

DUTCHESS COUNTY CLERK RECORDING PAGE

APR 16 2004

RECORD & RETURN TO:

STEPHEN J WING, ESQ  
CITY OF POK LAW DEPT  
PO BOX 300  
POUGHKEEPSIE NY 12602

RECORDED: 03/08/2004

AT: 09:27:07

DOCUMENT #: 02 2004 3572

RECEIVED FROM: STEWART TITLE INSURANCE

GRANTOR: POUGHKEEPSIE CITY  
GRANTEE: POUGHKEEPSIE CITY INDUSTRIAL

RECORDED IN: DEED  
INSTRUMENT TYPE:

TAX  
DISTRICT: CITY OF POK

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: 109.00

NUMBER OF PAGES: 10

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER: #006620

E & A FORM: Y

TP-584: Y

\*\*\* DO NOT DETACH THIS  
\*\*\* PAGE  
\*\*\* THIS IS NOT A BILL

COUNTY CLERK BY: FRS /  
RECEIPT NO: R22043  
BATCH RECORD: D00017

*Colette M. Lafuente*

COLETTE M. LAFUENTE  
County Clerk



0 3 2 0 0 4 3 5 7 2



10/24/05  
Nancy -  
Chris M. asked about the  
restrictive covenant on the 400  
Block project. It is attached to this  
deed. Please provide it to him.  
Thanks!  
Steve W.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made on February 6, 2004

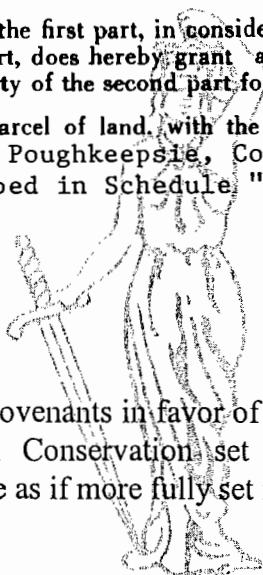
BETWEEN CITY OF POUGHKEEPSIE, a municipal corporation of the State of New York, having its offices at Municipal Building, 62 Civic Center Plaza, PO Box 300, Poughkeepsie, NY 12602

party of the first part, and CITY OF POUGHKEEPSIE INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its offices at Municipal Building, 62 Civic Center Plaza, PO Box 300, Poughkeepsie, NY 12602

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,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Poughkeepsie, County of Dutchess, and State of New York, more specifically described in Schedule "A" annexed hereto and made a part hereof.



SUBJECT TO the restrictive covenants in favor of the State of New York and the New York State Department of Environmental Conservation set forth in Schedule "B" annexed hereto and incorporated herein by reference as if more fully set forth.

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:

By:

CITY OF POUGHKEEPSIE

NANCY J. COZZAN, MAYOR

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of New York, County of Dutchess ss.:

On February , 2004 before me, the undersigned, personally appeared NANCY J. COZEAN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

(signature and office of individual taking acknowledgment)  
Notary Public

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of Commission Expires County of ss.:

On before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

Bargain and Sale Deed  
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No.

CITY OF POUGHKEEPSIE

TO

CITY OF POUGHKEEPSIE  
INDUSTRIAL DEVELOPMENT AGENCY

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of } ss.:  
County of }

On before me, the undersigned, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

( ☐ if taken outside New York State insert city or political subdivision and state or country or other place acknowledgment taken And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

RETURN BY MAIL TO:

CITY OF POUGHKEEPSIE INDUSTRIAL  
DEVELOPMENT AGENCY  
c/o CITY OF POUGHKEEPSIE LAW DEPARTMENT  
STEPHEN J. WING, ESQ.  
PO BOX 300 Zip No. 12602  
POUGHKEEPSIE, NY

Reserve this space for use of Recording Office.

# Stewart Title Insurance Company

Title No: T11287

Policy No.: O-8831-Pro Forma

## Schedule A Description

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Poughkeepsie, County of Dutchess and State of New York, and being described as follows:

Beginning at a point, said point being at the intersection of the northerly line of Main Street with the westerly line of Little Smith Street; thence leaving said point of intersection and running along the northerly line of Main Street the following courses and distances: North 83° 39' 52" West 19.95 feet, North 83° 49' 00" West 33.80 feet, North 84° 05' 00" West 35.72 feet, North 83° 59' 28" West 88.12 feet, North 85° 10' 40" West 51.59 feet, North 83° 50' 00" West 46.38 feet and North 78° 12' 50" West 62.49 feet to the southeasterly corner of other lands of the City of Poughkeepsie; thence leaving said northerly line of Main Street and running along the easterly line of other lands of the City of Poughkeepsie the following courses and distances: North 06° 56' 40" East 71.33 feet, South 83° 03' 20" East 3.68 feet, North 13° 37' 33" East 43.29 feet and North 76° 00' 02" West 40.40 feet to a point being at the northwesterly corner of other lands of the City of Poughkeepsie, said point also being on the easterly line of lands now or formerly Auffarth; thence leaving said northwesterly corner and running along the easterly line of said Auffarth, North 13° 23' 40" East 9.50 feet to a point being at the northeasterly corner of said Auffarth; thence leaving said northeasterly corner and running along the northerly line of said Auffarth and the northerly line of lands now or formerly 407 Main Street, Inc., Liber 1012, Page 214, North 76° 03' 20" West 62.97 feet to a point being at the northwesterly corner of said lands of 407 Main Street, Inc., said point also being at the northeasterly corner of lands now or formerly Behrends, Document 2 1999, Page 11999; thence leaving said common corner and running along the northerly line of said Behrends, North 74° 04' 50" West 46.06 feet to a point being at the northwesterly corner of said Behrends, said point also being on the easterly line of North Hamilton Street; thence leaving said northwesterly corner and running along the easterly line of North Hamilton Street, North 21° 34' 40" East 14.56 feet to a point being at the southwesterly corner of lands now or formerly Zivica, Liber 1988, Page 219; thence leaving said easterly street line of said southwesterly corner and running along the southerly and easterly line of said Zivica the following courses and distances: South 74° 01' 00" East 101.50 feet, North 89° 44' 00" East 16.50 feet and North 23° 07' 48" East 40.00 feet to a point being at the northeasterly corner of said Zivica, said point also being on the southerly line of lands now or formerly Dean, Liber 1510, Page 294; thence leaving said northeasterly corner and running along the southerly line of said Dean, South 68° 55' 20" East 4.51 feet to a point being at the southeasterly corner of said Dean; thence leaving southeasterly corner and running along the easterly line of said Dean, North 22° 10' 00" East 30.00 feet to a point being at the northeasterly corner of said Dean, said point also being at the southeasterly corner of lands now or formerly Blake, Liber 1716, Page 373; thence leaving said common corner and running along the easterly

line of said Blake, North 21° 29' 00" East 2.50 feet, said point being at the southwesterly corner of lands now or formerly R & P Realty Partners, Document 2 2001, Page 8727; thence leaving the easterly line of Blake and said southwesterly corner and running along the southerly and easterly line of said R & P Realty Partners, South 60° 51' 40" East 21.11 feet and North 47° 39' 40" East 166.00 feet to a point being at the northeasterly corner of said R & P Realty Partners, said point also being on the southerly line of Mill Street (Westbound Arterial Highway); thence leaving said northeasterly corner and running along the southerly line of said Mill Street, South 42° 13' 20" East 100.25 feet to a point being at the northwesterly corner of lands now or formerly McClean, Liber 1979, Page 676; thence leaving the southerly line of Mill Street and said northwesterly corner and running along the westerly and southerly line of said McClean, South 47° 42' 10" West 90.30 feet and South 49° 17' 00" East 88.31 feet to a point being at the southeasterly corner of said McClean, said point also being on the westerly line of lands now or formerly J & L Radiator, Inc. Doc 2 2001, Page 382; thence leaving said southeasterly corner and running along the westerly line of said J & L Radiator, Inc. the following courses and distances: South 44° 39' 10" West 16.27 feet, North 49° 07' 00" West 15.09 feet, South 06° 41' 00" West 26.31 feet and South 05° 11' 00" West 25.50 feet to a point being at the southwesterly corner of the aforementioned J & L Radiator, Inc.; thence leaving said southwesterly corner and running along the southerly line of the aforementioned J & L Radiator, Inc., the following courses and distances: South 73° 29' 00" East 56.88 feet, North 15° 56' 00" East 35.60 feet, South 76° 40' 10" East 31.39 feet, South 34° 32' 55" West 2.16 feet, South 36° 35' 30" East 22.58 feet, South 41° 22' 30" West 6.25 feet, South 48° 37' 30" East 16.63 feet, South 55° 37' 30" East 11.82 feet and South 55° 37' 30" East 31.03 feet to a point being at the southeasterly corner of said J & L Radiator, Inc., said point also being on the westerly line of the aforementioned Little Smith Street; thence leaving said southeasterly corner and running along the westerly line of said street, South 25° 32' 36" West 64.01 feet to the point of beginning.

TOGETHER with an access easement for ingress and egress, said easement more particularly described as follows:

Beginning at a point, said point being distance: North 25° 32' 36" East 64.01 feet from the intersection of the northerly line of Main Street with the easterly line of Little Smith Street; said point of beginning being on the westerly line of Little Smith Street and said point being at the southeasterly corner of lands now or formerly J&L Radiator, Inc., Document No. 02-2001-382; thence leaving said southeasterly corner and said westerly street line and running along the southerly line of said J&L Radiator, Inc., the following courses and distances: North 55° 37' 30" West 31.03 feet, North 55° 37' 30" West 11.82 feet, North 48° 37' 30" West 16.63 feet, North 41° 22' 30" East 6.25 feet, North 36° 35' 30" West 22.58 feet, and North 34° 32' 55" East 2.16 feet; thence leaving the aforementioned southerly line and running through said lands of J&L Radiator, Inc., South 43° 06' 09" East 81.88 feet to the point of beginning.

TOGETHER with an access/maintenance easement over the adjoining premises known as 413-415 Main Street, said easement more particularly described as follows:

BEGINNING at a point, said point being at the southwesterly corner of the parcel conveyed herein and the southeasterly corner of 413-415 Main Street, said point also being on the northerly line of Main Street; thence leaving said common corner and running along the northerly line of said Main Street, North 78° 12' 50" West 4.65 feet and North 77° 11' 20" West 3.38 feet; thence leaving said northerly line of Main Street and running through 413-415 Main Street, North 06° 56' 40" East 78.59 feet and South 83° 03' 20" East 12.61 feet to a point being on the easterly line of 413-415 Main Street and the westerly line of the herein conveyed parcel; thence running along said common line the following courses and distances: South 13° 37' 33" West 8.05 feet, North 83° 03' 20" West 3.68 feet, and South 06° 56' 40" West 71.33 feet to the point of beginning.

ALSO TOGETHER WITH an easement over adjoining premises known as 413-415 Main Street for pedestrian access between Main Street and a dumpster located on the first described parcel conveyed herein, and for access by a garbage disposal vehicle from the parcel conveyed herein to the abovementioned dumpster.

SUBJECT to an easement for ingress and egress, said easement more particularly described as follows:

Beginning at a point, said point being at the southwesterly corner of lands now or formerly Zivica, Liber 1988, Page 219, said point also being on the easterly line of North Hamilton Street; thence leaving said southwesterly corner and running along the southerly line of said Zivica, South 74° 01' 00" East 101.50 feet; thence leaving said southerly line of Zivica and running through the above described parcel the following courses and distances: South 75° 50' 48" East 111.63 feet, South 13° 56' 40" West 12.00 feet and North 76° 03' 20" West 106.00 feet to a point being at the northeasterly corner of lands now or formerly Auffarth; thence leaving said northeasterly corner and running along the northerly line of said Auffarth and the northerly line of lands now or formerly 407 Main Street, Inc., Liber 1012, Page 214, North 76° 03' 20" West 62.97 feet to a point being at the northwesterly corner of said 407 Main Street Inc., said point also being at the northeasterly corner of lands now or formerly Behrends, Document 02-1999-11999; thence leaving said common corner and running along the northerly line of said Behrends, North 74° 04' 50" West 46.06 feet to a point being at the northwesterly corner of said Behrends, said point also being on the easterly line of the aforementioned North Hamilton Street; thence leaving said northwesterly corner and running along the easterly line of said street, North 21° 34' 40" East 14.56 feet to the point of beginning.

ALSO SUBJECT to an easement for ingress and egress for #413-#415 Main Street, said easement more particularly described as follows:

Beginning at a point, said point being at the southwesterly corner of lands now or formerly Zivica, Liber 1988, Page 219, said point also being on the easterly line of North Hamilton Street; thence leaving said southwesterly corner and running along the southerly line of said Zivica, South 74° 01' 00" East 101.50 feet to a point being on the westerly line of lands now

or formerly the City of Poughkeepsie; thence leaving said southerly line of Zivica and the westerly line of the City of Poughkeepsie and running through the City of Poughkeepsie lands, South 75° 50' 48" East 46.01 feet and South 13° 37' 33" West 21.78 feet to a point being at the northeasterly corner of the above described parcel; thence leaving said northeasterly corner and running along the northerly line of the above described parcel, North 76° 00' 02" West 40.40 feet to the northwesterly corner of said parcel, said point also being on the easterly line of lands now or formerly Auffarth; thence leaving said northwesterly corner and running along the easterly line of said Auffarth, North 13° 23' 40" East 9.50 feet to a point being at the northeasterly corner of said Auffarth; thence leaving said northeasterly corner and running along the northerly line of said Auffarth and the northerly line of lands now or formerly 407 Main Street Inc., Liber 1012, Page 214, North 76° 03' 20" West 62.97 feet to a point being at the northwesterly corner of said 407 Main Street Inc., said point also being at the northeasterly corner of lands now or formerly Behrends, Document No. 02-1999-11999; thence leaving said common corner and running along the northerly line of said Behrends, North 74° 04' 50" West 46.06 feet to the northwesterly corner of said Behrends, said point also being on the easterly line of the aforementioned North Hamilton Street; thence leaving said northwesterly corner and running along the easterly line of said street, North 21° 34' 40" East 14.56 feet to the point of beginning.

## SCHEDULE "B"

### Restrictive Covenants in Favor of the State of New York and New York State Department of Environmental Conservation

The real property conveyed herein by this deed has been investigated in accordance with the terms and conditions of the "Environmental Restoration Program" established under the 1996 Clean Water/Clean Air Bond Act, as set forth in title 5 of article 56 of the New York State Environmental Conservation Law ("ECL") and its accompanying regulations, and is subject to the terms and conditions set forth in such laws and regulations. This real property, which is described in metes and bounds in the Schedule "A" annexed to this Deed, along with a survey map prepared by Paggi, Martin & Del Bene, LLP dated January 24, 2004 which is annexed hereto and made a part of this Schedule "B" as Exhibit "A", is further subject to the terms and conditions of the State Assistance Contract (SAC) entered into by the City of Poughkeepsie ("Municipality") and the New York State Department of Environmental Conservation ("NYSDEC"): a remediation State Assistance Contract ("SAC") No.C301684, and any amendments thereto.

Additionally, the real property is subject to the terms and conditions of a Record of Decision (ROD) relating to the investigation of the real property, as prepared by NYSDEC dated March 21, 2000. The SAC, any amendments thereto and the ROD are on file in the central office of the NYSDEC.

The Grantor agrees to the following conditions with respect to the use of the real property described herein:

(a) the property may be used for the following uses as long as the engineering controls mandated below are monitored and maintained: multi-unit residential housing, offices, retail uses, restaurants, resident community facilities contained within buildings, private or public indoor recreation facilities for residents, green space and parking, without prior written approval by NYSDEC;

(b) the Municipality and successors in title shall implement the following engineering controls over the property:

(i). Any soil on the property must be covered by either a barrier layer such as concrete, asphalt or structures approved by NYSDEC; or a demarcation layer together with clean soil that is at a minimum two feet in depth; and, this barrier layer or demarcation layer together with two feet of clean soil must be monitored and permanently maintained except as otherwise provided herein;

(ii) Any proposed soil excavation on the property below the barrier layer or demarcation layer together with two feet of clean soil layer requires prior notification and prior approval by NYSDEC in accordance with ECL 56-0511, and the excavated soil must be



managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives in effect at the time of the excavation;

(iii) property owners shall annually certify to the NYSDEC that the remedy continues to be monitored and maintained.

The Grantor hereby declares that the real property described herein and being conveyed by this instrument shall be held, sold and conveyed subject to each and every term, covenant, condition and restriction set forth in the afore-mentioned law, regulations, contracts, and ROD. All such terms, covenants, conditions, and restrictions shall constitute covenants that shall run with the land and shall be binding on all parties including heirs, successors, and assigns having any right, title or interest in this real property, or any part thereof, and may not be released or modified without the prior written approval of the NYSDEC. The Grantor further declares that any use or occupancy of the real property conveyed herein by this deed is limited to the uses identified above in paragraph (a). Any "change in use" which includes, but is not limited to, construction on or conveyance of the real property, is defined in ECL 56-0511 (3)(i), and is subject to the requirements set forth in section 56-0511 of the ECL, which requirements minimally include the prior notice and approval of NYSDEC, or its successor. The Grantor additionally promises that every deed, subsequent to this deed, shall contain this restrictive covenant and all subsequent owners shall be deemed to covenant by acceptance of a deed to be bound by these restrictive covenants. The Grantor also declares that the State of New York, NYSDEC, as well as its successors or assigns, shall be entitled to enforce the terms of this restrictive covenant.

