



CITY OF BEACON, NEW YORK
ONE MUNICIPAL PLAZA
BEACON, NY 12508

Mayor Randy Casale
Councilman Lee Kyriacou, At Large
Councilman George Mansfield, At Large
Councilwoman Peggy Ross, Ward 1
Councilman Omar Harper, Ward 2
Councilwoman Pam Wetherbee, Ward 3
Councilman Ali Muhammad, Ward 4
City Administrator Anthony Ruggiero

**City Council Workshop Agenda
January 9, 2017**

Workshop Agenda Items:

1. Affordable Workforce Housing - John Clarke, City Planner
2. Beacon Volunteer Firefighter Service Award Point System
3. Tioronda Bridge Update
4. Comprehensive Plan Update
5. Resolution Authorizing Termination and Release of Certain Urban Renewal Obligations

Executive Session:

1. Matters Pertaining to Personnel
2. Matters Pertaining to Collective Bargaining

City of Beacon Workshop Agenda
1/9/2017

Title:

Affordable Workforce Housing - John Clarke, City Planner

Subject:

Background:

ATTACHMENTS:

Description

J. Clarke Memo AWH

Type

Cover Memo/Letter

To: Mayor Casale, Anthony Ruggiero, Nick Ward-Willis, Tim Dexter
From: John Clarke, City Planner
Date: November 3, 2016
Re: Affordable-Workforce Housing

As requested, I reviewed the current Affordable-Workforce Housing (AWH) section of the Zoning Code, the latest drafts of proposed amendments, two July letters from Jennifer Van Tuyl representing comments from a group of local developers, and an August 9 memo from the City Attorney. I also met with Anne Saylor from Dutchess County Planning and Development regarding workforce housing issues and comparable inclusionary laws from other communities in Dutchess and Westchester counties (see <http://homes.westchestergov.com/resources/affordable-housing-ordinances/model-ordinance>).

The Westchester Model Ordinance Provisions are probably a better source for guidance, rather than other towns in Dutchess County, because they were negotiated between a broader range of government levels and housing advocates and because they are targeted at more densely settled areas. The inclusionary town laws from Pine Plains, Poughkeepsie, East Fishkill, and Fishkill involve more rural and suburban settings and do not have the strongest record of success.

The Beacon AWH law should also be understood as only one component of a broader array of options to promote more below-market-rate (BMR) housing. Beacon has long had subsidized housing units for lower income residents, most recently the two phases at the Meadow Ridge development. The City just sold its property south of the Municipal Building to an award-winning builder of affordable housing with plans for 73 new rent-limited apartments and artist lofts. Accessory apartments, allowed by zoning since 1989, provide a variety of smaller, more affordable units knit into neighborhoods without substantial impacts. After the 2007 Comprehensive Plan, the City adopted the Fishkill Creek Development, Central Main Street, and Linkage districts, all of which significantly increased the housing potential in these designated areas. When these districts are more fully built out, they should help contain the rise in market rate housing prices and provide a percentage of additional workforce housing through the AWH provisions.

With new buildings being proposed in multiple locations now is the time to update and implement the AWH law. Bringing in Hudson River Housing to work with developers and administer the program going forward is a great first step. I do not claim to be an expert on the details of inclusionary housing, but offer the following suggestions, mostly guided by the Westchester County model:

Unit Count. Reducing the unit threshold from 20 in the current law to 10 or more units is a reasonable approach to promote more workforce units and to avoid larger scale developers from dipping just below the 20-unit count to avoid the AWH provisions. I would stick with 10% BMR units, but clarify that any fraction at or above .5 should be rounded up to the nearest whole number and below .5 should be rounded down.

November 3, 2016 memo, page 2

Percentage of Area Median Income (AMI). The proposal to set the maximum rent at 30% of 65% AMI, including utilities, targets that middle ground between low income subsidized units at or below 50% AMI and more market rate housing. An 80% AMI household can in many cases afford a moderately priced market rate rental unit. So 65% (or perhaps 70%) AMI supports a greater level of affordable rental needs and should remain in the proposal. For sale housing can be better justified at 30% of the 80% AMI level. Both of these percentages are more consistent with the Westchester model.

Developer Incentives. Developers still have to make the numbers work while providing the required affordable-workforce units, or nothing gets built. Especially since the City is proposing lower percentages of the AMI, various compensating incentives should be considered. A density bonus of one additional market rate unit for every BMR unit is certainly reasonable. It should be noted that the adopted Central Main Street and Linkage districts significantly increased the development potential over the previous zoning and do not have any maximum density limits to provide for density bonus calculations. Other incentives could include the ability for the Planning Board to waive up to 50% of the recreation fee for the BMR units, lower parking requirements, and a statement that the assessor should consider the affordable units when determining the full value assessment.

Payment In Lieu and other Options. The City is not in the best position to easily develop affordable-workforce housing and, in my opinion, should not be accepting payments as a substitute for the actual construction of BMR housing as part of the normal development process. However, providing some flexibility for developers is warranted. Traditional neighborhoods in the past more freely mixed lower income and higher income housing, not so much in the same buildings, but on the same streets or in close proximity. I suggest that the Planning Board be permitted an option to mix housing types on the same property or on adjacent blocks, with the workforce units in a separate building or buildings. A sunset provision to phase out the property restrictions after 40-50 years also makes some sense.

Amenities, Size, and Occupancy Standards. The goal is to create quality affordable-workforce housing units, not give a few lucky tenants access to luxury sized apartments with high-end amenities. All exterior finishes and appearances should be of similar quality, but interior finishes should be allowed to be less costly and it should be clearly stated that the size of the units may be reduced. I would increase the minimum studio apartment size to 400 feet, but raise the maximum number of persons to two. As for single-family or townhouse developments, frontage, building, and lot sizes may be reduced by up to 25% for affordable dwellings and two-family homes may be used.

Grandfathering of Current Provisions. To be fair to applicants that went through the process in good faith, the income standards and other provisions in the existing law should be applied to projects that have all planning approvals before the adoption of any revisions to the AWH law.

I look forward to talking with you about these suggestions and to working with the City Attorney to draft specific AWH modifications for the City Council's consideration.

City of Beacon Workshop Agenda
1/9/2017

Title:

Beacon Volunteer Firefighter Service Award Point System

Subject:

Background:

ATTACHMENTS:

Description	Type
Beacon SAPS Audit	Backup Material
Beacon SAPP	Resolution
Beacon Service Point System	Backup Material

CITY OF BEACON, NEW YORK
FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF BEACON, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS (CONT'D.)
DECEMBER 31, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D.)

6. Financial Statement Amounts (cont'd.)

F. Pension Plans (cont'd.)

2. Volunteer Firefighter Length of Service Awards Program (LOSAP)

The City established a defined benefit Service Award Program (referred to as a "LOSAP" – Length of Service Award Program – under Section 457(e)(11) of the Internal Revenue Code) effective January 1, 2001 for the active volunteer firefighter members of the City of Beacon Fire Department.

The program was established pursuant to Article 11-A of the New York State General Municipal Law. The program provides municipally-funded deferred compensation to volunteer firefighters to facilitate the recruitment and retention of active volunteer firefighters. The City Council of the City of Beacon is the Trustee and Plan Administrator for the Service Award Program.

The information contained in this note is based on information for the City's Service Award Program for the program year ending on December 31, 2015, which is the most recent information available.

Program Description

Participation, vesting and service credit

In a defined benefit LOSAP, participating volunteers begin to be paid a Service Award upon attainment of the Program's Entitlement Age. An eligible Program Participant is defined by the Program sponsor to be an active volunteer firefighter who is at least 16 years of age and has earned one (1) year of Service Award Program service credit. The amount of service award paid to a volunteer is based upon the number of years of service credit the volunteer earned under the Program for performing active volunteer firefighter activities.

Participants acquire a right to be paid a Service Award after earning credit for five (5) years of service, upon attaining the Program's Entitlement Age while an active volunteer, or becoming total and permanently disabled while an active volunteer. The Program's Entitlement Age is age 62. An active volunteer firefighter earns a year of Service Award Program service credit for each calendar year after the establishment of the Program in which he or she accumulated fifty (50) points. Points are granted for the performance of certain firefighter activities in accordance with a system established by the sponsor on the basis of a statutory list of activities and point values. A Participant may also receive Service Award Program service credit for five (5) years of active volunteer firefighting service rendered prior to the establishment of the Program as an active volunteer firefighter member of the City of Beacon Fire Department.

CITY OF BEACON, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS (CONT'D.)
DECEMBER 31, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D.)

6. Financial Statement Amounts (cont'd.)

F. Pension Plans (cont'd.)

2. Volunteer Firefighter Length of Service Award Program (LOSAP) (cont'd.)

Benefits

A Participant's Service Award benefit is paid as a ten year certain and continuous monthly payment life annuity. The amount payable each month equals \$20 multiplied by the total number of years of Service Award Program service credit earned by the Participant under the point system. The maximum number of years of service credit a Participant may earn under the Program is 20 years.

Currently, there are no other forms of payment of a Participant's account balance under the Program. Except in the case of Pre-Entitlement Age death or total and permanent disablement, a Participant's Service Award will not be paid until he or she attains the Entitlement Age. Volunteers who continue to be active after attaining the Entitlement Age and beginning to be paid a Service Award continue to have the opportunity to earn Program credit and to thereby increase their Service Award payments.

Fiduciary Investment and Control

After the end of each calendar year, the fire department prepares and certifies a list of names of all persons who were active volunteer members of the Fire Department during the year indicating which volunteers earned fifty points. The certified list is delivered to the City Council for the Council's review and approval. The Fire Department must maintain the point system records to verify each volunteer's points on forms provided and/or approved by the Council. The City Council has retained Penflex, Inc. to assist in the administration of the Program.

Based on the certified calendar year volunteer firefighter listings, Penflex determines and certifies in writing to the City Council the amount of the service award to be paid to a Participant or to a Participant's designated beneficiary. The person(s) authorized by the City Council then authorizes, in writing, the custodian of the City of Beacon LOSAP Trust funds to pay the Service Award. No Service Award benefit payment is made without the written certification from Penflex and the written directive from an authorized representative of the City Council.

Penflex bills the City of Beacon for the services it provides. Penflex's invoices are authorized for payment by the City Council in the same manner as any other invoice presented to the City for payment. The City pays Penflex invoices from its General Fund.

Program assets are required to be held in trust by Article 11-A, for the exclusive purpose of providing benefits to participants and their beneficiaries or for the

CITY OF BEACON, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS (CONT'D.)
DECEMBER 31, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D.)

6. Financial Statement Amounts (cont'd.)

F. Pension Plans (cont'd.)

2. Volunteer Firefighter Length of Service Award Program (LOSAP) (cont'd.)

Fiduciary Investment and Control (cont'd.)

purpose of defraying the reasonable expenses of operation and administration of the Program. The City Council created a Service Award Program trust Fund through the adoption of a Trust Document, a copy of which is available from the Fire Department Secretary. The City Council is the Program trustee.

Authority to invest the Program assets is vested in the Program trustee. Program assets are invested in accordance with a statutory prudent person rule.

The City Council has retained RBC Dain Rauscher to provide investment management services.

The City Council is required to retain an actuary to determine the amount of the City's contributions to the plan. The actuary retained by the City for this purpose is Tony Fiorillo, ASA, MAAA of Penflex, Inc.; Mr. Fiorillo is an associate of the American Society of Actuaries. Portions of the following information are derived from a report prepared by the actuary dated June 20, 2016:

Program Financial Condition

Assets and Liabilities

Actuarial Present Value of Accrued Service Awards as of 12/31/15	\$ 835,116
Less: Assets Available for Benefits	
Cash and Cash Equivalents	\$ 11,972
Contribution Receivable	55,658
Mutual Funds Equity	160,468
Mutual Funds Fixed Income	231,155
Mixed Assets	101,416
Prepaid Benefits	3,580
Less: Liabilities	-
Total Net Assets Available for Benefits	564,249
Total Unfunded Benefits	\$ 835,116
Less: Unfunded Liability for Separately Amortized Costs	Not Available
Unfunded Normal Benefits	Not Available

CITY OF BEACON, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS (CONT'D.)
DECEMBER 31, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D.)

6. Financial Statement Amounts (cont'd.)

F. Pension Plans (cont'd.)

2. Volunteer Firefighter Length of Service Award Program (LOSAP) (cont'd.)

Separately Amortized Costs

Prior service costs have been amortized and paid. The unfunded liability for additional service awards earned after attainment of the entitlement age is being amortized over 3 years at 5.5%.

Receipts and Disbursements

Plan Net Assets, beginning of year	\$ 578,181
Changes during the year:	
+ Plan contributions (accrual basis)	55,658
+Investment income earned	16,924
+/- Changes in fair market value of investments	(38,939)
- Administrative and Other Fees/Charges	(4,615)
-Benefits Paid	(42,960)
Plan Net Assets, end of year	\$ 564,249

Contributions

Amount of City's contribution recommended by actuary:	\$ 52,991
Amount of City's actual contribution:	\$ 52,991

Administration Fees

Fees paid to administrative/actuarial services provider	\$ 691
Fees paid for investment management	\$ 3,924

CITY OF BEACON, NEW YORK
NOTES TO THE FINANCIAL STATEMENTS (CONT'D.)
DECEMBER 31, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D.)

6. Financial Statement Amounts (cont'd.)

F. Pension Plans (cont'd.)

2. Volunteer Firefighter Service Award Program (cont'd.)

Funding Methodology and Actuarial Assumptions

Normal Costs

The actuarial valuation and methodology used by the actuary to determine the sponsor's contribution is the Attained Age Normal Frozen Initial Liability method. The assumptions used by the actuary to determine the sponsor's contribution and the actuarial present value of benefits are:

Assumed rate of return on Program investments	5.5%
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Tables used for:

Post Entitlement Age mortality:	1994 Uninsured Pensioner Male Mortality Table projected with scale AA to 2007
*Pre Entitlement Age mortality:	None
*Pre Entitlement Age disability:	None
*Pre Entitlement Age withdrawal:	None
*Pre Entitlement Age service credit accruals:	100%

*For Program cost calculation purposes, all Pre-Entitlement Age active volunteer firefighter Participants are assumed to: survive to the Entitlement Age; remain active and earn 50 points each year; and begin to be paid Service Awards upon attainment of the Entitlement Age.

G. Post-Employment Benefits

The cost of postemployment healthcare benefits, like the cost of pension benefits, generally should be associated with the periods in which the cost occurs, rather than in the future year when it will be paid, which is the accrual accounting perspective. Having adopted the requirements of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, beginning with the year ended December 31, 2008 on a prospective basis, the City recognizes the cost of postemployment healthcare in the year when the employee services are received, reports the accumulated liability from prior years, and provides information useful in assessing potential demands on the City's future cash flows. Recognition of the liability accumulated from prior years will be phased in over 30 years. The City is required to have an actuarial valuation completed on a biennial basis. The last valuation was completed as of January 1, 2015.

**CITY OF BEACON FIRE DEPARTMENT
SERVICE AWARD PROGRAM
SUMMARY OF PROGRAM PROVISIONS**

This is a summary of the City of Beacon Fire Department Service Award Program provisions. The City of Beacon Fire Department Service Award Program Plan Document contains the complete written explanation of the Service Award Program and supersedes this Summary in the event there is a conflict between this Summary and the Plan Document. For a copy of that document or a copy of the Service Award Program Point System, please contact the City of Beacon.

- **Effective Date:** Program provisions in this summary are effective as of January 1, 2001.
- **Program Administration:** The Program is administered by the City of Beacon. However, a Service Award Program Committee (“SAC”) has been established to assist the City in the administration and operation of the Program. The SAC consists of at least 1 representative from the City of Beacon and at least 3 representatives from the City of Beacon Fire Department.
- **Participation:** In order to participate in the Service Award Program, an individual must be an active volunteer firefighter under the City of Beacon Fire Department Rules and Regulations, be at least age 16 and earn a year of Service Credit during a calendar year beginning after 2000.
- **Service Credit:** To earn a year of Service Credit, an eligible individual must earn 50 or more points under the Service Award Program Point System during a calendar year. Under the Service Award Program Point System, an active volunteer firefighter earns points for attending drills and company meetings, and responding to calls, being an officer, etc. In addition, an active volunteer firefighter may, with restrictions, be awarded points during periods of military leave and line of duty disability.

After the end of each calendar year, a listing of active volunteer firefighters indicating the points earned by each member during the calendar year is posted for a minimum of thirty days. During this thirty day period, if a firefighter is listed as not having earned the required 50 points to earn a year of service credit, he/she has the right to appeal prior to the end of the 30 day period. The appeal should be in writing and mailed to the City Clerk. After it is posted for the mandated 30 day period, the City sends the points listing to Penflex. Penflex updates each member’s service credit accrual and then prepares an Annual Report for the City and a Service Award Program statement for each Participant. These statements are mailed to the City to be distributed to the Participants.

A Participant was eligible to earn Service Credit for “Prior Service” if he/she earned a year of Service Credit during calendar year 2001, 2002 or 2003. An eligible Participant can earn Prior Service credit, up to 5 years, for each year prior to 2001 during which he/she was at least 16 years old and was an active volunteer firefighter under the City of Beacon Fire Department Rules and Regulations.

The maximum number of years of Service Credit that can be earned by any Participant is twenty (20) years, including years of Prior Service credit.

- **Entitlement Age:** The Program Entitlement Age (EA), the age at which a Participant becomes eligible to start receiving his/her Accrued Monthly Service Award, is the later of age 62 or the age he/she first becomes a Participant.
- **Accrued Monthly Service Award:** A Participant's Accrued Monthly Service Award is equal to \$20 per year of Service Credit earned. The Accrued Monthly Service Award is paid to the Participant each month for life beginning on the first day of the month on or after the Participant's EA. A minimum of 120 payments are guaranteed to be made.
- **Vesting:** A Participant becomes 100% vested in his/her Accrued Monthly Service Award by accruing five years of non-forfeited Service Credit. In addition, an active volunteer firefighter of the fire department who attains the EA (age 62) automatically becomes 100% vested provided the firefighter has accrued at least one year of Service Credit. A Participant also becomes 100% vested upon being awarded a Total and Permanent Disability Benefit.
- **Forfeiture:** If a Participant ceases to be an active volunteer firefighter under the City of Beacon Fire Department Rules and Regulations prior to becoming 100% vested, the Participant will forfeit his/her Accrued Monthly Service Award and Service Credit. However, such forfeited Service Credit and Accrued Monthly Service Award will be restored if the person again becomes an active volunteer firefighter within 5 years and subsequently earns a year of Service Credit. In addition, an individual who is convicted of arson in any degree will forfeit any and all rights he/she has to past or future Service Award Program benefits.
- **Post-Entitlement Age:** Participants who remain active volunteer firefighter after EA (age 62) and earn a year of service credit during years after they attain their EA will have their monthly service award payment increased effective the January 1st of the year following the year in which the additional service credit was earned (this includes the year the Participant turned age 62). The actual increase in payments will not take place until Penflex receives the certified points listing sometime after January 1st, however the increase will be retroactive to January 1st.
- **Disability Benefit:** If a Participant becomes totally and permanently disabled before their EA, he/she will be eligible to be paid a lump-sum equal to the discounted actuarial present value of the Participant's Accrued Monthly Service Award.
- **Death Benefit:** If a vested Participant dies before EA and before commencement of the Accrued Monthly Service Award payments, a lump-sum is paid to the Participant's designated beneficiary equal to the discounted actuarial present value of the vested Participant's Accrued Monthly Service Award as of the date of death. Each Participant should complete a beneficiary designation form and file it with the City. If a beneficiary form is not completed, upon death, payments must be made to the estate, which can cause delays in payment.
- **Trustee:** The City Council of the City of Beacon is the Trustee of the Program and has adopted an investment policy for the investment of the Program assets. For more information, please contact the City.

This Summary was prepared by Penflex, Inc., the firm retained by the City of Beacon to assist in the administration of the City of Beacon Fire Department Service Award Program.

**CITY OF BEACON FIRE DEPARTMENT
SERVICE AWARD PROGRAM
POINT SYSTEM**

Updated Effective January 1, 2017

This is the City of Beacon Fire Department Service Award Program Point System adopted by the City Council of the City of Beacon at the recommendation of the Service Award Program Committee (hereinafter the "SAC"). The Point System is intended to comply with Article 11-A of the General Municipal Law of the State of New York (i.e., the Service Award Program law).

The Fire Department has the responsibility to maintain the Point System records. It is imperative that all firefighters strictly comply with the sign in procedures implemented by the Chief and/or the SAC for verifying attendance at drills, meetings, calls, etc. These sign in/attendance sheets must be produced upon demand when the Service Award Program records are audited.

The Committee may make recommendations to the City Council regarding changes to the Point System; but changes must comply with all governing rules, regulations, and laws, any change made is not effective until adopted by a resolution of the City Council and approved by a public referendum, if required. In the event that the Point System is changed, a written notice of change will be distributed to Active Members and posted at all fire stations within one hundred eighty (180) days of the adoption of such change.

When reading this document, an Active Member should keep in mind that the intent of the Point System is to provide Active Members with ample opportunity to earn benefits under the Service Award Program. An Active Member who, for whatever reason (such as regular work hours), cannot earn as many points under one or more categories as other Active Members should focus on the total number of points he or she could earn from all categories of allowable point accumulation activities.

The Point System contains categories of activities for which Active Members can earn points. Only Active Members who are at least 16 years of age are eligible to earn points. To earn Service Award Program service credit for a calendar year, an Active Member must earn at least 50 points under this Point System during the calendar year.

An Active Member acquires the right to be paid a Service Award after earning credit for five (5) years of service, upon attaining the Program's Entitlement Age while an active volunteer, or becoming permanently disabled while an active volunteer. The Program's Entitlement Age is 62. The Service Award benefit is paid as a ten year certain and continuous monthly payment life annuity. The amount payable each month equals \$20 multiplied by the total number of years of Service Award Program service credit earned by the Active member under the Point System. The maximum monthly payment shall be \$400. The maximum number of years of service credit an Active Member may earn under the Service Award Program is 20 years.

Points are granted for the performance of certain firefighter activities in accordance with the following Point System:

1. Training Courses (other than drills) – 25 point maximum

Based on duration of training courses as follows:

- Under 20 hours: One (1) point per hour; no more than five (5) points per course.

**CITY OF BEACON FIRE DEPARTMENT
SERVICE AWARD PROGRAM
POINT SYSTEM**

Updated Effective January 1, 2017

- 20 to 45 hours: Five (5) points plus one (1) point per hour for each hour over twenty hours; no more than ten (10) points per course.
- Over 45 to 100 hours: Fifteen (15) points per course.
- Over 100 hours: Twenty-five (25) points per course.

A training course is a course instructed by a Certified New York State Training Instructor, an instructor from a nationally recognized school of instruction for firefighting, or similar type of training course that has been approved in writing in advance by the Chief, the Chief's designee or the SAC. To be entitled to the points for attending the training course, an Active Member must have successfully completed the course and received a certificate of completion (or equivalent document) indicating the hours of the course and provided the certificate to the Fire Chief.

2. Attendance at Drills – 20 points maximum

One (1) point per drill (a drill must be a minimum of two (2) hours in duration).

A drill shall be defined as a skills practice of at least two (2) hours duration whether conducted by the City of Beacon Fire Department or at any other location at which all Active Members of the City of Beacon Fire Department are expected and eligible to participate in.

3. Holding an Elected or Appointed Position – 25 points maximum

Up to twenty-five (25) points are earned for completing a full one-year term in the following positions:

<u>Title</u>	<u>Points</u>	<u>Title</u>	<u>Points</u>
Assistant Chief(s)	15	President	15
Assistant Chief Staff	7	Vice President	10
Captain(s)	15	Treasurer	10
Medical Officer	15	Recording Secretary	10
Safety Officer	15	Financial Secretary	10
Training Officer	15	Fire Advisory Board Member(s)	10
Lieutenant(s)	10	Warden(s)	10

Points are awarded annually to one person for no more than one office. To receive the points, the Active Member must complete the one-year term. If an Active Member holds two or more positions for at least a year, the Active Member may receive the greater number of points.

4. Attendance at Meetings – 20 points maximum

Attendance at any official meeting of the City of Beacon Fire Department or one of the three member Fire Companies – one (1) point per meeting.

Must be a meeting where all Active Members are expected to attend (i.e., does not include committee meetings which are in the Miscellaneous category).

**CITY OF BEACON FIRE DEPARTMENT
SERVICE AWARD PROGRAM
POINT SYSTEM**

Updated Effective January 1, 2017

5. Participation in Fire Calls – 25 points

Points are credited on an all-or-nothing basis for attending the minimum percentage of Fire Calls (or general responses), as outlined below. If the Active Member responds to the minimum percentage of Fire Calls, he or she is credited with 25 points. For purposes of the Service Award Program, Active Members are not given credit for attending Ambulance/EMS calls, as these calls are handled by paid staff. The required minimum percentage is:

- 10% if the Department responds to less than 500 Fire Calls during the calendar year.
- 7.5% if the Department responds to at least 500 but fewer than 1,000 Fire Calls during the calendar year.
- 5% if the Department responds to at least 1,000 but fewer than 1,500 Fire Calls during the calendar year.
- 2.5% if the Department responds to 1,500 or more Fire Calls during the calendar year.

Examples: If the Fire Department responds to 400 Fire Calls during a calendar year, an Active Member must respond to a minimum of 40 Fire Calls during the calendar year to receive 25 points ($400 \times 10\% = 40$ calls). If the Fire Department responds to 700 Fire Calls during a calendar year, an Active Member must respond to a minimum of 53 Fire Calls during the calendar year to receive 25 points ($700 \times 7.5\% = 52.5$ calls, which must be rounded up to 53).

6. Miscellaneous Activities – 15 points maximum

One (1) point for participation in inspections and other activities covered by the Volunteer Firefighter's Benefit Law and not otherwise listed. Examples of such activities include:

Fire Prevention Events (other than teaching Fire Prevention Classes – see #7)
Inspections
Work Details
Committee Meetings
Quick Calls
Parades
Memorial Service
Firematic Competition (if covered under VFBL)

7. Teaching Fire Prevention Classes – 5 points maximum

One point per class for an Active Member who at the direction of the Fire Department, and for no remuneration, presents a public education class on fire prevention to a school, not-for-profit corporation, or civic organization organized and existing under the laws of New York State or authorized to conduct activities in New York State.

**CITY OF BEACON FIRE DEPARTMENT
SERVICE AWARD PROGRAM
POINT SYSTEM**

Updated Effective January 1, 2017

8. Line of Duty Disability – 5 points per month/60 points per year

In the event that any Active Member is either totally and temporarily disabled, or partially and permanently disabled, as certified by the Workers' Compensation Board or other competent authority approved by the City Council, and the disability occurs during the course of service as a volunteer, while actively engaged in providing line of duty services, as defined in subdivision one of section five of the Volunteer Firefighter' Benefit Law, the Active Member shall receive five (5) points for each full calendar month that he or she remains either totally and temporarily or partially and permanently disabled as certified by the Workers' Compensation Board or other competent authority approved by the City Council.

City of Beacon Workshop Agenda
1/9/2017

Title:

Tioronda Bridge Update

Subject:

Background:

City of Beacon Workshop Agenda
1/9/2017

Title:

Comprehensive Plan Update

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Shed PH Comp Plan	Resolution
BFJ Contract Phase 2	Agreement



CITY OF BEACON

CITY COUNCIL

RESOLUTION NO. ____ OF 2017

RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR FEBRUARY 6, 2017 TO RECEIVE PUBLIC COMMENTS ON THE PROPOSED UPDATE TO THE COMPREHENSIVE PLAN

NOW, THEREFORE, BE IT RESOLVED, THAT the Beacon City Council hereby schedules a public hearing for February 6, 2017 to receive comments concerning the proposed update to the Comprehensive Plan.

BE IT FURTHER RESOLVED, THAT in accordance with Section 239-m of the New York State General Municipal Law, the City Council will refer the proposed amendment to the Comprehensive Plan to the City Planning Board for its advisory opinion;

BE IT FURTHER RESOLVED, THAT in accordance with Section 239-m of the New York State General Municipal Law, the City Council will refer the proposed amendment to the Dutchess County Department of Planning and Development for its advisory opinion.

Resolution No. ____ of 2017		Date: <u>January 17, 2017</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call				<input type="checkbox"/> 2/3 Required	
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					
		George Mansfield					
		Pam Wetherbee					
		Peggy Ross					
		Randy Casale					
		Motion Carried					

January 9th, 2017

Anthony J. Ruggiero, M.P.A.
City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508

RE: Phase 2 Contract
Comprehensive Plan Update and Zoning Revisions

Dear Anthony:

To follow-up the City Council meeting of January 3rd, 2017, I have listed below a proposal for phase two planning and zoning work with the City Council. As you know, we have finished all of our 2016 work with the Comprehensive Plan committee by submitting the Committee's draft plan and zoning amendments this past Tuesday evening.

1. Scope and Timetable

The new scope of work is projected to include the following steps:

- January 10th:
All comments are due from City council members and City departments.
- January 17th:
BFJ Planning presents revised documents to the City Council. Council sets a public hearing for the Plan and the Zoning on February 6th.
- January 18th:
City sends the documents to the County and Planning Board for review.
- February 6th: Public Hearing
10-15 minute PowerPoint presentation. Hearing is kept open for (15) fifteen days to allow Dutchess County and others to submit written comments.
- February 20th-28th:
BFJ Planning revises document based upon comments and reviews document with Council.
- March:
Adoption of Plan and Zoning by City Council.

CHARLOTTE, NC
CHATHAM, NJ
CHICAGO, IL
NEW YORK, NY
PITTSBURGH, PA
STAMFORD, CT
WASHINGTON, DC

PAUL BUCKHURST ARIBA
FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP
SARAH K. YACKEL AICP
SUSAN FAVATE AICP, PP

BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474
F. 212.353.7494

2. Budget

After discussion with you and Nick Ward-Willis, we have agreed to the cost of these items as follows:

Public Hearing and PowerPoint Presentation	\$1,000
February Document Revision and Creation of Final Draft Plan and Final Zoning	\$4,500
Part Two EAF and Negative Declaration	\$3,500
Printing Costs:	
a) Revised Public Hearing Draft	\$ 500
b) Final Draft	\$ 500
c) Printing Adopted Plan (All drafts in 15 copies)	\$ 500
TOTAL:	\$10,500

We are prepared to do this work on a Time and Expense basis against the attached billing rates. We would not exceed the \$10,500 upset fee. Should we be able to accomplish the work for less, the City would be billed the lesser amount.

Your counter-signature will authorize us to begin work.

Sincerely,



Frank Fish FAICP
Principal

Agreed to:

Name:

Date:

BFJ 2017 PUBLIC BILLING RATES

PRINCIPALS	RATE PER HOUR
F. Fish	\$240
G. Jacquemart	\$240
S. Yackel	\$215
S. Favate	\$215
SENIOR ASSOCIATES	
J. West	\$230
J. Martin	\$210
ASSOCIATES	
N. Levine	\$145
S. Kates	\$145
PROFESSIONAL STAFF	
L. Rennée	\$120
A. Brianchini	\$110
G. Cavanagh	\$110
H. Collins	\$90
T. Young	\$90
WORDPROCESSING/PRODUCTION	\$70
SURVEYORS/TRAFFIC COUNTERS	\$40
URBANOMICS	
R. Armstrong	\$240
T. Lund	\$215

City of Beacon Workshop Agenda
1/9/2017

Title:

Resolution Authorizing Termination and Release of Certain Urban Renewal Obligations

Subject:

Background:

ATTACHMENTS:

Description	Type
Res. Urban Renewal Covenants	Resolution
Memo Urban Renewal Covenants	Cover Memo/Letter
K&B Urban Renewal Covenants	Cover Memo/Letter
VanDeWater Urban Renewal Covenants	Cover Memo/Letter
Urban Renewal Certificate and Report	Backup Material
Urban Renewal DCC Recording 1	Backup Material
Urban Renewal DCC Recording 2	Backup Material

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2017

WHEREAS, the City of Beacon, as the lawful successor-in-interest to the Beacon Community Development Agency (formerly known as the Beacon Urban Renewal Agency) pursuant to the New York State General Municipal Law, is in receipt of a request by DMS Consolidators, Ltd to terminate and release certain obligations, conditions, restrictions, contingencies and rights of reverter set forth in title documents described herein pertaining to certain real property owned by DMS Consolidators, Ltd. and located on Beekman Street in the City of Beacon, Dutchess County, New York, identified as Parcel ID 5954-26-660924 on the City of Beacon Tax Map (“DMS Parcel”); and

WHEREAS, Beacon Ridge Associates, Inc. acquired certain real property located in the City of Beacon, Dutchess County, New York (the “Original Parcel”) from the Beacon Community Development Agency by Special Warranty Deed dated March 6, 1987 and recorded on April 6, 1987 in the Dutchess County Clerk’s Office in Liber 1747 of Deeds at page 1 (the “Special Warranty Deed”) and subject to the obligations, conditions, restrictions, contingencies and rights of reverter set forth therein and in that certain Standard Form of Contract for Sale of Land for Private Redevelopment recorded on April 6, 1987 in the Dutchess County Clerk’s Office in Liber 1747 of Deeds at page 8 (the “Contract”, and, collectively with the Special Warranty Deed, the “1987 Instruments”); and

WHEREAS, by deed dated November 8, 1993 and recorded on December 14, 1993 in the Dutchess County Clerk’s Office in Liber 1937 of Deeds at 247, Beacon Ridge Associates,

Inc. conveyed a portion of the Original Parcel to the City of Beacon (the “First City Parcel”);
and

WHEREAS, the obligations, conditions, restrictions, contingencies and rights of reverter contained in the 1987 Instruments were released and discharged with respect to the First City Parcel by General Release dated December 8, 1993 executed by the Beacon Community Development Agency, the City of Beacon, and Beacon Ridge Associates, Inc. and recorded on December 14, 1993 in the Dutchess County Clerk’s Office in Liber 1937 of Deeds at page 246;
and

WHEREAS, by deed dated June 8, 1994 and recorded on June 10, 1994 in the Dutchess County Clerk’s Office in Liber 1945 of Deeds at 119, Beacon Ridge Associates, Inc. conveyed another portion of the Original Parcel to the City of Beacon (the “Second City Parcel”); and

WHEREAS, the obligations, conditions, restrictions, contingencies and rights of reverter contained in the 1987 Instruments were released and discharged with respect to the Second City Parcel by General Release dated June 8, 1994 executed by the Beacon Community Development Agency, the City of Beacon, and Beacon Ridge Associates, Inc. and recorded on June 10, 1994 in the Dutchess County Clerk’s Office in Liber 1945 of Deeds at page 118; and

WHEREAS, DMS Consolidators Ltd. acquired the last remaining portion of the Original Parcel from Beacon Ridge Associates, Inc. by deed dated April 16, 2015 and recorded on April 28, 2015 in the Dutchess County Clerk’s Office as Document No. 02-2015-2498 (the “DMS Parcel”); and

WHEREAS, the DMS Parcel is still encumbered by and subject to the obligations, conditions, restrictions, contingencies and rights of reverter contained in the 1987 Instruments;
and

WHEREAS, the obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Instruments (collectively, the “Obligations”) have lapsed, are no longer enforceable, have no force and effect, and are a cloud upon title to the DMS Parcel; and

WHEREAS, by law, the City of Beacon is the successor to all of the rights, but not the obligations, of the Beacon Community Development Agency and has the legal authority to terminate and extinguish the Obligations.

NOW, THEREFORE, BE IT RESOLVED that the City of Beacon City Council does hereby authorize the City Administrator, on behalf of the City of Beacon, as successor to the rights of the Beacon Community Development Agency, to execute and deliver to DMS Consolidators, Inc. a Release and Discharge in the form annexed hereto forever terminating, extinguishing, discharging the Obligations and releasing the DMS Parcel from the same, subject to any revisions to Schedule A deemed necessary by the City Engineer to accurately describe the subject property.

BE IT FURTHER RESOLVED, that the City of Beacon City Council does hereby authorize the City Administrator, on behalf of the City of Beacon, as successor to the rights of the Beacon Community Development Agency, to execute any further Release and Discharges forever terminating, extinguishing, discharging the Obligations with respect to any additional property originally conveyed by the Beacon Community Development Agency pursuant to the above-referenced 1987 Special Warranty Deed.

MEMORANDUM

TO: Mayor Randy Casale and Beacon City Council Members

FROM: Keane & Beane, P.C.

RE: Resolution Authorizing Termination of Certain Urban Renewal Obligations, Conditions, Restrictions, Contingencies and Rights of Reverter

DATE: January 5, 2017

As part of the urban renewal efforts of the 1960's and 1970's, an entity known as the Beacon Community Development Agency (formerly known as the Beacon Urban Renewal Agency) (referred to herein as the "Agency") was authorized by state law to acquire property and subsequently convey it to redevelopers to stimulate revitalization and redevelopment of certain areas of the City.¹ In 2012, the NYS Legislature dissolved the Agency and transferred all rights, assets and ownership interests of the Agency (but not its liabilities) to the City of Beacon.

Typically, property conveyed by the Agency to a private redeveloper was subject to a number of obligations, conditions, restrictions, contingencies, and a right of reversion on behalf of the Agency in the event certain conditions were breached (collectively referred to as the "Obligations"). Generally, conditions of the conveyance required the redeveloper to improve the property in accordance with approved construction plans within a certain time period, or risk reversion of the property back to the Agency. The Obligations became part of the property's chain of title.

From time to time, the Agency and now the City receive requests for a release from these Obligations in the chain of title, particularly where a project was never constructed by the redeveloper. These requests are received by current property owners seeking to sell property once part of the urban renewal program. For example, when the City purchased the property where City Hall and the Police Department were constructed, the City and the seller (Beacon Ridge Associates, Inc.) received a General Release by which the Agency "release[d] and forever discharge[d]" the City and Beacon Ridge from any and all obligations, requirements, conditions,

¹ The Beacon Urban Renewal Agency was created in 1964 by Chapter 131 of the Session Laws of 1964 and codified as General Municipal Law Section 575. In 1976, GML Section 575 was amended to be renumbered as GML Section 575-a and the name was changed from the Beacon Urban Renewal Agency to the Beacon Community Development Agency. In 2012, Chapter 373 of the Session Laws of 2012 was enacted which repealed Section 575-a. Pursuant to the 2012 law, all the rights, assets and ownerships interest of the Beacon Community Development Agency were transferred to the City of Beacon. The City of Beacon, however, does not have any of the liabilities.

restrictions, contingencies and rights of reverter contained in the deed and Contract of Sale through which Beacon Ridge acquired the property from the Agency. Pursuant to that deed and Contract of Sale, Beacon Ridge was obligated to construct certain improvements within a certain time period (which lapsed) or risk reversion of the property to the Agency. Those improvements were never constructed.

Similarly, when Beacon Ridge sold to DMS Consolidators, Ltd. the property where the approved residential development known as “The View” is to be constructed, a letter was issued by the City through our office that confirmed the Obligations have lapsed and are unenforceable; therefore, the City will not seek to enforce the Obligations or the City’s right of reversion to the subject property.

DMS Consolidators, Ltd. is now seeking to close on a construction loan and the title company requested a formal declaration of the City’s intention to terminate and release the Obligations, including the right of reversion.

The Obligations are set forth in a 1987 Special Warranty Deed and a 1987 Contract for Sale of Land for Private Redevelopment (between the Agency and Beacon Ridge). Pursuant to these 1987 documents, Beacon Ridge was required to construct certain approved improvements on the subject property with the construction to commence within 60 days of the date of the deed and completed within 2 years after such date, unless a certain financing was obtained which would then alter the construction schedule. Various other covenants and restrictions were contained in the 1987 documents, including but not limited to restrictions on the use of the property in accordance with the Urban Renewal Plan and restrictions on the transfer of the property. The Agency also had a right of reversion in the event the improvements were not constructed after written demand by the Agency, real property taxes or assessments were not paid upon written demand by the Agency, or the property was transferred in violation of the aforementioned Contract.

Our office previously reviewed the 1987 deed in 2014 in connection with the request by DMS Consolidators, Ltd. for a statement concerning the enforceability of the Obligations, including the right of reversion. At that time, it was our opinion based upon the review of such deed, that the Obligations have lapsed and are unenforceable.

The enclosed Resolution authorizes the City Administrator to sign the enclosed document entitled “Termination and Release of Obligations” to be recorded in the Dutchess County Clerk’s Office. The Termination document will memorialize the City’s intention not to enforce the Obligations from the aforementioned 1987 documents with respect to this property and any other property conveyed pursuant to the 1987 documents. However, it is our recommendation that other properties within the City of Beacon that may have urban renewal restrictions in their chain of title should be reviewed on a case by case basis as the restrictions and/or rights of the City with respect to such properties may differ from property to property.

KEANE & BEANE P.C.
ATTORNEYS AT LAW

- Main Office
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868
- Mid-Hudson Office
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

December 5, 2014

VIA FIRST-CLASS MAIL

RIVER CITY ABSTRACT
11 Raymond Avenue
Poughkeepsie, New York 12603

JACQUELINE T. MARTIN, PLLC
Two Cannon Street, Suite 305
Poughkeepsie, New York 12601
Attn: Danielle E. Strauch, Esq.

NICHOLAS M. WARD-WILLIS
Principal Member
nward-willis@kblaw.com
Also Admitted in CT

Re: Beacon Ridge Associates Property –
Beekman Street, Beacon, New York

Dear Sir or Madam:

Keane & Beane, P.C. is the City Attorney for the City of Beacon, New York (the "City"). River City Abstract and Jacqueline T. Martin, PLLC, on behalf of DMS Consolidators, Ltd., have asked the City to provide a statement concerning its position on the enforceability of Covenants First through Fifth, and the right of reversion, set forth in the enclosed Special Warranty Deed (the "Deed"), dated March 9, 1987 and filed in the Dutchess County Clerk's Office as Liber 1747, Pages 001-008. As memorialized in the enclosed Deed, the Beacon Urban Development Agency conveyed the real property described therein to Beacon Ridge Associates, Inc. for development of an affordable housing project, which was never constructed.

Nevertheless, having reviewed the Deed, our office concludes that the Covenants have lapsed and are unenforceable. Accordingly, the City will not seek to enforce those covenants, or the City's right of reversion to the subject property, in the event Beacon Ridge Associates, Inc. seeks to convey the property to a third party.

I hope this letter satisfies your inquiry. Please contact the undersigned if you have any questions.

Thank you.

Very truly yours,



Nicholas M. Ward-Willis

NMW/sj
Enclosure

cc: Tim Dexter, Acting City Administrator

MEMORANDUM

TO: NICHOLAS M. WARD-WILLIS, ESQ.
JENNIFER L. GRAY, ESQ.

FROM: VAN DEWATER & VAN DEWATER, LLP, BY GERARD J. COMATOS, JR.
AND DANIELLE STRAUCH

RE: TERMINATION AND RELEASE OF OBLIGATIONS-BEACON
COMMUNITY DEVELOPMENT AGENCY

PREMISES: BEEKMAN STREET, BEACON, NY (TAX ID # 130200-5954-26-
660924-0000)

DATE: DECEMBER 30, 2016

The Premises are technically subject to certain obligations, conditions, restrictions, contingencies and rights of reverter (collectively, the "Obligations") as set forth in the Standard Form of Contract for Sale of Land for Private Redevelopment executed by Beacon Community Development Agency and Beacon Ridge Associates, Inc., and recorded on April 6, 1987 in the Dutchess County Clerk's Office in Liber 1747 of Deeds at page 8, and in the Special Warranty Deed made by Beacon Community Development Agency to Beacon Ridge Associates, Inc., dated March 6, 1987 and recorded on April 6, 1987 in the Dutchess County Clerk's Office in Liber 1747 of Deeds at page 1.

Site plan approval has been granted for the development of the Premises with a four (4) story building comprised of forty-two (42) residential units with basement level indoor parking. The Obligations are inconsistent with the terms of site plan approval, obsolete and no longer enforceable, yet they are still a cloud upon title to the Premises.

Accordingly, on behalf of DMS Consolidators Ltd., we request that the City of Beacon, as successor to the rights, but not the obligations of, Beacon Community Development Agency, terminate and discharge the Obligations of record.

Drafts of a proposed (a) resolution authorizing the termination and discharge of the Obligations and (b) Termination and Release of Obligations are attached for your review and comment.

We request that this matter be placed on the next workshop and regular meeting of the City Council. Please let us know if you have any questions or comments.

RESOLUTION

_____ offered the following resolution which was seconded by _____, who moved its adoption:

WHEREAS, Beacon Ridge Associates, Inc. acquired certain real property located in the City of Beacon, Dutchess County, New York (the "Original Parcel") from the Beacon Community Development Agency by Special Warranty Deed dated March 6, 1987 and recorded on April 6, 1987 in the Dutchess County Clerk's Office in Liber 1747 of Deeds at page 1 (the "Special Warranty Deed") and subject to the obligations, conditions, restrictions, contingencies and rights of reverter set forth therein and in that certain Standard Form of Contract for Sale of Land for Private Redevelopment recorded on April 6, 1987 in the Dutchess County Clerk's Office in Liber 1747 of Deeds at page 8 (the "Contract", and, collectively with the Special Warranty Deed, the "1987 Instruments"); and

WHEREAS, by deed dated November 8, 1993 and recorded on December 14, 1993 in the Dutchess County Clerk's Office in Liber 1937 of Deeds at 247, Beacon Ridge Associates, Inc. conveyed a portion of the Original Parcel to the City of Beacon (the "First City Parcel"); and

WHEREAS, the obligations, conditions, restrictions, contingencies and rights of reverter contained in the 1987 Instruments were released and discharged with respect to the First City Parcel by General Release dated December 8, 1993 executed by the Beacon Community Development Agency, the City of Beacon, and Beacon Ridge Associates, Inc. and recorded on December 14, 2013 in the Dutchess County Clerk's Office in Liber 1937 of Deeds at page 246; and

WHEREAS, by deed dated June 8, 1994 and recorded on June 10, 1994 in the Dutchess

County Clerk's Office in Liber 1945 of Deeds at 119, Beacon Ridge Associates, Inc. conveyed another portion of the Original Parcel to the City of Beacon (the "Second City Parcel"); and

WHEREAS, the obligations, conditions, restrictions, contingencies and rights of reverter contained in the 1987 Instruments were released and discharged with respect to the Second City Parcel by General Release dated June 8, 1994 executed by the Beacon Community Development Agency, the City of Beacon, and Beacon Ridge Associates, Inc. and recorded on June 10, 1994 in the Dutchess County Clerk's Office in Liber 1945 of Deeds at page 118; and

WHEREAS, DMS Consolidators Ltd. acquired the last remaining portion of the Original Parcel from Beacon Ridge Associates, Inc. by deed dated April 16, 2015 and recorded on April 28, 2015 in the Dutchess County Clerk's Office as Document No. 02-2015-2498 (the "DMS Parcel").

WHEREAS, the DMS Parcel is still encumbered by and subject to the obligations, conditions, restrictions, contingencies and rights of reverter contained in the 1987 Instruments; and

WHEREAS, the obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Instruments (collectively, the "Obligations") have lapsed, are no longer enforceable, have no force and effect, and are a cloud upon title to the DMS Parcel; and

WHEREAS, by law, the City of Beacon is the successor to all of the rights, but not the obligations, of the Beacon Community Development Agency and has the legal authority to terminate and extinguish the Obligations.

NOW, THEREFORE, BE IT RESOLVED that the City of Beacon City Council does hereby authorize the City Administrator, on behalf of the City of Beacon, as successor to the

rights of the Beacon Community Development Agency, to execute and deliver to DMS Consolidators, Inc. a Release and Discharge in the form annexed hereto forever terminating, extinguishing, discharging the Obligations and releasing the DMS Parcel from the same.

The foregoing resolution was duly put to a vote which resulted as follows:

Councilwoman Ross	_____
Councilman Harper	_____
Councilwoman Wetherbee	_____
Councilman Muhammad	_____
Councilman Mansfield	_____
Councilman Kyriacou	_____

DATED: Beacon, New York
January __, 2016

IOLA C. TAYLOR, CITY CLERK
CITY OF BEACON

TERMINATION AND RELEASE OF OBLIGATIONS

KNOW THAT, the CITY OF BEACON, a municipal corporation with its principal offices located at 1 Municipal Plaza, Beacon, New York 12508, the successor by law to the rights, but not the obligations, of Beacon Community Development Agency,

DOES HEREBY TERMINATE AND CANCEL that certain Standard Form of Contract for Sale of Land for Private Redevelopment made and executed by Beacon Community Development Agency and Beacon Ridge Associates, Inc. and recorded on April 6, 1987 in the Dutchess County Clerk's Office in Liber 1747 of Deeds at page 8 (the "Contract") as well as all obligations, conditions, restrictions, contingencies and rights of reverter set forth therein and in that Special Warranty Deed made by Beacon Community Development Agency to Beacon Ridge Associates, Inc. dated March 6, 1987 and recorded on April 6, 1987 in the Dutchess County Clerk's Office in Liber 1747 of Deeds at page 1,

DIRECTS that same be discharged of record; and

RELEASES the real property described in Schedule A annexed hereto from such obligations, conditions, restrictions, contingencies and rights of reverter.

IN WITNESS WHEREOF, the City of Beacon has caused these presents to be signed by its duly authorized officer on January __, 2017.

CITY OF BEACON

By: _____
Name: Anthony Ruggiero
Title: City Administrator

STATE OF NEW YORK)

S.S.:

COUNTY OF DUTCHESS)

On January __, 2017, before me, the undersigned, a notary public in and for said state, personally appeared **Anthony Ruggiero**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:
Gerard J. Comatos, Jr.
VandeWater & VandeWater, LLP
P.O. Box 112
Poughkeepsie, New York 12602

SCHEDULE A

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being designated as Lot No. 1 on a certain map entitled, "Final Subdivision Plat, Beacon Ridge Associates, Inc." dated 12/10/1993, revised 4/25/1994, and filed 6/07/1994 in the Office of the Dutchess County Clerk as Filed Map No. 9899. ✓

River City Abstract of Hudson Valley, Inc.

Westcor Land Title Insurance Company

CERTIFICATE AND REPORT OF TITLE

BORROWERS: DMS Consolidators, Ltd.

TITLE NO. RCA-WT-54888

PREMISES: Beekman Street, C/O Beacon, 30-5954-26-660924
and 30-5954-26-651931

CONSTRUCTION
MORTGAGE: \$6,800,000.00

INSURED: Salisbury Bank and Trust Company, Its Successors and/or Assigns, As Their
Interest May Appear

That in consideration of the fees, due and payable upon the delivery of this certificate, it has examined title to the premises described in Schedule A herein, in accordance with its usual procedure and agrees to issue its standard 2006 ALTA Loan/Owner's policy (with New York Endorsement), as last revised 12/01/2008, insuring such interest and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company, excepting all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in this certificate which are not disposed of to its satisfaction prior to such closing or issuance of the policy.

Such policy will be issued for the amount set forth herein, upon payment of the company's fees and after the transaction has been duly closed and the closing instruments have been duly recorded and approved by the Company.

This certificate is subject to any question or objection as a result of a continuation of the title to the date of closing or which may be brought to the attention of the Company prior to the closing, or if there be no closing, before the issuance of the policy.

This certificate shall be null and void (1) if the Company's fee therefor is not paid (2) if the prospective insured, his attorney or agent or the applicant or the person to whom this certificate is address, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquires by or on behalf of the company (3) in any event, upon the deliver of the policy. Any claim arising by reason of the issuance of this certificate shall be restricted to the terms and conditions of the standard form of insurance policy.

If title, interest or lien to be insured was acquired by the prospective insured prior to delivery of this certificate, the Company assumes no liability except under the policy when issued.



Authorized Signature

Dated: December 7, 2016

Redated and Recertified:

Closer's Signature

If you have any questions regarding this report,
please communicate with:

RIVER CITY ABSTRACT OF HUDSON
VALLEY, INC.
11 Raymond Avenue, Suite 35
Poughkeepsie, NY 12603
(845) 463-4797
FAX: (845) 463-4765

River City Abstract of Hudson Valley, Inc.

Westcor Land Title Insurance Company

**CONSUMER NOTICES AND DISCLOSURES AS REQUIRED
PURSUANT TO NEW YORK INSURANCE LAW:**

Date:

Title No. RCA-WT-54888

The Property: Beekman Street, C/O Beacon, 30-5954-26-660924 and 30-5954-26-651931

To: (Borrower) DMS Consolidators, Ltd.

These Disclosures and Notices are for the purposes of compliance with New York Insurance Law and do not alter or change the coverages, exceptions, exclusions or conditions of the final policies issued in connection with the subject transaction. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

Initial: _____

River City Abstract of Hudson Valley, Inc.

Westcor Land Title Insurance Company

**NOTICE CONCERNING AVAILABILITY OF AN
"OWNER'S" POLICY**

Please indicate that this transaction is a refinance _____ or a purchase _____

Our records indicate that you currently are seeking only a "lender's" title insurance policy, not an "owner's" title insurance policy.

You have the option of purchasing an "owner's" insurance policy. Please read the following disclosures concerning "lender's" and "owner's" title insurance policies, and **initial in the space provided to confirm that you have read and understand the disclosures**

_____ I acknowledge that the "lender's" title insurance policy issued in connection with this financing provides insurance to the **lender only** and does not insure my interest in the property as the owner of the property

_____ I acknowledge that I understand that the "lender's" policy insures that the lender has a valid and enforceable encumbrance on the property that I own or that I am purchasing. An "owner's" policy, if purchased by me, would insure me and provide me with a legal defense against claims made against the title to the property. The "owner's" policy would also protect my equity in the property and assure the marketability of the property when I sell it. Without an "owner's" policy I do not get those protections.

_____ I acknowledge that I have been given the opportunity to purchase an "owner's" policy and that the web site for Stewart Title Insurance Company Rates is <http://www.stewartstar.com/SRC/RateCalculator/Main.aspx> and the Phone Number is 1-800-433-0014

I may obtain an "owner's" policy of title insurance which provides title insurance to me and the total premium for both policies will be \$ _____.

This is an additional \$ _____ above the cost of the "lender's" policy.

_____ I/We do not request "owner's" policy of title insurance

_____ I/We do not request "owner's" policy of title insurance

TO BE SIGNED BY BUYER/BORROWER

Buyer/Borrower

Buyer/Borrower

River City Abstract of Hudson Valley, Inc.

Westcor Land Title Insurance Company

**CONSUMER ACKNOWLEDGMENT OF TITLE INSURANCE PREMIUMS,
FEES, AND SERVICE CHARGES**

This Statement should be attached to all final invoices

Date:

Title No. RCA-WT-54888

The Property: Beekman Street, C/O Beacon, 30-5954-26-660924 and 30-5954-26-651931

To: (Borrower) DMS Consolidators, Ltd.

I acknowledge that I have reviewed the premium calculations, fees and service charges being charged to me. I acknowledge that these charges have been explained to me and that I understand them as set forth on this memorandum.

NOTE: You are required to sign this memorandum of acknowledgment pursuant to New York State Insurance Law.

TO BE SIGNED BY BUYER/BORROWER

Buyer/Borrower/Seller/Lender's Representative

Buyer/Borrower/Seller/Lender's Representative

River City Abstract of Hudson Valley, Inc.

Westcor Land Title Insurance Company

EXHIBIT 1

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Westcor Land Title Insurance Company

We may collect non public personal information about you from the following sources:

- ▶ Information we receive from you, such as on applications or other forms.
- ▶ Information about your transactions we secure from our files, or from our affiliates or others.
- ▶ Information we receive from a consumer reporting agency.
- ▶ Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- ▶ Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- ▶ Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non public personal information.

River City Abstract of Hudson Valley, Inc.

Westcor Land Title Insurance Company

RESIDENTIAL MORTGAGE ENDORSEMENT

ONE TO FOUR FAMILY

Attached to and made a part of Policy No.
Title No. RCA-WT-54888

Unless expressly excepted in Schedule "B", the Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of any inaccuracies in the following assurances:

1. That the location of any easement and/or right of way referred to in Schedule "B" is ascertainable and fixed; and

That the exercise of any rights pursuant to any easement and/or right of way referred to in Schedule "B" will not interfere with the use of the buildings and improvements presently located on the insured premises for residential purposes and that none of the improvements located on the insured premises encroach upon said easement or right of way.

2. That there are no violations of any covenants, conditions or restrictions referred to in Schedule "B", and that a future violation thereof will not cause a forfeiture or reversion of title or otherwise affect the lien of the mortgage insured.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

DATED:

Countersigned

By David M. Smith
Authorized Officer or Agent

TITLE NO. RCA-WT-54888

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to liens, incumbrance and matters, if any, set forth in this certificate is vested FEE SIMPLE in DMS Consolidators Ltd.

PARCEL I: Deed from Beacon Ridge Associates, Inc. dated 4/16/2015 and recorded 4/28/2015 as Document No. 02-2015-2498

PARCEL II: Deed from Anthony Ruggiero, Administrator for City of Beacon, dated 7/6/2015 and recorded 7/28/2015 as Document No. 02-2015-4533

BOTH PARCELS: Deed from DMS Consolidators Ltd. dated 10/21/2015 and recorded 10/22/2015 as Document No. 02-2015-6789

SCHEDULE B in which are set forth the additional matters which will appear in the policy as exception from coverage, unless disposed of to the company's satisfaction prior to closing or delivery of the policy:

1. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth in schedule herein.
2. Mortgages returned herein (**NONE**). Detailed statement within.
3. Any state of facts which an accurate survey might show.
or
Survey exceptions set forth herein.
4. Rights of tenants or persons in possession.
5. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein:-
6. Survey reading and appropriate affirmative languages to be determined and delivered upon receipt of certified print.
7. No title is insured to lands now or formerly lying in the bed of Beekman Street.

WITH REGARD TO PARCEL I:

8. Notes on Filed Map No. 9899.
9. Terms, conditions, easements and reservations as set forth in Liber 1747 pg 8.

WITH REGARD TO PARCEL II:

10. Terms, conditions with regard to drainage easement as set forth in Document No. 02-2015-4533
11. Restrictive covenants and conditions set forth in Document No. 02-2015-4533.

SCHEDULE B OF THIS TITLE REPORT CONSISTS OF THREE PAGES

WITH REGARD TO BOTH PARCELS

12. Terms of sale for Parcel II require consolidation of both parcels into one. Deed in Document No. 02-2015-6789 attempts to so consolidate; however, County requires abandonment of File Map prior to assigning a new parcel ID.
13. Unanimous written consent of the stockholders of **DMS Consolidators Ltd.** to the proposed transaction must be submitted, or in the alternative, proof must be furnished that the holder of two-thirds (2/3) of its stock have consented to the proposed transaction at a meeting duly called.
14. Proof of payment of Franchise Tax on **DMS Consolidators Ltd.** from incorporation to the date of closing is required.
NOTE: Report requested from the State Tax Commission.
15. Building Loan Agreement pursuant to Section 22 of the Lien Law must be filed at or before the time of recording of the mortgage to be insured.
16. Pending disbursement of the full proceeds of the loan secured by the Mortgage described herein, this policy insures only to the extent of the amount actually disbursed plus interest accrued thereon, but increased as disbursements are made in good faith and without knowledge of any defects in, or objections to the title, up to the face amount of the policy. Title shall be continued down to the date of each disbursement and the company shall furnish to the mortgagee, a continuation report stating whether, since the date hereof or since to the date of the last proceeding continuation report, any liens of encumbrances have been recorded, whether any taxes, assessments and payable have been paid, whether there are any survey variations, encroachments or violations of set - back and whether there are any additional title exceptions or objections.
17. For all construction loan closings subsequent to 9/01/93, the NYS Insurance Department has revised the rate manual which now requires the following fees:
 - a. Run down searches for advances 1 through 5 are provided at no charge. Any advances in excess of 5 will require a \$200.00 charge payable upon advance.
 - b. Upon conversion of the construction loan to permanent financing pursuant to Modification/Extension Agreement, an additional 30% of the mortgage rate will be charged or 70% of the mortgage rate, if the loan is sold pursuant to an assignment at the conversion.

SCHEDULE B

PAGE 3

18. Certified owners run for Judgments, Federal Tax Liens, etc. in the Dutchess County Clerk's Office on 11/21/2016. NOTE: There were no returns.
19. Final reading to be ordered from the Water Department with final bill to be delivered at closing. If water service to the insured premises is provided by private water company or well and septic, then affidavit stating same must be delivered at closing. NOTE: This exception shall not be removed until such time as final written current and arrear figures for water and sewer assessments are submitted and confirmed.
20. Proof is required that the certified owners have not been known by any other names during the last 10 years.
21. Closing instruments must be subscribed in blue or black ink.
22. Due to the increasing number of instruments being rejected by the various County Clerk's for below standard quality, we hereby reserve the right to have our closing representative refuse to accept any instrument for recording which we feel will be returned by the respective Clerk's. We do ask for your cooperation by having those who prepare your instruments to re-check them PRIOR to closing to avoid any inconveniences caused by rejection.
23. FOR INFORMATION: This company's privacy policy is set forth on Exhibit 1, which is attached hereto.

TITLE NO. RCA-WT-54888

SCHEDULE A

PARCEL I:

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

BEGINNING at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc." and filed in the Dutchess County Clerk's Office on June 7, 1994 as Map #9899 and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 pg 692) and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord = North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document No. 02-2002-1117; thence continuing through the former location of Beekman Street, South 47-03-30 East 38.75 feet to the most northerly corner of said Lot 1; thence along the southerly line of the old Beekman Street, South 70-10-07 West 42.87 feet and South 63-14-27 West 432.00 feet to the point of **BEGINNING**.

PARCEL II:

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being designated as Lot No. 1 on a certain map entitled, "Final Subdivision Plat, Beacon Ridge Associates, Inc.", dated 12/10/1993, revised 4/25/1994 and filed 6/7/1994 in the Office of the Dutchess County Clerk as Filed Map No. 9899.

For conveyancing only,

Together with all right, title if intended and to be conveyed interest of, in and to any streets and road abutting the above described premises, to the center line thereof.

TITLE NO. RCA-WT-54888

TAX SCHEDULE

The tax search made herein covers only the premises shown on the above diagram, and no search is made against any part of the street on which said premises abut.

NAME AND DESCRIPTION ON ASSESSMENT ROLL:

DMS Consolidators Ltd.
Beekman Street
1.99 acres; Land Use Code: 330

County	Dutchess	City	Beacon
Section	30-5954	Town	
Block	26	Village	
Lot(s)	660924		
Acct. No.			
Swiss Code	130200		

Assessed Valuation: Land: \$475,000.00 Total: \$475,000.00
Exemptions: NONE

Disposition	Returns
1 of 2	2016 City Tax: not assessed for taxes until 2016/17 School Tax below Lien year runs from 1/01/16 through 12/31/16
	2016/17 Beacon City School Dist. Tax: \$337.27 PAID 10/27/2016 Lien year runs from 7/01/16 through 6/30/17
	2017 City Taxes are a lien as of 1/01/2017, however, figures were not available at the time of typing this report. This exception will terminate upon submission of proof of payment of same. Also, if lender requires this Company to escrow the taxes, there will be a \$50.00 charge to this Company for handling and postage reimbursement. Lien year runs from 1/01/17 through 12/31/17

TAX SALES:

NONE

EXCEPT Water meter and sewer rental charges accruing since the date of the last reading and building purpose or unfixed water frontage charges subsequently entered.

Certificate of Title - New York

TITLE NO. RCA-WT-54888

TAX SCHEDULE

The tax search made herein covers only the premises shown on the above diagram, and no search is made against any part of the street on which said premises abut.

NAME AND DESCRIPTION ON ASSESSMENT ROLL:

DMS Consolidators Ltd.
Beekman Street
0.31 acres; Land Use Code: 311

County Dutchess City Beacon
Section 30-5954 Town
Block 26 Village
Lot(s) 651931
Acct. No.
Swiss Code 130200

Assessed Valuation: Land: \$20,000.00 Total: \$20,000.00
Exemptions: NONE

Disposition	Returns
2 of 2	2016 City Tax: \$2,970.51 PAID 2/5/2016 Lien year runs from 1/01/16 through 12/31/16
	2016/17 Beacon City School Dist. Tax: \$10,363.75 PAID 10/27/2016 Lien year runs from 7/01/16 through 6/30/17
	2017 City Taxes are a lien as of 1/01/2017, however, figures were not available at the time of typing this report. This exception will terminate upon submission of proof of payment of same. Also, if lender requires this Company to escrow the taxes, there will be a \$50.00 charge to this Company for handling and postage reimbursement. Lien year runs from 1/01/17 through 12/31/17

TAX SALES:

NONE

EXCEPT Water meter and sewer rental charges accruing since the date of the last reading and building purpose or unfixed water frontage charges subsequently entered.

Certificate of Title - New York

TITLE NO. RCA-WT-54888
ADDENDUM TO TAX PAGE

Tax Collector:

City of Beacon Ph: 838-5004 or 5000
Tax Collector Fax: 838-5012
1 Municipal Plaza
Beacon, NY 12508

PO Box 1870
Buffalo, NY 14240 (Paying on time)

School Tax Collector:

<u>Beacon City School</u>	Beacon City School Dist.	838-6900 X2032
<u>City of Beacon, Towns of</u>	P.O. Box 1330	\$5.00 memo fee
<u>Fishkill & Wappinger</u>	Buffalo, NY 14240-1330	Fax 231-0475

TITLE NO. RCA-WT-54888

MUNICIPAL DEPARTMENT SEARCHES
For Information Only

No state or municipal department searches for notices of violations of laws, regulations and ordinances filed therein and no searches for certificate of occupancy, building or other permits or licenses are made unless specifically requested by the applicant. If requested, they are made by the particular municipal department and are called "Record Search"; they disclose only those violations reported by the last inspection made by the department and do not show the present condition, which can be ascertained only by requesting a new inspection and paying the fee therefor. Such searches are not continued to date of closing nor are new searches made even in event of adjournment of closing. All searches, specifically requested, are made at an additional charge to the applicant.

This Company does not, in any event, insure that the buildings or other erections upon the premises or their use comply with Federal, State and Municipal laws, regulations and ordinances, and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following information has been furnished by the various departments.

Search made by Department of Buildings:

Building Permits and C/O Information to follow. Request mailed to the City of Beacon Building Department 12/2/2016

Search made by Highway Department:

Beekman Street is a public road, maintained by the City of Beacon

ID-8981569-046

ABSTRACTERS' INFORMATION SERVICE

3000 MARCUS AVE, SUITE 2W02 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

BANKRUPTCY SEARCH



Prepared For: River City Abstract of Hudson

County: DUTCHESS

TITLE NO. 1745-RCAST54888

DATE: 12/02/16

Corporation Name: DMS CONSOLIDATORS LTD

The Entire SOUTHERN District of NEW YORK has been checked:

The result of the investigation as per last posted date: 10/17/16

There is no record of a Bankruptcy Filing for the above-mentioned individual or company.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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ID-8981570-038

ABSTRACTERS' INFORMATION SERVICE

3000 MARCUS AVE, SUITE 2W02 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

PATRIOT SEARCH



Prepared For: River City Abstract of Hudson

TITLE NO. 1745-RCAS154888

DATE: 12/02/16

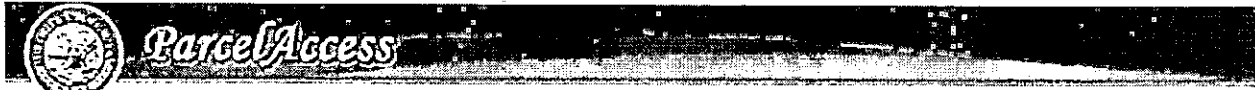
Corporation Name: DMS CONSOLIDATORS LTD

The result of the investigation as per last posted date: (SDN): 11/22/16 (FSE): 09/16/16

The above name does not match any record found on the Specially Designated Nationals, and as of 08/07/14 The Foreign Sanctions Evaders and Blocked Persons List published by the Office of Foreign Assets Control (OFAC).

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

DATA TRACE INFORMATION SERVICES LLC (COMPANY) DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY. THE SERVICES ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE. NOTWITHSTANDING, THE COMPANY ACCEPTS RESPONSIBILITY FOR ERRORS AND OMISSIONS IN AGREGATE AMOUNT NOT TO EXCEED \$1,000 PER SERVICE. THIS IS NOT AN INSURED SERVICE. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. THE SERVICES ARE EXCLUSIVELY FOR River City Abstract of Hudson AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.



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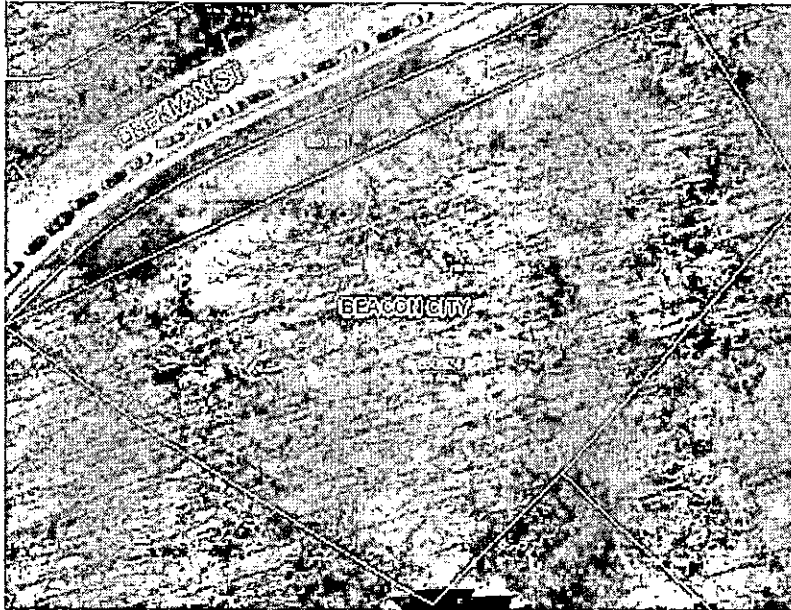
Final Roll

Parcel Grid Identification #:
130200-5954-26-660924-0000
Municipality: Beacon

Parcel Location
Beekman St

Owner Name on March 1
DMS Consolidators Ltd , (P)

Primary (P) Owner Mail Address
108 Village Sq
Somers NY 105890000



Parcel Details

Size (acres): 1.99 Ac (S) Land Use Class: (330) Vacant Land Located in Commercial Areas
File Map: 9899 Agri. Dist.: (0)
File Lot #: 1 School District: (130200) Beacon City School District

Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$475000	\$475000	\$475000	\$475000	\$475000	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	1	100	\$ 475000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2016	7/1/2016	7/1/2015

Last Sale/Transfer

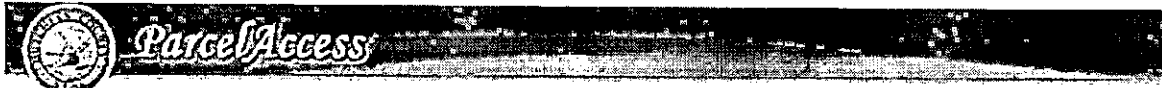
Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$475000	4/16/2015 4:29:09 PM	22015	2498	(J)	1

Site Information:

Site Number: 1	Water Supply:	Sewer Type:	Desirability:	Zoning Code:	Used As:
	(3) Comm/public	(3) Comm/public	(3) Normal	R1-10	(Z98) Non-contrib

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED.
ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE
SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 12/6/2016. Developed and maintained by
OCIS - Dutchess County, NY.



2

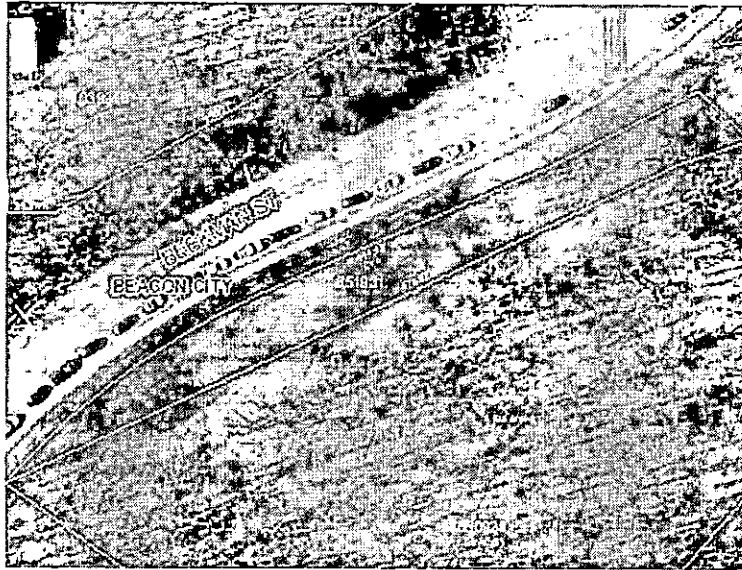
Final Roll

Parcel Grid Identification #:
130200-5954-26-651931-0000
Municipality: Beacon

Parcel Location
Beekman St

Owner Name on March 1
DMS Consolidators Ltd , (P)

Primary (P) Owner Mail Address
108 Village Sq
Somers NY 105890000



Parcel Details

Size (acres): 0.31 AC (D) **Land Use Class:** (311) Vacant Land: Residential: Residential Vacant Land

File Map: Agri. Dist.: (0)

File Lot #: School District: (130200) Beacon City School District

Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$20000	\$20000	\$20000	\$20000	\$20000	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
H: Homestead 1	100	100	\$ 20000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2016	7/1/2016	7/1/2015

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$20000	7/6/2015 2:24:57 PM	22015	4533	(J)	1

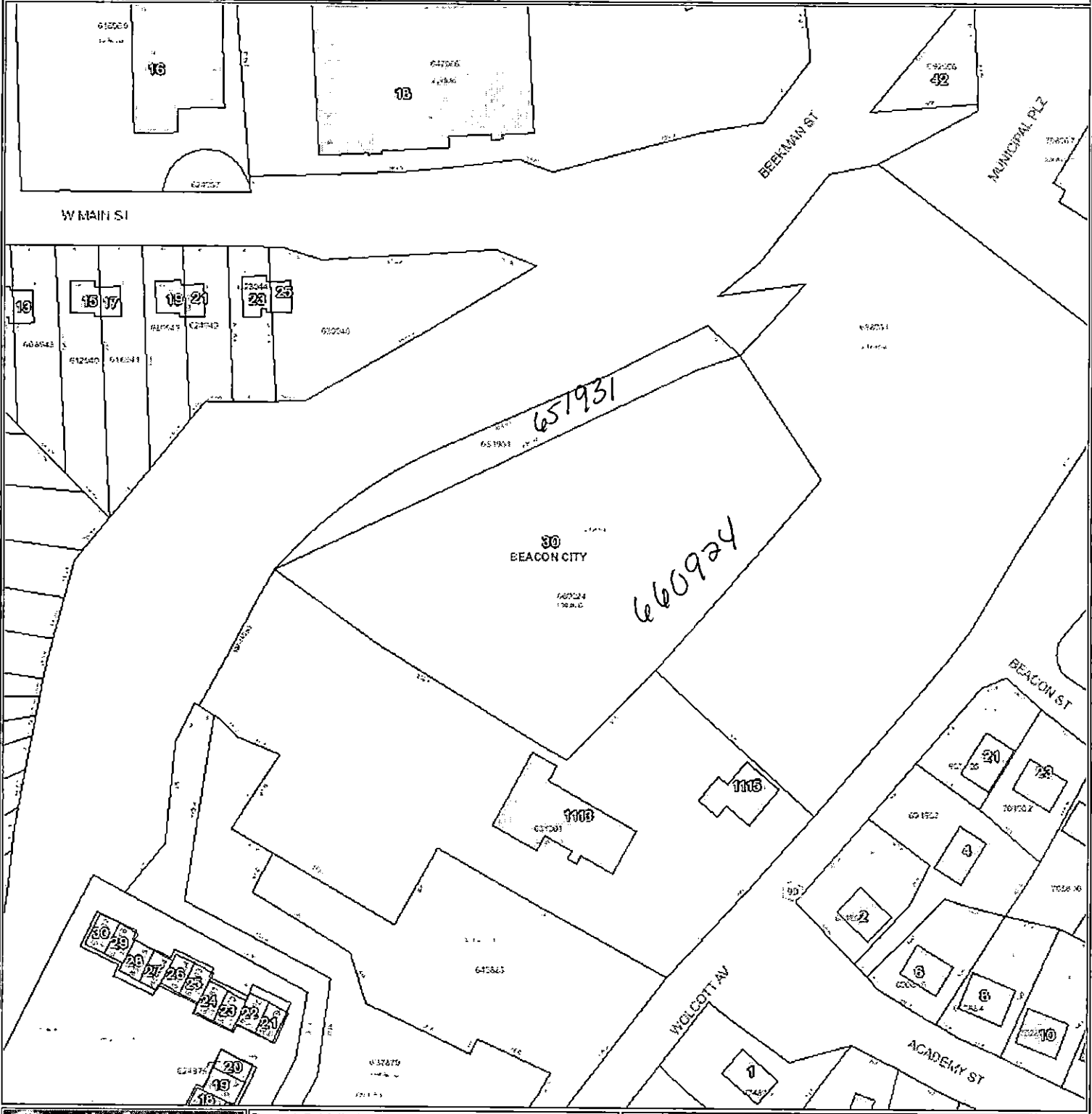
Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
(3) Comm/public	(3) Comm/public	(2) Typical		()

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 12/6/2016. Developed and maintained by OCIS - Dutchess County, NY.

Dutchess County, NY - Tax Map



Parcel Access
 Dutchess County, NY
 Print date: 12/6/2016

Parcel Grid #: 13020000595400266609240000
 Municipality: Beacon

This map is provided as a service of the Dutchess County's Intranet Parcel Access. Absolutely no accuracy or completeness guarantee is implied or intended.

008

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
URBAN RENEWAL PROGRAM

PART I OF STANDARD FORM OF CONTRACT
FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT

Part I

of

CONTRACT FOR

Contract for Sale of Land for Private Redevelopment
SALE OF LAND FOR PRIVATE REDEVELOPMENT

FILE NO 1987	1613
FEE PAID 122-	INDEXED BY

By and Between

DUTCHESS COUNTY CLERK'S OFFICE Beacon Community Development Agency
 RECEIVED ON THE 6 DAY OF Apr, 1987
 AT 3 H. 45 M. P M. RECORDED IN
 BOOK No. 1747 OF Deeds
 AT PAGE 8 AND EXAMINED
William R. Steinhilber CLERK Beacon Ridge Associates Inc.

and

*(RFR)
EPSTEIN, EPSTEIN & EPSTEIN
398 MAIN ST.
BEACON, N.Y. 12508*

DUTCHESS COUNTY
CLERK'S OFFICE
RECEIVED
Apr 6 3 45 PM '87

- * See General Release
Recorded December 14, 1943 in Deeds
Lib. 1437 Page 246
- * See General Release in Deeds
Recorded June 10, 1944
Lib. 1445 Page 118

HUD-4276A
(2-77)

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency an urban renewal plan for the Project, consisting of [Insert description of the plan, as, for example: "the Urban Renewal Plan; dated _____, 19____, and approved by the City Council of the City on _____, 19____, by Resolution No. _____, as amended by Amendment No. 1 thereof, dated _____, 19____, and approved by such Council on _____, 19____, by Resolution No. _____"]

(which plan, [as so amended, and] as it may hereafter by [further] amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"); and

WHEREAS, a copy of the Urban Renewal Plan as constituted on the date of the Agreement has been recorded among the land records for the place in which the Project Area is situated, namely,

[Insert recording date, as, for example: "in the Office of the Clerk of the _____ of _____ in Book _____ of _____; at page _____, and in Book _____ of _____ at page _____;" or, if the Urban Renewal Plan is not recordable in the jurisdiction, in lieu of the above, change to: "has been filed in the Office of the Clerk of the City located at 427 Main Street, Beacon, NY in the City;"] and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan, both the Federal Government and the City have undertaken to provide and have provided substantial

HUD-4776
2-711

aid and assistance to the Agency through a Contract for [Loan and] Capital Grant dated _____ 19: in the case of the Federal Government and [a Cooperation Agreement, dated _____ in the case of the City; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area and more particular described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with the Agreement; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement, and the fulfillment generally of the Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Federal, State, and local laws and requirements under which the Project has been undertaken and is being assisted;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefor, the amount of Twenty Thousand and 00/100***** Dollars (\$ 20,000.00) hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

come Doc #: DEED 1747 11 Printed Page 1 of 1

Agency as provided in Section 702 hereof. If the Agreement shall not have been theretofore terminated and if no cause for termination then exists, the Agency shall return the Deposit to the Redeveloper upon receipt by the Agency of the following:

- (i) A copy of the commitment or commitments obtained by the Redeveloper for the mortgage loan or loans to assist in financing the construction of the Improvements (as defined in Section 301 hereof), certified by the Redeveloper to be a true and correct copy or copies thereof;
- (ii) Evidence satisfactory to the Agency that the interim mortgage loan to assist in financing the construction of the Improvements has been initially closed;
- (iii) A copy of the contract between the Redeveloper and the general contractor for the construction of the Improvements, certified by the Redeveloper to be a true and correct copy thereof; and
- (iv) A copy of the contract bond provided by the general contractor in connection with the aforesaid construction contract which bond shall be in a penal sum equal to not less than ten percent (10%) of the contract price under said construction contract, certified by the Redeveloper to be a true and correct copy thereof.

SEC. 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within 60 days after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed within two (2) years after such date. Provided, that if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Secretary of Housing and Urban Development, then the aforesaid completion time shall not apply, but instead the construction of the Improvements,

evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than SEVEN (7) days after the date of written notice to the Redeveloper of approval of the Construction Plans by the Agency, or, if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of thirty (30) days following the date of receipt by the Agency of the Construction Plans so deemed approved.

SEC. 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the use of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until 10 years the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenant shall terminate.

SEC. 7. NOTICES AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at 56 NORTH AVE, BEACON, NY

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at Elisa Street, Beacon, New York

or at such other address with respect to either such party as that party may

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SEC. 306. Progress Reports. Subsequent to conveyance of the Property, or any part thereof, to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 307. Certificate of Completion.

(a) Promptly after completion of the Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof. Provided, That if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction Plans and are ready for occupancy, then, in such event, the Agency and the Redeveloper shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the Redeveloper in respect of the construction and completion of the Improvements have been fully satisfied, the Agency shall forthwith issue its certification provided for in this Section. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

(b) With respect to such individual parts or parcels of the Property which, if so provided in Part I hereof, the Redeveloper may convey or lease as the Improvements to be constructed thereon are completed, the Agency will also, upon proper completion of the Improvements relating to any such part or parcel, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of the Agreement. Such certification shall mean and provide, and the Deed shall so state, (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Agency nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or, in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may.

such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the Agency shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Agency shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY

SEC. 401. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

- (a) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan; and
- (b) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof;

SEC. 402. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof, shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United

States (in the case of the covenant provided in subdivision (b) of Section 401 hereof), against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, That such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the Property or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

4 SEC. 403. Agency and United States Rights To Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 401 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in subdivision (b) of Section 401 hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Redevelopment. The Redeveloper represents and agrees that his purchase of the Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the

303. Prohibition Against Transfer of Property and Assignment of Agreement. Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

- (1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and
- (2) as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency: Provided, That, prior to the issuance by the Agency of the certificate provided for in Section 307 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate.

(b) The Agency shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

- (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).
- (2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper

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then the Agreement, and any rights of the Redeveloper, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the Agency or the Property, shall, at the option of the Agency, be terminated by the Agency, in which event, as provided in Paragraph (d), Section 3 of Part I hereof, the Deposit shall be retained by the Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper, (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Reverting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Agency:

- (a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do; or
- (b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do; or
- (c) there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper.

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and re-vest in the Agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of

the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency; Provided, That such condition subsequent and any reversioning of title as a result thereof in the Agency,

- (1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and
- (2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in Section 307 hereof.

In addition to, and without in any way limiting the Agency's right to recapture as provided for in the preceding sentence; the Agency shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the Redeveloper as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds.

Upon the reversioning in the Agency of title to the Property or any part thereof as provided in Section 704, the Agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 704 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; Agency Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement.

SEC. 802. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Redeveloper will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:", and the term "Redeveloper" shall be changed to "Contractor".

SEC. 803. Provisions Not Merged With Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

SEC. 804. Title of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

(1) WHEREAS, an Urban Renewal Plan (which, together with all modifications thereof made after the date of this Deed in accordance with applicable law, it is hereinafter referred to as the "Urban Renewal Plan") for NDP PROJECT #1. (hereinafter referred to as the Project") has been adopted by the Beacon Community Development Agency on _____ and has been approved by the City Council and _____

(2) WHEREAS, the Beacon Community Development Agency is owner and holder of the record of fee simple title to certain real property located in the Project area; and

(3) WHEREAS, pursuant to the Urban Renewal Plan and Title I of the Housing Act of 1949, the Beacon Community Development Agency is authorized to sell individual portions of land in the Project area;

NOW, THEREFORE, THIS DEED, made this 6th day of March 1987, by and between the Beacon Community Development Agency, (hereinafter referred to as the "Grantor"), acting herein pursuant to the above-mentioned Act, and BEACON RIDGE ASSOCIATES, INC. 56 NORTH AVE, BEACON, N.Y.

WITNESSETH, that for and in consideration of the sum of Twenty Thousand and 00/100----- DOLLARS receipt whereof is hereby acknowledged, the Grantor does, by this Special Warranty Deed, grant and convey unto the Grantee to have and to hold fee simple title, together with all and singular, the hereditaments and appurtenances thereunto belonging or in any wise appertaining, in and to the following described land and premises, situate in the City of Beacon, County of Dutchess, State of New York, and known and distinguished as:

ALL that tract or parcel of land situate in the CITY OF BEACON, County of Dutchess and State of New York bounded and described as follows:

Beginning at a point, said point being the intersection of the Southerly side of Conway Place with the Northeasterly line of lands now or formerly Dutch Reformed Church (Liber 121 cp 692); thence running along the Southerly side of Conway Place, the following: North 75-35-10 East 432.00 feet, North 82-30-50 East 42.87 feet, North 68-09-20 East 86.27 feet, North 43-53-40 East 132.06 feet, North 76-31-55 East 113.55 feet, North 10-54-10 East 62.24 feet, North 59-54-40 East 116.18 feet, North 60-00-20 East 89.99 feet, North 60-05-30 East 89.89 feet, and North 75-25-40 East 60.90 feet; along the Westerly and Northerly sides of the proposed Beacon Arterial, South 02-55-30 West 123.76 feet, South 30-05-30 West 153.28 feet, South 36-40-50 West 51.26 feet, South 46-30-20 West 60.08 feet, South 46-57-40 West 45.83 feet, South 50-41-45 West 56.07 feet, South 44-33-00 West 105.42 feet, South 51-08-30 West 91.37 feet, South 39-53-30 West 134.92 feet and South 35-21-50 East 37.00 feet; thence along the Northerly side of the existing Ferry Street, South 54-38-10 West 221.65 feet; thence along lands now or formerly Dutch Reformed Church (Liber 121 cp 692), the following: North 37-46-40 West 198.84 feet, South 53-37-30 West 108.66 feet and North 47-30-00 West 319.50 feet to the point of beginning. Containing 6.55 acres of land.

Subject to the existing easements and rights of ways of record, if any.

"Reserving to Central Hudson Gas & Electric Corporation, its successors and assigns the perpetual right to continue to operate and maintain its existing gas and electric facilities under and across the herein conveyed property."

AND, the Grantor covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances thereof as may be requisite: Provided, however, That this Deed is made and executed upon and is subject to certain express conditions and covenants; said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and FIFTH, the continued existence of the state hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof;

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon an encumbrance or lien other than for temporary and permanent financing of construction of the improvements on the property hereby conveyed as provided for in the Construction Plans, approved by the Grantor in accordance with Section 601 of the Contract of Sale dated the 19th day of FEBRUARY, 1986 between the parties hereto, (hereinafter referred to as the "Contract of Sale") and for additional funds, if any, in an amount not to exceed the consideration herein specified, and shall not suffer any levy or attachment to be made or any other encumbrances or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed;

THIRD: The Grantee shall commence promptly the construction of the aforesaid Improvements on the property hereby conveyed in accordance with the said Construction Plans and shall prosecute diligently the construction of said Improvements to completion; Provided, that in any event, construction shall commence within 60 days from the date of this deed and shall be completed within 2 years from the commencement of such construction;

FOURTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed, and; except as security for obtaining financing permitted by this Deed, there shall be no transfer, and the Grantee shall not permit any transfer, by any party, owning ten percent or more of the stock of the Grantee, of such stock, nor shall there be, or be suffered to be by the Grantee, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Grantee or the degree thereof, by any other method or means including, but not limited to, increased capitalization, merger, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise;

FIFTH: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any Improvements erected or to be erected thereon or any part thereof.

The covenants and agreements contained in the covenant numbered FIRST shall terminate in Ten years. The covenants and agreements contained in covenants numbered SECOND, THIRD, and FOURTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided except only that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from its obligation to pay real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered FIFTH shall remain in effect without any limitation as to time.

In case of the breach or violation of any one of the covenants numbered SECOND, THIRD and FOURTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within 60 days after written demand by the Grantor so to do with respect to covenant numbered Fourth and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and

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Affidavit Filed \$1

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TRANSFER TAX
DUTCH COUNTY

DUTCHESS COUNTY CLERK'S OFFICE

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BOOK No. 1747 OF Deeds

AT PAGE 1 AND EXAMINED

William R. Steinhilber CLERK.

DUTCHESS COUNTY
CLERK'S OFFICE
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successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; any amounts otherwise owing to the Grantor by the Grantee and its successors or transferees; and

Second: to reimburse the Grantee, its successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered FIFTH, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered FIFTH, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Promptly after the completion of the above-mentioned Improvements in accordance with the provisions of the Construction plans, the Grantor will furnish the Grantee with an appropriate instrument so certifying in accordance with the terms of the Contract of Sale. Such certification (and it shall be so provided in the certification itself) shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract of Sale and in this Deed obligating the Grantee and its successors and assigns with respect to the construction of the Improvements and the dates for beginning and completion thereof: Provided, That if by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the Construction plans and are ready for occupancy, then, in such event, the Grantor and the Grantee shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the Construction Plans, and, if the other agreements and covenants in the Agreement obligating the Grantee in respect of the construction and completion of the Improvements have been fully satisfied the Grantor shall forthwith issue its certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligations of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof.

The certification provided for in the paragraph next above shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the property hereby conveyed. If the Grantor shall refuse or fail to provide such certification, the Grantor shall, within thirty (30) days after written request by the Grantee provide the Grantee with a written statement, indicating in what respects the Grantee has failed to duly complete said Improvements and what measures or acts will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed its valid, binding and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law. The Grantee similarly certifies with reference to its execution and delivery of this Special Warranty Deed.

IN TESTIMONY WHEREOF, the said Beacon Community Development Agency has caused these presents to be signed in its name on the day of MARCH 1970 by JULIUS BOCCIA its Vice-Chairman attested by its Secretary, and its corporate seal to be hereunto affixed and does hereby constitute and appoint said its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver these presents as its act and deed.

ATTEST:

(SEAL)

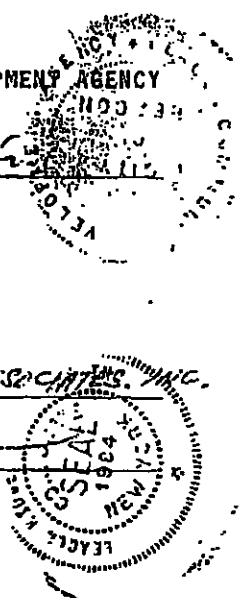
ATTEST:

BEACON COMMUNITY DEVELOPMENT AGENCY

By Julius Boccia Vice-Chairman

BEACON RIDGE ASSOCIATES, INC.

By Ronald [Signature] Pres.



STATE OF NEW YORK)
COUNTY OF DUTCHESS)

On this 6th day of March, 1987, before me personally came Julius Boccia, to me personally known who, being by me duly sworn, did depose and say that he resides in Beacon, New York; that he is the Vice-Chairman of Beacon Community Development Agency, the corporation described in, and which executed the above instrument; and that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


Notary Public

Attested:

HAROLD D. EPSTEIN
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires March 30, 1989
NEW

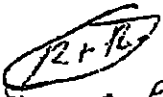
STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS:

On this 6th day of MARCH 1987, before me personally came RONALD J. PICCONE, to me personally known, who, being by me duly sworn, did depose and say that he resides in Beacon, New York; that he is the PRESIDENT of Beacon Ridge Associates, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


Notary Public

Attested:

HAROLD D. EPSTEIN
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires March 30, 1989
NEW


RONALD PICCONE
56 NORTH AVE
BEACON, N.Y. 12508

THIRD: (Provided, That a breach or violation with respect to the portion of covenant numbered THIRD, dealing with completion of the Improvements may be cured, ended or remedied within six (6) months after written demand by the Grantor so to do) or any further extension thereof that may be granted by the grantor in its sole discretion, then all estate, conveyed under this Deed, shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the Grantor, its successors or assigns, shall be entitled to and may of right enter upon and take possession of the said property: Provided, That any such revesting of title to the Grantor:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way
 - (i) the lien of any mortgage or Deed of Trust permitted by this Deed; and
 - (ii) any rights or interests provided in the Contract of Sale for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and
- (2) In the event that title to the said property or part thereof shall revert in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible parties (as determined by the Grantor) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds thereof shall be applied;

FIRST: to reimburse the Grantor, on its own behalf or on behalf of the City of Beacon for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its



Dutchess County Clerk Recording Page

Record & Return To :

DAVID A SEARS ESQ
ONE CIVIC CENTER PLAZA
STE 302
Poughkeepsie, NY 12601

Date Recorded : 04/28/2015

Time Recorded : 4:45:00

Document # : 02 2015 2498

Received From : RIVER CITY ABSTRACT

Grantor : BEACON RIDGE ASSOCIATES INC

Grantee : DMS CONSOLIDATORS LTD

Recorded In : Deed

Instrument Type :

Tax District : City of Beacon

Examined and Charged As Follows :

Recording Charge : \$315.00

Number of Pages : 4

Transfer Tax Amount : \$1,900.00

Transfer Tax Number : #4976

*** Do Not Detach This Page

Red Hook Transfer Tax :

*** This Is Not A Bill

E & A Form: Y

TP-584 : Y

County Clerk By : msp / _____

Receipt # : R84241

Batch Record : D85



0220152498

Bradford Kendall
County Clerk



4/Bea
60-
280
5
1900
2215

RLA JT 52106

THIS INDENTURE, made the 16th day of April, Two Thousand Fifteen

Between

Main Street
BEACON RIDGE ASSOCIATES, INC., P. O. Box 391, Beacon, NY 12508 ✓
party of the first part, and

DMS CONSOLIDATORS LTD., 108 Village Square PMB 403, Somers, NY 10589 ✓
parties of the second part,

Witnesseth that the party of the first part, in consideration of -----
TEN-----Dollars(\$10.00) lawful money of the United States, and other good
and valuable consideration paid by the party of the second part, hereby grant and release
unto the party of the second part, and assigns forever

ALL that certain piece or parcel of land situate in the City of Beacon, County of ✓
Dutchess and State of New York, more particularly bounded and described on Schedule
A annexed hereto.

BEING the same premises conveyed by Deed from Beacon Community
Development Agency, dated 3/6/1987, recorded 4/6/1987, in the Dutchess County
Clerk's Office in Liber 1747 cp1.

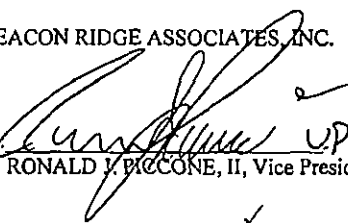
To have and to hold the premises herein granted unto the party of the second
part, his heirs and assigns forever.

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

And that, in Compliance with Sec. 13 of the Lien Law, the grantor will receive
the consideration for this conveyance and will hold the right to receive such consideration
as a trust fund to be applied first for the purpose of paying the cost of the improvement
and will apply the same first to the payment of the cost of the improvement before using
any part of the total of the same for any other purpose.

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

BEACON RIDGE ASSOCIATES, INC.

By  ✓
RONALD J. PICCONE, II, Vice President

SCHEDULE A

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being designated as Lot No. 1 on a certain map entitled, "Final Subdivision Plat, Beacon Ridge Associates, Inc." dated 12/10/1993, revised 4/25/1994, and filed 6/07/1994 in the Office of the Dutchess County Clerk as Filed Map No. 9899. ✓

(STATE OF NEW YORK, COUNTY OF DUTCHESS) ss:

On the 16th day of April in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD J. PICCONE, II, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

HAROLD D. EPSTEIN
Notary Public, State of New York
Residing in Dutchess County
My Commission Expires November 30, 20 17

Return By Mail To:

✓
DAVID A. SEARS, ESQ.
ONE CIVIC CENTER PLAZA
SUITE 302
POUGHKEEPSIE, NY 12601



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 7/28/2015
Time Recorded: 3:05 PM

DAVID A SEARS ESQ
ONE CIVIC CENTER PLAZA STE 302

POUGHKEEPSIE, NY 12601

Document #: 02 2015 4533

Received From: RIVER CITY ABSTRACT

Grantor: BEACON CITY
Grantee: DMS CONSOLIDATORS LTD

Recorded In: Deed
Instrument Type:

Tax District: City of Beacon

Examined and Charged As Follows :

Recording Charge: \$350.00
Transfer Tax Amount: \$80.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 6639

Number of Pages: 11

*** Do Not Detach This Page
*** This Is Not A Bill

Red Hook Transfer Tax:

RP5217: Y
TP-584: Y

County Clerk By: cni
Receipt #: 97451
Batch Record: 1973

Bradford Kendall
County Clerk



0220154533

50706

RCA ST S2726
T80
41
95
288
80
430

QUITCLAIM DEED
(INDIVIDUAL OR CORPORATION)
FORM 809

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 6th day of July, 2015

between

ANTHONY RUGGIERO, City Administrator of the City of Beacon, a Municipal Corporation, having its offices at One Municipal Plaza, Suite One, Beacon, New York 12508 ✓

party of the first part, and

DMS CONSOLIDATORS LTD, having an address of 108 Village Square, PMB 403, Somers, New York 10589 ✓

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten dollars (10.00), lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Beacon, County of Dutchess and State of New York, more particularly described in Schedule "A" attached hereto.

BEING part of the same premises conveyed to the City of Beacon by deed from The People of the State of New York dated May 20, 1997 and recorded February 1, 2002 as Document No. 02-2002-1117 in the office of the Dutchess County Clerk.

SUBJECT to Conditions of Sale annexed hereto as Schedule "B" and made a part hereof.

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

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

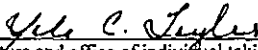
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

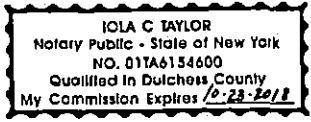
CITY OF BEACON


By: Anthony Ruggiero
Title: City Administrator

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

On the 2nd day of July, 2015, before me, the undersigned, personally appeared ANTHONY RUGGIERO 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(signature and office of individual taking acknowledgment)



Quitclaim Deed

Grid No: p/o Beekman Street

Return By Mail To:

David A. Sears, Esq.
One Civic Center Plaza, Suite 302
Poughkeepsie, New York 12601

Gary R. LaTour
NEW YORK STATE LICENSED LAND SURVEYOR
License No. 049457
273 East Main Street
Beacon, New York 12508-3515
Phone/Fax: 845 831-8556
E-Mail: GARYLALS@aol.com

June 1, 2015

DEED DESCRIPTION - CITY OF BEACON TO DMS CONSOLIDATORS, LTD

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

Beginning at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc." and filed in the Dutchess County Clerk's Office on June 7, 1994 as Map # 9899 and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord = North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document #02-2002-1117; thence continuing through the former location of Beekman Street, South 47-03-30 East 38.75 feet to the most northerly corner of said Lot 1; thence along the southerly line of the old Beekman Street, South 70-10-07 West 42.87 feet and South 63-14-27 West 432.00 feet to the point of beginning.

Containing 13,484 square feet or 0.310 acres of land.

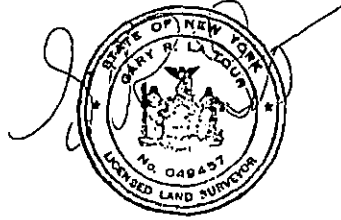
Being a portion of Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's.

Reserving to the City of Beacon a drainage easement along the new southerly line of Beekman Street as created above, said easement being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc." and filed in the Dutchess County Clerk's Office on June 7, 1994 as Map # 9899 and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord =

North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document #02-2002-1117; thence along the northeasterly line of the above described 0.310 acre parcel of land, South 47-03-30 East 8.00 feet to a point; thence running through the above described 0.310 acre parcel of land, South 54-50-00 West 66.38 feet, South 64-50-00 West 245.00 feet and South 54-10-00 West 131.70 feet to a point in the northerly line of Lot 1 on Filed Map #9899; thence along the same, South 63-14-27 West 23.26 feet to the point of beginning.

Containing 6,436 square feet or 0.148 acres of land.



"Schedule B" Conditions of Sale

I. Contract Contingencies

1. This Contract is contingent upon Purchaser purchasing Parcel Number: 130200-5954-26-660924-0000 (the "Adjacent Land") from Beacon Ridge Associates Inc. (the "Adjacent Land Purchase"). Purchaser, at its sole cost and expense, shall diligently pursue the Adjacent Land Purchase and take all reasonable actions necessary to consummate the Adjacent Land Purchase. Purchaser shall provide Seller with a copy of the fully executed contract for the Adjacent Land Purchase at the time of signing this Contract. If the Adjacent Land Purchase is not consummated within six (6) months of the Contract Date of this Contract, despite a diligent effort by Purchaser, then either Purchaser or Seller may cancel this Contract and Escrowee shall return the Downpayment to Purchaser. A default by Purchaser under the Adjacent Land Purchase contract shall be considered a default under this Contract as well.
2. Within thirty (30) days of the Contract Date, Purchaser, at its sole cost and expense, shall obtain a survey and legal description of the Premises by a licensed land surveyor and shall send a copy of such survey and legal description to the Seller. If such survey and legal description are satisfactory to the Seller, they shall be incorporated into this Contract as a description of the Premises and shall replace the photograph referenced as Exhibit A. If such survey and legal description are not satisfactory to the Seller, Purchaser shall take such reasonable steps necessary so that they become satisfactory to the Seller. The survey and legal description shall also describe the remainder of the City's parcel.
3. This Contract is contingent upon Purchaser submit complete application from the City of Beacon Planning Board to merge the Premises with the Adjacent Land into a single parcel (such merged parcel being referred to herein as the "Merged Premises"). Within forty-five (45) days of the Contract Date, Purchaser, at its sole cost and expense, shall file such application and diligently pursue such approval and take all reasonable actions necessary to obtain such approval. If such approval is not obtained within six (6) months of the Contract Date despite a diligent effort by Purchaser, then either Purchaser or Seller may cancel this Contract and Escrowee (as hereinafter defined) shall return the Downpayment to Purchaser.
4. Within thirty (30) days after the final subdivision Plat is signed by the Chairman of the Planning Board, Purchaser shall file the approved Subdivision Plat with the Dutchess County Clerk's Office, Division of Land Records and provide proof of filing to Seller.
5. Within forty-five (45) days after the final subdivision Plat is signed by the Chairman of the Planning Board, the closing will occur.
6. At Seller's sole discretion, upon receipt and approval of the survey and legal description of the Premises, Seller may instead of requiring compliance with paragraphs 3 to 5, allow Purchaser to resubdivide the Premises with the Adjacent Land by deed. In such case, the closing shall occur within thirty (30) days of Seller advising Purchaser that the parcels may be merged by deed. Seller will consider a resubdivision by deed in this instance only and

2.

5102/451/530009v2 6/29/15
-1-

without creating any precedent in the future for any third person to rely upon, as the City is the Seller and the City will be receiving a survey and legal description prior to the conveyance to assure itself as to the accuracy of the description of the land being conveyed and resubdivided.

II. Redevelopment Conditions

7. Within sixty (60) days of Closing, a complete application for redevelopment of the Merged Premises shall be made to the Planning Board/Zoning Board where applicable.
8. Purchaser shall diligently pursue and obtain Site Plan/Zoning approval for no less than forty (40) residential units (unless a smaller number is approved by the Planning Board/Zoning Board) within twelve (12) months of Closing.
9. Purchaser shall submit a complete Building Permit application within forty-five (45) days of Planning/Zoning approval and shall obtain such Building Permit within eighteen (18) months of Closing. If no Planning or Zoning approval is necessary, a Building Permit application shall be made within forty-five (45) days of Closing.
10. Purchaser shall commence construction within thirty (30) days of issuance of a Building Permit, weather permitting.
11. Purchaser must diligently pursue construction and obtain a Certificate of Occupancy for the complete project within one (1) year of issuance of the Building Permit.

III. Restrictions on Use or Sale of the Premises

12. The Premises are being sold upon the condition that all or any part thereof shall not be used as a used car lot, junkyard or for any other dangerous, noxious or offensive purpose or establishment whatsoever. The deed shall contain language to this effect.
13. The Purchaser shall not be permitted to sell or transfer the Premises or transfer ownership of shares or membership interest in the Purchaser until such time as the construction project referenced above has been issued a Certificate of Occupancy.
14. Following Closing, Purchaser shall coordinate with the Tax Assessor and DC Real Property Tax, at Purchaser's sole cost and expense, to merge the Premises with the Adjacent Land so that the Premises and the Adjacent Land are combined into one single tax parcel. In the event that the Premises are not presently on the tax roll and assessed real property taxes, Purchaser agrees to pay its proportionate share of city, county and school taxes at Closing in an amount equal to that which it would have been apportioned if the Premises were on the City's assessment roll. In no event shall the Seller be responsible for the payment of any property taxes.

15. The Seller hereby retains a reversionary interest in the Premises for the purpose of assuring compliance with these Conditions of Sale. This reversionary interest shall be set forth in the Council Resolution approving this sale and in the Deed and shall be binding upon any successor owner of the Premises until such time as all conditions have been satisfied. If these Conditions of Sale are not satisfied within the specified times outlined herein, the Premises shall revert to the Seller, free and clear of any and all claims, encumbrances or other liens as set forth below:

- a. If Purchaser fails to comply with any of the conditions set forth in these Conditions of Sale, the Seller shall provide Purchaser a Notice of Failure to Comply with Terms and Conditions of Sale. Purchaser shall have thirty (30) days after receipt of such Notice to comply.
- b. If Purchaser has failed to correct the condition that is set forth in the Notice by the end of thirty (30) days or as such time as may be extended in writing by the Seller, the City Council and Seller shall at its regularly scheduled meeting, adopt a Resolution declaring Purchaser to be in default.
- c. Seller shall send a certified copy of such Resolution to Purchaser. Purchaser agrees that upon receipt of a certified copy of the Resolution adopted by the City Council declaring Purchaser to be in default of these terms and conditions of sale, Purchaser shall, within ten (10) days, execute a deed conveying the Premises to the Seller at no cost.
- d. In the event Purchaser fails to execute such deed, Seller shall have the right to commence an action in Supreme Court, Dutchess County compelling Purchaser to execute the deed and convey the Premises to the Seller. Purchaser shall be responsible for all legal fees and expenses incurred by the Seller in preparing the Notice, Resolution and costs associated with any litigation.

IV. Condition of Premises

16. As a material part of the consideration to be received by Seller under this agreement as negotiated and agreed to by Purchaser and Seller, Purchaser acknowledges and agrees to accept the Premises in "AS IS" condition at the time of Closing, including, without limitation, any debris and personal property thereon and any hidden defects or environmental conditions affecting the Premises, whether known or unknown whether such defects or conditions were discoverable through inspection or not. Purchaser acknowledges that Seller, its agents and representatives have not made, and Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or, express, oral or written in respect to:

- a. The physical condition or any other aspect of the Premises including the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water

damage, mold or any other matter affecting the stability, integrity or condition of the Premises or improvements.

17. Except as specifically provided for in the Conditions of Sale, Seller makes no representations and gives no warranties as to the environmental conditions of the Premises.
- a. For the purposes of these conditions, "Environmental Laws" means Federal, State and local laws and regulations, common law, orders, and permits governing the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. as amended (CERCLA); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901, et seq.; the Clean Water Act, 33 U.S.C. 1251, et seq.; the Clean Air Act, 42 U.S.C. 7401, et seq.; the Toxic Substance Control Act, 15 U.S.C. 300f through 300j; Et seq. and any amendments thereto together with any other similar laws regulating the environment existing at the time or coming into existence in the future.
 - b. Purchaser acknowledges that it is taking the Premises subject to all environmental conditions existing at the Premises.
 - c. Purchaser agrees to indemnify, defend, and hold Seller harmless from all liability for any claims relating to any contamination, or violations of any Environmental Laws, as defined above regardless of whether relating to conditions existing prior to or following Closing, including reasonable attorneys' fees.

18. The representatives and warranties contained in Paragraphs 16 and 17 shall survive Closing.

V. Miscellaneous Matters

19. Purchaser acknowledges the City is not making any guarantee as to the approval of any land use approvals or permits required for this project and Purchaser is proceeding at its own risk.
20. If, for any reason, marketable title cannot be delivered by the Closing, because of certain defects against the title then held by the Seller, the Seller reserves the right to extend the date of the Closing for a reasonable time, not to exceed ninety (90) days, so that such defects may be removed. In case such defects cannot be removed within a reasonable time, the Purchaser or the Seller shall have the option of canceling this Contract by written notice to the other party and the Escrowee shall return the Downpayment to the Purchaser. After the Escrowee returns the Downpayment, the parties to this Contract shall have no further obligation to one another with respect to this Contract.
21. Downpayment in Escrow: Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at JPMorgan Chase Bank, N.A., 191 Mamaroneck Avenue, White Plains, New York 10601 until Closing or sooner termination of this Contract and shall pay over or apply the Downpayment in accordance with the terms of this Paragraph. Escrowee shall hold the Downpayment in an interest-bearing account for the

benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as hereinafter defined) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such ten (10) day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this Contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in Dutchess County and shall give Notice of such deposit to the parties. Upon such deposit or other disbursement in accordance with the terms of this Paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder. Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

22. If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.
23. Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract or to such other address as the parties may designate by Notice. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail.
24. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.
25. In accordance with NYS Tax Law §1405, Purchaser shall be responsible for paying the New York State real estate transfer tax.
26. As a material part of the consideration to be received by Seller under this agreement as negotiated and agreed to by Purchaser and Seller, Purchaser waives the following:

- a. All rights to file and maintain an action against Seller for specific performance;
- b. Right to record a lis pendens against the Premises or to record an agreement or a memorandum thereof in the real property records;
- c. Right to invoke any other equitable remedy that may be available that if invoked, would prevent Seller from conveying the Premises to a third party purchaser;
- d. Any claims for failure of consideration and/or mistake of fact as such claims relate to the purchase of the Premises or entering into or execution of or Closing under this Contract;
- e. Trial by jury, except as prohibited by law, in any litigation arising from or connected with or related to this Contract;
- f. Any claims or losses Purchaser may incur as a result of construction on, repair to, or treatment of the Premises, or other defects, which may now or hereafter exist with respect to the Premises;
- g. Any claims or losses related to environmental conditions affecting the Premises including, but not limited to, mold, lead paint, fuel oil, allergens, or other toxic substances of any kind;
- h. Any right to void this sale or reduce the price or hold Seller responsible for damages on account of the condition of the Premises, lack of suitability and fitness, apparent, nonapparent or latent, discoverable or nondiscoverable.

27. The Seller reserves the right to extend or modify for good reason any of the conditions listed above.

28. All of the terms, obligations and conditions set forth in Paragraphs 1 through 27 shall survive the Closing.

2.

5102/43/530009v2 6/29/15
-6-



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 10/22/2015
Time Recorded: 11:41 AM

DAVID A SEARS ESQ
ONE CIVIC CENTER PLAZA
STE 302
POUHGKEEPSIE, NY 12601

Document #: 02 2015 6789

Received From: DAVID A SEARS ESQ

Grantor: DMS CONSOLIDATORS LTD
Grantee: DMS CONSOLIDATORS LTD

Recorded In: Deed
Instrument Type:

Tax District: City of Beacon

Examined and Charged As Follows :

Recording Charge: \$325.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 1718

Number of Pages: 6

*** Do Not Detach This Page
*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: Y
TP-584: Y

County Clerk By: cha
Receipt #: 109325
Batch Record: 2038

Bradford Kendall
County Clerk



0220156789

130
C/S
5/6
70
550
5
375

Bargain & Sale Deed

CONSOLIDATION DEED

THIS INDENTURE, made on the 21 day of Oct. 2015

BETWEEN

DMS CONSOLIDATORS LTD., having an address of 108 Village Square, PMB 403, Somers, NY 10589

party of the first part, and

DMS CONSOLIDATORS LTD., having an address of 108 Village Square, PMB 403, Somers, NY 10589

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

PARCEL 1:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the City of Beacon, County of Dutchess and State of New York, more particularly, bounded and described in annexed Schedule A.

BEING the same premises conveyed by Anthony Ruggiero, City Administrator of the City of Beacon, a Municipal Corporation to DMS Consolidators Ltd., dated July 6, 2015 and recorded on July 28, 2015 as Document #: 02-2015-4533, in the Dutchess County Clerk's Office.

PARCEL 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the City of Beacon, County of Dutchess and State of New York, more particularly, bounded and described in annexed Schedule B.

BEING the same premises conveyed by Beacon Ridge Associates, Inc., having an address of Main Street, Beacon, NY 12508 to DMS Consolidators Ltd., having an address of 108 Village Square, PMB 403, Somers, NY 10589, dated April 16, 2015 and recorded on April 28, 2015 as Document #: 02-2015-2498, in the Dutchess County Clerk's Office.

THE PURPOSE OF THIS DEED IS TO CONSOLIDATE THE TWO (2) PROPERTIES, WHICH ARE CONTIGUOUS TO EACH OTHER, INTO ONE TAX PARCEL.

SUBJECT to any state of facts a personal inspection and accurate survey will disclose.

SUBJECT to covenants, conditions, restrictions, reservations, rights-of-way, utility or other easements, agreements or sell-offs in former deed or other instrument of record, if any.

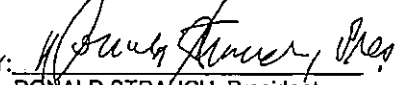
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

In presence of:

DMS CONSOLIDATORS LTD.

BY: 
DONALD STRAUCH, President

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

On *October 21* 2015, before me, the undersigned DONALD STRAUCH, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is 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 acted, executed the instrument(s).


NOTARY PUBLIC

RECORD & RETURN TO:
David A. Sears, Esq.
One Civic Center Plaza, Suite 302
Poughkeepsie NY 12601

DAVID A. SEARS
Notary Public, State of New York
No. 02SE4974158
Qualified in Dutchess County, N.Y.
Commission Expires Nov. 5, 20 14

Schedule A

Gary R. LaTour
NEW YORK STATE LICENSED LAND SURVEYOR
License No. 049457
273 East Main Street
Beacon, New York 12508-3515
Phone/Fax: 845 831-8556
E-Mail: GARYLALS@aol.com

June 1, 2015

DEED DESCRIPTION - CITY OF BEACON TO DMS CONSOLIDATORS, LTD

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

Beginning at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc." and filed in the Dutchess County Clerk's Office on June 7, 1994 as Map # 9899 and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord = North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document #02-2002-1117; thence continuing through the former location of Beekman Street, South 47-03-30 East 38.75 feet to the most northerly corner of said Lot 1; thence along the southerly line of the old Beekman Street, South 70-10-07 West 42.87 feet and South 63-14-27 West 432.00 feet to the point of beginning.

Containing 13,484 square feet or 0.310 acres of land.

Being a portion of Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's.

Reserving to the City of Beacon a drainage easement along the new southerly line of Beekman Street as created above, said easement being more particularly bounded and described as follows:

Beginning at a point in the southerly line of Beekman Street, said point being the most westerly corner of Lot 1 as shown on a map entitled "Final Subdivision Plat Prepared for Beacon Ridge Associates, Inc." and filed in the Dutchess County Clerk's Office on June 7, 1994 as Map # 9899 and the most northerly corner of lands of the Protestant Reformed Dutch Church of Fishkill Landing (Liber 121 page 692), and running from thence through Beekman Street as it existed prior to the Beacon Urban Renewal Project of the late 1970's, along it's newly created southerly line, easterly along a curve to the right having a radius of 450.00 feet for a distance of 195.125 feet (chord =

North 52-48-41 East 193.60 feet), North 65-14-00 East 167.23 feet and North 62-10-00 East 103.60 feet to the most westerly corner of Parcel No. 19 as described in a deed from the People of the State of New York to the City of Beacon by deed dated June 20, 1997 and recorded in the Dutchess County Clerk's Office on February 1, 2002 as Document #02-2002-1117; thence along the northeasterly line of the above described 0.310 acre parcel of land, South 47-03-30 East 8.00 feet to a point; thence running through the above described 0.310 acre parcel of land, South 54-50-00 West 66.38 feet, South 64-50-00 West 245.00 feet and South 54-10-00 West 131.70 feet to a point in the northerly line of Lot 1 on Filed Map #9899; thence along the same, South 63-14-27 West 23.26 feet to the point of beginning.

Containing 6,436 square feet or 0.148 acres of land.



Schedule B

SCHEDULE A

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being designated as Lot No. 1 on a certain map entitled, "Final Subdivision Plat, Beacon Ridge Associates, Inc." dated 12/10/1993, revised 4/25/1994, and filed 6/07/1994 in the Office of the Dutchess County Clerk as Filed Map No. 9899. ✓



DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

PISANELLI & FORMAN
2 CANNON ST.
POUGHKEEPSIE NY 12601

RECORDED: 06/10/94
AT: 15:38:57
COUNTY CLERK: #4218

RECEIVED FROM: TRI COUNTY

GRANTOR: BEACON COMMUNITY DEVELOPMENT AGENCY
GRANTEE: BEACON RIDGE ASSOCIATES INC

RECORDED IN: DEED
INSTRUMENT TYPE: REL

TAX
DISTRICT: CITY OF BEACON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 37.00 NUMBER OF PAGES: 8

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER:

E & A FORM: N

TP-584: N

COPY TO FILE

COUNTY CLERK BY: PAD /
RECEIPT NO: R29442
BATCH RECORD: D00333

WILLIAM L. PAROLI, JR.
County Clerk



GENERAL RELEASE

THIS AGREEMENT made and entered into this 8th day of December 1991 by and between the BEACON COMMUNITY DEVELOPMENT AGENCY, with offices located at 427 Main Street, Beacon, New York, the CITY OF BEACON, with offices at 427 Main Street, Beacon, New York and Beacon Ridge Associates, Inc., with offices at 56 North Avenue, Beacon, New York.

WITNESSETH:

WHEREAS, the Beacon Community Development Agency (hereinafter "BCDA"), is a municipal agency created pursuant to the laws of the State of New York and the United States of America, and

WHEREAS, the City of Beacon (hereinafter "the City"), is a municipal corporation organized under the laws of the State of New York, and

WHEREAS, Beacon Ridge Associates, Inc., (hereinafter "Beacon Ridge") is a corporation organized and existing under the laws of the State of New York, and

WHEREAS, the City intends to purchase a portion of a parcel of land now owned by Beacon Ridge, in order to provide for municipal services on said parcel, and

WHEREAS, Beacon Ridge, intends to sell the property described in Schedule "A" annexed hereto to the City for \$132,500.00 in conjunction with the City's plan to provide municipal services on said parcel, and

WHEREAS, Beacon Ridge purchased the aforesaid property from BCDA subject to certain obligations, requirements,

QUARTARARO & QUARTARARO
ATTORNEYS AT LAW
9 CANNON STREET
POUGHKEEPSIE, NEW YORK

conditions, restrictions, contingencies and rights of reverter

conditions, restrictions, contingencies and rights of reverter contained in a Special Warranty Deed and a Standard Form of Contract for Sale of Land for Private redevelopment which deed and contract are recorded respectively in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and Liber 1747 of Deeds at Page 8.

IT IS HEREBY AGREED by and between the respective parties hereto, that BCDA, in consideration of the sale of the property described in Schedule "A" by Beacon Ridge to the City for the provision of municipal services releases and forever discharges Beacon Ridge, from any and all obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Special Warranty Deed recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and in the Standard Form of Contract for Sale of Land for Private Redevelopment recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 8 with respect to the property described in Schedule A annexed hereto and,

IT IS FURTHER AGREED by and between the respective parties hereto that BCDA releases and forever discharges the City from any and all obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Special Warranty Deed recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and in the Standard Form of Contract for Sale of Land for Private Redevelopment recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 8 with respect to the property described in Schedule "A" annexed hereto.

QUARINARO & QUARINARO
ATTORNEYS AT LAW
9 CANTON STREET
POUGHKEEPSIE, NEW YORK

IT IS FURTHER AGREED by and between the respective parties

IT IS FURTHER AGREED by and between the respective parties hereto that the obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Special Warranty Deed and Standard Form of Contract for Sale of Land for Private Redevelopment recorded respectively in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and Liber 1747 of Deeds at Page 8 will remain in full force and effect for the balance of the parcel owned by Beacon Ridge Associates its successors and/or assigns, that is not subject to the conveyance described in the Contract of Sale to the City of Beacon dated December 8, 1993. (This parcel, which constitutes approximately 2.00 acres, is described in Exhibit "B" attached hereto).

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the date and year first above written.

BEACON COMMUNITY DEVELOPMENT AGENCY

By: James Mc Dowell
JAMES MC DOWELL, Chairman

THE CITY OF BEACON

By: Clara Lou Gould
CLARA LOU GOULD, Mayor

BEACON RIDGE ASSOCIATES, INC.

By: Ronald J. Viccone
RONALD J. VICCONE, President

OSCARZFRABO & QUANTZFRABO
ATTORNEYS AT LAW
9 CANNON STREET
POUGHKEEPSIE, NEW YORK

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

On this 8th day of December, 1993, before me personally came James McDowell, to me personally known, who, being by me duly sworn, did depose and say that he resides in Beacon, New York, that he is the Chairman of Beacon Community Development Agency, that he is the Chairman of Beacon Community Development Agency, the corporation described in, and which executed the above instrument; and that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Peter M. Forman
NOTARY PUBLIC

PETER M. FORMAN
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires June 23, 1997



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

On this 8th day of December, 1993, before me personally came Clara Lou Gould, to me personally known, she, being by me duly sworn, did depose and say that she resides in Beacon, New York, that she is the Mayor of the City of Beacon, the municipal corporation described in, and which executed the above instrument; and that she knows the seal of the said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the City Council of said corporation; and that she signed her name thereto by like order.

Peter M. Forman
NOTARY PUBLIC

PETER M. FORMAN
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires June 23, 1997



QUANTARAJO & QUANTARAJO
ATTORNEYS AT LAW
8 CARSON STREET
POORNEEPSIE, NEW YORK

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

On this 8th day of December, 1993, before me, the subscriber, personally appeared Ronald J. Piccone, to me personally known, who, being by me duly sworn, did depose and say that he resides in Beacon, New York, that he is the President of Beacon Ridge Associates, Inc., the corporation described in, and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Peter M. Forman
NOTARY PUBLIC

PETER M. FORMAN
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires June 23, 1994



QUARTARARO & QUARTARARO
ATTORNEYS AT LAW
9 CANNON STREET
POUGHKEEPSIE, NEW YORK

Description of

A PORTION OF PARCEL W
TO BE ACQUIRED FROM
BEACON RIDGE ASSOCIATES
BY THE CITY OF BEACON

BEACON, NEW YORK

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

BEGINNING at a point on the easterly line of Beekman Street where the division line between Lot 1 and Lot 2 as shown and delineated on a certain map entitled "SUBDIVISION PLAT OF PARCEL 'W' Prepared for Beacon Ridge Associates" filed in the Dutchess County Clerk's Office as map number 98/4 intersects said road line; thence southeasterly along the aforementioned division line S 51°06'20" E 251.38 feet to a point on the westerly line of Ferry Street (also known as Route 9-D/Beacon Arterial); thence in a generally southerly direction along the westerly line of Ferry Street as follows:

	S 32°12'17" W	49.47 feet
	S 38°47'47" W	91.37 feet
	S 27°32'47" W	134.92 feet
	S 47°42'33" E	37.00 feet
and	S 42°17'27" W	221.65 feet

to a point; thence northwesterly along lands now or formerly Dutch Reformed Church N 50°07'23" W 198.84 feet to a point; thence in a generally northerly direction through lands of Beacon Ridge Associates N 41°16'37" E 235.87 feet and N 35°00'00" W 135.06 feet to a point on the easterly line of Beekman Street; thence in a north-easterly direction along the easterly line of Beekman Street as follows:

	N 55°48'37" E	36.27 feet
	N 31°44'52" E	132.81 feet
and	N 64°11'41" E	5.95 feet

to the point or place of beginning.

Containing 2.56 acres more or less.

Subject to any easements and/or right of ways that an accurate up to date abstract of title may show.

File 1415
Dennis E. Walden
Land Surveyor
P. O. Box 809
7-11 Beekman Street
Beacon, New York 12508
(914) 831-8196

Exhibit "A"

Description of

A PORTION OF LOT 1 TO BE RETAINED
BY BEACON RIDGE ASSOCIATES
"SUBDIVISION PLAT OF PARCEL W
PREPARED FOR BEACON RIDGE ASSOCIATES"

BEACON, NEW YORK

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

BEGINNING at a point on the easterly line of Beekman Street where the division
line between Lot 1 on the north and lands now or formerly Dutch Reformed Church
as shown and delineated on a certain map entitled "Subdivision Plat of Parcel W,
Prepared for Beacon Ridge Associates and filed in the Dutchess County Clerk's
Office as map number 9814; thence northeasterly along the easterly line of
Beekman Street N 63°14'27" E 432.00 feet and N 70°10'07" E 42.87 feet to a point;
thence in a generally southerly direction through Lot 1 on the aforementioned
filed map S 35°00'00" E 135.06 feet and S 41°16'37" W 235.87 feet to a point;
thence in a generally westerly direction along lands now or formerly Dutch Reformed
Church S 41°16'37" W 108.64 feet and N 59°50'43" W 319.50 feet to the point or
place of beginning.

Containing 1.99 acres more or less.

Subject to any easements and/or right of ways that an accurate up to date abstract
of title may show.

File 1415

Dennis E. Walden
Land Surveyor
P. O. Box 809
7-11 Beekman Street
Beacon, New York 12508

RTR:

Pisanelli & Forman
2 Cannon St
P.O. NY 12601



DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

PISANELLI & FORMAN
2 CANNON STREET
POUGHKEEPSIE NY 12601

RECORDED: 12/14/93
AT: 10:56:31
COUNTY CLERK: #8315

0.0125 1.0000

RECEIVED FROM: ~~PRE-COUNTY~~ PATRIOT ABSTRACT

GRANTOR: BEACON COMMUNITY DEVELOPMENT AGENCY
GRANTEE: BEACON RIDGE ASSOCIATES INC

RECORDED IN: DEED TAX
INSTRUMENT TYPE: REL DISTRICT: CITY OF BEACON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 19.50 NUMBER OF PAGES: 9
TRANSFER TAX AMOUNT:
TRANSFER TAX NUMBER:
E & A FORM: N
TP-584: N

COUNTY CLERK BY: VLD / RE
RECEIPT NO: R62045
BATCH RECORD: D00118

WILLIAM L. PAROLI, JR.
County Clerk



GENERAL RELEASE

7700 5492
1/12/10

THIS AGREEMENT made and entered into this 8th day of December 1993 by and between the BEACON COMMUNITY DEVELOPMENT AGENCY, with offices located at 427 Main Street, Beacon, New York, the CITY OF BEACON, with offices at 427 Main Street, Beacon, New York and Beacon Ridge Associates, Inc., with offices at 56 North Avenue, Beacon, New York.

WITNESSETH:

WHEREAS, the Beacon Community Development Agency (hereinafter "BCDA"), is a municipal agency created pursuant to the laws of the State of New York and the United States of America, and

WHEREAS, the City of Beacon (hereinafter "the City"), is a municipal corporation organized under the laws of the State of New York, and

WHEREAS, Beacon Ridge Associates, Inc., (hereinafter "Beacon Ridge") is a corporation organized and existing under the laws of the State of New York, and

WHEREAS, the City intends to purchase a portion of a parcel of land now owned by Beacon Ridge, in order to construct a Police/Court Facility on said parcel, and

WHEREAS, Beacon Ridge, intends to sell the property described in Schedule "A" annexed hereto to the City for \$102,500.00 in conjunction with the City's plan to construct a Police/Court Facility on said parcel, and

WHEREAS, Beacon Ridge, purchased the aforesaid property from BCDA subject to certain obligations, requirements,

QUINIBARRO & QUARTARARO
ATTORNEYS AT LAW
9 CANNON STREET
ROCKY HILL, NEW YORK

conditions, restrictions, contingencies and rights of reverter contained in a Special Warranty Deed and a Standard Form of Contract for Sale of Land for Private redevelopment which deed and contract are recorded respectively in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and Liber 1747 of Deeds at Page 8.

IT IS HEREBY AGREED by and between the respective parties hereto, that BCDA, in consideration of the sale of the property described in Schedule "A" by Beacon Ridge to the City for the construction of a Police/Court facility releases and forever discharges Beacon Ridge, from any and all obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Special Warranty Deed recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and in the Standard Form of Contract for Sale of Land for Private Redevelopment recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 8 with respect to the property described in Schedule A annexed hereto and,

IT IS FURTHER AGREED by and between the respective parties hereto that BCDA releases and forever discharges the City from any and all obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Special Warranty Deed recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and in the Standard Form of Contract for Sale of Land for Private Redevelopment recorded in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 8 with respect to the property described in Schedule "A" annexed hereto provided the City uses

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3 CARRON STREET
POUGHKEEPSIE, NEW YORK

order Doc #: 0219938315 Printed Page 3 of 9

said property for construction of a Police/Court facility.

said property for construction of a Police/Court facility.

IT IS FURTHER AGREED by and between the respective parties hereto that the obligations, requirements, conditions, restrictions, contingencies and rights of reverter contained in the Special Warranty Deed and Standard Form of Contract for Sale of Land for Private Redevelopment recorded respectively in the Dutchess County Clerk's Office in Liber 1747 of Deeds at Page 1 and Liber 1747 of Deeds at Page 8 will remain in full force and effect for the balance of the parcel owned by Beacon Ridge Associates its successors and/or assigns, that is not subject to the conveyance described in the Contract of Sale to the City of Beacon dated March 4, 1993. (This parcel, which constitutes approximately 4.55 acres, is described in Exhibit "B" attached hereto).

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the date and year first above written.

QUADRIANO & QUADRIANO
ATTORNEYS AT LAW
9 CARRON STREET
POUGHKEEPSIE, NEW YORK

SEAL

BEACON COMMUNITY DEVELOPMENT AGENCY

By: James McDowell
JAMES MC DOWELL, Chairman

THE CITY OF BEACON

By: Clara Lou Gould
CLARA LOU GOULD, Mayor

BEACON RIDGE ASSOCIATES, INC.

By: Ronald J. Piccone
RONALD J. PICCONE, President

QUARTARARO & QUARTARARO
ATTORNEYS AT LAW
3 CANON STREET
POUGHKEEPSIE, NEW YORK

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

On this 8th day of December, 1993, before me personally came James McDowell, to me personally known, who, being by me duly sworn, did depose and say that he resides in Beacon, New York, that he is the Chairman of Beacon Community Development Agency, that he is the Chairman of Beacon Community Development Agency, the corporation described in, and which executed the above instrument; and that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Peter M. Forman
NOTARY PUBLIC

PETER M. FORMAN
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires June 23, 1997

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

On this 8th day of December, 1993, before me personally came Clara Lou Gould, to me personally known, she, being by me duly sworn, did depose and say that she resides in Beacon, New York, that she is the Mayor of the City of Beacon, the municipal corporation described in, and which executed the above instrument; and that she knows the seal of the said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the City Council of said corporation; and that she signed her name thereto by like order.

Peter M. Forman
NOTARY PUBLIC

PETER M. FORMAN
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires June 23, 1997

QUANTZBERG & QUANTZBERG
ATTORNEYS AT LAW
9 CANNON STREET
ROCHESTER, NEW YORK

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

On this 8th day of December, 1993, before me, the subscriber, personally appeared Ronald J. Piccone, to me personally known, who, being by me duly sworn, did depose and say that he resides in Beacon, New York, that he is the President of Beacon Ridge Associates, Inc., the corporation described in, and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Peter M. Forman
NOTARY PUBLIC

PETER M. FORMAN
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires June 23, 1994

DI = DUTCHESS COUNTY

QUARTARARO & QUASPARANO
ATTORNEYS AT LAW
4 CANNON STREET
POUGHKEEPSIE, NEW YORK

R+R
Pisanelli & Forman
2 Cannon St
POK, N.Y. 12601

CLERK'S NOTE-VARIATION IN TYPE OR
OTHER MATERIAL, SAME AS IN...

Description of

A Portion of PARCEL '17'
to be Acquired by
The City of Beacon
BEACON, NEW YORK

CLERK'S NOTE-
OTHER MATERIAL

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

BEGINNING at a point formed by the intersection of the southeasterly line of Beekman
Street with the southwesterly line of North Avenue (also known as Route 9-D/Beacon
Arterial); thence southerly along the westerly line of North Avenue and Ferry Street
(also known as Route 9-D/Beacon Arterial) as follows:

S 09°25'13" E	123.76 feet
S 17°44'47" W	153.28 feet
S 24°20'07" W	51.26 feet
S 34°09'37" W	60.08 feet
S 34°36'57" W	45.83 feet
S 38°21'02" W	56.07 feet
and S 32°12'17" W	55.95 feet

to a point; thence northwesterly through Parcel W N51°06'20" W 251.38 feet to a
point on the southeasterly line of Beekman Street; thence in a generally northerly
direction along the southeasterly line of Beekman Street and lands now or formerly
Central Hudson Gas and Electric Corporation N 64°11'41" E
166.72 feet and N 00°53'37" W 61.97 feet to a point; thence northeasterly along the
southeasterly line of Beekman Street as follows:

N 47°16'21" E	115.91 feet
N 47°39'37" E	89.99 feet
N 47°44'47" E	89.89 feet
and N 63°04'57" E	60.90 feet

to the point or place of beginning.

Containing 2.000 Acres more or less.

Subject to any easements and/or right of ways that an accurate, up to date abstract
of title may show.

October 30, 1992
File 1415-P.F.
Dennis E. Walden
Land Surveyor
P. O. Box 809
7-11 Beekman Street
Beacon, New York 12508
(914) 831-8196

EXHIBIT "A"

Description of

LOT 1

"Subdivision Plat of Parcel 'W'
Prepared for Beacon Ridge Associates"
(F. M. 9814)

BEACON, NEW YORK

All that certain lot, piece or parcel of land situate in the City of Beacon,
County of Dutchess and State of New York being known as Lot 1 as shown and
delineated on a certain map entitled "SUBDIVISION PLAT OF PARCEL 'W' PREPARED
FOR BEACON RIDGE ASSOCIATES" filed in the Dutchess County Clerk's Office as
map number 9814 and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly line of Beekman Street where the division
line between Lot 1 and Lot 2 intersect said road line as shown on the afore-
mentioned filed map; thence southeasterly along said division line S 51°06'20" E
251.38 feet to a point on the westerly line of Park Avenue (also known as Route
9-D Arterial); thence in generally southerly direction along the westerly line
of Park Avenue (also known as Route 9-D Arterial) as follows:

	S 32°12'17" W	49.47 feet
	S 38°47'47" W	91.37 feet
	S 27°32'47" W	134.92 feet
	S 47°42'33" E	37.00 feet
and	S 42°17'27" W	221.65 feet

to a point; thence in a generally westerly direction along lands now or formerly
Dutch Reformed Church as follows:

	N 50°07'23" W	198.84 feet
	S 41°16'37" W	108.64 feet
and	N 59°50'43" W	319.50 feet

to a point on the easterly line of Beekman Street; thence in a northeasterly
direction along the easterly line of Beekman Street as follows:

	N 63°14'27" E	432.00 feet
	N 70°10'07" E	42.87 feet
	N 55°48'37" E	96.27 feet
	N 31°44'52" E	132.81 feet
and	N 64°11'41" E	5.95 feet

to the point or place of beginning.

Containing 4.55 acres more or less.

Subject to any easements and/or right of ways that an accurate up to date abstract
of title may show.

File 1415
Dennis E. Walden
Land Surveyor
P. O. Box 809, 7-11 Beekman Street
Beacon, New York 12508 (914) 331-3195

100-91283-364-101
CLERK'S

City of Beacon Workshop Agenda
1/9/2017

Title:

Matters Pertaining to Personnel

Subject:

Background:

City of Beacon Workshop Agenda
1/9/2017

Title:

Matters Pertaining to Collective Bargaining

Subject:

Background: