Capital)

Potential Related Revenues: Annual \$ 0

**Anticipated Savings to County and/or Impact on Department Operations
(Describe in detail for current and next four years.):**

Previously appropriated Cash to Capital

Prepared by: Ed Hoffmeister

Reviewed By: _____

Title: Associate Planner

Budget Department

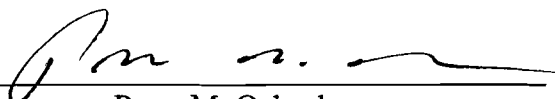
Department: Planning

If you need more space, please attach additional sheets.

STATE OF NEW YORK)
) ss.
WESTCHESTER COUNTY)

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 126 - 2005 with the original on file in my office, and that the same is a correct transcript therefrom and of the whole of the said original Act which was duly adopted by the County Board of Legislators of the County of Westchester on May 23, 2005 and approved by the County Executive on May 25, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 26th day of May, 2005.



Perry M. Ochacher

The Clerk of the Westchester County
Board of Legislators
and Chief of Staff

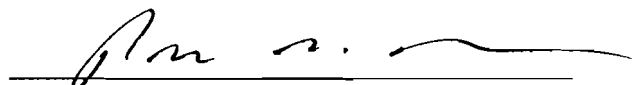
County of Westchester, New York

(seal)

STATE OF NEW YORK)
) ss.
COUNTY OF WESTCHESTER)

I HEREBY CERTIFY that I have compared the foregoing Resolution, Resolution No. 84 - 2005 with the original on file in my office and that the same is a correct transcript therefrom and of the whole of said original Resolutions which was duly adopted by the Westchester County Board of Legislators of said County on May 23, 2005.

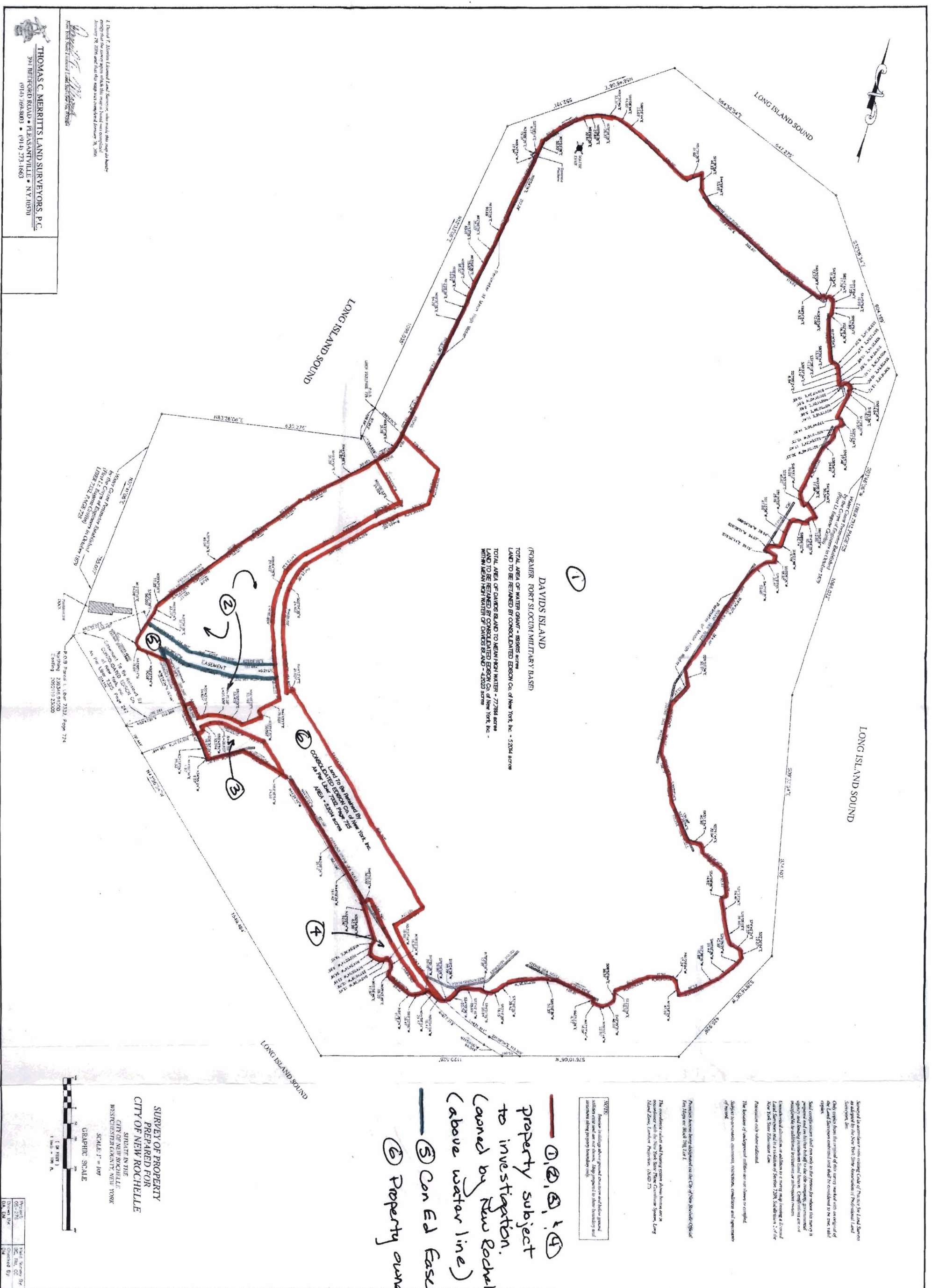
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Board of Legislators on this 24th day of May, 2005.


Perry M. Ochacher

The Clerk of the Westchester County
Board of Legislators
and Chief of Staff

County of Westchester, New York

(seal)



Prepared By OE-278	Field Survey By BC, PAU, CC
Drawn By DA, DM	Checked By DM

13° 54' east 834.00 feet to a point; south
23° 55' west 427.00 feet to a point; south
71° 49' west 1,121.00 feet to a point; north
48° 18' west 1,550.00 feet to the point of
beginning.

PARCEL 2

A perpetual easement for the location, construction, maintenance, repair, patrol, replacement and removal of a telephone pole line, in, over, upon and across the following described property:

All that certain tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Lot 8 and a portion of the unnumbered lot lying southeasterly of Lots 8 and 9 as shown on a certain map entitled, "Supplemental Map of Land of Charles H. Young, Esq., on Davenport's Neck, New Rochelle, N.Y." made by De Luze and Emmet, Engineers and Surveyors, October 1897, and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, June 11, 1898, as Map No. 1329, and bounded and described as follows:

BEGINNING at a point at mean high water line of New Rochelle Creek as the same formerly existed at the northwesterly corner of Lot No. 9 as shown on said Map of Land of Charles H. Young, and running thence along the said high water line the following two courses and distances: north 74° 55' 10" east 2.97 feet; north 41° 33' 00" east 7.51 feet to a point; thence south 48° 10' 00" east parallel with and distant 10 feet as measured at right angles from the southwesterly line of Lot No. 8 a distance of 517.15 feet to a point; thence north 44° 37' 52" east 7.52 feet to a point; thence south 48° 10' 00" east a distance of 255.78 feet to a point in the mean high water line of Long Island Sound; thence south 28° 20' 15" west a distance of 25.71 feet along the mean high water line of Long Island Sound to a point; thence north 48° 10' 00" west a distance of 263.00 feet

to a point; thence north 44° 37' 52" east 7.50 feet to a point opposite the continuation westerly of the southwesterly line of Lot No. 8; thence north 48° 10' 00" west along the southwesterly line of Lot No. 8 and a continuation thereof a distance of 518.24 feet to the point or place of beginning.

Being the same easement acquired by condemnation proceedings in the U.S. District Court for the Southern District of New York, Civil No. 31-92.

PARCEL 3

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at an angle point in the sea wall on the westerly boundary line of the reservation from which angle point the bearing and distance to a reference monument on the westerly side of Fort Slocum Road near the end of the railway tracks is north 4° 14' 40" west 133.09 feet, and thence running north 42° 27' 10" west 15.70 feet along the sea wall to a point; thence north 11° 06' 20" east 26.90 feet to a point, from which the bearing and distance to the aforesaid reference monument on the westerly side of Fort Slocum Road is north 2° 40' 06" west 94.86 feet; thence north 34° 14' 00" east 103.10 feet to a point on the sea wall at the most northerly corner of the reservation; thence south 55° 25' 00" east 120.62 feet to a point; thence south 34° 35' 00" west 75.65 feet to a point; thence north 55° 25' 00" west 44.00 feet to a point; thence south 34° 35' 00" west 55.66 feet to a point; thence north 55° 25' 00" west 49.98 feet to the point of beginning.

TOGETHER with the right to pass and repass on foot or with animals, vehicles, loads or otherwise, through and over a certain road known as Fort Slocum Road, formerly Neptune Road, formerly Neptune Causeway, as now laid out, to Pelham Road, and which said road, leads from the lands above described to the public highway.

Being the same property acquired by deed dated April 1, 1919 of Neptune Realty Company, recorded in the Westchester County Register's Office in Deed Book 2190 Page 248.

PARCEL 4

ALL that tract or parcel of land lying and being in the City of New Rochelle, County of Westchester and State of New York and more particularly described as follows:

BEGINNING at a point on the westerly side of Fort Slocum Road on the Division line between the land hereinafter described on the south and land of the City of New Rochelle on the north, said point being located south 19° 10' 52" west 10.14 feet from a reference monument on the westerly side of said road (being the same monument referred to in the description for Parcel 3 herein) and north 19° 10' 52" east 135.00 feet from the line of mean high water of New Rochelle Creek; running thence from said point of beginning, north 56° 43' 12" west along the said land of the City of New Rochelle 282.59 feet to the southeasterly side of Harbor Lane; running thence along the southeasterly side of Harbor Lane, south 33° 16' 48" west 253.45 feet to the northeasterly side of Glen Island Approach; running thence along the northeasterly side of Glen Island Approach, south 35° 39' 30" east 301.00 feet to the line of mean high water of New Rochelle Creek; running thence along said line of mean high water of New Rochelle Creek the following nine courses and distances: north 4° 40' 50" east 27.82 feet; north 16° 55' 40" east 17.27 feet; north 23° 40' 40" east 27.80 feet; north 30° 28' 40" east 34.86 feet; north 39° 16' 25" east 29.64 feet; north 44° 31' 50" east 31.69 feet; north 55° 54' 30" east 26.64 feet; north 68° 05' 10" east 18.03 feet; north 80° 05' 10" east 40.17 feet to the westerly side of Fort Slocum Road; running thence along said westerly side of Fort Slocum Road, north 19° 10' 52" east 135.00 feet to the point or place of beginning.

Being the same property acquired by condemnation proceedings in the U.S. District Court for the Southern District of New York, Civil No. 19-156.

TOGETHER with all right, title and interest in and to the land and land under water and the waters over the land adjoining the above premises as described in Letters Patent from the People of the State of New York as follows:

To Thaddeus Davids in Liber 39 Letters Patent Page 39
To Neptune Realty Company in Liber 2181 cp 217
To the County of Westchester in Liber 3140 cp 177
To Martin J. Keogh in Liber 51 Letters Patent page 7
To the City of New Rochelle in Liber 3222 cp 221.

Being the same properties acquired by deed, dated May 11, 1967, of the United States of America, acting by and through the Administrator of General Services, recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on May 15, 1967, in Liber 6704 Page 227 of Deeds.

SUBJECT to zoning regulations and ordinances of the City of New Rochelle.

SUBJECT to covenants and restrictions of record affecting the premises conveyed hereunder.

SUBJECT to a purchase money first mortgage in the principal sum of NINE HUNDRED AND FORTY-THREE THOUSAND FOUR HUNDRED (\$943,400.00) DOLLARS, which is intended to be recorded simultaneously herewith.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

This conveyance is made upon the express condition that neither the party of the second part hereunder, its successors or assigns, shall at any time hereafter convey, transfer or lease any of the properties conveyed hereunder to any tax exempt or governmental organization, except to the City of New Rochelle, and upon the further condition that this covenant to which the party of the second part agrees, for itself, its successors and assigns, by acceptance of this deed, shall run with the land and be binding upon the party of the second part, its successors and assigns and all future owners of the said properties.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so required.

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

IN PRESENCE OF:

WEE

CITY OF NEW ROCHELLE

By

Murray C. Stewart
City Manager

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

On the *26th* day of *September*, 1968, before me personally came MURRAY C. FUERST, to me known, who, being by me duly sworn, did depose and say that he resides at No. 130 Norman Road in the City of New Rochelle, County of Westchester and State of New York; that he is the City Manager of the City of New Rochelle, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of Council Resolution No. *268*, adopted *September 25*, 1968 and that he signed his name thereto by like order.

CATHERINE E. McGRATH
Notary Public, State of New York
No. 60-7836300
Qualified in Westchester County
Term Expires March 30, 1970