



**TOWN OF NEWBURGH  
PLANNING BOARD  
TECHNICAL REVIEW COMMENTS**

**PROJECT NAME:** SHOPPES AT UNION SQUARE PHASE III  
**PROJECT NO.:** 23-16  
**PROJECT LOCATION:** 1217 & 1219 ROUTE 300  
SECTION 96, BLOCK 1, LOT 6.2 & 11.11  
**REVIEW DATE:** 13 NOVEMBER 2024  
**MEETING DATE:** 21 NOVEMBER 2024  
**PROJECT REPRESENTATIVE:** LANGAN ENGINEERING / KARC PLANNING CONSULTANTS

1. The applicant's representative have identified that they will coordinate with NYSDEC for required Stream Crossing Permit for the 2 access drives.
2. Confirmation from the Orange Lake Fire District that comments have been addressed should be received.
3. The project proposes a subdivision. Access and Maintenance Agreements will be required between newly created lots for internal access drive from the existing Shopping Center use to the proposed Self Storage Facility.
4. Details from the Tree Preservation Ordinance have been added to the plans.
5. A Stormwater Facility Maintenance Agreement must be executed. This is typically a condition upon final approval.
6. Health Department approval for water main with hydrants is required.
7. The lighting plan has been revised. The applicants have confirmed that lighting is Dark Sky compliant.
8. Calculations supporting the design of the stream crossings have been provided. Both proposed streams crossing have capacity greater than existing restrictions in the stream channel.
9. Infiltration testing and soil testing test pits have been performed within the area of the stormwater management facilities. A supplemental report dated November 2024 containing the results of the test pits and infiltration testing has been provided. Modifications to the Soil Erosion Sediment Control Plan has been provided including removing proposed sediment traps from areas proposed for infiltration practices in the final Stormwater Management Plan.

**NEW YORK OFFICE**

33 Airport Center Drive, Suite 202, New Windsor, NY 12553  
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

**PENNSYLVANIA OFFICE**

111 Wheatfield Drive, Suite 1, Milford, PA 18337  
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

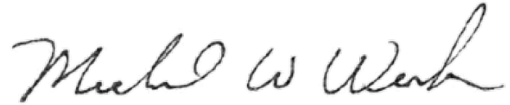
10. Responses to the previously issued SWPPP comments have been provided. Additional Supplementary Engineering Report has been prepared as well as additional detail has been added to the plans responding to previous comments.
11. The applicant has identified that they submitted to the City for a Flow Authorization Letter for the project.

Respectfully submitted,

**MHE Engineering, D.P.C.**



Patrick J. Hines  
Principal  
PJH/kmm



Michael W. Weeks, P.E.  
Principal

Town of Newburgh  
Section 96 Block 1, Lot(s) 6.2 & 11.1

**TOWN OF NEWBURGH**  
**Stormwater Control Facility Maintenance Agreement**

THIS AGREEMENT is made as of this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2024 by and between the **Town of Newburgh**, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and **N&N Union, LLC**, having an address 1089 Little Britain Road, New Windsor, NY 12553 (the "Facility Owner").

**WHEREAS**, the Municipality and the Facility Owner want to enter into an agreement to provide for the long-term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

**WHEREAS**, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately 496,148 s.f. ± or 11.39 acres, ± , more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

**WHEREAS**, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. This Facility Owner shall maintain, clean, repair, replace, and continue the stormwater control measures depicted on the approved project plans for the Facility known as The Shoppes at Union Square Town of Newburgh Project #2023.15 on and about the property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The Facility Owner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.
6. The Facility Owner shall undertake necessary maintenance, repairs, and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit, or escrow account).
8. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease other than leases for individual residential units. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.
9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the

Municipality for all costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective as of \_\_\_\_\_, \_\_\_\_\_ 2024.

By:

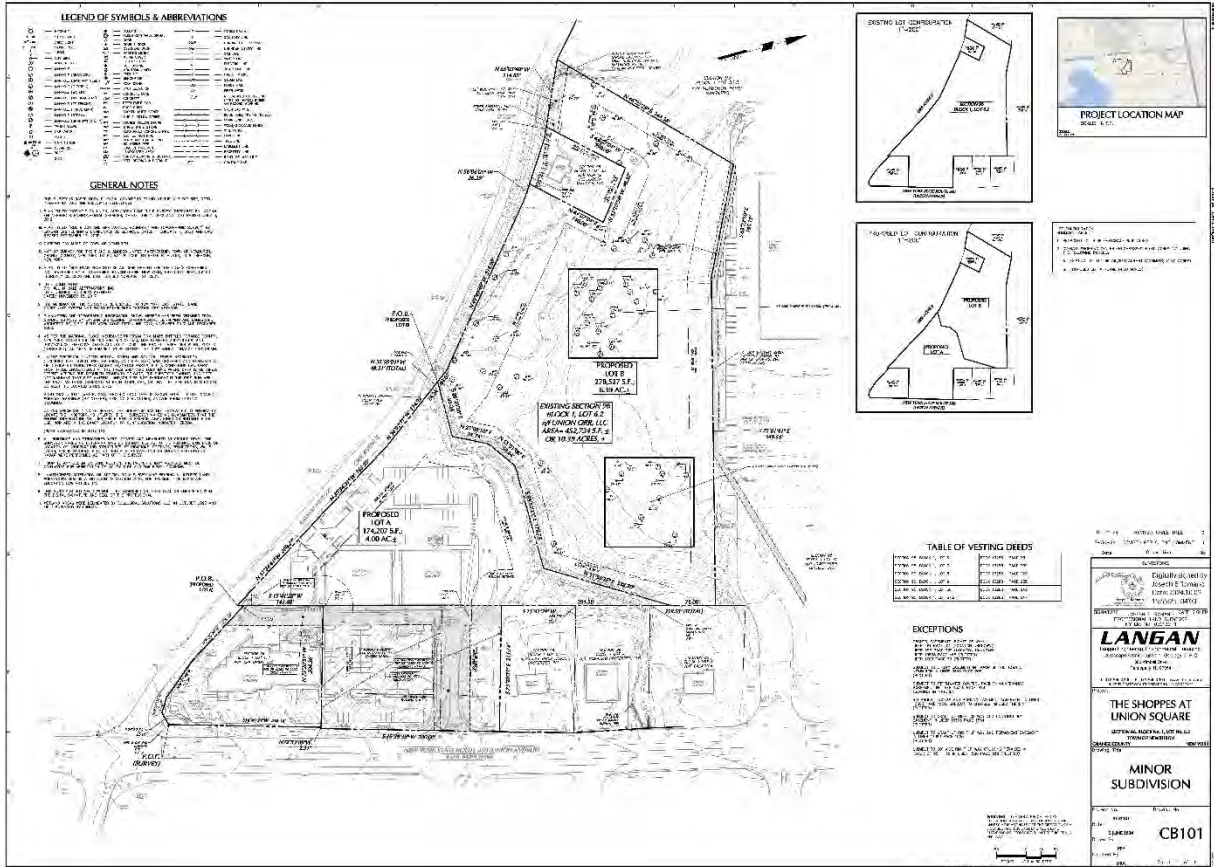
\_\_\_\_\_

N&N Union LLC

\_\_\_\_\_

Town of Newburgh

### Property Description



**THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE**

NAME(S) OF PARTY(S) TO DOCUMENT

TO

SECTION 96 BLOCK 1 LOT 11.1  
96 1 6,7,8,9

THIS IS PAGE ONE OF THE RECORDING

**DO NOT WRITE BELOW THIS LINE**

INSTRUMENT TYPE: DEED            MORTGAGE            SATISFACTION            ASSIGNMENT            OTHER Easement

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)	NO. PAGES <u>14</u>	CROSS REF.
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)	CERT. COPY	ADD'L X-REF.
2003 SO. BLOOMING GROVE (VLG)	4203 MONTGOMERY (VLG)	MAP#	PGS.
2289 CHESTER (TN)	4205 WALDEN (VLG)		
2201 CHESTER (VLG)	4489 MOUNT HOPE (TN)	PAYMENT TYPE:	CHECK <u>X</u>
2489 CORNWALL (TN)	4401 OTISVILLE (VLG)		CASH
2401 CORNWALL (VLG)	<u>X</u> 4600 NEWBURGH (TN)		CHARGE
2600 CRAWFORD (TN)	4800 NEW WINDSOR (TN)		NO FEE
2800 DEERPARK (TN)	5089 TUXEDO (TN)	Taxable	
3089 GOSHEN (TN)	5001 TUXEDO PARK (VLG)	CONSIDERATION \$	
3001 GOSHEN (VLG)	5200 WALLKILL (TN)	TAX EXEMPT	
3003 FLORIDA (VLG)	5489 WARWICK (TN)	Taxable	
3005 CHESTER (VLG)	5401 FLORIDA (VLG)	MORTGAGE AMT. \$	
3200 GREENVILLE (TN)	5403 GREENWOOD LAKE (VLG)		
3489 HAMPTONBURGH (TN)	5405 WARWICK (VLG)		
3401 MAYBROOK (VLG)	5600 WAWAYANDA (TN)	<u>MORTGAGE TAX TYPE:</u>	
3689 HIGHLANDS (TN)	5889 WOODBURY (TN)	<u>    </u> (A) COMMERCIAL/FULL 1%	
3601 HIGHLAND FALLS (VLG)	5801 HARRIMAN (VLG)	<u>    </u> (B) 1 OR 2 FAMILY	
3889 MINISINK (TN)	5809 WOODBURY (VLG)	<u>    </u> (C) UNDER \$10,000	
3801 UNIONVILLE (VLG)	<u>CITIES</u>	<u>    </u> (E) EXEMPT	
4089 MONROE (TN)	0900 MIDDLETOWN	<u>    </u> (F) 3 TO 6 UNITS	
4001 MONROE (VLG)	1100 NEWBURGH	<u>    </u> (I) NAT.PERSON/CR. UNION	
4003 HARRIMAN (VLG)	1300 PORT JERVIS	<u>    </u> (J) NAT.PER-CR.UN/1 OR 2	
4005 KIRYAS JOEL (VLG)		<u>    </u> (K) CONDO	
	9999 HOLD		

DONNA L. BENSON  
ORANGE COUNTY CLERK

Received From

RECORDED/FILED  
06/27/2012/ 09:24:55  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY  
FILE#20120060140  
RT WY / BK 13363PG 1550  
RECORDING FEES 115.00  
TTX# 005581 T TAX 0.00  
Receipt#1468648 pete



HN 46944

3

**RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT**

THIS RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT (this "Agreement") is made and entered into this 24<sup>th</sup> day of December, 2011, by and between CPK UNION LLC, a New York Limited Liability Company, having a principal place of business c/o Cosimo's Restaurant Group, Inc., 1089 Little Britain Road, New Windsor, New York, 12553 (hereinafter referred to as "CPK") and UNION ORR, LLC, a New York Limited Liability Company having its principal place of business at 145 Otterkill Road, Mountanville, New York 10953 (hereinafter referred to as "Union").

**WITNESSETH:**

**WHEREAS**, Union is presently the owner of certain lots designated as Lots 96-1-6, 96-1-7, 96-1-8 and 96-1-9 on a certain tax map of the Town of Newburgh, County of Orange, State of New York as being more particularly depicted and described on Exhibit "A" annexed hereto and incorporated herein by reference (hereinafter collectively referred to as the "Union Property"); and

**WHEREAS**, CPK is the fee simple owner of a certain lot identified as Section 96, Block 1, Lot 11.1 on a certain tax map of the Town of Newburgh, County of Orange, State of New York ("CPK Lot") as being more fully described on Exhibit "B" annexed hereto and incorporated herein by reference (such lot referred to as the "CPK Property"); and

**WHEREAS**, in connection with the coordinated development and operation of the Union Property as set forth on Site Plan Phase I of a certain site plan of the Shoppes at Union Square as annexed hereto as Schedule "A" and made a part hereto (the "Site Plan"), CPK and Union desire to grant certain easements to each other for the benefit of the CPK Property and the Union Property as set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party hereto to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1 – ACCESS EASEMENT**

1.1 **Union Access Easement.** CPK hereby grants and conveys unto Union and the owners from time to time of the Union Property, and their successors in title and assigns, a non-exclusive, perpetual easement (the "Union Access Easement") over a portion of the CPK Property being more particularly described on the Site Plan attached hereto as the "Union Easement Area" (the "Union Easement Area"), for purposes of the passage of vehicles and pedestrians over, across and through a roadway to be located partially on the Union Property and partially on the CPK Property (the "Roadway"), together with the right to maintain and repair the

Roadway . The Union Access Easement shall be for the use and benefit of the owners, tenants, guests and other occupants from time to time of the Union Property for the duration of such occupancy, and for the customers, employees, agents, licensees, contractors, concessionaires, tenants, occupants and business invitees thereof (collectively, the "Union Beneficiaries").

1.2 CPK Access Easement. Union hereby grants and conveys unto CPK and the owners from time to time of the CPK Property, and their successors in title and assigns, a non-exclusive, perpetual easement (the "CPK Access Easement") over a portion of the Union Property being more particularly depicted on the Site Plan attached hereto as the "CPK Easement Area" (the "CPK Easement Area") , for purposes of the passage of vehicles and pedestrians over, across and through the Roadway, together with the right to maintain and repair the Roadway. The CPK Access Easement shall be for the use and benefit of the owners, tenants, guests and other occupants from time to time of the CPK Property for the duration of such occupancy, and for the customers, employees, agents, licensees, contractors, concessionaires, tenants, occupants and business invitees thereof (collectively, the "CPK Beneficiaries").

1.3 Maintenance. Union and CPK shall be responsible for their respective pro rata share (determined on respective square footage of the area owned by CPK and Union) of the cost and expense for the performance of all maintenance of and repairs to the Roadway in order to keep same in a first class condition and state of repair, and in accordance with all applicable governmental requirements. Union shall be responsible for the performance of all such maintenance and repairs contemplated hereunder and shall charge CPK with its pro rata share of expenses on a monthly basis. In the event CPK does not pay Union any amounts due within five (5) business days, such amounts shall be due with interest accruing from the date of performance of said maintenance and repairs at a rate of five percent (5%).

1.4 CPK Parking Easement. Union hereby grants and conveys unto CPK and the owners from time to time of the CPK Property, and their successors in title and assigns, a non-exclusive, perpetual easement (the "CPK Parking Easement") over a portion of the Union Property being more particularly depicted on the Site Plan attached hereto as the "CPK Parking Easement Area" (the "CPK Parking Easement Area"), for purposes of the mutual benefit of CPK and Union for the parking of vehicles in the parking spaces located or to-be-located within the CPK Parking Easement Area, and for the purpose of vehicular and pedestrian access to, ingress to and egress from the CPK Parking Easement Area. The CPK Parking Easement shall be for the mutual use and benefit of the CPK Beneficiaries and Union Beneficiaries. Union hereby reserves all of its right, title and interest in and to the CPK Parking Easement Area incident to the fee simple estate thereof and for any and all purposes not inconsistent with the CPK Parking Easement and the use of such parking area by Union as expressly permitted herein.

## ARTICLE 2 – EFFECT OF INSTRUMENT

2.1 Mortgage Subordination. Any mortgage affecting any portion of the CPK Property or Union Property affected hereby shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, or acquiring title by deed

in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Agreement.

2.2 Binding Effect. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the title to the CPK Property and the Union Property. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

2.3 Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the Agreement and its successors-in-title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors-in-title, any rights or remedies under or by reason of this Agreement.

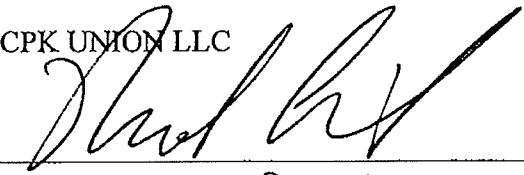
### ARTICLE 3 – MISCELLANEOUS

Recording and Filing. Any party hereto may record a counterpart of this Agreement in the Orange County, New York Clerk's Office, or in such other office as may at the time be provided by law as the proper place for recordation thereof.

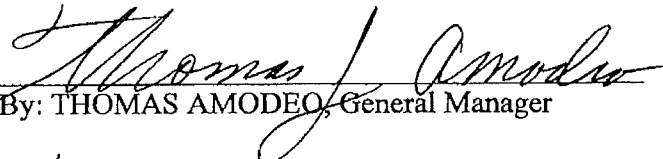
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have caused this Agreement to be signed the day and year first above written.

CPK UNION LLC

By:

  
NICOLA CITRA, MEMBER

UNION ORR, LLC

  
By: THOMAS AMODEO, General Manager

  
By: GLORIA AMODEO, General Manager

Exhibit "A"

Section 96, Block 1, Lots 6, 7, 8 and 9  
Town of Newburgh, County of Orange, State of New York  
("Union Property")

96-1-6

ALL THAT LOT, PIECE OR PARCEL SITUATE IN THE TOWN OF NEWBURGH,  
COUNTY OF ORANGE, NEW YORK AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF UNION AVENUE, SAID  
POINT BEING ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF  
UNION AVENUE REALTY TO THE SOUTHWEST AND THE PARCEL HEREIN  
DESCRIBED ON THE NORTHEAST;

THENCE FROM SAID POINT OF BEGINNING AND ALONG THE SAID DIVISION LINE  
N 61°42'00" W 210.05 FEET TO A POINT;

THENCE ALONG THE LANDS NOW OR FORMERLY OF DISTEFANO LTD. N 27°20'00"  
E, 100.01 FEET TO A POINT;

THENCE ALONG THE LANDS NOW OR FORMERLY OF BUILDERS MARKETING  
GROUP S 61°42'00" E, 211.74 FEET TO A POINT;

THENCE ALONG THE AFORESAID UNION AVENUE S 28°18'00" W, 100.00 FEET TO  
THE POINT OR PLACE OF BEGINNING.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING, SITUATE AND BEING IN  
THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND STATE OF NEW YORK  
BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF UNION AVENUE, SAID  
POINT BEING ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF  
UNION AVENUE REALTY, LLC AND THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID DIVISION LINE NORTH 64°14'45" WEST 210.05 FEET TO A  
POINT ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY THE DISTEFANO  
LIMITED PARTNERSHIP;

THENCE ALONG SAID LINE OF THE DISTEFANO LIMITED PARTNERSHIP NORTH  
24°47'15" EAST 100.01 FEET TO A POINT, SAID POINT BEING ON THE DIVISION LINE

OF LANDS NOW OR FORMERLY LITTLE BRICK HOUSE PROPERTIES, LLC AND THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID DIVISION LINE SOUTH 64°14'45" EAST 211.74 FEET TO A POINT, SAID POINT BEING ON THE NORTHWESTERLY SIDE OF UNION AVENUE;

THENCE ALONG SAID LINE OF UNION AVENUE SOUTH 25°45'21" WEST 100.00 FEET TO THE POINT OR PLACE OF BEGINNING.

96-1-7

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND STATE OF NEW YORK BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A FOUND MONUMENT ON THE WESTERLY LINE OF UNION AVENUE, AKA NEW YORK STATE ROUTE 300, SAID POINT LOCATED 356.15 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ORR AVENUE WITH THE WESTERLY LINE OF UNION AVENUE;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF LAND NOW OR FORMERLY OF DISTEFANO, NORTH 61°42' WEST, 208.36 FEET TO A POINT;

THENCE NORTH 27°20' EAST 100.01 FEET TO A POINT;

THENCE ALONG LANDS NOW OR FORMERLY OF THOBY, SOUTH 61°42' EAST 210.05 FEET TO A POINT ON THE WESTERLY LINE OF UNION AVENUE;

THENCE ALONG THE ROAD LINE SOUTH 28°18' WEST 100.00 FEET TO THE POINT OF BEGINNING.

96-1-8

ALL THAT CERTAIN LOT PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE DRIVEN IN THE GROUND ON THE EASTERLY SIDE OF ORR AVENUE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LANDS OF THE PARTIES OF THE FIRST PART;

THENCE NORTH 27°44' EAST 290.00 FEET TO AN IRON PIPE DRIVEN IN THE GROUND;

THENCE ALONG LANDS OF ACKERLY SOUTH 71°25' WEST 213.05 FEET TO AN IRON PIPE DRIVEN IN THE GROUND ON THE EASTERLY SIDE OF ORR AVENUE;

THENCE ALONG THE EASTERLY SIDE OF ORR AVENUE SOUTH 19°46' EAST 200 FEET TO THE POINT OR PLACE OF BEGINNING.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING, SITUATE AND BEING IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF ORR AVENUE, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF THE DISTEFANO LIMITED PARTNERSHIP;

THENCE ALONG THE EASTERLY LINE OF SAID LANDS OF THE DISTEFANO LIMITED PARTNERSHIP NORTH 68°27'25" EAST 213.05 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LANDS NOW OR FORMERLY UNION AVENUE REALTY, LLC;

THENCE ALONG SAID LINE OF SAID LANDS OF UNION AVENUE REALTY, LLC AND CONTINUING WITH THE LINE OF THE LANDS NOW OR FORMERLY OF DISTEFANO, HEIN AND BRECKENRIDGE SOUTH 24°47'15" WEST 290.00 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF ORR AVENUE;

THENCE ALONG SAID LINE OF ORR AVENUE NORTH 22°43'35" WEST 200.00 FEET TO THE POINT OR PLACE OF BEGINNING.

96-1-9

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND STATE OF NEW YORK AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE IN THE EASTERLY LINE OF LANDS OF ACKERLY, THE SAID STAKE BEING SOUTH 27°20' WEST 610.22 FEET FROM THE SOUTHWESTERLY CORNER OF A LOT OWNED BY WILLIAM F. AND KATHERINE V. HARVEY, AND RUNNING THENCE ALONG THE EASTERLY LINE OF LANDS OF ACKERLY, SOUTH 27°20' WEST 100.1 FEET;

THENCE, RUNNING SOUTH 61°S 42' EAST 206.67 FEET TO THE WESTERLY LINE OF UNION AVENUE;

THENCE RUNNING ALONG THE WESTERLY LINE OF UNION AVENUE, NORTH 28°18' EAST 100 FEET;

THENCE RUNNING NORTH 61°42' WEST 208.36 TO THE PLACE OF BEGINNING.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING, SITUATE AND BEING IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF UNION AVENUE, SAID POINT BEING ON THE DIVISION LINE BETWEEN LANDS NOW OR FORMERLY OF EDWARD J. AND LILLIAN HEIN AND THE PARCEL HEREIN DESCRIBED;

THENCE ALONG SAID DIVISION LINE NORTH 64°14'45" WEST 206.67 FEET TO A POINT ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY THE DISTEFANO LIMITED PARTNERSHIP;

THENCE ALONG SAID LINE OF THE DISTEFANO LIMITED PARTNERSHIP NORTH 24°47'15" EAST 100.01 FEET TO A POINT, SAID POINT BEING ON THE DIVISION LINE OF LANDS NOW OR FORMERLY UNION AVENUE REALTY, LLC AND THE LAND HEREIN DESCRIBED;

THENCE ALONG SAID DIVISION LINE SOUTH 64°14'45" EAST 208.36 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTHWESTERLY SIDE OF UNION AVENUE;

THENCE ALONG SAID LINE OF UNION AVENUE SOUTH 25°45'15" WEST 100.00 FEET TO THE POINT OR PLACE OF BEGINNING.

Exhibit "B"

Section 96, Block 1, Lot 11.1  
Town of Newburgh, County of Orange, State of New York  
("CPK Property")

96-1-11.1

All that piece or parcel of land with buildings and improvements thereon, situate, lying and being in the Town of Newburgh, County of Orange, State of New York and being more particularly bounded and described as follows:

Beginning at a point in the westerly line of Union Avenue, New York State Route 300, at the southeasterly corner of lands now or formerly of Distefano;

thence, along said westerly line of Union Avenue, South 28 degrees 20 minutes West 256.15 feet to a point in the northerly line of Orr Avenue;

thence, along the northerly, northeasterly and easterly lines of Orr Avenue, the following four (4) courses,

- (1) South 87 degrees 00 minutes 57 seconds West 23.00 feet,
- (2) North 44 degrees 55 minutes 04 seconds West 27.20 feet,
- (3) North 28 degrees 04 minutes 21 seconds West 73.04 feet, and
- (4) North 19 degrees 21 minutes 59 seconds West 129.13 feet,

to a point in the division line between the lands now or formerly of Distefano on the northwest and the parcel herein described on the southeast;

thence, along the last said division line, North 27 degrees 20 minutes East 132.83 feet to point in the division line between the lands now or formerly of Distefano on the northeast and the parcel herein described on the southwest;

thence, along the last said division line, South 61 degrees 42 minutes 04 seconds East 204.38 feet to the point or place of beginning, containing 1.00 acres of land more or less.

SCHEDULE "A"



June 25, 2012  
9133101

**WRITTEN DESCRIPTION  
PROPOSED  
PARKING EASEMENT  
SECTION 96, BLOCK 1  
LOTS 7 & 9  
IN THE TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK**

Beginning at a point on the westerly line of Union Avenue (New York State Route 300), width varies, said point being distant 290.63 feet northerly from the intersection of the said westerly line of Union Ave, if produced southerly and the northeasterly line of Orr Avenue, 22.00 feet wide, if produced southwesterly and running thence;

1. North 73°20'31" West, a distance of 204.36 feet to a point; thence
2. North 15°41'28" East, a distance of 200.01 feet to a point; thence
3. South 73°20'31" East, a distance of 210.05 feet to a point on the aforementioned westerly line of Union Avenue; thence
4. Along said westerly line of Union Avenue, South 16°39'35" West, a distance of 200.00 feet to a point; thence
5. Still along the same, North 72°53'09" West, a distance of 2.31 feet the Point of Beginning.

Encompassing an area of 41,668 square feet or 0.957 acres, more or less.

This description is prepared in accordance with a plan prepared by Langan Engineering & Environmental Services, Inc., titled "Cosimo's On Union, ALTA/ACSM Land Title Survey" Drawing No. VT 101, dated June 4, 2012 and last revised June 25, 2012.

Paul D. Fisher  
Professional Land Surveyor  
New York License No. 050784

G:\data1\9133101\Survey Data - 9133101\Office Data\Descriptions\Block 1 Lots 7 & 9 Parking Easement.doc

NJ Certificate of Authorization No: 24GA27996400

RIVER DRIVE CENTER 1 • ELMWOOD PARK, NEW JERSEY 07407-1338 • (201) 794-6900 • FAX: (201) 794-0366  
ELMWOOD PARK, NJ NEW YORK, NY NEW HAVEN, CT PHILADELPHIA, PA DOYLESTOWN, PA MIAMI, FL TRENTON, NJ

Schedule A



June 25, 2012  
9133101

**WRITTEN DESCRIPTION  
PROPOSED ACCESS EASEMENT  
SECTION 96, BLOCK 1  
PORTION OF LOTS 7, 8, 9, & 11.1  
IN THE TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK**

Beginning at a point on the northeasterly line of Orr Avenue, 22.00 feet wide, said point being distant 256.29 feet northwesterly from the intersection of said northeasterly line of Orr Avenue, if produced southwesterly, and the westerly line of Union Avenue (New York State Route 300), width varies, if produced southerly; thence running the following courses and distances;

1. Along the westerly line of said Lot 11.1 and across portions of lots 9, 7, and 6, respectively, North  $15^{\circ}41'28''$  East, a distance of 432.87 feet to a point, said point being the northwesterly corner of lot 6; thence
2. Along the northerly line of said lot 6, South  $73^{\circ}20'31''$  East, a distance of 31.57 feet to a point; thence
3. South  $15^{\circ}22'04''$  West, a distance of 53.06 feet to a point; thence
4. South  $74^{\circ}29'24''$  East, a distance of 179.01 feet to a point on the westerly line of Union Avenue (New York State Route 300), width varies; thence
5. Along said westerly line of Union Avenue, South  $16^{\circ}39'35''$  West, a distance of 60.10 feet to a point; thence
6. Leaving Union Avenue and running through lot 7, North  $75^{\circ}45'03''$  West, a distance of 177.69 feet to a point; thence
7. Running through portions of said lots 7, 9 and 11.1, South  $15^{\circ}22'04''$  West, a distance of 347.51 feet to a point on the aforementioned northeasterly line of Orr Avenue; thence
8. Along said northeasterly line of Orr Avenue, North  $31^{\circ}00'26''$  West, a distance of 46.98 feet to the Point of Beginning.

Encompassing an area of 25,795 square feet or 0.592 acres, more or less.

This description is prepared in accordance with a plan prepared by Langan Engineering & Environmental Services, Inc., titled "Cosimo's On Union, ALTA/ACSM Land Title Survey" Drawing No. VT 101, dated June 4, 2012 and last revised June 25, 2012.

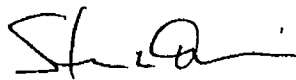
Paul D. Fisher  
Professional Land Surveyor  
New York License No. 050784

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NJ Certificate of Authorization No: 24GA27996400

RIVER DRIVE CENTER 1 • ELMWOOD PARK, NEW JERSEY 07407-1338 • (201) 794-6900 • FAX: (201) 794-0366  
ELMWOOD PARK, NJ NEW YORK, NY NEW HAVEN, CT PHILADELPHIA, PA DOYLESTOWN, PA MIAMI, FL TRENTON, NJ

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

On the 4<sup>th</sup> day of JANUARY, in the year 2012, before me, the undersigned,  
personally appeared Nicola Cetero personally known to me or proved to me on the  
basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ capacity, and that  
by his/~~her~~ signature on the instrument, the individual, or the person upon behalf of which the  
individual acted, executed the instrument.

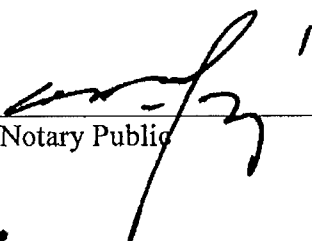


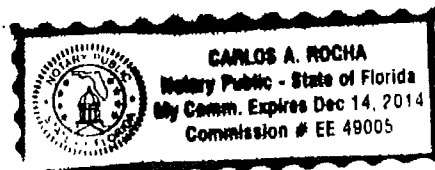
\_\_\_\_\_  
Notary Public

**STEVEN L. TARSHIS**  
Notary Public, State of New York  
No. 02TA4848142  
Qualified in Orange County  
Commission Expires March 06, 2015

STATE OF FLORIDA       )  
                                      ) ss.:  
COUNTY OF Pinellas       )

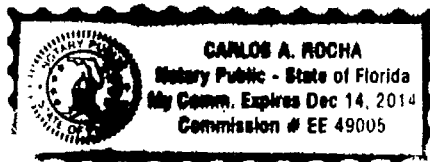
On the 14<sup>th</sup> day of December, in the year 2011, before me, the undersigned,  
personally appeared THOMAS AMODEO personally known to me or proved to me on the basis  
of satisfactory evidence to be the individual whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his capacity, and that by his signature on  
the instrument, the individual, or the person upon behalf of which the individual acted, executed  
the instrument.

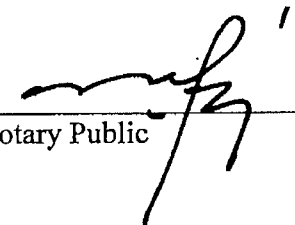
  
\_\_\_\_\_  
Notary Public



STATE OF FLORIDA            )  
  ) ss.:  
COUNTY OF Broward )

On the 24 day of December, in the year 2011, before me, the undersigned,  
personally appeared GLORIA AMODEO personally known to me or proved to me on the basis  
of satisfactory evidence to be the individual whose name is subscribed to the within instrument  
and acknowledged to me that she executed the same in her capacity, and that by her signature on  
the instrument, the individual, or the person upon behalf of which the individual acted, executed  
the instrument.



  
\_\_\_\_\_  
Notary Public

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

UNION ORR, LLC

TO

CPK UNION LLC

SECTION 96 BLOCK 1 LOT 8

RECORD AND RETURN TO:  
(name and address)

TARSHIS, CATANIA, LIBERTH, MAHON &  
MILLIGRAM, PLLC  
1 CORWIN COURT, PO BOX 1479  
NEWBURGH, NY 12550  
ATTN: DANIEL SULLIVAN



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 RT. Way

## PROPERTY LOCATION

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)
2003 SO. BLOOMING GROVE (VLG)	4203 MONTGOMERY (VLG)
2289 CHESTER (TN)	4205 WALDEN (VLG)
2201 CHESTER (VLG)	4489 MOUNT HOPE (TN)
2489 CORNWALL (TN)	4401 OTISVILLE (VLG)
2401 CORNWALL (VLG)	X 4600 NEWBURGH (TN)
2600 CRAWFORD (TN)	4800 NEW WINDSOR (TN)
2800 DEERPARK (TN)	5089 TUXEDO (TN)
3089 GOSHEN (TN)	5001 TUXEDO PARK (VLG)
3001 GOSHEN (VLG)	5200 WALLKILL (TN)
3003 FLORIDA (VLG)	5489 WARWICK (TN)
3005 CHESTER (VLG)	5401 FLORIDA (VLG)
3200 GREENVILLE (TN)	5403 GREENWOOD LAKE (VLG)
3489 HAMPTONBURGH (TN)	5405 WARWICK (VLG)
3401 MAYBROOK (VLG)	5600 WAWAYANDA (TN)
3689 HIGHLANDS (TN)	5889 WOODBURY (TN)
3601 HIGHLAND FALLS (VLG)	5801 HARRIMAN (VLG)
3889 MINISINK (TN)	5809 WOODBURY (VLG)
3801 UNIONVILLE (VLG)	CITIES
4089 MONROE (TN)	0900 MIDDLETOWN
4001 MONROE (VLG)	1100 NEWBURGH
4003 HARRIMAN (VLG)	1300 PORT JERVIS
4005 KIRYAS JOEL (VLG)	9999 HOLD

NO. PAGES 9 CROSS REF. \_\_\_\_\_  
CERT. COPY \_\_\_\_\_ ADD'L X-REF. \_\_\_\_\_  
MAP# \_\_\_\_\_ PGS. \_\_\_\_\_  
PAYMENT TYPE: CHECK X  
CASH \_\_\_\_\_  
CHARGE \_\_\_\_\_  
NO FEE \_\_\_\_\_

Taxable  
CONSIDERATION \$ \_\_\_\_\_  
TAX EXEMPT \_\_\_\_\_  
Taxable  
MORTGAGE AMT. \$ \_\_\_\_\_

## 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/1 OR 2  
\_\_\_\_ (K) CONDO

*Donna L. Benson*

DONNA L. BENSON  
ORANGE COUNTY CLERK

Received From

*Hill-n-Dale*

RECORDED/FILED  
06/27/2012/ 09:24:55  
DONNA L. BENSON  
County Clerk  
ORANGE COUNTY, NY  
FILE#20120060138  
RT WY / BK 13363PG 1525  
RECORDING FEES 90.00  
TTX# 005579 T TAX 0.00  
Receipt#1468648 pete



Hw 46944

(1)

**GRANT OF RIGHT-OF-WAY AND PERMANENT EASEMENT**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of December, 2011, among UNION ORR, LLC, a New York Limited Liability Company having its principal place of business at 145 Otterkill Road, Mountainville, New York 10953 (hereinafter referred to as "Grantor") and CPK UNION LLC, a New York Limited Liability Company, having a principal place of business c/o Cosimo's Restaurant Group, Inc., 1089 Little Britain Road, New Windsor, New York, 12553 (hereinafter referred to as "Grantee").

**WITNESSETH:**

The Grantor is the fee simple owner of a certain lot identified as Section 96, Block 1, Lot 8 on a certain tax map of the Town of Newburgh, County of Orange, State of New York (the "Grantor's Property") as set forth on Exhibit "A" annexed hereto and made a part hereof.

That the Grantor, in consideration of One (\$1.00) Dollar, paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, sell and convey to the Grantee, its successors and assigns, a permanent right-of-way and easement, on, over, in, under and across a portion of the Grantor's Property, described as a mobile garbage bin area and detailed in a certain Site Plan set forth in Schedule "A", which is annexed hereto and made a part hereof ("Easement Property").

Said right-of-way and easement are for the purposes of the Grantee and its assigns, licensees, tenants, employees, and employees of garbage haulers, to utilize the area for the placement and use of a mobile garbage bin ("MGB") and a right-of-way into and out of the parcels owned, controlled, leased or otherwise in use by the Grantee, and its successors and/or assigns.

The area will be sufficient for a MGB and required clearance for access (i.e. gate, door, fencing and enclosures) and will also provide for the installation and maintenance of any required concrete pad or other material to sustain the weight of the MGB and trucks to remove said garbage. The Easement shall be installed and maintained by the Grantee.

The Grantor agrees to provide a clear access route to the Easement Property to provide access for trucks to the MGB area and to the public roadway, to remove garbage.

The Grantor agrees to allow the Grantee to build, erect and maintain any structures, fixtures, surfaces, etc., to comply with any local planning board requirements, local laws and local health department regulations in regard to the storage and removal of garbage.

The Grantor, its successors and assigns, will not erect any structure on the aforesaid easement and right-of-way and agree not to do any act which would interfere with or hinder the construction, operation, repair, maintenance or reconstruction of the said MGB area and appurtenances.

The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the Grantee, its successors and assigns, its licensees, tenants, invitees, and guests.

#### EFFECT OF INSTRUMENT

A. Mortgage Subordination. Any mortgage affecting any portion of the Grantor's Property affected hereby shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Agreement.

B. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.


#### MISCELLANEOUS

Recording and Filing. Any party hereto may record a counterpart of this Agreement in the Orange County, New York Clerk's Office, or in any such other office as may at the time be provided by law as the proper place for recordation thereof.

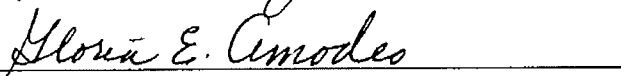
**IN WITNESS WHEREOF**, the Grantor has caused this indenture to be signed the day and year first above written.

Grantor:

UNION ORR, LLC



By: THOMAS AMODEO, General Manager

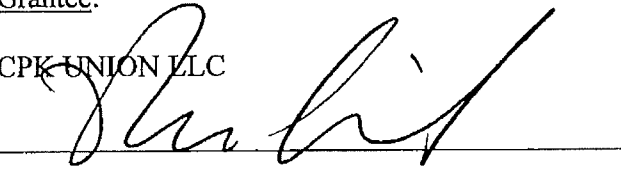


By: GLORIA AMODEO, General Manager

Grantee:

CPK UNION LLC

By:



NICOLA CITERA, MANAGING MEMBER

Exhibit "A"

Section 96, Block 1, Lot 8  
Town of Newburgh, County of Orange, State of New York  
("Grantor's Property")

96-1-8

ALL THAT CERTAIN LOT PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE DRIVEN IN THE GROUND ON THE EASTERLY SIDE OF ORR AVENUE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF LANDS OF THE PARTIES OF THE FIRST PART;

THENCE NORTH 27°44' EAST 290.00 FEET TO AN IRON PIPE DRIVEN IN THE GROUND;

THENCE ALONG LANDS OF ACKERLY SOUTH 71°25' WEST 213.05 FEET TO AN IRON PIPE DRIVEN IN THE GROUND ON THE EASTERLY SIDE OF ORR AVENUE;

THENCE ALONG THE EASTERLY SIDE OF ORR AVENUE SOUTH 19°46' EAST 200 FEET TO THE POINT OR PLACE OF BEGINNING.

ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND LYING, SITUATE AND BEING IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY SIDE OF ORR AVENUE, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF THE DISTEFANO LIMITED PARTNERSHIP;

THENCE ALONG THE EASTERLY LINE OF SAID LANDS OF THE DISTEFANO LIMITED PARTNERSHIP NORTH 68°27'25" EAST 213.05 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LANDS NOW OR FORMERLY UNION AVENUE REALTY, LLC;

THENCE ALONG SAID LINE OF SAID LANDS OF UNION AVENUE REALTY, LLC AND CONTINUING WITH THE LINE OF THE LANDS NOW OR FORMERLY OF DISTEFANO, HEIN AND BRECKENRIDGE SOUTH 24°47'15" WEST 290.00 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF ORR AVENUE;

THENCE ALONG SAID LINE OF ORR AVENUE NORTH 22°43'35" WEST 200.00 FEET  
TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE "A"



June 25, 2012  
9133101

**WRITTEN DESCRIPTION  
PROPOSED 'DUMPSTER'  
ACCESS EASEMENT  
SECTION 96, BLOCK 1  
LOT 8  
IN THE TOWN OF NEWBURGH  
ORANGE COUNTY, NEW YORK**

Commencing at a point on the northeasterly line of Orr Avenue, 22.00 feet wide, said point being distant 256.29 feet northwesterly from the intersection of said northeasterly line of Orr Avenue, if produced southwesterly, and the westerly line of Union Avenue (New York State Route 300), width varies, if produced southerly; thence running the following course and distance to the Point of Beginning;

- A. Along the easterly line of Section 96, Block 1, Lot 8, North 15°41'28" East, a distance of 12.60 feet to the Point of Beginning; thence
  - 1. North 74°18'32" West, a distance of 20.00 feet to a point; thence
  - 2. North 15°41'28" East, a distance of 20.00 feet to a point; thence
  - 3. South 74°18'32" East, a distance of 20.00 feet to a point on the aforementioned dividing line of Lots 8 & 11.1 ; thence
  - 4. Along the same, South 15°41'28" West, a distance of 20.00 feet to the Point of Beginning.

Encompassing an area of 400 square feet or 0.009 acres, more or less.

This description is prepared in accordance with a plan prepared by Langan Engineering & Environmental Services, Inc., titled "Cosimo's On Union, ALTA/ACSM Land Title Survey" Drawing No. VT 101, dated June 4, 2012 and last revised June 25, 2012.

Paul D. Fisher  
Professional Land Surveyor  
New York License No. 050784

G:\data1\9133101\Survey Data - 9133101\Office Data\Descriptions\Block 1 Lots 11.1 & 6.2 Dumpster Access  
Easement.doc

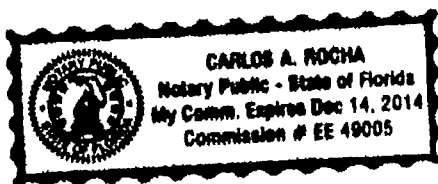
NJ Certificate of Authorization No: 24GA27996400

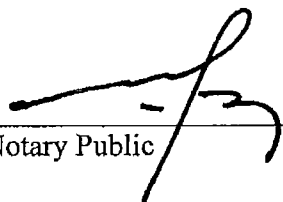
RIVER DRIVE CENTER 1 • ELMWOOD PARK, NEW JERSEY 07407-1338 • (201) 794-6900 • FAX: (201) 794-0366

ELMWOOD PARK, NJ NEW YORK, NY NEW HAVEN, CT PHILADELPHIA, PA DOYLESTOWN, PA MIAMI, FL TRENTON, NJ

STATE OF FLORIDA            )  
  ) ss.:  
COUNTY OF Broward )

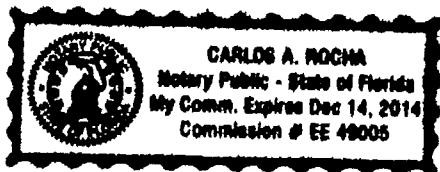
On the 24<sup>th</sup> day of December, in the year 2011, before me, the undersigned,  
personally appeared THOMAS AMODEO personally known to me or proved to me on the basis  
of satisfactory evidence to be the individual whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his capacity, and that by his signature on  
the instrument, the individual, or the person upon behalf of which the individual acted, executed  
the instrument.

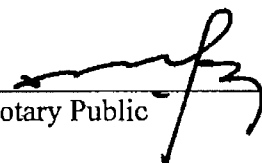


  
\_\_\_\_\_  
Notary Public

STATE OF FLORIDA            )  
  ) ss.:  
COUNTY OF Broward )

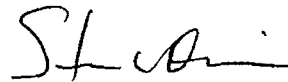
On the 24<sup>th</sup> day of December, in the year 2011, before me, the undersigned,  
personally appeared GLORIA AMODEO personally known to me or proved to me on the basis  
of satisfactory evidence to be the individual whose name is subscribed to the within instrument  
and acknowledged to me that she executed the same in her capacity, and that by her signature on  
the instrument, the individual, or the person upon behalf of which the individual acted, executed  
the instrument.



  
\_\_\_\_\_  
Notary Public

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

On the 4<sup>th</sup> day of January, in the year 2011, before me, the undersigned,  
personally appeared Nicola Cifara personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his capacity, and that by his  
signature on the instrument, the individual, or the person upon behalf of which the individual  
acted, executed the instrument.



\_\_\_\_\_  
Notary Public

**STEVEN L. TARSHIS**  
Notary Public, State of New York  
No. 02TA4948142  
Qualified in Orange County  
Commission Expires March 06, 2015