

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

BG Sec. 45 Blk. 1 Lot 17

NAME(S) OF PARTY(S) TO DOCUMENT

Monroe 1 1 5

State of New York (Office
of General Services)

Woodbury SECTION 13 BLOCK 1 LOT 72

RECORD AND RETURN TO:
(name and address)

TO

COUNTY OF ORANGE

Atts: David L. Darwin, Esq.

ORANGE COUNTY
DEPARTMENT OF LAW
ORANGE COUNTY GOVERNMENT CENTER
GOSHEN, NY 10924

THIS IS PAGE ONE OF THE RECORDING

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

DO NOT WRITE BELOW THIS LINE

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

PROPERTY LOCATION

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

___ 4289 MONTGOMERY (TN)
 ___ 4201 MAYBROOK (VLG)
 ___ 4203 MONTGOMERY (VLG)
 ___ 4205 WALDEN (VLG)
 ___ 4489 MOUNT HOPE (TN)
 ___ 4401 OTISVILLE (VLG)
 ___ 4600 NEWBURGH (TN)
 ___ 4800 NEW WINDSOR (TN)
 ___ 5089 TUXEDO (TN)
 ___ 5001 TUXEDO PARK (VLG)
 ___ 5200 WALLKILL (TN)
 ___ 5489 WARWICK (TN)
 ___ 5401 FLORIDA (VLG)
 ___ 5403 GREENWOOD LAKE (VLG)
 ___ 5405 WARWICK (VLG)
 ___ 5600 WAWAYANDA (TN)
☒ 5889 WOODBURY (TN)
 ___ 5801 HARRIMAN (VLG)

CITIES

___ 0900 MIDDLETOWN
 ___ 1100 NEWBURGH
 ___ 1300 PORT JERVIS
 ___ 9999 HOLD

NO PAGES 8 CROSS REF. ___
 CERT. COPY ___ ADD'L X-REF. ___
 MAP# ___ PGS. ___

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

Taxable
 CONSIDERATION \$ ___
 TAX EXEMPT ___
 Taxable
 MORTGAGE AMT. \$ ___
 DATE ___

MORTGAGE TAX TYPE:

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

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM:

Orange County Law
Dept

RECORDED/FILED
 01/07/2004/ 14:39:42
 DONNA L. BENSON
 County Clerk
 ORANGE COUNTY, NY

FILE # 20040002659
 DEED / BK 11339 PG 1273
 RECORDING FEES 0.00
 TTX# 006269 TRANS TAX 0.00
 Receipt#205057 mrl



*THE PEOPLE OF THE STATE OF NEW YORK, BY THE GRACE OF GOD,
FREE AND INDEPENDENT*

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That, pursuant to Section 34 of the Public Lands Law and Findings of the Commissioner of General Services dated *January 14*, 2003 and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, paid by the County of Orange, a municipal corporation of the State of New York having its principal office and place of business at 255 Main Street, Goshen, New York 10924, we have granted and conveyed and by these presents do hereby grant and convey unto the said County of Orange, its successors and assigns forever, for park, recreation and playground purposes, all the right, title and interest of the People of the State of New York in and to the following described premises:

All that certain tract, piece or parcel of land situate, lying and being in the Towns of Blooming Grove, Monroe and Woodbury, County of Orange and State of New York and being bounded and described as follows:

Beginning at a point located at the intersection of the southeasterly bounds of Seven Springs Road with the northeasterly bounds of Mountain Road (County Road #44) and runs from thence along the southeasterly bounds of Seven Springs Road N 55-27-05 E 159.00 feet to a point; thence turning and running along the same N 51-27-45 E 201.16 feet to a point; thence turning and running still along the same N 47-40-35 E 34.76 feet to a point; thence turning and running across Seven Springs Road N 40-35-00 W 47.80 feet to a point; thence turning and running along the northwesterly bounds of Seven Springs Road N 51-27-05 E 49.49 feet to a monument found; thence turning and running along lands now or formerly of Meisels, lands now or formerly of D'Allaco and lands now or formerly of Harolan N 40-01-30 W 928.22 feet to the remains of a monument found; thence turning and running along lands now or formerly of Miller, lands now or formerly of Sims & Roach and lands now or formerly of Mangin N 51-15-00 E 2246.96 feet to a point; thence turning and running along lands now or formerly of Mangin the following four (4) courses and distances:

1. S 75-34-20 E 1122.00 feet to a point; thence
2. N 84-57-55 E 69.40 feet to a point; thence
3. N 65-10-20 E 112.94 feet to a point; thence
4. N 53-55-30 E 296.49 feet to a point; thence

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turning and running along lands now or formerly of Weg the following six (6) courses and distances:

1. S 37-58-50 E 603.82 feet to a point; thence
2. N 62-30-57 E 175.09 feet to a point; thence
3. S 39-07-05 E 762.60 feet to a point; thence
4. N 72-09-00 E 182.82 feet to a point; thence
5. S 21-20-58 E 694.51 feet to a point; thence
6. S 58-07-27 W 607.18 feet to a monument found;

thence turning and running along lands now or formerly of Taub N 39-57-20 W 340.58 feet to a monument found; thence turning and running along lands now or formerly of Taub, lands now or formerly of McIntosh, lands now or formerly of Adler, lands now or formerly of Censor, lands now or formerly of Martin, lands now or formerly of Censor, lands now or formerly of Broadhead, crossing Seven Springs Road and along lands now or formerly of Kamins S 46-28-00 W 2280.48 feet to a point; thence turning and running along lands now or formerly of Bruchu Realty Corp., the following four (4) courses and distances:

1. N 44-18-00 W 73.61 feet to a point; thence
2. S 37-33-00 W 198.25 feet to a point; thence
3. S 28-27-55 W 362.60 feet to a point; thence
4. S 2-38-42 W 66.16 feet to a point; thence

turning and running along lands now or formerly of Gertner N 46-45-50 W 31.22 feet to an iron pipe found; thence turning and running along lands now or formerly of Kiryas Joel Forest Gardens N 40-57-45 W 1148.94 feet to a point; thence turning and running along lands now or formerly of Carminati N 47-08-15 W 72.47 feet to an iron pipe; thence turning and running along the same N 24-37-40 E 78.18 feet to a point; thence turning and running still along the same and passing through a monument S 87-54-05 W 657.28 feet to a point; thence turning and running along the northeasterly bounds of Mountain Road (County Road #44) N 33-51-00 W 297.50 feet to a point; thence turning and running along the same N 30-35-20 W 108.16 feet to the point or place of beginning. Containing 215.88 acres of land, more or less.

Subject to an exception for a parcel laid out and maintained as a cemetery plot and with the r.o.w. as laid out from the highway to said burial ground.

Subject to an r.o.w. and easement 33 feet wide to American Telephone and Telegraph Co. per L.1047 P. 352.

Subject to a 10 foot wide strip granted to Orange and Rockland Utilities, Inc. as a right to construct, repair, etc. overhead & underground electric transmission lines and gas distribution lines per L. 1945 P. 947.

Subject to a grant of right to American Telephone and Telegraph Co. to construct a 20 foot wide road to a manhole per L. 1882 P. 777.

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Subject to an r.o.w. for Seven Springs Road, if any.

Subject to any other easements or restrictions of record.

Being the same premises described in a deed dated September 8, 1995 from RECAP Housing Development Fund Company, Inc. to the People of the State of New York, recorded in the Orange County Clerk's Office in Liber 4270 of Deeds at page 2.

Reserving to the Grantor a trail easement 200 feet in width for the existing connector trail that runs from Seven Springs Road to the Long Path, from the northerly line of Seven Springs Road generally northeasterly through the above described parcel to the top of the ridge of the Schunnemunk Mountains and continues along the top ridge to the northeasterly boundary of the above described parcel, the centerline of said easement being the above mentioned connector trail. Said easement is generally as shown on a map entitled "Sketch Map Gonzaga Retreat Center Trail Easement" dated July 18, 2002, prepared by the Office of General Services, a copy of which is attached hereto and made a part hereof.

This grant is made and accepted upon the condition that said Premises shall be improved and maintained for park, recreation and playground purposes. In the event that said Premises are not improved and maintained for said purposes, the title hereby conveyed shall revert to The People of the State of New York and the Attorney General may institute an action in the Supreme Court for a judgment declaring a revesting of such title in the State.

In addition to the foregoing, this grant is made subject to the following terms and conditions:

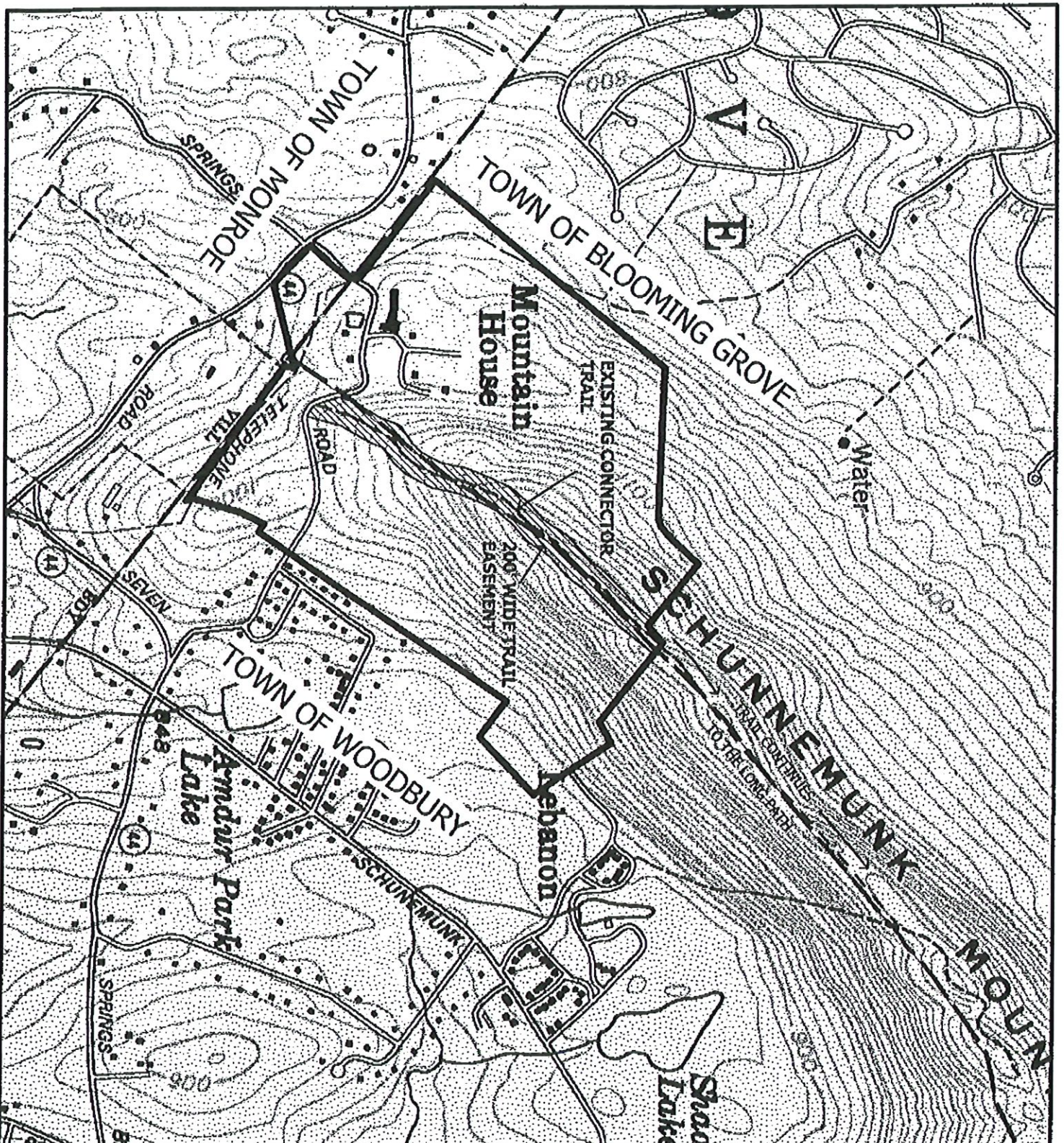
1. Grantor reserves the right but not the obligation to construct a parking area and trailhead near the intersection of the aforementioned trail easement and the northerly line of Seven Springs Road, said parking area to be limited to a maximum of twenty (20) cars, the exact location of said trailhead and parking area to be determined by agreement between the Grantor (or the Commissioner

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- of the Office of Parks, Recreation and Historic Preservation on behalf of the Grantor) and Grantee.
2. Grantee covenants and agrees that the portion of the herein described Premises lying above contour elevation 1060 feet U.S.G.S. Quadrangle (Monroe) shall not be improved or developed except for open space purposes or as required by the Office of Parks, Recreation and Historic Preservation for the management and maintenance of the aforementioned trail easement.
 3. The Grantor and the Grantee agree that each party has had the full and unrestricted opportunity to examine the Premises, for the purpose of ascertaining, to the extent reasonably possible, the environmental conditions of the Premises. It is further agreed that as to environmental conditions disclosed in the Contract of Sale dated December 12, 2001 and as to those environmental conditions which shall be later discovered and which shall be proven to be proximately caused by environmental conditions disclosed prior to closing of title on *December 30*, 2003, that the Grantor shall bear responsibility for the conditions of the Premises.
 4. Grantor agrees that it will, at its own expense defend all claims, demands, liabilities, losses, damages, suits, judgments, orders, costs, expenses asserted by any person or entity arising from the disposal or release of any Hazardous Material in the soils or ground water, on, in or under the Premises or the violation of any environmental Statute, law or regulation disclosed in the environmental reports attached to and made a part of the Contract of Sale dated December 12, 2001, which occurred on or before the closing date or the date of possession by Grantee, whichever is sooner.
 5. Grantee agrees that it will, at its own expense, defend all claims, demands, liabilities, losses, damages, suits, judgments, orders, costs and expenses asserted by any person or entity arising from the disposal or release of any Hazardous Materials in the soils or ground water on, in or under the Premises or the violation of any environmental Statute, law or regulation not disclosed in the environmental reports attached to and made a part of the Contract of Sale dated December 12, 2001, which occur subsequent to the closing date or the date of possession by Grantee, whichever is sooner.
 6. "Hazardous Materials" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, chemical waste, radioactive materials, explosives, known carcinogens, petroleum products or other dangerous, toxic, or hazardous pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any Statute, law or regulation. "Disposal" shall be defined in the same manner as that term is defined in the Rules and Regulations of the Department of Environmental Conservation at 6 NYCRR 370.2(b)(48). "Release" shall be defined in the same manner as that term is defined at 42 U.S. Code, Section 9601(22).

TOGETHER WITH all and singular the rights, hereditaments and appurtenances to the same belonging or in anywise appertaining.

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Legend
 - - - Trail
 200 foot wide
 easement

SKETCH MAP
 GONZAGA
 RETREAT CENTER
 TRAIL EASEMENT

Prepared by:
 OCS Bureau of Land Management
 7/15/02
 scale ~ 1" = 1000'



NEW YORK STATE SHERIFFS ASSOCIATION
 GEORGE E. PATADI
 GOVERNOR
 KENNETH J. RINGLER, JR.
 Commissioner

Universal Transverse Mercator
 (N.A.D. 83) Projection, Zone 18

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EXCEPTING AND RESERVING to ourselves all gold and silver mines.

TO HAVE AND TO HOLD the above described premises unto the said County of
Orange, its successors and assigns forever, except as aforesaid.

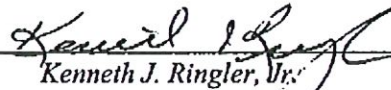
IN WITNESS WHEREOF, our

Commissioner of General Services has

executed these Letters Patent in our name this 14th day of January, 2003

THE PEOPLE OF THE STATE OF NEW YORK

By



Kenneth J. Ringler, Jr.

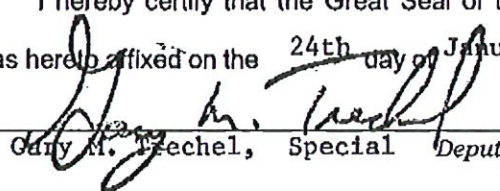
COMMISSIONER OF GENERAL SERVICES

STATE OF NEW YORK

SS.:

DEPARTMENT OF STATE

I hereby certify that the Great Seal of the State of New York
was hereto affixed on the 24th day of January, 2003

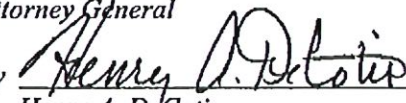

Gary M. Treichel, Special Deputy Secretary of State

Approved as to form this 30th day of January, 2003

Eliot Spitzer

Attorney General

By



Henry A. DeCotis

Assistant Attorney General

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The People of the State of New York

TO

COUNTY OF ORANGE

LETTERS PATENT

STATE OF NEW YORK

Department of State

DECEMBER 29, 2003

Recorded in Book of Patents

No. 106 at page 100

Randy A. Daniels
Secretary of State

By Monica L. Orcioli

Monica L. Orcioli

Miscellaneous Records

Return to:

RPPU-719 (Rev. 1/95)

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