

PERIODIC REVIEW REPORT

FORMER “SAKMANN RESTAURANT CORP.” PROPERTY

**LOCATED AT U.S. ROUTE 9W
TOWN OF HIGHLANDS
ORANGE COUNTY, NEW YORK**

NYSDEC Voluntary Cleanup Site Number: V-00083-3

October 2010

ESI File: SF01123.71

Prepared by:



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24 Davis Avenue
Poughkeepsie, New York 12603**

Prepared For:

**Palisades Interstate Park Commission
Administration Building
Bear Mountain, New York 10911**

The undersigned has reviewed this Periodic Review Report and certifies to Palisades Interstate Park Commission, that the information provided in this document is accurate as of the date of issuance by this office.

Paul H. Ciminello
President



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1.0 INTRODUCTION

1.1 Site Overview

This Periodic Review Report (PRR) details on-going site management actions appropriate to address known environmental conditions at the former “Sakmann Restaurant Corp.” Site (hereafter referred to as the “Site”), located at US Route 9W, Town of Highlands, Orange County, New York. The Site entered the New York State Voluntary Cleanup Program (VCP) in November 2003.

On-site contamination resulted from the historic use of the Site as an automotive repair facility. During a site inspection in 2001, wastewater contaminated with degreasers was noted discharging into a floor drain in the basement of an on-site garage structure. Laboratory analysis of subsurface soils in the vicinity of the floor drain documented the presence of multiple volatile organic compounds (VOCs) at concentrations above NYSDEC guidance levels (including BTEX, MTBE and chlorinated hydrocarbons). Based on these findings, a spill event (number 0107005) was reported to the NYSDEC in October 2001.

A Remedial Action Work Plan (RAWP) was approved as a “final” document by the NYSDEC and New York State Department of Health (NYSDOH) in January 2005. The RAWP specified removal of an on-site fuel oil UST, demolition of the Garage and remediation of contaminated soil, additional soil and soil vapor characterization, installation of a soil barrier layer, and continued monitoring of on-site groundwater monitoring wells.

During the course of the environmental investigation and remediation, NYSDEC personnel requested specific modifications to the scope of work presented in the RAWP. These changes were incorporated into an approved Supplemental Work Plan, issued in December 2005, which called for documentation of indoor air quality at the Restaurant and additional soil investigation. Following building demolition and soil removal activities, contractors for the property owner imported soils for use as a barrier layer. A portion of this material was not from an approved source and a Scope of Work for Investigation of Imported Cover Soils (SOW) was developed to document soil quality. The soils were documented to be acceptable for use as backfill and were subsequently covered by an approved barrier layer of imported certified clean soil. NYSDEC requested ESI to incorporate the Supplemental Work Plan and the SOW into a revised RAWP, which was accepted as a Final document in July 2007 and issued in August 2007.

Site location and Well Location Maps are included as Appendix A.

1.2 Effectiveness of Remedial Program

Remedial activities, performed under the NYSDEC approved RAWP, included:

- Investigation of soil gas and air quality in the vicinity of the Restaurant;
- Demolition of the former Garage;
- Remediation of contaminated soil beneath the Garage slab;
- Soil investigations at former septic system and west of the Garage;
- Removal of the abandoned fuel-oil UST and confirmatory sampling;

- Installation of a soil barrier layer over areas of low-grade soil contamination;
- Post-remediation groundwater sampling events;
- Implementation of an approved Site Management Plan; and,
- Implementation of Required Institutional Controls.

These remedial activities were completed in order to allow the southern portion of the Site to be used as a parking lot and the northern portion to remain undeveloped while limiting impacts to human health and the environment. On-site soil contamination consisting of polycyclic aromatic hydrocarbons (PAHs), metals, and areas containing petroleum odors continues to be present in soils and low level volatile organic compound (VOC) concentrations have been detected in on- and off-site groundwater; however, monitoring of the soil cover and groundwater sampling and analysis indicate that remedial efforts have been sufficiently protective.

A Final Engineering Report (FER), documenting the completion of remedial activities at the site was issued in May 2009 and approved by NYSDEC in a letter, dated May 18, 2009. The FER includes a Site Management Plan (SMP) which sets forth guidelines for annual inspections of the barrier layer to document SMP compliance, and specifies protocols and reporting requirements for sampling and eventual closure of the monitoring wells. The monitoring activities discussed in this PRR are those described in the SMP.

2.0 SITE MANAGEMENT PLAN

After the completion of Site remediation, a SMP, dated October 2007 (Revised January 2009) was prepared which documented operations and maintenance (O&M) plan requirements for the Site. These O&M requirements are to remain in place until the NYSDEC issues a finding that a specific activity or activities can be terminated.

Institutional control/engineering control (IC/EC) requirements are not explicitly stated in the SMP; however, they are specified in the Declaration of Covenants and Restrictions for the Site. IC/EC controls and O&M requirements for the Site are detailed in Sections 2.1 and 2.2, below.

2.1 Institutional Control/Engineering Control Compliance Report

The institutional controls (IC) for the Site include:

- Land use restrictions; and,
- A site management plan.

The sole engineering control at the Site is a soil cover, installed at the time of remediation.

The land use restriction includes the following components:

- No construction, use, or occupancy of the property can result in the disturbance or excavation of the property which threatens the integrity of the soil cap, or which results in unacceptable human exposure to contaminated soils. However, if disturbance of the cap is necessary prior approval of the NYSDEC is required.
- The owner of the property will maintain the cap by maintaining the landscaped cover or by capping the property with another material, with approval of the NYSDEC.
- The property may only be utilized for limited recreational uses including benches, picnic tables, and/or scenic overlooks. In addition, use of the Site will be in conformance with NYSDEC Part 375 (Remedial Program) regulations for "Restricted Commercial Use" and will be not subject to other use without a written waiver from the NYSDEC.

No construction or use of the Site has occurred that has resulted in the disturbance or excavation of the soil cover and none is planned (demolition of the former on-site structure is discussed in Section 2.2.3, below). In the case of a situation which requires excavation (i.e., repair of on-site utilities), the NYSDEC will be notified and appropriate health, safety and environmental protection measures (i.e., stockpiling excavated soil on and beneath plastic) will be instituted prior to the commencement of excavation. The land use restriction is effective in protecting human health and the environment.

A soil management plan is included as part of the SMP and addresses the management of any soils generated by potential future soil disturbances (see Section 2.2, below). The plan includes the proper monitoring of activities and off-site disposal of any excavated material. Although no on-site excavation has been completed to date, the soil management plan will effectively protect human health and the environment in the event of excavation of soil.

Both the deed restrictions on this Site and the SMP have been approved by the NYSDEC.

2.2 Operations and Maintenance Plan Compliance

The O&M plan is detailed in the SMP and includes the following components:

- Groundwater monitoring; and,
- Inspection of the soil cover.

Site monitoring is included as part of the O&M plan, and as such no separate monitoring plan compliance section is included in this PRR. Compliance for each component of the SMP is described below.

2.2.1 Groundwater Monitoring

On-site and off-site (see below) groundwater quality data have been collected from 2002 through 2010 for on-site wells and 2008 through 2010 for off-site wells. Groundwater contamination likely to be attributable to releases of chlorinated solvents from interior conduits at a former on-site automobile repair facility appeared to have significantly attenuated subsequent to soil removal activities in September 2005. A recent sampling event (September 2010) documented low levels of methyl tert butyl ether (MTBE, guidance level 10 µg/L) in MW-1D (6.8 µg/L) and MW-2S (0.99 µg/L). A low level of tetrachloroethylene (PCE) was detected in MW-2S (1.6 µg/L, guidance level 5 µg/L). No VOCs were detected in MW-1S, MW-2D and MW-4S. No other reportable concentrations of VOCs were detected in any of the samples. No VOCs above guidance values have been detected in any on-site wells since 2004, with the exception of a slightly elevated concentration of p-isopropyltoluene at MW-1S in June 2006 (7.5 µg/L, guidance level 5 µg/L).

Of note, on-site and off-site concentrations of gasoline constituents may be related to a nearby petroleum release at an upgradient gas station (NYSDEC Spill 0003187), not the documented release at this site. Both on-site and off-site contamination of chlorinated solvents is considered the result of the on-site release.

Four previous sampling events of the potable water supply at the adjoining downgradient off-site residence (Provan well) have been conducted (May 2007, July 2007, October 2008, and September 2009). Laboratory analysis of groundwater samples collected from the Provan well have documented an estimated low level of PCE (2 µg/L) in May 2007, non-detectable levels of VOCs in July 2007, an estimated low-level concentration of PCE in October 2008 (2 µg/L), and MTBE (1 µg/L) and PCE (2 µg/L) in 2009. 2010 data indicate PCE at 1.4 µg/L and toluene at an estimated concentration of 0.1 µg/L.

Data from the groundwater sampling events will be provided in an Operations and Maintenance Letter Report issued to the Owner and the NYSDEC no later than 30 days after the sampling event has occurred.

Monitoring well MW-3D was decommissioned on February 26, 2009 by personnel from Hydro Tech Environmental Corp. The well was opened, and the depth of the well was measured to determine if any silt or debris had plugged the well. The well was found to be clear to 85 feet (the approximate depth of the well). Grout was then mixed in 5-gallon buckets and introduced into the well from the bottom to the top of the well. A ferrous metal marker was embedded in the top of the grout to indicate the location of the former monitoring well.

Laboratory Data Tables are included as Appendix B.

2.2.2 Monitoring of Barrier Layer Integrity

As documented in the FER, soil cover had been installed across the northern portion of the Site during June 2007 (Area A). Additional soil cover was installed subsequent to demolition of the restaurant structure (see Section 2.2.3, below) during November 2009 (Area B). The two areas of soil cover are indicated on the Well Location Map in Appendix A.

On September 13, 2010, ESI personnel inspected all areas of the Site where the soil cover had previously installed. These areas were found to be intact and covered with surface vegetation. It was also noted that those areas of the property covered by asphalt were also intact, and that no on-site activities likely to disrupt or damage the soil cover or asphalt layer were being conducted.

The NYSDEC has raised questions about the sampling completed to document the integrity of the soil cover. In communications with ESI, the NYSDEC has requested additional soil testing to meet the requirements of the revised DER-10 guidelines. ESI has presented this request to the current property owner and is awaiting a response.

2.2.3 Additional Actions

Building Demolition

Building demolition was conducted between November 2, 2009 and November 4, 2009. Demolition activities included the complete removal of the on-site building (including the foundation), and the removal of a concrete patio area located to the south of the former building. Approximately 383 cubic yards of construction and demolition debris and approximately 175 cubic yards of concrete were properly disposed of off-site between November 3 and 5, 2009. Additionally, debris and associated trash were removed from the slope near the eastern property line. This debris generally consisted of scattered trash and non-construction debris.

Importation of Clean Fill and Site Restoration

Approximately 685 cubic yards of clean fill was imported to the Site between November 4 and 6, 2009. No field evidence of contamination was observed in any of the soils imported to the Site and laboratory results of samples documented the material as meeting the criteria for "clean fill". As stated above, NYSDEC has expressed concern over the completeness of testing and this concern is being reviewed with the current owner.

3.0 CONCLUSIONS and RECOMMENDATIONS

3.1 Compliance with the Site Management Plan

1. All of the requirements of the SMP including groundwater monitoring, and monitoring of the barrier layer have been met during this period of review.
2. All of the requirements of the institutional controls (groundwater use restriction, the land use restriction) have been met during this review period.
3. Data continue to indicate low-level concentrations of VOCs in groundwater at on- and off-site monitoring wells. No significant fluctuation of groundwater quality has been documented and no exceedances of groundwater protection standards are evident.

It is recommended that sampling frequency be reduced to annually from quarterly.

4. The barrier layer was found to be intact and no on-site activities likely to disrupt or damage the barrier layer were noted to have been conducted.
5. Imported fill material was brought onto the Site in conjunction with the removal of the former on-site building. Testing documented the absence of significant concentrations of VOCs, SBOCs, metals, PCBs, and pesticides. NYSDEC has raised concerns about the number of samples collected and has requested additional testing.

Inspection of the barrier layer will continue on an annual basis.

3.2 Performance and Effectiveness of the Remedy

On-site contamination continues to be present in soils and groundwater; however, monitoring of the soil cover and groundwater sampling indicates that remedial efforts have been sufficient in protecting human health and the environment during this reporting period. Institutional/Engineering Control Certification is included as Appendix C.

3.3 Future Periodic Review Report Submittals

A PRR will be submitted annually for this Site, until site management is determined to be no longer necessary in consultation with the NYSDEC.



APPENDIX A

Maps



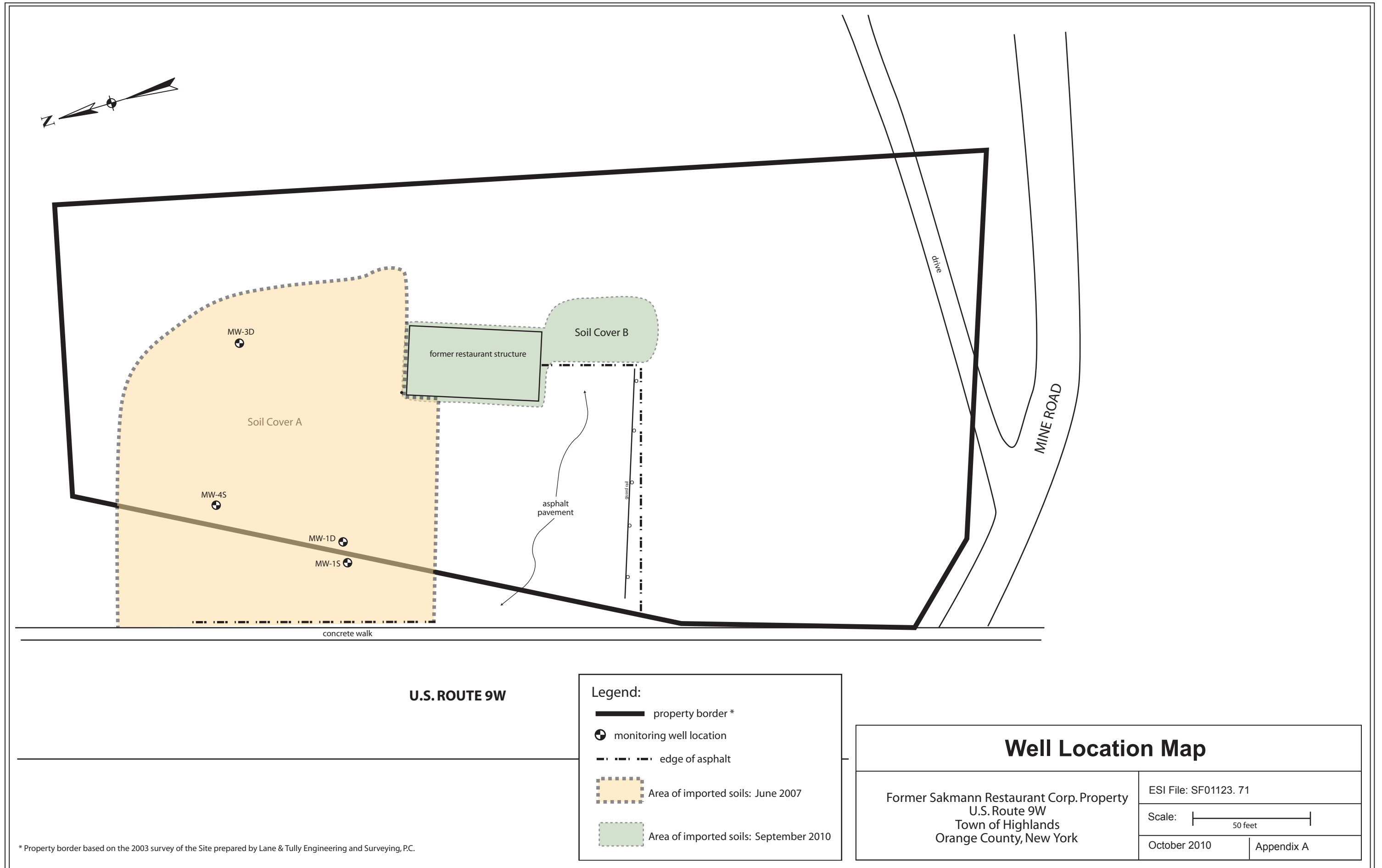
Site Location Map
Former Sakmann Property
U.S. Route 9W
Town of Highlands
Orange County, New York



ESI File: SF01123.71

October 2010

Appendix A





APPENDIX B

Data Summary Tables

Table 1: Summary of Detected VOCs in Groundwater - ESI File: SF01123.71
(May 2002 through September 2010 Sampling Events)

All data provided in micrograms per liter. Concentrations in **bold** exceed NYSDEC established guidance levels

| VOCs | | Guidance | MW-1S | | | | | | | | | | | | | | | | MW-1D | | | | | | | | | | | | | | | |
|--------------------|-------|----------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|
| (Method 8260) | Level | | May-02 | Jun-03 | Feb-04 | May-04 | Aug-04 | Jan-05 | Jun-05 | Dec-05 | Mar-06 | Jun-06 | Oct-06 | Apr-07 | Jul-07 | Aug-08 | Sept-09 | Sept-10 | May-02 | Jun-03 | Feb-04 | May-04 | Aug-04 | Jan-05 | Jun-05 | Dec-05 | Mar-06 | Jun-06 | Oct-06 | Apr-07 | Jul-07 | Aug-08 | Sept-09 | Sept-10 |
| Bromomethane | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | 3 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Chloroform | 7 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | 6 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Chloromethane | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | 2 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| 1,2-DCE | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Naphthalene | 10 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| MTBE | 10 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | 4 | 4 | 5 | 8 | ND | 6 | 6 | 3 J | 1.2 J | 3 J | 3 J | 3 J | 6 | 8 | 6.8 | |
| n-Butylbenzene | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | 1.3 J | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| p-Isopropyltoluene | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | 7.5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | 2 J | ND | ND | ND | ND | ND | ND | ND |
| PCE | 5 | ND | ND | ND | ND | ND | ND | 1 | ND | ND | 1.3 J | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VOCs | | Guidance | MW-2S | | | | | | | | | | | | | | | | MW-2D | | | | | | | | | | | | | | | |
| (Method 8260) | Level | | May-02 | Jun-03 | Feb-04 | May-04 | Aug-04 | Jan-05 | Jun-05 | Dec-05 | Mar-06 | Jun-06 | Oct-06 | Apr-07 | Jul-07 | Aug-08 | Sept-09 | Sept-10 | May-02 | Jun-03 | Feb-04 | May-04 | Aug-04 | Jan-05 | Jun-05 | Dec-05 | Mar-06 | Jun-06 | Oct-06 | Apr-07 | Jul-07 | Aug-08 | Sept-09 | Sept-10 |
| Bromomethane | 5 | ND | NA | NA | NA | NA | ND | ND | ND | ND | ND | ND | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Chloroform | 7 | 1 | NA | NA | NA | NA | ND | ND | ND | ND | ND | ND | NA | ND | ND | ND | ND | 3.2 J | 6 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Chloromethane | 5 | ND | NA | NA | NA | NA | ND | ND | ND | ND | ND | ND | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| 1,2-DCE | 5 | 58 | NA | NA | NA | NA | ND | 2 | 2 | 1 J | 1.3 J | ND | NA | ND | ND | ND | ND | 1 | 21 | ND | ND | ND | ND | ND | 1 | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Naphthalene | 10 | ND | NA | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | 1 J | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| MTBE | 10 | 22 | NA | ND | ND | ND | ND | 1 | 1 | 3 J | 3.5 J | 3 J | NA | 2 J | 3 J | ND | 0.99 J | ND | 1 | ND | 2 | 3 | ND | 1 | 2 | 2 J | 2.2 J | 2 J | 1 J | 2 J | ND | 2 J | 2 J | |
| n-Butylbenzene | 5 | ND | NA | NA | NA | NA | ND | ND | ND | ND | ND | ND | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| p-Isopropyltoluene | 5 | ND | NA | NA | NA | NA | ND | ND | ND | ND | 1 J | ND | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | 1.5 J | ND | ND | ND | ND | ND | ND | ND |
| PCE | 5 | 2 | NA | NA | NA | NA | ND | 2 | 3 | 2 J | 1.9 J | 2 J | NA | ND | 2 J | 2 J | 1.6 J | ND | 2 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| VOCs | | Guidance | MW-3D (Permanently Closed March 2009)* | | | | | | | | | | | | | | | | MW-4S | | | | | | | | | | | | | | | |
| (Method 8260) | Level | | May-02 | Jun-03 | Feb-04 | May-04 | Aug-04 | Jan-05 | Jun-05 | Dec-05 | Mar-06 | Jun-06 | Oct-06 | Apr-07 | Jul-07 | Aug-08 | Sept-09 | Sept-10 | May-02 | Jun-03 | Feb-04 | May-04 | Aug-04 | Jan-05 | Jun-05 | Dec-05 | Mar-06 | Jun-06 | Oct-06 | Apr-07 | Jul-07 | Aug-08 | Sept-09 | Sept-10 |
| Bromomethane | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Chloroform | 7 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Chloromethane | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| 1,2-DCE | 5 | 21 | 20 | 9 | ND | 5 | ND | 5 | 4 | 3 J | 3.8 J | 4 J | 5 J | ND | NA | NA | NA | 2 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| Naphthalene | 10 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| MTBE | 10 | 19 | 9 | 4 | 7 | 3 | ND | 3 | 3 | 2 J | 2.9 J | 2 J | ND | ND | NA | NA | NA | ND | 3 | 1 | 1 | 1 | ND | 1 | 4 | 4 J | 1.2 J | ND | ND | ND | 2 | ND | ND | |
| n-Butylbenzene | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |
| p-Isopropyltoluene | 5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | 1.8 J | ND | ND | ND | NA | NA | NA | ND | ND | ND | ND | ND | ND | ND | ND | ND | 0.8 J | ND | ND | ND | ND | ND | ND | ND |
| PCE | 5 | 2 | 2 | 1 | ND | ND | ND | 1 | 2 | 1 J | 1.2 J | 1 J | 1 J | ND | NA | NA | NA | 1 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND |

NOTES:

Only detected compounds are presented.

Guidance Levels based on NYSDEC Division of Water TOGS 1.1.1

J - Data indicate the presence of a compound that meets the identification criteria. The result is less than the quantitation limit but greater than zero. The concentration given is an approximate value.

ND = Not Detected above specified detection limit.

NA = Not Available (well not sampled)

Table 2: VOCs in Provan Supply Well - ESI File: SF01123.71

All results provided in µg/L. Results in **bold** exceed designated guidance levels.

| Compound | Guidance Level | Sample Date | | | | |
|--------------------------------|----------------|-------------|---------|---------|---------|----------|
| | | May-07* | Jul-07* | Oct-08* | Sep-09* | Sep-10** |
| 1,1,1,2-Tetrachloroethane | 5 | ND | ND | ND | ND | ND |
| 1,1,1-Trichloroethane | 5 | ND | ND | ND | ND | ND |
| 1,1,2,2-Tetrachloroethane | 5 | ND | ND | ND | ND | ND |
| 1,1,2-Trichloroethane | 1 | ND | ND | ND | ND | ND |
| 1,1-Dichloroethane | 5 | ND | ND | ND | ND | ND |
| 1,1-Dichloroethylene | 5 | ND | ND | ND | ND | ND |
| 1,1-Dichloropropylene | 5 | ND | ND | ND | ND | ND |
| 1,2,3-Trichlorobenzene | 5 | ND | ND | ND | ND | ND |
| 1,2,3-Trichloropropane | 0.04 | ND | ND | ND | ND | ND |
| 1,2,3-Trimethylbenzene | 5 | ND | ND | ND | ND | ND |
| 1,2,4-Trichlorobenzene | 5 | ND | ND | ND | ND | ND |
| 1,2,4-Trimethylbenzene | 5 | ND | ND | ND | ND | ND |
| 1,2-Dibromo-3-chloropropane | 0.04 | ND | ND | ND | ND | ND |
| 1,2-Dibromoethane | 5 | ND | ND | ND | ND | ND |
| 1,2-Dichlorobenzene | 3 | ND | ND | ND | ND | ND |
| 1,2-Dichloroethane | 5 | ND | ND | ND | ND | ND |
| 1,2-Dichloroethylene (total) | 5 | ND | ND | ND | ND | ND |
| 1,2-Dichloropropane | 1 | ND | ND | ND | ND | ND |
| 1,3,5-Trimethylbenzene | 5 | ND | ND | ND | ND | ND |
| 1,3-Dichlorobenzene | 3 | ND | ND | ND | ND | ND |
| 1,3-Dichloropropane | 5 | ND | ND | ND | ND | ND |
| 1,4-Dichlorobenzene | 3 | ND | ND | ND | ND | ND |
| 1-Chlorohexane | 5 | ND | ND | ND | ND | ND |
| 2,2-Dichloropropane | 5 | ND | ND | ND | ND | ND |
| 2-Chlorotoluene | 5 | ND | ND | ND | ND | ND |
| 4-Chlorotoluene | 5 | ND | ND | ND | ND | ND |
| Benzene | 1 | ND | ND | ND | ND | ND |
| Bromobenzene | 5 | ND | ND | ND | ND | ND |
| Bromochloromethane | 5 | ND | ND | ND | ND | ND |
| Bromodichloromethane | 50 | ND | ND | ND | ND | ND |
| Bromoform | 50 | ND | ND | ND | ND | ND |
| Bromomethane | 5 | ND | ND | ND | ND | ND |
| Carbon tetrachloride | 5 | ND | ND | ND | ND | ND |
| Chlorobenzene | 5 | ND | ND | ND | ND | ND |
| Chloroethane | 5 | ND | ND | ND | ND | ND |
| Chloroform | 7 | ND | ND | ND | ND | ND |
| Chloromethane | 5 | ND | ND | ND | ND | ND |
| Cis-1,3-Dichloropropylene | 0.4 | ND | ND | ND | ND | ND |
| Dibromochloromethane | 5 | ND | ND | ND | ND | ND |
| Dibromomethane | 5 | ND | ND | ND | ND | ND |
| Dichlorodifluoromethane | 5 | ND | ND | ND | ND | ND |
| Ethylbenzene | 5 | ND | ND | ND | ND | ND |
| Hexachlorobutadiene | 0.5 | ND | ND | ND | ND | ND |
| Isopropylbenzene | 5 | ND | ND | ND | ND | ND |
| Methyl tert-butyl ether (MTBE) | 10 | ND | ND | ND | 1 J | ND |
| Methylene chloride | 5 | ND | ND | ND | ND | 0.6 |
| Naphthalene | 10 | ND | ND | ND | ND | ND |
| n-Butylbenzene | 5 | ND | ND | ND | ND | ND |
| n-Propylbenzene | 5 | ND | ND | ND | ND | ND |
| o-Xylene | 5 | ND | ND | ND | ND | ND |
| p-&m-Xylenes | 5 | ND | ND | ND | ND | ND |
| p-Isopropyltoluene | 5 | ND | ND | ND | ND | ND |
| sec-Butylbenzene | 5 | ND | ND | ND | ND | ND |
| Styrene | 5 | ND | ND | ND | ND | ND |
| tert-Butylbenzene | 5 | ND | ND | ND | ND | ND |
| Tetrachloroethylene (PCE) | 5 | 2 J | ND | 2 J | 2 J | 1.4 |
| Toluene | 5 | ND | ND | ND | ND | 0.1 J |
| trans-1,3-Dichloropropylene | 0.4 | ND | ND | ND | ND | ND |
| Trichloroethylene | 5 | ND | ND | ND | ND | ND |
| Trichlorofluoromethane | 5 | ND | ND | ND | ND | ND |
| Vinyl chloride | 2 | ND | ND | ND | ND | ND |

Notes:

* USEPA Method 8260

** USEPA Method 502.2

Guidance levels based on NYSDEC Division of Water TOGS 1.1.1

ND = Not Detected J = estimated concentration



APPENDIX C

Institutional Control/Engineering Control Certification



Enclosure 1
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Site Management Periodic Review Report Notice
Institutional and Engineering Controls Certification Form



| | | | |
|--|---------------|--|--------------|
| Site No. | V00083 | Site Details | Box 1 |
| Site Name Sakmann Corporation Restaurant Property | | | |
| Site Address: Route 9W | | Zip Code: 10922 | |
| City/Town: Highlands | | | |
| County: Orange | | | |
| Allowable Use(s) (if applicable, does not address local zoning): Commercial and Industrial | | | |
| Site Acreage: 1.5 | | | |
| Owner: Highlands Battlesite Properties, LLC | | Palisades Interstate Park Commission | |
| One Civic Center Plaza, Suite 200, Poughkeepsie, NY 12601 | | Administration Building Bear Mountain, New York 10911 | |
| Reporting Period: June 30, 2010 to November 15, 2011 June 30, 2009 to November 15, 2010 | | | |

| | | |
|--|-------------------------------------|-------------------------------------|
| Verification of Site Details | Box 2 | |
| | YES | NO |
| 1. Is the information in Box 1 correct? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If NO, are changes handwritten above or included on a separate sheet? | <input checked="" type="checkbox"/> | |
| 2. Has some or all of the site property been sold, subdivided, merged, or undergone a tax map amendment during this Reporting Period? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If YES, is documentation or evidence that documentation has been previously submitted included with this certification? | <input type="checkbox"/> | |
| 3. Have any federal, state, and/or local permits (e.g., building, discharge) been issued for or at the property during this Reporting Period? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If YES, is documentation (or evidence that documentation has been previously submitted) included with this certification? | <input type="checkbox"/> | |
| 4. If use of the site is restricted, is the current use of the site consistent with those restrictions? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If NO, is an explanation included with this certification? | <input type="checkbox"/> | |
| 5. For non-significant-threat Brownfield Cleanup Program Sites subject to ECL 27-1415.7(c), has any new information revealed that assumptions made in the Qualitative Exposure Assessment regarding offsite contamination are no longer valid? | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES, is the new information or evidence that new information has been previously submitted included with this Certification? | <input type="checkbox"/> | |
| 6. For non-significant-threat Brownfield Cleanup Program Sites subject to ECL 27-1415.7(c), are the assumptions in the Qualitative Exposure Assessment still valid (must be certified every five years)? | <input type="checkbox"/> | <input type="checkbox"/> |
| If NO, are changes in the assessment included with this certification? | <input type="checkbox"/> | |

SITE NO. V00083

Box 3

Description of Institutional Controls

Parcel

Institutional Control

S_B_L Image: **16-3-13**

Ground Water Use Restriction
Soil Management Plan

Box 4

Description of Engineering Controls

Parcel

Engineering Control

S_B_L Image: **16-3-13**

Cover System

Attach documentation if IC/ECs cannot be certified or why IC/ECs are no longer applicable.
(See instructions)

Control Description for Site No. V00083

Parcel: 16-3-13

The northern half of the site is covered by a barrier layer of at least 18 inches of clean fill topped off with surface vegetation at grade. Also, the site's use is limited to "restricted commercial" & groundwater use is prohibited unless the water is treated appropriately.

Periodic Review Report (PRR) Certification Statements

1. I certify by checking "YES" below that:

a) the Periodic Review report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

b) to the best of my knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and the information presented is accurate and complete.

YES NO

☒ ☐

2. If this site has an IC/EC Plan (or equivalent as required in the Decision Document), for each Institutional or Engineering control listed in Boxes 3 and/or 4, I certify by checking "YES" below that all of the following statements are true:

(a) the Institutional Control and/or Engineering Control(s) employed at this site is unchanged since the date that the Control was put in-place, or was last approved by the Department;

(b) nothing has occurred that would impair the ability of such Control, to protect public health and the environment;

(c) access to the site will continue to be provided to the Department, to evaluate the remedy, including access to evaluate the continued maintenance of this Control;

(d) nothing has occurred that would constitute a violation or failure to comply with the Site Management Plan for this Control; and

(e) if a financial assurance mechanism is required by the oversight document for the site, the mechanism remains valid and sufficient for its intended purpose established in the document.

YES NO

☒ ☐

3. If this site has an Operation and Maintenance (O&M) Plan (or equivalent as required in the Decision Document);

I certify by checking "YES" below that the O&M Plan Requirements (or equivalent as required in the Decision Document) are being met.

YES NO

☒ ☐

4. If this site has a Monitoring Plan (or equivalent as required in the remedy selection document);

I certify by checking "YES" below that the requirements of the Monitoring Plan (or equivalent as required in the Decision Document) is being met.

YES NO

☒ ☐

IC CERTIFICATIONS
SITE NO. V00083

Box 6

SITE OWNER OR DESIGNATED REPRESENTATIVE SIGNATURE

I certify that all information and statements in Boxes 2 and/or 3 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I James Hall (PIPC) at Administration Bldg., Bear Mountain, NY 10911
print name print business address

am certifying as Owner (PIPC) (Owner or Remedial Party)

for the Site named in the Site Details Section of this form.


Signature of Owner or Remedial Party Rendering Certification

10/13/10
Date

IC/EC CERTIFICATIONS

Box 7


QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP) SIGNATURE

I certify that all information in Boxes 4 and 5 are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law.

I Paul H. Ciminello at Ecosystems Strategies, Inc. 24 Davis Avenue, Poughkeepsie, NY 12603
print name print business address

am certifying as a Qualified Environmental Professional for the Palisades Interstate Park Commission

(Owner or Remedial Party) for the Site named in the Site Details Section of this form.


Signature of Qualified Environmental Professional, for
the Owner or Remedial Party, Rendering Certification

Stamp (if Required)

10/12/10
Date



APPENDIX D

Land Purchase Agreement

State of New York
Office of Parks, Recreation & Historic Preservation
Region: Palisades
Project: 08-156, Sakmann Property

LAND PURCHASE AGREEMENT

DATE: February 12, 2010 SELLER AND PURCHASER AGREE AS FOLLOWS:

SELLER: Highlands Battlesite Properties, LLC
Address: 1 Civic Center Plaza, Suite 200
Poughkeepsie, New York 12601

PURCHASER: Palisades Interstate Park Commission
Address: Administration Building, Bear Mountain, NY 10911-0427

1. AGREEMENT: Seller shall sell and Purchaser shall buy on terms stated in this Agreement.
2. PROPERTY: A. The property to be conveyed is described as follows:

Street address / Location: Route 9W, Town of Highlands, County of Orange, State of New York, as more particularly described in **SCHEDULE A**, attached (herein, the "Property"):

B. The conveyance shall also include the right, title and interest of the Seller in and to any lands lying in the bed of any right of way, highway, road, street or avenue, or in the bed of any waterway, marsh, pond, lake, bay, drainage or irrigation ditch, river, creek or stream, running through the premises to be conveyed or lying in front or adjacent thereto, together with any and all rights of ingress and egress, and rights to run utilities, in, over and across any private drive, lane, waterway or road, running between any highway, road, street or avenue, and the Property.

C. The conveyance shall also include the right, title and interest of the Seller in and to all strips and gores between the Property and lands of adjoining owners on all sides.

D. The conveyance shall include any improvements, fixtures, oil, gas and minerals, rents and royalties related thereto, and timber, in, on or under the Property, and any appurtenant

rights necessary to the use and enjoyment of same, in adjoining property.

3. **PRICE:** The purchase price is One Hundred Thousand Dollars (\$100,000.00) payable in the form of a New York State Treasury Check delivered after the deed from the Seller to the Purchaser has been duly recorded in the Office of the County Clerk of the County wherein the Property is situated.
4. **TITLE:** A. Title to the Property shall be examined with all convenient speed and shall be subject to the approval of the Attorney General of the State of New York after the same has been made satisfactory to the Attorney General.

B. The Attorney General shall submit all closing requirements in writing to the Seller. Seller shall cooperate with the Attorney General by providing any abstract of title, copy of any title insurance policy, existing survey and any or all documentation and information relating to the Property within Seller's possession or obtainable by Seller, and shall secure and deliver any affidavits, satisfactions, releases and conveyances as deemed necessary by the Attorney General for the purpose of disposing of objections to title to the Property. Seller shall execute, swear to and deliver an Affidavit of Title in the form prescribed by the Attorney General.
5. **DEED:** Whenever notified by the Attorney General by letter or otherwise, Seller will execute and deliver to the Attorney General for the Purchaser, without delay, a **Full Covenant Warranty Deed** with the covenant required by Subdivision 5 of Section 13 of the Lien Law, conveying fee simple absolute title to the Property free and clear of all liens and encumbrances other than the following:

(A) Existing easements, if any, for the construction, operation and maintenance of public service electric, telephone, telegraph and pipe lines or railroads and other transportation corporations or the right of others in any public road, right of way, waterway, street or highway running through or along the premises.

(B) Other existing encumbrances specifically identified as follows: Declaration of of Covenants & Restrictions (see Schedule B)

Said deed shall be prepared by the Attorney General and shall be subject to the approval of the Attorney General with respect to form, manner of execution and recordability. Acceptance of the deed for recording by the County Clerk shall constitute acceptance of the deed by Purchaser and fix the time of vesting of title to the Property in the Purchaser.

6. REPRESENTATIONS & WARRANTIES:

A. Seller owns and has the power to sell, transfer and convey all right, title and interest in and to the Property.

B. Purchaser is authorized under Subdivision 1 of Section 9.07 of the Parks, Recreation and Historic Preservation Law to acquire real property by purchase, with the approval of the Commissioner of Parks, Recreation and Historic Preservation.

C. There are no actions, judgments, suits or proceedings existing or pending (or, to the knowledge of Seller, threatened) against Seller or the Property which can reasonably be expected to have an adverse effect upon Seller's performance of its obligations under this Agreement.

D. At closing, no one other than Seller will be in possession of any portion of the Property. Seller shall remove or cause to be removed all encroachments by adjoining owners or others prior to closing. There are no leases, tenancies, or other rights of occupancy, timber contracts, oil, gas or mineral leases, or other contracts in effect or under negotiation with respect to the Property, except (explain or attach copies of any identified leases or contracts):

E. Seller has no knowledge that hazardous or toxic substances have been generated, treated, stored, used, disposed of or deposited in or on the Property nor that there have been any underground storage tanks, septic tanks, oil or gas wells, or water wells. Seller has no knowledge that there are presently any underground storage tanks, septic tanks or oil or gas wells, or water wells, dump sites, pollution or contamination of the soil or water located within, upon or under the Property, except (description of any underground tanks or wells, deposits of or contamination by debris, waste or chemicals of which Seller has any knowledge or information): See Phase I – Phase II Environmental Site Assessment

F. There are no reports or investigations commissioned by Seller or in Seller's possession relating to hazardous or toxic substances at the premises except (list reports or investigations): Combined Phase I-Phase II Environmental Site Assessment prepared by Ecosystems Strategies, Inc.

G. Seller will deliver the Subject Property free of personal property. Seller shall cause removal of personal property as expeditiously as practicable. If Purchaser, upon inspection of the premises in preparation for closing, finds that there remains any personal property on the Subject Property, including but not limited to any dumps, debris or trailers, Purchaser shall provide Seller with a list of same. Seller shall remove all of same from Subject Property prior to closing.

H. The parties agree that no broker brought about this sale and Seller agrees to hold Purchaser harmless and to indemnify Purchaser for any claims for brokers' commissions arising out of this transaction.

Representations made with regard to any of the conditions listed in this Paragraph 6 shall not merge into the deed and shall survive closing.

7. PRESERVATION OF PROPERTY: The Seller agrees that the Property shall remain as it is on the date first written above, until closing and that the Seller will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the Property, including, but not limited to: a) removal of trees, vegetation, soil, minerals; and b) dumping or depositing of materials of any kind. This provision does not affect the prior existing rights of others listed in Paragraphs 5(A) and (B) and Paragraph 6(D) herein.

8. TAXES: The Seller will pay and discharge all taxes, assessments and municipal water and sewer charges which are liens against said Property at the time of the recording of the deed to the Purchaser. The Purchaser agrees to reimburse the Seller the prorated share of any current taxes, assessments and municipal water and sewer charges (except metered charges or charges based upon use) upon completion of the audit and application process subsequent to closing. The obligation of Seller to pay and discharge taxes and Purchaser to pay a tax proration shall not merge into the deed and will survive closing.

9. RIGHT TO INSPECT PROPERTY:

A. From the date of this Agreement, Purchaser, through its employees and agents, may enter upon the Property and adjoining property owned by Seller, after reasonable notice to Seller, for the purpose of making surveys, inspections and investigations as Purchaser deems appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements, if any, on the Property.

B. If in its sole discretion Purchaser determines the environmental conditions are unacceptable, Purchaser may terminate this Agreement; in such case, this Agreement shall become void and neither party shall have any liability to the other under this Agreement.

10. SURVEY: The Seller or Purchaser may at its option, but at its own cost and expense, cause an accurate survey and map of the Property to be made, and in that event the deed from the Seller to the Purchaser shall, at the option of Purchaser, describe said Property according to such survey and map.

11. PROCUREMENT LOBBYING ACT: The Seller certifies the following

1. By executing this agreement, Seller affirms that it understands and has agreed to comply with the enclosed Procurement Lobbying Law guidelines concerning permissible contacts in accordance with State Finance Law §§ 139-k and 139-j.

2. By executing this agreement, Seller certifies that he/she has not been found non-responsible by a government entity within the previous four years.
3. By executing this agreement, Seller certifies that all information provided with respect to State Finance Law § 139-j and § 139-k is complete, true and accurate with regard to prior non-responsibility determinations within the past four years based on impermissible contracts or other violations of § 139-j or the intentional provision of false or incomplete information to a governmental entity.

The Purchaser reserves the right to terminate this contract in the event it is found that the certification filed by the Seller in accordance with State Finance Law § 139-j and § 139-k was intentionally false or intentionally incomplete. The contact person is Erik Kulleseid Deputy Commissioner for Open Space Protection (518) 474-0430, James S. Sponable, Director of Real Property (518) 408-1960, or Sandra Burnell, Real Estate Specialist 1(518) 408-1960, Empire State Plaza, Agency Building 1, Albany, New York 12238.

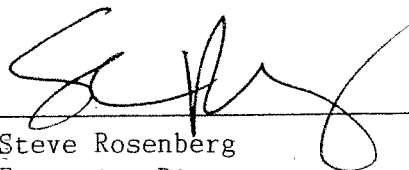
12. **BINDING CONTRACT:** This contract is not binding on Purchaser until approved by the Attorney General and the State Comptroller. After signatures are affixed hereto and upon approval by the Attorney General and the State Comptroller, this Agreement shall be binding upon the parties, their heirs, personal representatives, assigns and successors in interest. The provisions of this Agreement that are stated to survive closing, shall not "merge into the deed" delivered at closing.
13. **ENTIRE AGREEMENT:** This Agreement contains all of the agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than those contained herein. This Agreement may not be changed orally and it may not be modified in writing unless and until the written modification is approved by the Attorney General and the State Comptroller.
14. **"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."

This Agreement is executed in 6 Counterparts and each is an original for all purposes.

IN WITNESS WHEREOF the parties hereto have executed this instrument the month, day and year first above written.

SELLER: Highlands Battlesite Properties, LLC

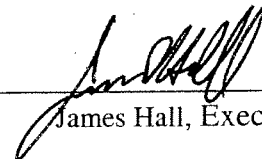
By: The Scenic Hudson Land Trust, Inc., its Sole Member


By: Steve Rosenberg
Its: Executive Director

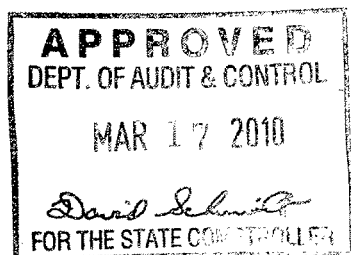
Federal Employer Identification Number:

02-0668682


PURCHASER: Palisades Interstate Park Commission

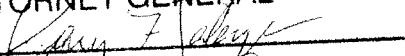
By: 
James Hall, Executive Director

APPROVED:



PURCHASER: THE PEOPLE OF THE STATE OF NEW YORK,
BY THEIR COMMISSIONER OF PARKS,
RECREATION AND HISTORIC PRESERVATION

By: 
Erik Kulleseid
Deputy Commissioner for Open
Space Protection

APPROVED AS TO FORM
AND MANNER OF EXECUTION
ANDREW M. CUOMO
ATTORNEY GENERAL
BY: 

Gary F. Selage
Principal Attorney

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

On the 2 day of February, in the year 200¹⁰~~09~~ before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

ROBIN L. ELLIOTT
Notary Public, State of New York
No. 01EL6110157
Qualified in Ulster County
Commission Expires May 24, 20¹⁰~~11~~

EXECUTIVE DIRECTOR ACKNOWLEDGEMENT

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

On the 8th day of February, in the year 200¹⁰~~09~~ before me, the undersigned, a Notary Public in and for said State, personally appeared James Hall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



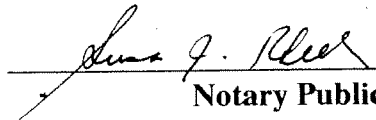
Notary Public

2011

DEPUTY COMMISSIONER ACKNOWLEDGEMENT

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

On the 12th day of February, in the year ²⁰¹⁰~~2009~~ before me, the undersigned, a Notary Public in and for said State, personally appeared Erik Kulleseid, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

SUSAN J. RHEEL
Notary Public, State of New York
No. 01RH6165022
Qualified in Orange County
Commission Expires May 7, 2011

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Highlands, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point being the southwesterly corner of lands herein described, said point being the intersection of the easterly line of NYS Route 9W with the northerly line of Mine Road;

THENCE, running along the easterly line of said NYS Route 9W, being the westerly line of lands herein described on the following two (2) courses and distances:

1. North 18 degrees 12 minutes 00 seconds East, as per Liber 1784 of Deeds at Page 219, 95.00 feet to a point;
2. North 27 degrees 53 minutes 52 seconds East 260.86 feet to a point being the northwesterly corner of lands herein described and the southwesterly corner of lands now or formerly Scenic Hudson, the Land Trust, Inc.;

THENCE, running along a southerly line of lands of said Scenic Hudson, the Land Trust, Inc., being the northerly line of lands herein described,

3. South 77 degrees 25 minutes 00 seconds East 122.20 feet to a point being the northeasterly corner of lands herein described;

THENCE, running along a westerly line of lands of said Scenic Hudson, the Land Trust, Inc., and continuing along the westerly line of lands now or formerly Provan, being the easterly line of lands herein described;

4. South 12 degrees 50 minutes 00 seconds West 389.60 feet to a point being the southwesterly corner of lands of said Provan, the southeasterly corner of lands herein described and lying on the northerly line of Mine Road;

THENCE, running along the northerly line of said Mine Road being the southerly line of lands herein described on the following two (2) courses and distances:

5. North 70 degrees 50 minutes 34 seconds West 162.21 feet to a point;
6. North 43 degrees 53 minutes 28 seconds West 45.05 feet to the point or place of beginning;

All as shown on a map entitled "Survey Prepared for Highlands Battlesite Properties, LLC, Town of Highlands, Orange County, New York", dated January 16, 2003, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 1.461 acres of land.

Premises herein described being Tax Map Lot No. 13, in Block 3, within Section 16, as shown on the Tax Map of the Town of Highlands, Orange County, New York dated 2002.

Being and intended to be the same lands and premises as described in a Deed from Charles A. Sakmann, Sr. and Alethea Sakmann, his wife, and Charles A. Sakmann, Jr. and Joan Sakmann, his wife, to Sakmann Restaurant Corp. dated August 1, 1967 and recorded in the Orange County Clerk's Office on December 18, 1967 in Liber 1784 of Deeds at page 219.

Being and intended to be the same lands and premises as described in a Deed from Sakmann Restaurant Corp. to Highlands Battlesite Properties, LLC dated January 31, 2003 and recorded in the Orange County Clerk's Office on May 5, 2003 in Liber 11038 of Deeds at page 1418.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

Declaration of Covenants and
Restrictions of
HIGHLANDS BATTLESITE PROPERTIES, LLC

XXXX

FOR 706 ROUTE 9W
TOWN OF HIGHLANDS

SECTION 16 BLOCK 3 LOT 13

RECORD AND RETURN TO:
(name and address)

George A. Rodenhausen
Rapport, Meyers, Whitbeck,
Shaw & Rodenhausen, LLP
35 Main Street, Suite 541
Poughkeepsie, NY 12601



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED _____ MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2003 SO. BLOOMING GROVE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)
5809 WOODBURY (VLG)
CITIES
0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES _____ CROSS REF. _____
CERT. COPY _____ ADD'L X-REF. _____
MAP# _____ PGS. _____

PAYMENT TYPE: CHECK _____
CASH _____
CHARGE _____
NO FEE _____

Taxable
CONSIDERATION \$ _____
TAX EXEMPT _____
Taxable
MORTGAGE AMT. \$ _____

MORTGAGE TAX TYPE:

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

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

Received From _____

FILE
ORANGE CO.
2009 MAY 21


ORIGINAL RECORDED

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS COVENANT is made the 19th day of May, 2009, by Highlands Battlesite Properties, LLC, a New York limited liability company, having an office for the transaction of business at One Civic Center Plaza, Suite 200, Poughkeepsie, NY 12601.

WHEREAS, Highlands Battlesite Properties, LLC is the owner of the parcel of real property located on U.S. Route 9W in the Town of Highlands, Orange County, New York known as the Former Sakmann Property (the "Site" or the "Property"), and shown the survey map attached hereto as Exhibit "A"; and

WHEREAS, the Site is the subject of a New York State Department of Environmental Conservation (the "Department") Voluntary Cleanup Agreement executed by Highlands Battlesite Properties, LLC, Index No. W3-0962-03-07, Site No. V-00083, effective date December 4, 2003 (the "Agreement"); and

WHEREAS, a draft of this Declaration was erroneously recorded in the office of the Orange County Clerk on April 15, 2009, with the incorrect version of the Site Management Plan; and Book 12809 Page 660 

WHEREAS, Highlands Battlesite Properties, LLC desires to record this corrected Declaration with the final correct version of the Site Management Plan as approved by the Department.

NOW, THEREFORE, Highlands Battlesite Properties, LLC, for itself and its successor, volunteers and/or assigns, covenants that:

First, the real property subject to this Declaration of Covenants and Restrictions is known as the Former Sakmann Property as shown on the map attached hereto as Exhibit A and made part hereof, and consists of the parcel of land, in the Town of Highlands, County of Orange, State of New York, together with the building and improvements thereon hereafter erected, identified as Section 16, Block 3, Lot 13, and more particularly bounded and described as set forth in Exhibit "B" annexed hereto and made a part hereof.

Second, unless prior approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as the "Relevant Agency," is first obtained:

The Site is intended for use as an information center, overlook, parking lot and landscaped area for the nearby Fort Montgomery historic site. The use of the Site will be in conformance with "Restricted Commercial Use" defined at 6 NYCRR Part 375-1.8(g)(2)(iii);

The owner of the Site must comply with the *Site Management Plan: for the Former "Sakmann" Property*, dated January, 2009, prepared by Ecosystems Strategies, Inc. ("SMP") annexed hereto as Exhibit "C" and made part hereof;

The owner of the Site shall prohibit the use of the groundwater underlying the Site without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency; and

The owner of the Site shall annually, following the recording of this Declaration of Covenants and Restrictions in the Orange County Clerk's Office, submit to the Department or Relevant Agency a written statement certifying under penalty of perjury that the institutional controls required to be employed at the Site by the SMP are in place, and that nothing has occurred that would impair the ability of such controls to protect the public health and environment.

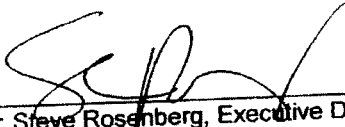
Third, the Department or Relevant Agency may enter and inspect the Site in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

Fourth, this declaration is and shall be deemed a covenant and shall run with the land and shall be binding on all future owners of the Site, and provides that the owner, and its successors and assigns consent to the enforcement by the Department or the Relevant Agency of the covenants and restrictions that Paragraph X of the Agreement requires to be recorded, and hereby covenant not to contest the authority of the Department or the Relevant Agency to seek enforcement.

Fifth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

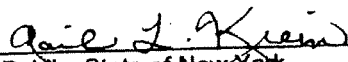
IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Highlands Battlesite Properties, LLC


By: Steve Rosenberg, Executive Director
The Scenic Hudson Land Trust, Inc.
Sole Member of
Highlands Battlesite Properties, LLC

STATE OF NEW YORK)
County of Dutchess ss.:

On the 19th day of May in the year 2009 before me, the undersigned personally appeared STEVE ROSENBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public, State of New York
GAIL L. KREIN
Notary Public, State of New York
No. 01KR0111021
Qualified in Ulster County
Commission Expires June 14, 2012

RECORD & RETURN TO:

George A. Rodenhausen, Esq.
Rapport, Meyers, Whitbeck, Shaw & Rodenhausen, LLP
35 Main Street, Suite 541
Poughkeepsie, NY 12601

EXHIBIT B

All that certain piece, plot or parcel of land situate lying and being in the TOWN OF HIGHLANDS, COUNTY OF ORANGE, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point being the southwestern corner of lands herein described, said point being the intersection of the easterly line of NYS Route 9W with the northerly line of Mine Road;

THENCE RUNNING along the easterly line of said NYS Route 9W, being the westerly line of lands herein described on the following two (2) courses and distances: (1) North $18^{\circ} 12' 00''$ East, as per Liber 1784 of Deeds at Page 216, a distance of 66.00 feet; and (2) North $27^{\circ} 53' 52''$ East, a distance of 280.86 feet to a point being the northwestern corner of lands herein described and the southwestern corner of lands now or formerly of The Scenic Hudson Land Trust, Inc.;

THENCE RUNNING along a southerly line of lands of said The Scenic Hudson Land Trust, Inc., being the northerly line of lands herein described (3) South $77^{\circ} 25' 00''$ East a distance of 122.29 feet to a point being the northeastern corner of lands herein described;

THENCE RUNNING along a westerly line of lands of said The Scenic Hudson Land Trust, Inc., and continuing along the westerly line of lands now or formerly Proven, being the easterly line of lands herein described (4) South $12^{\circ} 50' 00''$ West, a distance of 388.80 feet to a point being the southwestern corner of lands of said Proven, the southeastern corner of lands herein described and lying on the northerly line of Mine Road;

THENCE RUNNING along the northerly line of said Mine Road being the southerly line of lands herein described on the following two (2) courses and distances; (5) North $70^{\circ} 50' 34''$ West, a distance of 182.21 feet; and (6) North $43^{\circ} 53' 28''$ West, a distance of 45.05 feet to the point or place of BEGINNING.

EXHIBIT "B"

SITE MANAGEMENT PLAN

FOR THE FORMER "SAKMANN" PROPERTY

**LOCATED AT U.S. ROUTE 9W
TOWN OF HIGHLANDS
ORANGE COUNTY, NEW YORK**

**Voluntary Cleanup Site Number: V-00083-3
Index Number: W3-0962-03-07**

October 2007 (Revised January 2009)

ESI File: SF01123.60

Prepared By:



Ecosystems Strategies, Inc.

**24 Davis Avenue, Poughkeepsie, NY 12603
phone 845.452.1658 | fax 845.485.7083 | ecosystemsstrategies.com**

SITE MANAGEMENT PLAN

1.0 Overview and Objectives

The Site as specified in this Site Management Plan (SMP) is the former "Sakmann" property, located on U.S. Route 9W in the Town of Highlands, Orange County, New York (hereafter referred to as the "Site"). A Site Location Map is provided as Figure 1 in the Attachment.

The user of this SMP should refer to the New York State Department of Environmental Conservation (NYSDEC) approved Remedial Action Work Plan (RAWP), and the Final Engineering Report (FER), which document previous Site investigation and remediation activities, as needed for specific Site details.

The objective of this SMP is to set guidelines for: 1) management of soil material during any future activities that would disturb the installed protective barrier layer; and, 2) sampling of on-site groundwater monitoring wells.

2.0 Nature and Extent of Environmental Conditions of Concern

The constituents of concern (COCs) for soil consist of polycyclic aromatic hydrocarbons (PAHs), metals, and areas containing petroleum odors, which have been covered beneath a barrier layer of clean, imported soil. The COCs for groundwater are low-level concentrations of volatile organic compounds (VOCs).

3.0 Contemplated Use

The Site is intended for use as a scenic gateway to the Village of Fort Montgomery and Fort Montgomery State Historic Site and will include a parking lot, landscaped areas, and an information kiosk. The Site may have limited recreational uses including benches, picnic tables, and/or scenic overlooks. In addition, the existing on-site building may be used for commercial purposes. Use of the Site will be in conformance with NYSDEC Part 375 (Remedial Program) regulations for "Restricted Commercial Use".

4.0 Purpose and Description of Surface Cover System

Portions of the Site have been covered by a barrier layer of at least eighteen inches of certified clean fill materials, and a cover of surface vegetation has been established. The purpose of the surface cover system is to eliminate the potential for human contact with COCs and eliminate the potential for contaminated runoff from the Site. The extent of the installed soil cover layer is indicated on Figure 2 in the Attachment.

5.0 Management of Soils and Long-Term Maintenance of Cover System

The purpose of this section is to provide environmental guidelines for the management of subsurface soils and the long-term maintenance of the cover systems.

The Site Management Plan includes the following conditions:

- The barrier layer system will be repaired following any Site activities that impact its integrity, including construction and/or utilities work. Any imported materials used for this purpose will meet the criteria noted in Section 5.2, below. The repaired area must be replaced in kind, or (with NYSDEC approval) be covered with an impervious product such as concrete or asphalt, and be consistent with Section 4.0, above.
- Control of surface erosion and run-off on the Site will be maintained at all times, including during any construction activities.

Ecosystems Strategies, Inc.

Site Management Plan
SF01123.60

Page 2 of 3
October 2007 (Revised January 2009)

- Any subsurface materials from beneath the installed cover layer, which are excavated and intended for export from the Site, must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives. To the extent possible, any such soils will be returned to the Site under the existing cover. Soils excavated from the cover layer will be segregated from excavated subsurface material.
- Where possible, on-site materials will be used for backfilling all on-site excavations below the cover system.
- Any off-site fill material imported to the Site for filling and grading purposes will meet NYSDEC Remedial Program Part 375 requirements for "unrestricted" use.
- Prior to any construction activities, workers are to be notified of the Site conditions with clear instructions regarding how the work is to proceed. Invasive work performed at the Site will be performed in accordance with a Health and Safety Plan and a Community Air Monitoring Plan.
- A certification that all work was performed in conformance with this SMP must be provided. The Certification Report will summarize the excavation activities, provide a location diagram, discuss the disposal and/or backfill of contaminated subsurface material, document the restoration of the soil cover and provide all air monitoring data.

5.1 Disposal of Stockpiled Subsurface Material

Subsurface material that is excavated prior to the completion of any construction activities will remain on-site to be used as fill. Material that cannot be stored on-site and is intended for export from the Site will be sampled and analyzed prior to removal. Soil will be placed on a plastic liner (bermed if necessary) and covered with a weighted plastic sheet. The stockpile area will be properly secured with tape and/or fencing. The stockpile will be inspected on a regular basis to ensure the above safeguards are effective. All exported fill material will be considered a regulated waste, subject to management under applicable NYSDEC regulations (6NYCRR, Part 360 or 370). Excavated materials that will be utilized as on-site fill should be placed below the cover system.

Subsurface material that is excavated as part of development, which cannot be used as fill below the cover system, will be characterized prior to transportation off-site for disposal at a permitted facility. Sampling frequency and required analyses will be determined by the disposal facility. The samples will be collected in accordance with applicable NYSDEC protocols, and will be transported to a laboratory certified by the NYSDOH Environmental Laboratory Approval Program (ELAP).

5.2 Cover Soil Material

Any cover soil material used to increase Site grades or elevation will be from an acceptable borrow source that is free of industrial wastes and/or other potential sources of chemical or petroleum contamination, and which has sampling data on file that is acceptable to the NYSDEC and NYSDOH. In the absence of existing acceptable data, samples will be collected to document material integrity (this requirement will be waived for materials customarily used for minor landscaping improvements [e.g., limited quantities of top soil, mulch, etc], obtained from a commercial source or from a local or state agency, which are not used to significantly alter site grades or elevations). All results will be provided to the Owner, the NYSDEC, and the NYSDOH prior to these soils being imported onto the Site.

In order to certify that soil from a specific source is free of contamination, a representative number of samples (consistent with NYSDEC Division of Environmental Remediation guidance) will be analyzed for the parameters specified in 6 NYCRR Part 375, and will meet the "Unrestricted Use" Soil Cleanup Objectives (SCOs) for protection of public health as specified in Table 375-6.8(a). Analyses will be conducted for volatile organic compounds (VOCs, USEPA Method 8260); semi-volatile organic compounds (SVOCs, USEPA Method 8270); pesticides (USEPA Methods 6010 and 7471); polychlorinated biphenyls (PCBs, USEPA Method 8082). All analyses must be performed by an ELAP certified laboratory. A valid ELAP certification number must be provided with all laboratory data. Source history, field observations, and initial analytical results may warrant additional analyses.

Soils intended for importation to the Site cannot otherwise be defined as a solid waste in accordance with 6 NYCRR Part 360-1.2(a).

6.0 Annual Inspection of Cover System

The integrity of the barrier cover system will be assessed annually. Additional assessments will be conducted at any time it is suspected that the cover has been degraded due to regular use, maintenance activities, natural events, or other causes. Each assessment will include, at a minimum: an inspection for surface erosion and other surface irregularities; an assessment of the continuity of vegetative cover; and, a review of activities conducted throughout the year that may have impacted the integrity of the cover. A log will be maintained documenting inspection dates, observations, and any comments pertaining to impacts or potential impacts to the cover. Inspections will be performed by a professional engineer.

7.0 Documentation of Site Groundwater Integrity

Site groundwater quality has been documented both prior to and following the remediation of soils impacted by petroleum and chlorinated solvents. Existing data (through July 2007) indicate no significant impacts to on-site groundwater quality or to a private supply well located immediately downgradient of the Site (all contaminant concentrations are consistently below applicable guidance levels).

7.1 Additional Groundwater Sampling

All remaining on-site monitoring wells (MW-1D, MW-1S, MW2-D, MW2-S and MW4-S) and the off-site downgradient private well (Provan well) will be sampled annually (next sampling event in July 2009) according to the sampling protocols in the RAWP. If laboratory data continue to document the absence of any significant contaminant concentrations, with the concurrence of the NYSDEC and NYSDOH the sampling may be altered or discontinued.

7.2 Closure of Monitoring Wells

All on-site wells will be properly closed following written confirmation from NYSDEC that no additional sampling events are required. Wells will be closed by grouting the well in place using the standard grout mixture (one 94-pound bag of Type 1 Portland cement, 3.9 pounds powdered bentonite, and 7.8 gallons potable water), placing a ferrous metal marker in the top of the grout to indicate the location of the former monitoring well, removing the well cover, and restoring area to grade using certified clean fill (previously placed in this area on-site).

8.0 Reports

Documentation of all fieldwork events conducted according to this SMP will be provided to the Owner, NYSDEC, and NYSDOH. Deliverables will include the following documents:

- Annual Inspection Report signed by the qualified environmental professional who completed the inspection;
- Certification Report(s) summarizing any Site activities that disturb the cover soils and documenting all restoration activities; and,
- Final Groundwater Monitoring Report documenting all groundwater sampling events and water quality data, and closure of existing wells (interim reports will be provided as necessary).

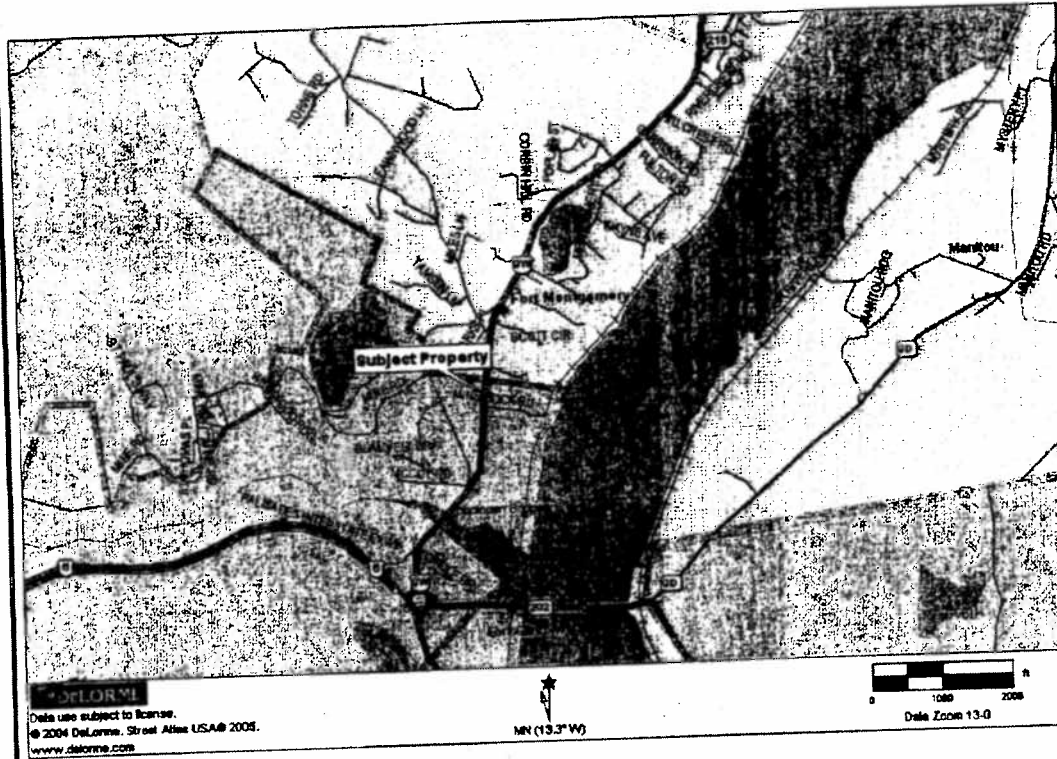


Figure 1 - Site Location Map

Former Sakmann Property
U.S. Route 9W
Town of Highlands
Orange County, New York



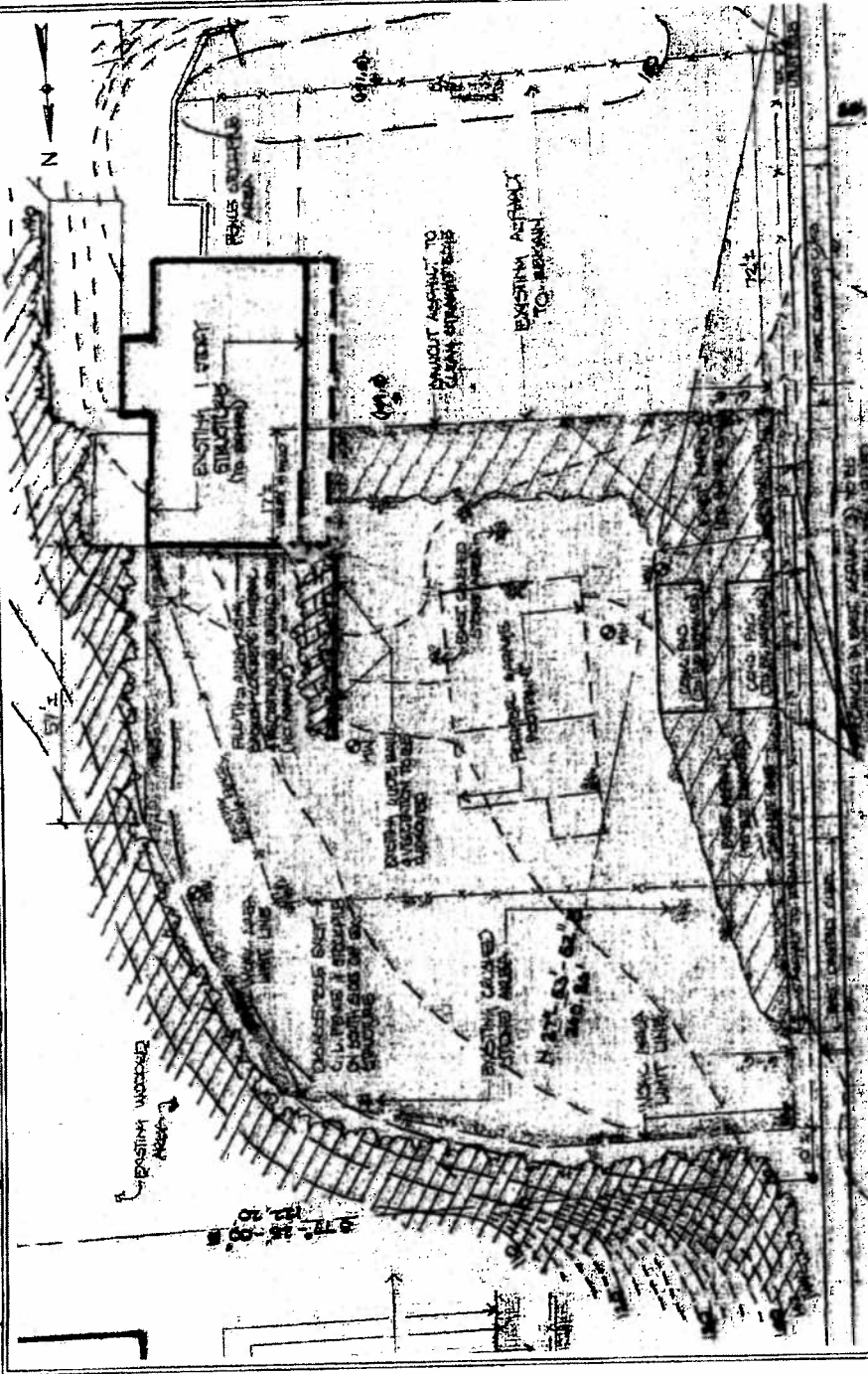
ESI File: SF01123.46

October 2007

Attachment

Ecosystems Strategies, Inc.

Environmental Services and Solutions



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

Figure 2 - Relevant Site Details for Site Management Plan

Former Sakmann Property
U.S. Route 9W
Town of Highlands
Orange County, New York

ESI File: SF01123.46

Legend:
- extent of soil cover
- monitoring well location

October 2007

Attachment

SUMMARY OF AND IMPLEMENTATION GUIDELINES FOR
§ 139-J and § 139-K OF THE STATE FINANCE LAW

*** This summary is not intended to replace the need for persons to become familiar with the full requirements of the law. Please refer to the full text of the law to resolve any questions you may have with regard to your conduct under it.**

Section 139-j of the State Finance Law imposes restrictions on how a person may communicate with a governmental entity, such as the Office of Parks, Recreation and Historic Preservation (hereafter, referred as "OPRHP"), concerning a governmental procurement during a period of time called the "restricted period," which is defined broadly as the period of time commencing from the earliest written notice announcing a government procurement until the award is approved by the comptroller.

These new requirements cover a wide range of government contracting transactions, including the purchase of a commodity, service, technology, public work, construction and revenue contract, or the purchase, sale or lease of real property or the acquisition or the granting of other interests in real property (hereafter referred as "governmental procurement or procurement contract." Any person in the private sector (hereinafter referred to as "person") interested in contacting OPRHP concerning anyone of these types of transactions is covered under the provisions of the new law, which limits the way that such person can communicate with OPRHP during the "restricted period."

For each governmental procurement, OPRHP will designate an employee or employees that may be contacted by persons concerning all aspects of the governmental procurement. With very few statutory exceptions, you are required to communicate during the restricted period with this designated person or persons. If your communication can be inferred by a reasonable person to be an attempt to influence the procurement, by law you are required to only communicate with the designated person or persons. If your communication is interpreted as an attempt to influence the procurement, the designated person is required to record your name, address, telephone number, place of principle employment, and occupation of the person making the contact and inquire and record whether the person making the contact is a principle or was hired by the principle to make the contact. This recorded information must be retained in the procurement record.

If, however, you communicate with someone other than the designated person or persons and your communication can be construed by a reasonable person to be an attempt to influence the governmental procurement, and the communication is not otherwise listed as an exception to the law, this communication will be deemed impermissible per the terms of the law which requires that the communication be reported to OPRHP's Ethics Officer for investigation. If a communication during the "restricted period" may be deemed an attempt to influence the procurement such communication may only be with the individuals designated by OPRHP. It is the policy of OPRHP to interpret as broadly as possible what communications are intended to influence the governmental procurement, and are not just those attempts to influence the procurement in such a manner that would be in violation of the ethical prohibitions against gifts or which would result in any violation of the Ethics Law. Communications of a nature that are in violation of the Ethics Law will be immediately reported to the Ethics Officer for investigation

regardless of whether the contact was made to the designated person or persons or someone else.

As referenced before, the law specifically permits certain types of contacts by persons to OPRHP concerning the governmental procurement. These are:

- the submission of written proposals in response to a request for proposal, invitation for bids or any other method for soliciting a response from interested parties;
- the submission of written questions to a designated contact, when all written questions and responses are to be disseminated to all persons interested in such procurement;
- participation in a conference where all interested parties are invited to attend;
- written complaints made to the General Counsel's Office of OPRHP concerning the timely response to issues posed to the designated person, provided that such written complaints are made part of the procurement record;
- communications where the contract award has been tentatively made and where such communications are necessary to negotiate the terms of the procurement contract;
- requests made to the designated person or persons to review the procurement award;
- written protests, appeals, or other review proceedings to either OPRHP or an outside agency.

Any contact alleged to be an impermissible contact under the law will be immediately referred to and investigated by OPRHP's Ethics Officer. The Ethics Officer shall promptly investigate the allegation by interviewing all employees or persons involved or who are believed to have information about the impermissible contact. If sufficient cause exists to believe that such allegation is true, the person being investigated shall be given notice that an investigation is ongoing and such person shall be afforded an opportunity to be heard in response to the allegation either by responding in writing or by providing a statement before the Ethics Officer, who shall record by appropriate means such statement for the record. The Ethics Officer shall keep a record of the investigation and shall make a written finding of the results of such investigation and report these findings to the Commissioner.

In addition, a finding by the Ethics Officer that a person has knowingly and willingly violated the law by making an impermissible contact shall result in a determination of non-responsibility and such person and all associated subsidiaries of such person shall not be awarded the procurement contract. The determination of non-responsibility shall also be forwarded to the Commissioner of the Office of General Services (or his or her designee), which by law is required to keep a list of such determinations for public inspection. Determinations of non-responsibility must be disclosed in all future responses to New York State procurements. With few exceptions, no procurement contract shall be awarded to any person who fails to disclose findings of non-responsibility within the previous four years.



APPENDIX E

Deed Transfer Documentation

Scenic Hudson, Inc.

One Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601-3157
Tel: 845 473 4440
Fax: 845 473 2648
email: info@scenichudson.org
www.scenichudson.org



October 13, 2010

Mr. John Rashak, PE
NYS Department of Environmental Conservation, Region 3
21 South Putt Corners Road
New Paltz, NY 12561

Re: Highlands Battlesite Properties, LLC

Dear Mr. Rashak:

It has come to my attention that the NYS Voluntary Cleanup Agreement between Highlands Battlesite Properties, LLC and the NYS Department of Environmental Conservation requires written notification when a property is conveyed to another owner. I regret the delayed notification. This oversight was inadvertent, due to PIPC's involvement in the decision to protect this property and it was not clear that the transfer required formal notification.

As you know, the Sakmann Property (associated with the Fort Montgomery State Historic Site) has been conveyed by Highlands Battlesite Properties, LLC to the Palisades Interstate Park Commission (PIPC). The deed (attached) was recorded on June 17, 2010. The use of the property is not intended to change with the change in ownership. Future communications regarding the Sakmann Property should be directed to Jim Hall, Executive Director, PIPC.

Please contact me if you have any questions or require additional information.

Sincerely,

Margery D. Groten
Long Dock Project Director

Enclosure

Cc: Jim Hall, PIPC
Paul Ciminello, ESI

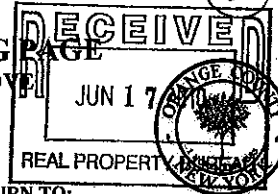
ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

Section 16 Block 3 Lot 13



Highlands Battlesite Properties, LLC

RECORD AND RETURN TO:
(name and address)

TO

The Palisades Interstate Park Commission

Mr. James Sponable
Director of Real Property
New York State Office of Parks, Recreation and
Historic Preservation
Agency Building One, Empire State Plaza
Albany, NY 12238

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

| | |
|-------------------------------|---------------------------|
| 2089 BLOOMING GROVE (TN) | 4289 MONTGOMERY (TN) |
| 2001 WASHINGTONVILLE (VLG) | 4201 MAYBROOK (VLG) |
| 2003 SO. BLOOMING GROVE (VLG) | 4203 MONTGOMERY (VLG) |
| 2289 CHESTER (TN) | 4205 WALDEN (VLG) |
| 2201 CHESTER (VLG) | 4489 MOUNT HOPE (TN) |
| 2489 CORNWALL (TN) | 4401 OTISVILLE (VLG) |
| 2401 CORNWALL (VLG) | 4600 NEWBURGH (TN) |
| 2600 CRAWFORD (TN) | 4800 NEW WINDSOR (TN) |
| 2800 DEERPARK (TN) | 5089 TUXEDO (TN) |
| 3089 GOSHEN (TN) | 5001 TUXEDO PARK (VLG) |
| 3001 GOSHEN (VLG) | 5200 WALLKILL (TN) |
| 3003 FLORIDA (VLG) | 5489 WARWICK (TN) |
| 3005 CHESTER (VLG) | 5401 FLORIDA (VLG) |
| 3200 GREENVILLE (TN) | 5403 GREENWOOD LAKE (VLG) |
| 3489 HAMPTONBURGH (TN) | 5405 WARWICK (VLG) |
| 3401 MAYBROOK (VLG) | 5600 WAWAYANDA (TN) |
| 3689 HIGHLANDS (TN) | 5889 WOODBURY (TN) |
| 3601 HIGHLAND FALLS (VLG) | 5801 HARRIMAN (VLG) |
| 3889 MINISINK (TN) | 5809 WOODBURY (VLG) |
| 3801 UNIONVILLE (VLG) | CITIES |
| 4089 MONROE (TN) | 0900 MIDDLETOWN |
| 4001 MONROE (VLG) | 1100 NEWBURGH |
| 4003 HARRIMAN (VLG) | 1300 PORT JERVIS |
| 4005 KIRYAS JOEL (VLG) | 9999 HOLD |

NO. PAGES 5 CROSS REF. ☐
CERT. COPY ☐ ADD'L X-REF. ☐
MAP# ☐ PGS. ☐

PAYMENT TYPE: CHECK ☐
CASH ☐
CHARGE ☒
NO FEE ☐

Taxable
CONSIDERATION \$ 100,000
TAX EXEMPT ☒
Taxable
MORTGAGE AMT. \$ ☐

MORTGAGE TAX TYPE:

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

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

Received From WYS

RECORDED/FILED
05/04/2010/ 12:29:34
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY
FILE#20100042343
DEED C / BK 12999PG 0384
RECORDING FEES 0.00
TTX# 005674 T TAX 0.00
Receipt#1165123 dab



Proceeding 6108
Office of Parks, Recreation and
Historic Preservation
Palisades Region
Fort Montgomery State Historic Site
Orange County
Project No. 08-156

DEED

This deed, made the 9th day of April, 20 10, between

HIGHLANDS BATTLESITE PROPERTIES, LLC, a limited liability company organized under the laws of the State of New York, having its principal office for business at One Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601, Grantor, and

THE PALISADES INTERSTATE PARK COMMISSION, a body politic and corporate, established by Compact between the States of New York and New Jersey, and approved by the Congress of the United States, having its place of business at the Administration Building, Bear Mountain, County of Rockland, State of New York 10911-0427, Grantee.

WITNESSETH, that the Grantor, in consideration of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), lawful money of the United States paid by the Grantee, does hereby grant and release to the Grantee, its successors and assigns forever,

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of Highlands, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

BEGINNING at a point being the southwesterly corner of lands herein described, said point being the intersection of the easterly line of NYS Route 9W with the northerly line of Mine Road:

THENCE, running along the easterly line of said NYS Route 9W, being the westerly line of lands herein described on the following two (2) courses and distances:

1. North 18 degrees 12 minutes 00 seconds East, as per Liber 1784 of Deeds at Page 219, a distance of 95.00 feet to a point;

2. North 27 degrees 53 minutes 52 seconds East a distance of 260.86 feet to a point being the northwesterly corner of lands herein described and the southwesterly corner of lands now or formerly of Scenic Hudson, the Land Trust Inc.;

THENCE, running along a southerly line of lands of said Scenic Hudson, the Land Trust, Inc., being the northerly line of lands herein described,

3. South 77 degrees 25 minutes 00 seconds East a distance of 122.20 feet to a point being the northeasterly corner of lands herein described;

THENCE, running along a westerly line of lands of said Scenic Hudson, the Land Trust, Inc., and continuing along the westerly line of lands now or formerly owned by Provan, being the easterly line of lands herein described;

4. South 12 degrees 50 minutes 00 seconds West a distance of 389.60 feet to a point being the southwesterly corner of lands of said Provan, the southeasterly corner of lands herein described and lying on the northerly line of Mine Road;

THENCE, running along the northerly line of said Mine Road being the southerly line of lands herein described on the following two (2) courses and distances:

5. North 70 degrees 50 minutes 34 seconds West a distance of 162.21 feet to a point;
6. North 43 degrees 53 minutes 28 seconds West a distance of 45.05 feet to the point or place of **BEGINNING**;

ALL AS SHOWN on a map entitled "Survey Prepared for Highlands Battlesite Properties, LLC, Town of Highlands, Orange County, New York," dated January 16, 2003, prepared by Lanc & Tully Engineering and Surveying P.C, as revised on March 20, 2009.

CONTAINING +/- 1.461 acres of land.

PREMISES HEREIN DESCRIBED being Tax Map Lot No. 13, in Block 3, within Section 16, as shown on the Tax Map of the Town of Highlands, Orange County, New York dated 2002.

BEING the same premises conveyed to the Grantor by Sakmann Restaurant Corp. dated January 31, 2003, and recorded in the Orange County Clerk's Office on May 5, 2003, in Liber 11038 of Deeds at page 1418.

SUBJECT to the following two utility easements on the property:

- 1) Utility easement granted by Forest of Dean Iron Ore Company to Orange and Rockland Electric Co. dated June 5, 1936, and recorded in the Orange County Clerk's Office on June 19, 1936, in Liber 771 Cp 208.
- 2) Unrecorded easement held by New York Telephone Company now known as Verizon New York Inc.

SUBJECT to a road or driveway right of way over the southeast portion of the property which driveway serves as a means of ingress/egress to the adjacent Provan property, and which was memorialized in writing by the previous owners, Charles A. Sakmann and Alethea Sakmann, by Affidavit dated February 25, 1963, and recorded in the Orange County Clerk's Office on July 3, 1963, in Liber 1462 of Deeds at page 208.

SUBJECT to a Declaration of Covenants and Restrictions dated May 19, 2009, and recorded in the Orange County Clerk's Office on May 21, 2009, in Liber 12828 cp 1258.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any strips and gores between the above described parcels and adjoining owners.

TOGETHER with all right, title and interest of the Grantor in and to all streets, lanes, roads and rights of way traversing or adjoining the premises herein above described; and the ponds, marshes, rivers, lakes, creeks, waters, and lands under water located in, upon or adjoining the above described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

TOGETHER with the appurtenances and all the estate, rights and interest of the Grantor in and to the premises.

The property described above does not constitute all or substantially all of the assets of the Grantor.

TO HAVE AND TO HOLD the above granted premises unto the Grantee, its successors and assigns forever.

And the Grantor covenants with the Grantee as follows:

FIRST: That the Grantor is seized of said premises in fee simple, and has good right to convey the same;

SECOND: That the Grantee shall quietly enjoy said premises;

THIRD: That said premises are free from encumbrances;

FOURTH: That the Grantor will execute or procure any further necessary assurance of the title to said premises;

FIFTH: That the Grantor will forever WARRANT the title to said premises; and

SIXTH: That this conveyance is made subject to the trust fund provisions of Section Thirteen of the Lien Law.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized officer the day and year first above written.

HIGHLANDS BATTLESITE PROPERTIES, LLC

By: 

Name: Steve Rosenberg

Its: Executive Director of the sole member,
The Scenic Hudson Land Trust, Inc.

STATE OF NEW YORK)

COUNTY OF Dutchess) ss.:

On the 9th day of April in the year 20 10, before me, the undersigned, personally appeared Steve Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public, State of New York

RECORD AND RETURN TO:

Mr. James Sponable
Director of Real Property
New York State Office of Parks,
Recreation and Historic Preservation
Agency Building One
The Governor Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12238

ROBIN L. ELLIOTT
Notary Public, State of New York
No. 01EL6110157
Qualified in Ulster County
Commission Expires May 24, 20 12