

Original Owner _____
Original Tenant _____
Airspace Occupant X
Subsequent Occupant _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PERMIT FOR USE OF STATE-OWNED PROPERTY**

P.I.N.: _____ INVENTORY NO. _____ Permit Account No.: **90608**

Property Location: **3 Sites in Southern Right of Way of Route 17 East along Stage Road, Vestal, NY (See attached map)**

Project: **Tioga Co Line to Johnson City- Rte 17, Southern Tier Expressway**

Map No.(s): **221/254** Parcel No.(s): **257/293** County: **Broome**

City/Village: **Vestal**

THIS PERMIT, made this ____ day of _____, 20__ between

**New York State Department of Environmental Conservation Division of Environmental Remediation
Remedial Bureau E, Section D, 625 Broadway, Albany, NY 12233-7013**

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

WITNESSETH:

WHEREAS the State is the owner of the above identified property, hereinafter referred to as "property" or "premises"; and

WHEREAS the Permittee wishes to use and occupy said property;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. The property covered by this permit shall be used only for the purpose of: **Access to three locations (see attached map) along ROW for Route 17 East in the Town of Vestal for the monitoring of groundwater wells.**

2. The fee to be charged shall be: **\$0** per **month** beginning **September 1, 2013**

3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, New York 12232

4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Section 18 of State Finance Law.

5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the Permittee wishes to remain in occupancy. Failure to execute a new permit will require Permittee to immediately vacate the premises.

16. This permit shall be renewed automatically for successive terms of one month each unless canceled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.

17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.

18. It is understood and agreed by and between the parties that the Permittee will () will not (X) be entitled to any relocation benefits provided under State and Federal law.

19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.

20. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Permittee will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. Neither shall the Permittee discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

21. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in Item 1 of this permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall construct such improvements and maintain and operate such facilities and services such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures; and further as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

22. Permittee hereby agrees to indemnify and save harmless the State from any claim or loss including legal expenses by reason of the use or misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by Permittee, its employees, agents or invitees.

23. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.

24. This permit shall not be effective unless accepted and approved in writing by the State.

25. Additional provisions to permit: See Page 5

ACCEPTANCE:

In consideration of the granting of the permit, the undersigned accepts all of the above terms, conditions and provisions.

Soc. Sec. No. _____

Signed *[Signature]* _____

Fed. I.D. No. 146013200

Robert W. Sobek
(please print name)

STATE OF NEW YORK)

COUNTY OF ALBANY) SS:

On the 13th day of September in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert W. Schick, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

[Signature]
(Notary Public)

RECOMMENDED: _____ Date _____
Regional Real Estate Officer

ACCEPTED and APPROVED: Commissioner of Transportation for the People of The State of New York

By _____ Date _____
Director, Office of Right of Way

25. ADDITIONAL PROVISIONS TO PERMIT:

- 1) A Highway Work Permit is required prior to any work beginning in the New York State Right of Way.

Proposed Monitoring Well Locations (Route 17 East)
 Vestal Well 1-1A Site
 NYSDEC Site 704009A
 Vestal, New York

