

**GAM PROPERTY CORP.**

**TO**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

---

**LEASE AGREEMENT**

---

*This conveyance of leasehold interest concerns a portion of a certain parcel of land located at  
3 Police Drive in the Village and the Town of Goshen, Orange County, New York  
TMID No.: Part of 122-1-11*

**Dated as of February 1, 2020**

**LEASE AGREEMENT**  
**(Company to Agency)**

THIS **LEASE AGREEMENT**, dated as of the 1<sup>st</sup> day of February, 2020 (the "Lease Agreement"), is by and between **GAM PROPERTY CORP.**, a corporation duly organized and validly existing under the laws of the State of New York with offices at 3 Police Drive, Goshen, New York 10924 (the "Company") and **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

W I T N E S S E T H:

The Company desires to rent to the Agency the vacant land described in **Schedule A** attached hereto (the "Leased Premises") pursuant to the terms contained herein, during the term of that certain leaseback agreement, between the Agency and the Company, dated as of the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Granting Clause.** The Company hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Lease Agreement.
2. **Warranty of Title.** The Company warrants that it has a good and marketable leasehold interest in the Leased Premises and forever warrants such leasehold interest in the Leased Premises.
3. **Term.** The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").
4. **Rent.** The Agency agrees that it will pay to the Company, for the use of the Leased Premises, rent of One and No/100 Dollar (\$1.00) per annum.
5. **Taxes.** The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. **Maintenance and Insurance of Premises.** The Company shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. **Lease Expiration.** The parties agree that at the expiration of the Lease Term the Agency will surrender the Leased Premises to the Company pursuant to the terms and conditions

of this Lease Agreement and the Leaseback Agreement in the then condition of the Leased Premises.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, constructing, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or negligence on the part of the indemnified party.

9. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Facility and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Agency or by a third party, by purchase or otherwise.

10. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency:

Orange County Industrial Development Agency  
Orange County Business Accelerator  
4 Crotty Lane, Suite 100  
New Windsor, New York 12553  
Attn: Laurie Villasuso, Chief Executive Officer

With Copy To:

Kevin T. Dowd, Esq.  
Attorney - Orange County IDA  
46 Daisy Lane  
Montgomery, New York 12549

And To:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Russell E. Gaenzle, Esq.

To the Company:

GAM Property Corp.  
3 Police Drive  
Goshen, New York 10924  
Attn: Herbert Zakarin, President

With Copy To:

Isidor Friedenberg, Esq.  
2 Cara Drive  
Suffern, New York 10901

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby; provided that such employees did not engage in willful misconduct or negligent acts or omissions.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York (the "State") or Orange County, New York, and neither the State nor Orange County, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Leased Premises (except for revenues derived by the Agency with respect to the Unassigned Rights (as such term is defined in the Leaseback Agreement)).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall place, in an account with the Agency, an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or

decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

12. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to any future mortgages granted by the Company in favor of any lender (the "Mortgagee"), executed and delivered herewith and all further mortgages, modifications, extensions or renewals thereof and to all advances secured thereunder together with interest thereon hereafter placed on the Leased Premises with the consent of the Mortgagee, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the amounts described in Section 2.6 of the Leaseback Agreement or its the Unassigned Rights (as defined in the Leaseback Agreement).

13. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

**GAM PROPERTY CORP.**

By: 

Herbert Zakarin, President

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_

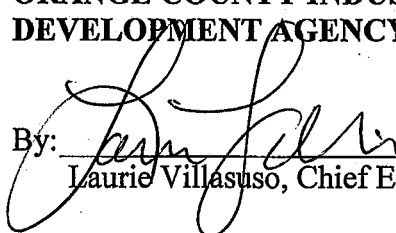
Laurie Villasuso, Chief Executive Officer

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

**GAM PROPERTY CORP.**

By: \_\_\_\_\_  
Herbert Zakarin, President

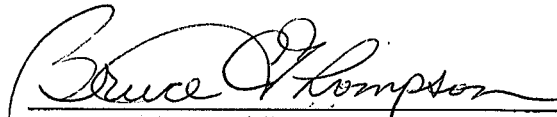
**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_  
Laurie Villasuso, Chief Executive Officer

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

On the 26<sup>th</sup> day of February in the year 2020, before me, the undersigned, personally appeared **HERBERT ZAKARIN**, 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.

BRUCE C. THOMPSON  
Notary Public, State Of New York  
No. 01TH6055498  
Qualified In Orange County  
Commission Expires February 26, 20 23

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

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

On the \_\_\_\_ day of February in the year 2020, before me, the undersigned, personally appeared **LAURIE VILLASUSO**, 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     )  
COUNTY OF ORANGE    )     SS.:

On the \_\_\_\_ day of February in the year 2020, before me, the undersigned, personally appeared **HERBERT ZAKARIN**, 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 NEW YORK     )  
COUNTY OF ORANGE    )     SS.:

On the 26<sup>th</sup> day of February in the year 2020, before me, the undersigned, personally appeared **LAURIE VILLASUSO**, 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

<b>KELLY A. REILLY</b> Notary Public, State of New York Registration #01RE6256838 Qualified in Ulster County Commission Expires March 5, 2020
---

## SCHEDULE A

### Legal Description of Premises

ALL that certain parcel of land, with the building and improvements erected thereon, situate in the Village and Town of Goshen, County of Orange, State of New York. Said parcel being known as Lot 2C-3C-2 on a filed map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate Industrial Park", filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337.

**BEGINNING** at found bar in the southerly bounds of Police Drive, formerly known as Maple Avenue Extension, at a easterly corner of the Lands n/f of Lasalle Bank National Association, Liber 5502, Page 29 and the northwesterly corner of the herein described parcel of land,

**FROM** said point of beginning and along the southerly bounds of Police Drive, aka Maple Avenue Extension, the following three [3] courses and distances:

- [1] N 64-28-07 E, 19.63 feet; **THENCE**,
- [2] along a curve to the left having a radius of 1,315.00 feet an arc length of 197.86 feet. Said curve having a chord bearing and distance of, N 75-57-48 E, 197.67 feet; **THENCE**,

[3] N 71-39-00 E, 27.99 feet to a found bar at the northwesterly corner of the Lands n/f of Alz, Inc., Liber 5232, Page 317; **THENCE**, along the westerly bounds of the Lands n/f of Alz, Inc. the following three [3] courses and distances:

- [1] S 23-04-04 W, 97.74 feet to a set bar; **THENCE**,
- [2] S 16-43-28 E, 283.02 feet to a found bar; **THENCE**,

[3] S 33-13-28 E, 257.58 feet to a found bar and the northerly bounds of the Lands n/f of Minolta Advance Technology, Inc., Liber 5289, Page 291; **THENCE**, along the northerly bounds of the Lands n/f of Minolta Advance Technology, Inc., S 48-16-32 W, 150.16 feet to a found bar at the northeasterly corner of the Lands n/f of Lawrence Meinwald, Liber 5725, Page 256; **THENCE**, along the northerly bounds of the Lands n/f of Lawrence Meinwald, S 48-24-34 W, 568.90 feet to a found pipe in the easterly bounds of the Lands n/f of Makuen Realty Assoc., Liber 2884, Page 256. Said pipe also marking the division line between the Town of Goshen and the Village of Goshen. **THENCE**, partially along said division line and the easterly bounds of the Lands n/f of Makuen Realty Assoc. and the easterly bounds of the Lands n/f of Bals Yaakov of Brooklyn, Liber 5718, page 173, N 40-40-00 W, 346.32 feet to a found bar; **THENCE**, continuing along the Lands n/f of Bals Yaakov of Brooklyn, N 32-32-46 W, 446.56 feet to a set bar in the southerly bounds of the Lands n/f of the aforementioned Lasalle Bank National Association. Said bar also marking the division line between the Town of Goshen and the Village of Goshen. **THENCE**, along the southerly bounds of the Lands n/f of Lasalle Bank National Association and said division line the following three [3] courses and distances:

- [1] N 62-54-00 E, 290.00 feet; **THENCE**,
- [2] N 62-51-30 E, 385.00 feet to a set bar; **THENCE**,

[3] N 22-46-01 W 45.50 feet to the place of beginning.

CONTAINING 12.519 acres more or less,

BEARINGS refer to North as per Filled Map 9337.

BEING the same premises conveyed by AUSA Life Insurance Company to 3 Police Drive Associates, LLC by deed dated March 28, 2000 and recorded in the Orange County Clerk's Office on April 3, 2000 in Deed Liber 5270, Page 53.

SUBJECT TO operation and maintenance of a sanitary sewer pumping station on a 40 feet by 40 feet parcel of land. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York.

BEGINNING at a point in the westerly boundary line of the Lands n/f of Aiz, Inc., Liber 5232, Page 317. Said point being located S 23-04-04 W, 97.74 feet and S 16-43-28 E, 25.00 feet from a found bar in the southerly bounds of Police Drive, formerly known as Maple Avenue Extension at the northeasterly corner of tax parcel, section 122, block 1, lot 11.

FROM said point of beginning and along the westerly bounds of the Lands n/f of Aiz, Inc., S 16-43-28 E, 40.00 feet; THENCE, through tax parcel, section 122, block 1, lot 11 the following three [3] courses and distances:

[1] S 73-16-32 W, 40.00; THENCE,

[2] N 16-43-28 W, 40.00; THENCE,

[3] N 73-16-32 E, 40.00 feet to the place of beginning.

CONTAINING 1600 square feet more or less.

THE above described easement is for the benefit of Westgate-Goshen, Inc., its successors and assigns to operate and maintain a sanitary sewer pumping station on a 40 feet by 40 feet parcel.

SUBJECT TO a sanitary sewer easement for the purpose laying, relaying, maintaining and the usage of a sanitary sewer force main. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York. Said easement being 20 feet in width, 10 feet each side of centerline:

BEGINNING at a point in the westerly boundary line of the Lands n/f of Aiz, Inc., Liber 5232, Page 317, and the easterly line of tax parcel, section 122, block 1, lot 11; Lot 2C-3C-2 on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337. Said point being located S 23-04-04 W, 33.34 feet from a found bar in the southerly bounds of Police Drive, formerly known as Maple Avenue Extension at the northeasterly corner of tax parcel, section 122, block 1, lot 11.

FROM said point of beginning and through tax parcel, section 122, block 1, lot 11 [lot 2C-3C-2], the following three [3] courses and distances:

[1] S 71-39-00 W, 13.32 feet; THENCE,

[2] S 23-04-04 W, 58.24 feet; THENCE,

[3] S 16-43-28 E, 27.66 feet to the northerly line of a 1600 square foot sanitary pumping station easement. [easement No. 1]

THE above described easement is for the benefit of Westgate-Goshen, Inc., its successors and assigns.

TOGETHER WITH a sanitary sewer easement for the purpose of laying, relaying, maintaining and usage thereof. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York. Said easement being 20 feet in width, 10 feet each side of centerline.

BEGINNING at a point in the westerly boundary line of the Lands n/f of Aiz, Inc., Liber 5232, Page 317, and the easterly line of tax parcel, section 122, block 1, lot 11; Lot 2C-3C-2 on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337. Said point being located S 23-04-04 W, 33.34 feet from a found bar in the southerly bounds of Police Drive, formerly known as Maple Avenue Extension at the northeasterly corner of tax parcel, section 122, block 1, lot 11. [lot 2C-3C-2]

FROM said point of beginning and through the Lands n/f of Aiz, Inc. [lot 2C-3C-1], N 71-39-00 E, 647.05 feet to the westerly line of Hatfield Lane Extension.

THE above described easement is for the benefit of Lot 2C-3C-2, its successors and assigns.

TOGETHER WITH an easement over a secondary access road, described as follows:

ALL that certain secondary access road through the Lands n/f of Aiz, Inc., Liber 5232, Page 317; Lot 2C-3C-1 as shown on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337.

SAID secondary access road shall be cleaned of any snow and access to the General Electric site shall be maintained at all times. The access road shall be adequately marked in the field such that it remains visible during snow conditions. All the foregoing shall be the responsibility of the owner of Lot 2C-3C-2.

THE above described easement is for the benefit of Lot No. 2C-3C-2, its successors and assigns.

SUBJECT TO a sanitary sewer easement for the purpose of laying, relaying, maintaining and usage thereof. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York. Said easement being 20 feet in width, 10 feet each side of centerline.

BEGINNING at a point in the northerly boundary line of Lot 2C-3C-2 on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337. Said point being located 115.99 feet westerly of the northeasterly corner of Lot No. 2C-3C-2. THENCE, passing through Lot 2C-3C-2 in a southerly direction to a 1600 square foot sanitary pumping station. [easement No. 1]

THE above easement is for the benefit of Westgate-Goshen, Inc., its successors and assigns.

SUBJECT TO a gravity sanitary sewer easement for the purpose of laying, relaying, maintaining and usage thereof. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York. Said easement being 20 feet in width, 10 feet each side of centerline.

BEGINNING at a point in the northerly boundary line of Lot 2C-3C-2 on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337. Said point being located 115.99 feet westerly from the northeasterly corner of Lot 2C-3C-2. THENCE, passing through the Lands n/f of Westgate-Goshen, Inc., in a westerly direction for 160.86 feet.

THE above easement is for the benefit of Westgate-Goshen, Inc., its successors and assigns.

SUBJECT TO an easement for the purpose of constructing, maintaining and usage of a storm water detention pond. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York.

BEGINNING at a point in the northwesterly corner of Lot 2C-3C-2 and the northeasterly corner of Lot 2C-3C-3 as shown on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate-Goshen Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337.

FROM said point of beginning and along the division line between Lot 2C-3C-2 and Lot 2C-3C-3, S 32-32-46 E, 63.00 feet; THENCE, through Lot 2C-3C-2 the following three [3] courses and distances:

[1] N 73-01-57 E, 139.57 feet; THENCE,

[2] N 46-30-00 E, 132.00 feet; THENCE,

[3] N 27-06-00 W, 50.00 feet to the northwesterly line of said parcel; thence, along the northwesterly line of said parcel, S 62-54-00 W, 270.00 feet to the place of beginning.

CONTAINING 19,182 square feet or 0.440 acres more or less.

THE above described easement is for the benefit of Westgate-Goshen, Inc., its successors and assigns for the purpose of constructing, maintaining and the usage of a storm water detention pond.

TOGETHER WITH an easement for the purpose of constructing, maintaining and usage of a storm water detention pond. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York.

BEGINNING at a point in the northwesterly corner of Lot 2C-3C-2 and the northeasterly corner of Lot 2C-3C-3 as shown on a map entitled, "Resubdivision ~ Lot 2C-3C ~ Westgate-Goshen Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337.

FROM said point of beginning and along the division line between Lot 2C-3C-2 and Lot 2C-3C-3, S 32-32-46 E, 63.00 feet; THENCE, through Lot 2C-3C-3 the following four [4] courses and distances:

[1] S 50-30-00 W, 82.00 feet; THENCE,

[2] S 62-54-00 W, 77.00 feet; THENCE,

[3] S 83-27-00 W, 94.93 feet; THENCE,

[4] N 27-06-00 W, 47.00 feet to the northwesterly line of said parcel; thence, along the northwesterly line of said parcel, N 62-54-00 E, 240.00 feet to the place of beginning.

CONTAINING 17,384 square feet or 0.399 acres more or less.

THE above described easement is for the benefit of Lot 2C-3C-2, its successors and assigns for the purpose of constructing, maintaining and the usage of a storm water detention pond.

TOGETHER WITH an easement for the purpose of constructing, maintaining and usage of a storm water detention pond. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York. Said easement being 15 feet in width, 7.5 feet each side of centerline.

BEGINNING at a point in the westerly boundary line of the Lands n/f of Aiz, Inc., Liber 5232, Page 317, Lot 2C~3C~1 on a map entitled, "Resubdivision ~ Lot 2C~3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337, and the easterly line of tax parcel, section 122, block 1, lot 11; Lot 2C~3C~2 on a said filed map. Said point being located S 23-04-04 W, 10.00 feet from a found bar in the southerly bounds of Police Drive, formerly known as Maple Avenue Extension at the northeasterly corner of tax parcel, section 122, block 1, lot 11.

FROM said point of beginning and through Lot 2C~3C~1, the following two [2] courses and distances:

[1] N 71-39-00 E, 582.44 feet; THENCE,

[2] S 88-26-27 E, 51.73 feet to a point in the westerly line of Hatfield Lane.

THE above described easement is for the benefit of Lot 2C~3C~2., its successors and assigns.

SUBJECT TO an easement for the purpose of constructing, maintaining and usage of a storm water detention pond. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York. Said easement being 15 feet in width, 7.5 feet each side of centerline.

BEGINNING at a point in the westerly boundary line of the Lands n/f of Aiz, Inc., Liber 5232, Page 317, Lot 2C~3C~1 on a map entitled, "Resubdivision ~ Lot 2C~3C ~ Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337, and the easterly line of tax parcel, section 122, block 1, lot 11; Lot 2C~3C~2 on a said filed map. Said point being located S 23-04-04 W, 10.00 feet from a found bar in the southerly bounds of Police Drive, formerly known as Maple Avenue Extension at the northeasterly corner of tax parcel, section 122, block 1, lot 11.

FROM said point of beginning and through Lot 2C~3C~2, the following three [3] courses and distances:

[1] S 48-04-29 W, 74.91 feet; THENCE,

[2] S 73-15-56 W, 110.80 feet; THENCE,

[3] S 60-59-28 W, 459.45 feet [deed 459.88 feet] to the easterly line of a 0.440 acre detention pond parcel within Lot 2C~3C~2. [easement No. 7]

THE above described easement is for the benefit of Westgate-Goshen, Inc., its successors and assigns.

SUBJECT TO an easement for the purpose of installing and maintaining a watermain. Said easement being granted to the Village of Goshen under indenture dated December 21, 1988 and recorded in the Orange County Clerk's Office on February 23, 1989 in Deed Liber 3091, Page 101. Said parcel being bounded and described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York.

BEGINNING at a point on the southerly side of Police Drive, formerly known as Maple Avenue Extension and the northerly bounds of Lot 2C-3C-2 on a map entitled, "Resubdivision - Lot 2C-3C - Westgate Industrial Park," filed in the Orange County Clerk's Office on February 16, 1989 as Map No. 9337. Said point being located N 64-28-07 E, 19.65 and N 79-21-02 E, 42.79 feet from a found bar at the northeasterly corner of the Lands n/f of Lasalle Bank National Association, Liber 5502, Page 29 and the northwesterly corner of Lot No. 2C-3C-2.

FROM said point of beginning and through Lot 2C-3C-2, the following three [3] courses and distances:

[1] S 10-23-30 E, 129.98 feet; THENCE,

[2] N 79-36-30 E, 20.00 feet; THENCE,

[3] N 10-23-30 W, 130.56 feet to the southerly line of Police Drive; THENCE, along the southerly side of Police Drive on a curve to the right with a radius of 1315.00 feet an arc length of 20.01 feet. Said curve having a chord bearing and distance of S 77-57-08 W, 20.01 feet to the place of beginning.

CONTAINING 2,605 square feet more or less.

SUBJECT TO an easement for ingress and egress. Said parcel being described as follows:

ALL that certain parcel of land, situate in the Village of Goshen, County of Orange and State of New York.

ALL that certain easement for the purpose of ingress and egress as an access route over and through the entrance, driveway, parking area and gravel fire lane area as indicated on a certain survey map entitled, "Lands to be conveyed to API-Goshen Associates by Westgate Goshen Inc. and Crow-Zuckerman II," and continuing in a westerly direction through Lot 2C-3C-2 from the westerly line of such gravel fire lane, as indicated on such survey map, approximately 140 feet more or less on an area 15 feet in width to the easterly line of Lot 2C-3C-3.