

The City of Poughkeepsie

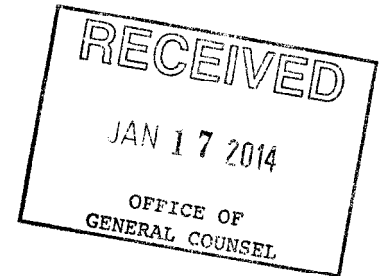
New York

PAUL ACKERMANN
Corporation Counsel
packermann@cityofpoughkeepsie.com



62 Civic Center Plaza
Poughkeepsie, New York 12601
TEL: (845) 451-4065 FAX: (845) 451-4070

January 15, 2014



Yvonne M. Ward, Esq.
NYS Department of Environmental Conservation
Office of the General Counsel
625 Broadway
Albany, New York 12233-5500

Re: DeLaval Project, City of Poughkeepsie, County of Dutchess
Site No.: B00190-3

Dear Ms. Ward:

Per your request, enclosed please find the following documentation required by your office to close out the easement process:

1. Copy of Environmental Easement recorded in the Dutchess County Clerk's Office on November 27, 2013 as Document # 02 2013 6386.
2. Copies of Dutchess County Clerk filing receipt, Notice of Environmental Easement and Affidavit of Service, confirming service by certified mail upon those parties with an interest in the easement property as contained in Schedule "A." We are also providing copies of the returned receipts evidencing completion of service.
3. Copies of Dutchess County Clerk filing receipt, Notice of Environmental Easement and Affidavit of Publication, confirming service by publication upon the estates of remaining parties with an interest in the easement property.
4. Original title insurance policy of Chicago Title Insurance Company.

I trust that these documents satisfy the remaining requirements of your office and that this matter can proceed toward obtaining of Certificate of Completion.

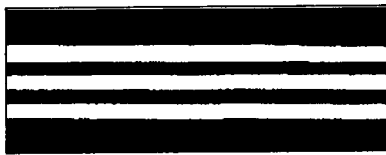
Should you require anything further, please do not hesitate to contact me,

Very truly yours,

CITY OF POUGHKEEPSIE

Paul Ackermann, Esq.
Corporation Counsel

PA:nlbg
Enclosures
cc: Joshua Cook
Commissioner DuPilka
Joe Chenier



Dutchess County Clerk Recording Page

Record & Return To :

CORPORATION COUSEL
CITY OF POUGHKEEPSIE
62 CIVIC CENTER PLAZA
Poughkeepsie, NY 12601

Date Recorded : 11/27/2013

Time Recorded : 2:25:00

Document # : 02 2013 6386

Received From : FELDMAN JACOBSON
ABSTRACT

Grantor : POUGHKEEPSIE CITY

Grantee : NYS PEOPLE

Recorded In : Deed
Instrument Type : EASE

Tax District : City of Poughkeepsie

Examined and Charged As Follows :

Recording Charge : \$0.00

Transfer Tax Amount : \$0.00

Transfer Tax Number : #2061

Red Hook Transfer Tax :

E & A Form: N

TP-584 : Y

Number of Pages : 12

*** Do Not Detach This Page

*** This Is Not A Bill

County Clerk By : cni / _____

Receipt # : R65781

Batch Record : C9

Bradford Kendall
County Clerk



0220136386



**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 4th day of November, 2012, between Owner(s) The City of Poughkeepsie, having an office at 62 Civic Center Plaza, Poughkeepsie, New York 12601 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233. ✓

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and ✓

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of Rinaldi Boulevard in the City of Poughkeepsie, County of Dutchess and State of New York, known and designated on the tax map of the County Clerk of Dutchess as tax map parcel numbers: Grid 1300 Section 6061 Block 43 Lot 752749, being the same as that property conveyed to Grantor by deed dated November 20, 1968 and recorded in the Dutchess County Clerk's Office in Liber 1255 Page 647. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 13.61 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 23, 2012, signed and certified September 10, 2013 prepared by Clough Harbor & Associates, Inc , which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C302762, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

[6/11]

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
- (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
 - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
 - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: B00190
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by

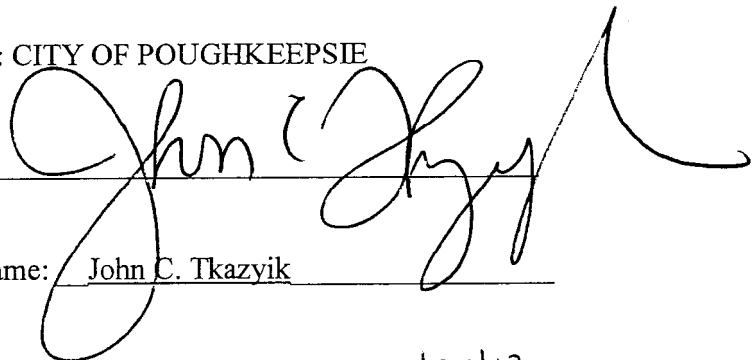
the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: CITY OF POUGHKEEPSIE

By: _____



Print Name: John C. Tkazyik

Title: Mayor

Date: 10/24/13

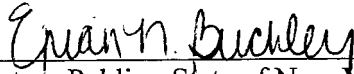
Grantor's Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF)

On the 24th day of October, in the year 2013, before me, the undersigned, personally appeared John C. Tkazyik, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York

Erian N Buckley
Notary Public, State of New York
No. 01BU6193006
Qualified in Dutchess County
Commission Expires September 08, 2016

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By: *[Signature]*
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 4th day of November, in the year 2013, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public (State of New York

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

R + R
Corporation Counsel
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

SCHEDULE "A" ENVIRONMENTAL EASEMENT
PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT PARCEL - ERP SITE No. B00190-3

All those certain pieces or parcels of land situate and lying on the easterly bank of the Hudson River, in the City of Poughkeepsie, County of Dutchess and State of New York being more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the southerly Right-Of Way line of Pine Street and the westerly railroad Right-Of Way line of lands now or formerly of Conrail Corp; being the property division line between lands now or formerly of The City Of Poughkeepsie as described in Liber 22005 of Deeds at page 11133, on the West; thence southerly along said westerly Conrail Corp. Right-Of Way line the following eleven (11) courses and distances:

1. Along an arc of a curve to the left having a radius of 3,146.00 feet, through a central angle of 07°36'40", and an arc length of 417.91' to a point,
2. South 40°07'48" East, departing said curve non radially, a distance of 14.86 feet to a non-tangent point of curvature,
3. Along an arc of a curve to the left having a radius of 3,136.00 feet, through a central angle of 09°29'08", and an arc length of 519.18' to a point,
4. South 82°10'52" West, departing said curve non radially, a distance of 5.00 feet to a non-tangent point of curvature,
5. Along an arc of a curve to the left having a radius of 3,141.00 feet, through a central angle of 04°15'10", and an arc length of 233.14 feet to a point,
6. South 11°40'38" East, departing said curve non radially, a distance of 109.60 feet to a point,
7. South 78°19'22" West, a distance of 3.10 feet to a point,
8. South 09°52'18" East, a distance of 183.06 feet to a point,
9. South 11°40'38" East, a distance of 25.00 feet to a point,
10. South 83°39'52" West, a distance of 7.16 feet to a point,
11. South 11°40'38" East, a distance of 515.89 feet to a point on the property division line between said lands of The City of Poughkeepsie. on the north and lands now or formerly of Norfe Realty Corp. as described in Liber 1110 of Deeds at page 571, on the south; thence along said property division line South 79°49'22" West a distance of 249.77 feet to a point on the property division line between said lands of The City of Poughkeepsie. on the east and lands now or formerly of The People of The State of New York on the west: thence along said property division line the following twenty three (23) courses and distances:
 1. North 09°54'38" West, a distance of 28.62 feet to a point,
 2. North 10°18'58" West, a distance of 16.94 feet to a point,
 3. South 79°51'44" West, a distance of 3.00 feet to a point,
 4. North 10°13'03" West, a distance of 338.19 feet to a point,
 5. North 79°51'44" East, a distance of 2.95 feet to a point,
 6. North 10°08'48" West, a distance of 146.21 feet to a point,
 7. North 54°14'28" West, a distance of 33.65 feet to a point,
 8. North 10°12'38" West, a distance of 181.01 feet to a point,
 9. North 10°12'28" West, a distance of 300.59 feet to a point,
 10. North 40°54'42" East, a distance of 67.85 feet to a point,
 11. North 10°18'40" West, a distance of 376.73 feet to a point,
 12. South 84°31'52" West, a distance of 1.00 feet to a point,

13. North 16°11'17" West a distance of 58.32 feet to a point,
14. North 10°02'03" West a distance of 366.87 feet to a point,
15. North 79°20'12" East a distance of 3.83 feet to a point,
16. North 10°39'48" West a distance of 29.11 feet to a point,
17. North 15°58'08" West, a distance of 28.77 feet to a point,
18. North 18°44'08" West, a distance of 25.70 feet to a point,
19. North 18°19'08" West, a distance of 9.46 feet to a point,
20. North 15°16'08" West, a distance of 21.59 feet to a point,
21. North 14°10'08" West, a distance of 20.34 feet to a point,
22. North 64°45'42" East, a distance of 3.99 feet to a point, and
23. North 15°25'08" West, a distance of 219.87 feet to a point on the property division line between said lands of The City of Poughkeepsie. on the south and lands now or formerly of The City of Poughkeepsie I.D.A. on the north; thence along said property division line and along other lands now or formerly of The City Of Poughkeepsie I.D.A. , as described in Liber 22004 of Deeds at page 4060, the following nine (9) courses and distances:

1. North 75°51'22" East, a distance of 129.24 feet to a point,
2. North 63°20'16" East, a distance of 4.83 feet to a point,
3. South 89°50'48" East, a distance of 23.07 feet to a point,
4. North 87°51'12" East, a distance of 19.07 feet to a point,
5. North 85°24'12" East, a distance of 27.79 feet to a point,
6. North 75°43'42" East, a distance of 10.14 feet to a point,
7. North 59°23'02" East, a distance of 50.07 feet to a point,
8. North 46°44'22" East, a distance of 57.74 feet to a point, and
9. South 04°39'19" East, a distance of 294.64 feet to a point at the westerly terminus of Pine Street; thence along the property division line between said lands now or formerly of The City Of Poughkeepsie and the southerly Right-Of Way line of Pine Street the following three (3) courses and distances:

1. South 55°28'58" East, a distance of 42.02 feet to a point,
2. North 65°03'32" East, a distance of 111.26 feet to a point, and
3. North 66°00'02" East, a distance of 13.83 feet to the point or place of beginning.

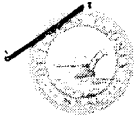
Containing 611,369 square feet or 14.04 acres of land, more or less.

Excepting and Reserving from the above described easement all that piece or parcel of land that are described as follows:

BEGINNING at a point at the intersection of the southerly Right-Of Way line of Pine Street and the westerly railroad Right-Of Way line of lands now or formerly of Conrail Corp; being the property division line between lands now or formerly of The City Of Poughkeepsie as described in Liber 22005 of Deeds at page 11133, on the West; thence southerly along said westerly Conrail Corp. Right-Of Way line along an arc of a curve to the left having a radius of 3,146.00 feet, through a central angle of 06°03'05", and an arc length of 332.27 feet to a point, thence through said lands of the C.O.P. the following twelve (12) courses and distances:

1. North 40°12'48" West, a distance of 30.03 feet to a point,
2. North 27°09'00" West, a distance of 69.38 feet to a point,
3. North 20°55'44" West, a distance of 39.60 feet to a point,
4. North 34°00'47" West, a distance of 38.93 feet to a point,
5. North 04°36'35" West, a distance of 42.50 feet to a point,
6. North 36°07'19" East, a distance of 20.53 feet to a point,
7. North 72°23'09" East, a distance of 20.34 feet to a point,
8. North 88°47'33" East, a distance of 25.42 feet to a point,
9. North 39°03'20" East, a distance of 88.93 feet to a point,
10. North 26°21'01" East, a distance of 22.98 feet to a point,

11. North 10°30'39" East, a distance of 15.82 feet to a point and,
 12. North 38°33'22" East, a distance of 6.37 feet to the point or place of beginning.
- Containing 17,251 square feet or 0.40 acres of land, more or less.



Dutchess County Clerk
22 Market Street
Poughkeepsie, N.Y. 12601
(845) 486-2134

Batch# User
A263 msp

Receipt # Date Time
70891 12/26/2013 1:08:00 PM

Received From: POUGHKEEPSIE CITY
Fee Total: \$55.00

Document	Account	Amount	Comment	Pages
44 Misc Record/Receiving # 20				
	030 File, Record, Other Papers	35.00	NOTICE	1
	070 Records Mgmt - Local Fee	1.00		1
	504 Records Mgmt - State Fee	4.75		1
	511 Cultural Ed - State Fee	14.25		1

Name NYS DEPT ENVIRONMENTAL CONSERVATION

NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

Unnumbered lot, Rinaldi Boulevard, F/K/A the DeLaval Property

City of Poughkeepsie, County of Dutchess, State of New York

Property Owner/Grantor: City of Poughkeepsie

The Tax Map Identification No.: 6061-43-752749

NYS Department of Environmental Conservation Site No.: B00190

The Environmental Easement for the above referenced property has been filed in the Dutchess County Clerk's Office on Nov. 27 ~~month~~ day 2013 ~~year~~ at ~~XXXXXX~~ XXXXXX ~~Page~~ XXXXXX ~~of~~ XXXXXX ~~Deeds~~ as Document No. 02-2013-6386 of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted Commercial/Industrial (residential, commercial or industrial).

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.

AFFIDAVIT OF SERVICE

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

NANCY L. B. GRIFFIN, being sworn says: I am not a party to the action, am over 18 years of age and reside in Highland, New York.

On December 3, 2013, I served a true copy of the annexed NOTICE OF ENVIRONMENTAL EASEMENT in the following manner: By mailing the same in a sealed envelope, with postage prepaid thereon, by Certified Mail, Return Receipt Requested, copies of which receipts are annexed hereto, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last-known address of the addressee(s) as indicated below:

AGCO
4205 River Green Parkway
Duluth, GA 30096
Receipt No. 7009 3410 0001 2078 8639

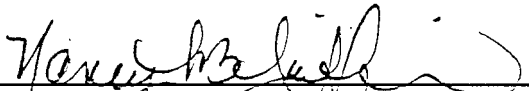
DeLaval Canada
150-B Jameson Drive
P. O. Box #4600
Peterborough, ON K9J 0B9
Canada
Receipt No. 7009 3410 0001 2078 8653

DeLaval Canada
150-B Jameson Drive
P. O. Box #4600
Peterborough, ON K9J 0B9
Canada
Receipt No. 7009 3410 0001 2078 8646

DeLaval Canada
150-B Jameson Drive
P. O. Box #4600
Peterborough, ON K9J 0B9
Canada
Receipt No. 7009 3410 0001 2078 8660

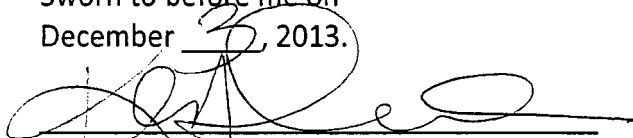
Central Hudson Gas & Electric Corp.
284 South Avenue
Poughkeepsie, NY 12601
Receipt No. 7009 3410 0001 2078 9483

Poughkeepsie Waterfront Development LLC
2985 Route 9W
New Windsor, NY 12533
Receipt No. 7009 3410 0001 2078 9490



NANCY L. B. GRIFFIN

Sworn to before me on
December 3, 2013.



NOTARY PUBLIC

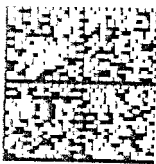
KRISTEN GUTHRIE
Notary Public, State of New York
No. 01GU6040553
Qualified in Dutchess County
Comm. Expires April 24, 2014

7009 3410 0001 2078 8639

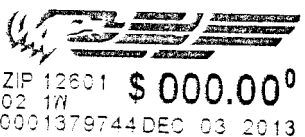
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OFFICIAL USE



U.S. POSTAGE >>> PITNEY BOWES



ZIP 12601 \$ 000.00⁰
02 1W
0001379744 DEC 03 2013

\$6.11

Sent To
 Street, Apt. No., or PO Box No.
 AGCO
 2705 River Green Parkway
 Duluth, GA 30096
 City, State, ZIP+4

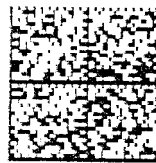
PS Form 3800, August 2006 See Reverse for Instructions

7009 3410 0001 2078 9483

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 Street, Apt. No., or PO Box No.
 Central Hudson Gas & Electric Corp.
 785 South Avenue
 Poughkeepsie, NY 12601
 City, State, ZIP+4

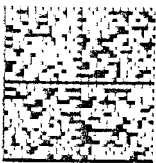
PS Form 3800, August 2006 See Reverse for Instructions

7009 3410 0001 2078 8660

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ZIP 12601 \$ 000.00⁰
02 1W
0001379744 DEC 03 2013

\$6.11

Sent To
 Street, Apt. No., or PO Box No.
 DeLaval Canada
 150-B Jameson Dr, P. O. Box #4600
 Peterborough, ON K9J 0B9
 City, State, ZIP+4
 Canada

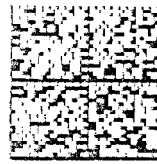
PS Form 3800, August 2006 See Reverse for Instructions

7009 3410 0001 2078 8646

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ZIP 12601 \$ 000.00⁰
02 1W
0001379744 DEC 03 2013

\$6.11

Sent To
 Street, Apt. No., or PO Box No.
 DeLaval Canada
 150-B Jameson Dr, P. O. Box #4600
 Peterborough, ON K9J 0B9
 City, State, ZIP+4
 Canada

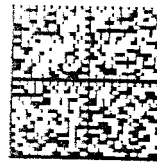
PS Form 3800, August 2006 See Reverse for Instructions

7009 3410 0001 2078 8653

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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ZIP 12601 \$ 000.00⁰
02 1W
0001379744 DEC 03 2013

\$6.11

Sent To
 Street, Apt. No., or PO Box No.
 DeLaval Canada
 150-B Jameson Dr, P. O. Box #4600
 Peterborough, ON K9J 0B9
 City, State, ZIP+4
 Canada

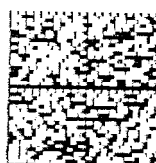
PS Form 3800, August 2006 See Reverse for Instructions

7009 3410 0001 2078 9490

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE



U.S. POSTAGE >>> PITNEY BOWES



ZIP 12601 \$ 000.00⁰
02 1W
0001379744 DEC 03 2013

\$6.11

Sent To
 Street, Apt. No., or PO Box No.
 Poughkeepsie Waterfront
 Development LLC
 2975 Route 9W
 New Windsor, NY 12533
 City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AGCO
4205 River Green Parkway
Duluth, GA 30096

2. Article Number
(Transfer from service label)

7009 3410 0001 2078 8639

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
B. Received by (Printed Name) C. Date of Delivery
C. Johnson 12/10
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Central Hudson Gas & Electric Corp.
285 South Avenue
Poughkeepsie, NY 12601

2. Article Number
(Transfer from service label)

7009 3410 0001 2078 9483

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DeLaval Canada
150-B Jameson Dr, P. O. Box #4600
Peterborough, ON K9J 0B9
Canada

2. Article Number
(Transfer from service label)

7009 3410 0001 2078 8660

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
B. Received by (Printed Name) C. Date of Delivery
Wanda Clancy 10/12/13
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DeLaval Canada
 150-B Jameson Dr, P. O. Box #4600
 Peterborough, ON K9J 0B9
 Canada

2. Article Number

(Transfer from service label)

7009 3410 0001 2078 8646

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Wanda Clancy

Agent

Addressee

B. Received by (Printed Name)

Wanda Clancy

C. Date of Delivery

10/12/13

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DeLaval Canada
 150-B Jameson Dr, P. O. Box #4600
 Peterborough, ON K9J 0B9
 Canada

2. Article Number

(Transfer from service label)

7009 3410 0001 2078 8653

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Wanda Clancy

Agent

Addressee

B. Received by (Printed Name)

Wanda Clancy

C. Date of Delivery

11/12/13

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Poughkeepsie Waterfront
 Development LLC
 2975 Route 9W
 New Windsor, NY 12533

2. Article Number

(Transfer from service label)

7009 3410 0001 2078 9490

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x W Menditto

Agent

Addressee

B. Received by (Printed Name)

W Menditto

C. Date of Delivery

12/13

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes



Dutchess County Clerk
22 Market Street
Poughkeepsie, N.Y. 12601
(845) 486-2134

Batch# User
C227 eso

Receipt # Date Time
2388 01/15/2014 12:26:00 PM

Received From: CITY OF POUGHKEEPSIE
Fee Total: \$50.50

Document	Account	Amount	Comment	Pages
44 Misc Record/Receiving # 1				
	030 File, Record, Other Papers	30.50		1
	070 Records Mgmt - Local Fee	1.00		1
	504 Records Mgmt - State Fee	4.75		1
	511 Cultural Ed - State Fee	14.25		1

Name NOTICE OF ENVIRONMENTAL EASEMENT

NOTICE is hereby given to the heirs of the Estate of George Collingwood, the Estate of Mary E. C. Collingwood, the Estate of David S. Cowles, and the Estate of James Collingwood, as follows:

NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

Unnumbered lot, Rinaldi Boulevard, f/k/a DeLaval Property
City of Poughkeepsie, County of Dutchess, State of New York

Property Owner/Grantor: City of Poughkeepsie

The Tax Map Identification No.: 6061-43-752749

NYS Department of Environmental Conservation Site No.: B00190

The Environmental Easement for the above referenced property has been filed in the Dutchess County Clerk's Office on November 27, 2013 as Document No. 02-2013-6386 of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted commercial or industrial.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at:
<http://www.dec.ny.gov/chemical/36045.html>.

Poughkeepsie Journal

Poughkeepsie, N.Y.

DAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

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An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. 8576

Rita Lombardi, of the City of Poughkeepsie, Dutchess County, New York, being duly sworn, says that at the several times hereinafter mentioned he/she was and still is the Principle Clerk of the Poughkeepsie Newspapers Division of Gannett Satellite Information Network, Inc., publisher of the Poughkeepsie Journal, a newspaper published every day in the year ~~2014~~ ²⁰¹³ in the city of Poughkeepsie, Dutchess County, New York, and that the annexed Notice was duly published in the said newspaper for four weeks

Successively, in each week, commencing on the 12th day of Dec. ²⁰¹³ in the year of ~~2014~~ and on the following dates thereafter, namely on:

Dec. 19, 26, 2013

And ending on the 2nd day of Jan. in the year of 2014, both days inclusive.

Subscribed and sworn to before me this 2ND day of January in the year of 2014.

Rose Ann Simpson
Notary Public

My commission expires 1/7/2014

ROSE ANN SIMPSON
Notary Public, State of New York
No. 01SI6215893
Qualified in Dutchess County
Commission Expires January 4, 2014



Chicago Title Insurance Company



POLICY NO.: 2364-1-1310040164-2013.7230632-90289669

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (6/17/06) With New York Coverage Endorsement Appended

Issued by

Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

2364NY 1310040164

Feldman-Jacobson Abstract Corp.

94 Market Street

Poughkeepsie, NY 12601

Tel: (845) 454-1171

Fax: (845) 454-3720

CHICAGO TITLE INSURANCE COMPANY

By:



(Signature)
ATTEST
President
(Signature)
Secretary

Countersigned:

(Signature)

Authorized Signatory

Craig T. Digilio

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Chicago Title Insurance Company

Schedule A

Underwriter No. **RF 255-13/255-03** Alta Owner Policy
Title Number: **1310040164** Policy Number **7230632-90289669**
Policy Date **11/27/2013** Policy Amount **\$ 35,000.00**

1. Name of Insured

The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation.

2. The estate or interest in the land which is covered by this policy is: **EASEMENT**

3. Title to the estate or interest in the land is vested in:

Environmental Easement made by City of Poughkeepsie to The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation dated November 4, 2013 recorded in the Dutchess County Clerk's Office on November 27, 2013 in Doc No 02-2013-6386.

4. The land referred to in this policy is described as follows:

PREMISES KNOWN AS:

Address **Rinaldi Boulevard, Poughkeepsie**
Grid **31-6061-43-752749**

**Feldman-Jacobson Abstract Corp.
94 Market Street
Poughkeepsie, NY 12601**

Countersigned: _____


Authorized Officer or Agent

Schedule A Description

Underwriter No. **RF 255-13/255-03**
Title Number **1310040164**

Policy Number: **7230632-90289669**

Page **1**

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

BEGINNING at a point at the intersection of the southerly Right-Of Way line of Pine Street and the westerly railroad Right-Of Way line of lands now or formerly of Conrail Corp; being the property division line between lands now or formerly of The City Of Poughkeepsie as described in Liber 22005 of Deeds at page 11133, on the West; thence southerly along said westerly Conrail Corp. Right-Of Way line the following eleven (11) courses and distances:

1. Along an arc of a curve to the left having a radius of 3,146.00 feet, through a central angle of $07^{\circ}36'40''$, and an arc length of 417.91' to a point,
2. South $40^{\circ}07'48''$ East, departing said curve non radially, a distance of 14.86 feet to a non-tangent point of curvature,
3. Along an arc of a curve to the left having a radius of 3,136.00 feet, through a central angle of $09^{\circ}29'08''$, and an arc length of 519.18' to a point,
4. South $82^{\circ}10'52''$ West, departing said curve non radially, a distance of 5.00 feet to a non-tangent point of curvature,
5. Along an arc of a curve to the left having a radius of 3,141.00 feet, through a central angle of $04^{\circ}15'10''$, and an arc length of 233.14 feet to a point,
6. South $11^{\circ}40'38''$ East, departing said curve non radially, a distance of 109.60 feet to a point,
7. South $78^{\circ}19'22''$ West, a distance of 3.10 feet to a point,
8. South $09^{\circ}52'18''$ East, a distance of 183.06 feet to a point,
9. South $11^{\circ}40'38''$ East, a distance of 25.00 feet to a point,
10. South $83^{\circ}39'52''$ West, a distance of 7.16 feet to a point,
11. South $11^{\circ}40'38''$ East, a distance of 515.89 feet to a point on the property division line between said lands of The City of Poughkeepsie. on the north and lands now or formerly of Norfe Realty Corp. as described in Liber 1110 of Deeds at page 571, on the south; thence along said property division line South $79^{\circ}49'22''$ West a distance of 249.77 feet to a point on the property division line between said lands of The City of Poughkeepsie. on the east and lands now or formerly of The People of The State of New York on the west: thence along said property division line the following twenty three (23) courses and distances:

1. North $09^{\circ}54'38''$ West, a distance of 28.62 feet to a point,
2. North $10^{\circ}18'58''$ West, a distance of 16.94 feet to a point,
3. South $79^{\circ}51'44''$ West, a distance of 3.00 feet to a point,
4. North $10^{\circ}13'03''$ West, a distance of 338.19 feet to a point,
5. North $79^{\circ}51'44''$ East, a distance of 2.95 feet to a point,

Continued On Next Page

Schedule A Description - continued

Underwriter No. **RF 255-13/255-03**

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6. North 10°08'48" West, a distance of 146.21 feet to a point,
7. North 54°14'28" West, a distance of 33.65 feet to a point,
8. North 10°12'38" West, a distance of 181.01 feet to a point,
9. North 10°12'28" West, a distance of 300.59 feet to a point,
10. North 40°54'42" East, a distance of 67.85 feet to a point,
11. North 10°18'40" West, a distance of 376.73 feet to a point,
12. South 84°31'52" West, a distance of 1.00 feet to a point,
13. North 16°11'17" West a distance of 58.32 feet to a point,
14. North 10°02'03" West a distance of 366.87 feet to a point,
15. North 79°20'12" East a distance of 3.83 feet to a point,
16. North 10°39'48" West a distance of 29.11 feet to a point,
17. North 15°58'08" West, a distance of 28.77 feet to a point,
18. North 18°44'08" West, a distance of 25.70 feet to a point,
19. North 18°19'08" West, a distance of 9.46 feet to a point,
20. North 15°16'08" West, a distance of 21.59 feet to a point,
21. North 14°10'08" West, a distance of 20.34 feet to a point,
22. North 64°45'42" East, a distance of 3.99 feet to a point, and
23. North 15°25'08" West, a distance of 219.87 feet to a point on the property division line between said lands of The City of Poughkeepsie. on the south and lands now or formerly of The City of Poughkeepsie I.D.A. on the north; thence along said property division line and along other lands now or formerly of The City Of Poughkeepsie I.D.A. , as described in Liber 22004 of Deeds at page 4060, the following nine (9) courses and distances:

1. North 75°51'22" East, a distance of 129.24 feet to a point,
2. North 63°20'16" East, a distance of 4.83 feet to a point,
3. South 89°50'48" East, a distance of 23.07 feet to a point,
4. North 87°51'12" East, a distance of 19.07 feet to a point,
5. North 85°24'12" East, a distance of 27.79 feet to a point,
6. North 75°43'42" East, a distance of 10.14 feet to a point,
7. North 59°23'02" East, a distance of 50.07 feet to a point,
8. North 46°44'22" East, a distance of 57.74 feet to a point, and
9. South 04°39'19" East, a distance of 294.64 feet to a point at the westerly terminus of Pine Street; thence along the property division line between said lands now or formerly of The City Of Poughkeepsie and the southerly Right-Of Way line of Pine Street the following three (3) courses and distances:
 1. South 55°28'58" East, a distance of 42.02 feet to a point,
 2. North 65°03'32" East, a distance of 111.26 feet to a point, and
 3. North 66°00'02" East, a distance of 13.83 feet to the point or place of beginning.

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Schedule A Description - continued

Underwriter No. **RF 255-13/255-03**
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Page **3**

Excepting and Reserving from the above described easement all that piece or parcel of land that are described as follows:

BEGINNING at a point at the intersection of the southerly Right-Of Way line of Pine Street and the westerly railroad Right-Of Way line of lands now or formerly of Conrail Corp; being the property division line between lands now or formerly of The City Of Poughkeepsie as described in Liber 22005 of Deeds at page 11133, on the West; thence southerly along said westerly Conrail Corp. Right-Of Way line along an arc of a curve to the left having a radius of 3,146.00 feet, through a central angle of 06°03'05", and an arc length of 332.27 feet to a point, thence through said lands of the C.O.P. the following twelve (12) courses and distances:

1. North 40°12'48" West, a distance of 30.03 feet to a point,
2. North 27°09'00" West, a distance of 69.38 feet to a point,
3. North 20°55'44" West, a distance of 39.60 feet to a point,
4. North 34°00'47" West, a distance of 38.93 feet to a point,
5. North 04°36'35" West, a distance of 42.50 feet to a point,
6. North 36°07'19" East, a distance of 20.53 feet to a point,
7. North 72°23'09" East, a distance of 20.34 feet to a point,
8. North 88°47'33" East, a distance of 25.42 feet to a point,
9. North 39°03'20" East, a distance of 88.93 feet to a point,
10. North 26°21'01" East, a distance of 22.98 feet to a point,
11. North 10°30'39" East, a distance of 15.82 feet to a point and,
12. North 38°33'22" East, a distance of 6.37 feet to the point or place of beginning.

Owner's Policy

Underwriter No. **RF 255-13/255-03**

Schedule B

Title Number: **1310040164**

Policy Number: **7230632-90289669**

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

1. Sewer and water line easement in Liber 443 cp 321.
2. Subject to provisions contained in Liber 262 cp 265.
3. Reservation and right of way in Liber 269 cp 350.
4. Right of way in Liber 143 cp 568 and Liber 184 cp 332.
5. Terms and conditions of Boundary Line Agreement in Liber 270 cp 215.
6. For Information Only: see permit in Liber 330 cp 333, Liber 359 cp 113, Liber 366 cp 240.
7. Restriction contained in Liber 365 cp 247.
8. Right of reverter contained in Liber 403 cp 223.
9. Sewer line easement in Liber 407 cp 44.
10. Easement Agreement in Liber 440 cp 372.
11. Utility easements in Liber 765 cp 129, Doc No 02-2011-3228 and Doc No 02-2011-3231.
12. Subject to drainage easement as set forth in Liber 1091 cp 454.
13. Reservations contained in Liber 1195 cp 211.
14. Easement Agreement in Doc No 02-2012-5173
15. Subject to the terms and conditions as set forth in the Environmental Easement from the City of Poughkeepsie to The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation, dated 11-4-13 and recorded in the Dutchess County Clerk's Office on 11-27-2013 in Doc No 02-2013-6386.

Owner's Policy

Underwriter No. **RF 255-13/255-03**

Title Number: **1310040164**

Schedule B-II

Policy Number: **7230632-90289669**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest.

NONE

Survey Reading

Underwriter No. **RF 255-13/255-03**

Title Number **1310040164**

Policy Number: **7230632-90289669**

Page **1**

Survey made by William S. Lucarelli, PLS dated February 23, 2012 and last revised August 16, 2013, shows:
parcel of land on the southerly side of Pine Street. Shows asphalt drive and gravel parking area on northerly portion of premises with said drive crossing northerly property line to adjoining premises on the north. Policy excepts the rights of others to pass and repass over said drive. Shows parking lot easement (Doc No 02-2012-5173) on northeasterly portion of premises. Shows approximate location of utility easement (Liber 765 cp 120) running from northerly property line through middle of premises to southerly portion of premises. Shows approximate location of 20 foot wide drainage easement (Liber 1091 cp 454) running across northerly portion of premises. Shows approximate location of another 20 foot wide drainage easement running across northerly portion of premises. Shows approximate location of sewer line easement (Liber 407 cp 44) running across center of premises. Shows sewer/water line easement (Liber 443 cp 321) on northeasterly portion of premises. Shows area dedicated as parkland on westerly portion of premises. Shows fence running off southerly property line. Shows utility pole on or near easterly property line. Shows electrical boxes on easterly portion of premises. Shows area excepted from the insured premises. Shows no other variations or encroachments.

STANDARD NEW YORK ENDORSEMENT

(OWNER POLICY)

Attached to and made a part of Policy Number: 7230632-90289669

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

11/27/2013

Feldman-Jacobson Abstract Corp.
94 Market Street
Poughkeepsie, NY 12601
Phone (845) 454-1171 Fax (845) 454-3720

By:


Authorized Signature



CHICAGO TITLE INSURANCE COMPANY

By:


President

By:


Secretary

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of

marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated

to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.