



Dutchess County Clerk Recording Page

Record & Return To :

CORBALLY GARTLAND & RAPPLEYEA  
35 MARKET ST  
POUGHKEEPSIE, NY 12601-

Date Recorded : 11/19/2013

Time Recorded : 4:12:00

Document # : 02 2013 6208

Received From : CORBALLY GARTLAND &  
RAPPLEYEA

GrantorSAINT FRANCIS HOSPITAL

Grantee : HIGHLANDS AT BEACON LLC

Recorded In : Deed

Instrument Type : CORR

Tax District : City of Beacon

Examined and Charged As Follows :

Recording Charge : \$131.00

Number of Pages : 17

Transfer Tax Amount : \$0.00

Transfer Tax Number : #1903

Red Hook Transfer Tax :

E & A Form: N

TP-584 : Y

\*\*\* Do Not Detach This Page

\*\*\* This Is Not A Bill

107/4290  
13/5939

County Clerk By : cth / \_\_\_\_\_

Receipt #: R64173

Batch Record : D84

Bradford Kendall  
County Clerk



0220136208



CORRECTION ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS CORRECTION ACCESS EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement"), made as of October 29, 2013, by and between SAINT FRANCIS' HOSPITAL, POUGHKEEPSIE, NEW YORK, a New York not-for-profit corporation, with offices at 241 North Road, Poughkeepsie, New York 12601 (the "Hospital" or "the party of the first part") and HIGHLANDS AT BEACON LLC, a New York limited liability company, with an address of c/o Mr. Moshe Ziv, 2000 Broadway Suite 17-B, New York, New York 10023 ("HOB" or "the party of the second part").

WHEREAS, St. Francis Healthcare Foundation, Inc. (the "Foundation") and HOB heretofore entered into a contract of sale whereby the Foundation sold to HOB and HOB purchased certain real property from the Foundation located in the City of Beacon, County of Dutchess and State of New York (the "Foundation Property"); and

WHEREAS, the Foundation Property is adjacent to lands owned by the Hospital (the "Hospital Property"); and

WHEREAS, the approvals obtained by HOB with respect to the Foundation Property include a requirement that access be obtained by HOB over the Hospital Property to Delavan Avenue in the City of Beacon, New York; and

WHEREAS, transfer of title of the Foundation Property from the Foundation to HOB took place on March 29, 2007 and simultaneous therewith the Foundation caused the Hospital to grant HOB an access easement over the Hospital Property (the "Original Easement Agreement"); and

WHEREAS, the Original Easement Agreement was recorded in the Dutchess County Clerk's Office on June 19, 2007 as Document No. 02-2007-4290; and

WHEREAS, the Hospital and HOB have determined that the extent and purposes of the easement was not fully described in the Original Easement Agreement; and

WHEREAS, HOB and the Hospital desire to enter into this correction easement agreement both to correct the description of the real property affected thereby and to clarify the purposes for which the easement is granted.

NOW THEREFORE, in consideration of the mutual covenants and promise contained herein, the Hospital and HOB agree as follows

1. The Hospital hereby grants and conveys in perpetuity to HOB, its successors and assigns, an easement (the "Easement") for access purposes by pedestrians and vehicles over and across the Hospital Property described in Schedule A hereto and for utility purposes related solely to the performance of the obligations of HOB set forth in Exhibit A, annexed hereto and made a part hereof. HOB agrees to complete any improvements to the Easement strictly in accordance with the terms and conditions of that certain contract of sale between the Foundation,

the Hospital and HOB dated May 16, 2006 (the "Contract"). For the sake of clarity, those terms and conditions are set forth on Exhibit A hereto.

2. During the term of this Agreement and as long as the Easement exists, HOB will pay the Hospital a maintenance fee based on the total cost of road maintenance and repair to Hastings Drive (aside from Capital Improvements defined as any repair in excess of \$5,000 unless such Capital Improvement is within the shared area of the existing roadway on the Hospital property known as "Hastings Drive" - Hastings Drive being that portion of the easement described on Schedule A hereto delineated as such) divided by the percentage of the shared road and sidewalk area between the parties. The maintenance fee will be shared equally between Hospital and HOB. For example, if the total cost for the year is \$50,000 and the shared roadway and sidewalk make up 20% of total roadway system, then, each party is responsible for 10% of the total maintenance budget or \$5,000. HOB will post a \$7,000 escrow with the Hospital at time of closing for the first year. The Hospital will provide an accounting of the maintenance within thirty (30) days of the calendar year end and any differences will be adjusted between the parties. After the first year, the Hospital will bill HOB on a quarterly basis. Any disputes arising from this clause shall be referred to an arbitrator.

Anything contained in this Paragraph 2 or elsewhere in this Easement Agreement to the contrary notwithstanding, at such time as this Easement shall cease to be a means of access to and from the Foundation Property, the obligation of HOB to make maintenance payments and repair payments shall cease provided that HOB has restored that portion of the Hospital Property affected by this Easement to the reasonably comparable condition that existed prior to grant hereof.

3. The Hospital agrees, provided that the payments set forth in the preceding section have been made, to maintain and repair that portion of the Easement which is presently known as Hastings Drive.

4. This grant of easement will run with the land and will be binding on and will inure to the benefit of the parties hereto, their heirs, successors, and assigns.

5. Any notice or report required under this Agreement will be sent to the parties agent hereunder at the address given after the signature of each, unless such address is changed by written notice to each person concerned, in which event the change of address given will be used for the sending of such notice or report. Any required notice will be made by certified mail, properly addressed and postage prepaid.

6. Each of the parties hereby indemnifies and holds the other harmless from any and all liability for injury to himself or herself, their employees, agents, invitees or damage to each others property when such injury or damage results from, arises out of, or is attributable to any maintenance or repair undertaken pursuant to this Agreement.

7. The party of the second part recognizes that the party of the first part is a religious corporation or an affiliate of a religious corporation operated under the auspices of the Roman Catholic Church and that the premises are identified with it by reason of the party of the first

part's long continued ownership thereof. The party of the second part accordingly recognizes and agrees that any violation of any of the covenants in clauses (i), (ii) and (iii) below would be seriously damaging and harmful to the reputation and standing of the party of the first part as such a religious corporation.

(i) The party of the second part covenants that it shall not permit or conduct any obscene performances in violation of Section 235.00 of the New York Penal Code on the premises or permit them to be used for any obscene or pornographic purposes or activities including, without limitation, the sale or distribution of any obscene or pornographic material. The terms "obscene", "material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.00 of the New York Penal Code.

(ii) The party of the second part covenants that it shall not use, permit or suffer the premises to be used or occupied for the purposes of performing any abortion or euthanasia procedure or providing any counseling or advice recommending abortions or euthanasia or place any signs or advertising on or about said premises that promote abortion or euthanasia.

(iii) The party of the second part covenants that it shall not use, permit or suffer the premises to be used or occupied for purposes of astrology or fortune telling or as a night club, bar or other similar establishment.

(iv) The covenants in (i), (ii) and (iii) shall run with the land and shall bind the party of the second part and the heirs, legal representatives, successors and assigns of the party of the second part; and any violation of any of such covenants shall entitle the party of the first part and its successors and assigns to a permanent injunction in any court of competent jurisdiction in the State of New York enforcing said covenant or covenants."

8. This Agreement has been executed and delivered by the Hospital and HOB for the purpose of correcting the description and purposes of the Easement in the original access easement and maintenance agreement between the Hospital and HOB dated March 29, 2007 and recorded on June 19, 2007 as Document No. 02-2007-4290 in the Dutchess County Clerk's Office. ✓

9. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

This Agreement is being re-recorded for the purpose of including the Schedule A referred to herein that was erroneously omitted from the Correction Access Easement and Maintenance Agreement made as of October 29, 2013 between St. Francis Hospital, Poughkeepsie, New York and Highlands of Beacon LLC recorded on November 4, 2013 at Document No. 02-2013-5939. ✓

[CONTINUED AND EXECUTED ON THE FOLLOWING PAGE]

#### SCHEDULE A

ALL that certain piece or parcel of land lying and being in the City of Beacon, County of Dutchess and State of New York and more particularly described as follows: ✓

BEGINNING at a point in the easterly line of Delavan Avenue as shown on a map entitled "Final Subdivision plat for St. Francis Hospital" filed March 16, 1999 as map no. 10751 at the intersection of the division line between parcels I and II as shown on said filed map 10751; thence from said point of beginning along the easterly line of Delavan Avenue N 21° 45' 00" W 77.23 feet to a point; thence through lands of the grantor herein the following courses N 27° 18' 15" E 113.64 feet to a point of curvature; thence along a curve to the right having a radius of 325.00 feet a distance of 189.43 feet to a point of tangency; thence N 60° 42' 00" E 123.64 feet and N 57° 35' 00" E 64.64 feet to a point of curvature; thence along a curve to the left having a radius of 1,180.00 feet a distance of 262.58 feet to a point of compound curvature; thence along a curve to the left having a radius of 141.20 feet a distance of 115.92 feet to a point of compound curvature; thence along a curve to the left having a radius of 40.00 feet a distance of 36.40 feet to a point of nontangency; thence N 35° 39' 29" E 50.00 feet to a point on a curve through which a radial bears N 35° 39' 29" E; thence along a curve to the right having a radius of 90.00 feet a distance of 81.90 feet to the northwesterly corner of parcel II as shown on said filed map no. 10751; thence continuing along the northwesterly line of said parcel II following a curve to the right having a radius of 191.20 feet a distance of 156.97 feet to a point of compound curvature; thence continuing along said northwesterly line of parcel II as shown on said filed map no. 10751 following a curve to the right having a radius of 1,230.00 feet a distance of 273.71 feet to a point of tangency; thence S 57° 35' 00" E 66.00 feet to a point; thence through lands of St. Francis Hospital, Poughkeepsie, New York herein the following courses: S 60° 42' 00" W 125 feet to a point of curvature; thence along a curve to the left having a radius of 275 feet a distance of 160.29 feet to a point of tangency; thence S 27° 18' 15" W 97.58 feet and S 20° 10' 54" W 67.18 feet to the point and place of beginning.

[The foregoing being a portion of Hastings Drive.]

AND ALSO ALL that certain piece or parcel of land lying and being in the City of Beacon, County of Dutchess and State of New York and more particularly described as follows: ✓

BEGINNING at a point at the intersection of the division line between parcel I and parcel II as shown on a map entitled "Final Subdivision Plat for St. Francis Hospital" filed March 16, 1999 as map no. 10751 with the westerly line of Lot 2 as shown on a map entitled "Resubdivision (Lot Line Realignment) Plat for Hudson Valley Property Rentals, Inc." filed August 11, 1999 as map no. 10853; thence from said point of beginning along the northerly line of said parcel II as shown on said filed map no. 10751 S 87° 47' 20" W 388.58 feet to a point on a curve through which a radial bears N 87° 47' 36" E; thence through lands of the grantor herein along a curve to the left having a radius of 90.00 feet a distance of 81.90 feet to a point of nontangency through which a radial bears N 35° 39' 29" E; thence continuing through lands of the grantor herein N 41° 42' 31" E 379.00 feet to a point in the westerly line of said Lot 2 as shown on filed map no. 10853; thence along same S 27° 12' 40" E 379.62 feet to the point and place of beginning.

#### EXHIBIT A

For the purposes of this Exhibit, references to the "Purchaser" shall mean Highlands at Beacon LLC, its successors and assigns and references to the "Seller" shall mean St. Francis' Hospital, Poughkeepsie, New York, in its capacity as owner of the Hospital property and its successor and assigns

**ADDITIONAL OBLIGATIONS OF PURCHASER:** As a condition to the grant of the Access Easement, Purchaser agrees to the following terms and conditions, all to be performed at its sole cost and expense:

- The Parties agree that except as otherwise provided herein, the construction of the Access Easement shall be in accordance with the work letter annexed hereto as Exhibit K (Exhibit A-1 hereto).
- Purchaser shall widen the existing Hospital roadway ("Hastings Drive" - Hastings Drive being that internal roadway on the Hospital Property which is depicted on Exhibit A-2 hereto) to a completed roadway width of at least twenty eight (28) feet, which includes the raised sidewalk. Purchaser shall make all necessary repairs to the bed of Hastings Drive prior to widening. Areas of existing significant pavement deterioration shall be replaced to the subbase (full depth replacement). These areas will be jointly selected by the Hospital and Purchaser. The sub-base shall be inspected and approved by the Hospital prior to the installation of the binder layer of pavement. Purchaser shall install underdrains and appropriate catch basins to drain the subbase material of Hastings Drive prior to the installation of pavement. A 3" (compacted measurement) binder course of asphalt shall be installed on the widened portion of Hastings Drive and in areas of full depth replacement. A final 1-1/2" (compacted measurement) T&L layer of asphalt wearing course shall be applied over Hastings Drive (from the intersection of Hastings Drive with Delavan Avenue to the proposed entrance to the improvements to be constructed on the Property). This final application of pavement shall be installed once construction of the proposed development is complete. The final pavement will be crowned in accordance with standard roadway construction. A minimum of a 10-ton, steel wheel, vibratory will be used to roll and compact the final application of asphalt. Epoxy striping will be applied to channelize the traffic flow in accordance with standard NYSDOT MUTCD demarcations.
- Purchaser shall provide appropriate site lighting, landscaping and utilities as reasonably agreed to by the parties in plans drawn up by the firm of Liscum, McCormack, VanVoorhis LLP ("LMV") or other accepted firm referred by LMV along the full length of the roadway improvements to Delavan Avenue. Purchaser shall install landscaping and/or a fence on the Hospital's side of Hastings Drive at the turn off to the Property so that the Hospital's loading dock is screened from view from the Access Easement. The landscaping and/or fence shall be subject to Seller's and Hospital's prior approval, not to be unreasonably withheld. Purchaser shall also install landscaping along the roadway installed on the Access Easement which landscaping shall be subject to Seller's and Hospital's prior approval, not to be unreasonably withheld.

- Purchaser shall install a sidewalk from Delavan Avenue to the improvements on the Property, along the southeastern side of the road. The sidewalk is to be a flat surface sidewalk with a 3 foot buffer with curbing: 4 inch depth of concrete, 3 inch depth of crushed stone, on top of sub-base. Purchaser shall install appropriate drainage for curbing as required by applicable codes or regulations. Seller and Hospital shall approve the location and the surface material of the pathway prior to its installation.
- Purchaser shall install a raised concrete curb/island at the point of entrance to the improvements on the Property to Hastings Drive to prevent drivers from making right-hand turns onto the that portion of Hastings Drive on the Hospital Property. The intent is to prevent traffic from the Property from travelling to the rear parking area behind the main hospital building.
- Purchaser shall install and connect four (4) light poles on Hastings Drive at locations determined by the Hospital, which poles shall be similar to those currently existing on Hastings Drive. Purchaser shall install a separate meter for the electric service to such poles. The Seller shall have the right to approve the type of electric poles to be installed by Purchaser, which approval shall not be unreasonably withheld. Electricity for the lights on the Hospital's portion of Hastings Drive will be paid for by the Hospital while the electricity for any lighting on the Access Easement beyond the Hastings Drive or the Property will be paid for by Purchaser. Purchaser shall responsible for providing and installing lighting bases, poles, and luminaires and for running power to the light fixtures.
- Purchaser agrees that the Access Easement shall contain an ongoing maintenance agreement provision for the update of Hastings Drive as follows: A "maintenance fee" based on the total cost of Hospital road maintenance and repair (aside from Capital Improvements defined as any repair in excess of \$5,000 unless such Capital Improvement is within the shared area) divided by the percentage of the shared road and sidewalk area between the parties. The maintenance fee will be shared equally between Hospital and Purchaser. For example, if the total cost for the year is \$50,000 and the shared roadway and sidewalk make up 20% of total roadway system; then, each party is responsible for 10% of the total maintenance budget or \$5,000. The Purchaser will post a \$7,000 escrow with the Hospital at time of closing for the first year. The Hospital will provide an accounting of the maintenance within 30 days of the calendar year end and any differences will be adjusted between the parties. After the first year, the Hospital will bill Purchaser on a quarterly basis. Any disputes arising from this clause shall be referred to an arbitrator. The maintenance fee includes snow removal for the sidewalk from Delavan Avenue to the entrance of the Property.
- Purchaser agrees to use its reasonable best efforts to have all work outlined in this Section 1A completed by December 31, 2015; provided, however, any extension of the Closing under the Contract will extend by a like number of days the period of time allotted for completion of the work outlined in Section 1A. In the event of Purchaser's failure to complete said work by such date, Purchaser will post a completion bond for a reasonable amount to complete improvements and Seller will grant an automatic



extension of ninety (90) days. If work is not completed by the end of the extension period, Seller or Hospital has the right but not obligation to use the bond proceeds to complete the work to the specifications of the mutually approved plans.

In performing the foregoing work, Purchaser may, upon reasonable notice to Seller and Hospital and during normal business hours, temporarily enter the Hospital Property for such purposes. Purchaser agrees to make every reasonable effort to keep such disturbance to a minimum so as not to interfere with the Hospital's activities. Purchaser shall promptly restore the surface of the Hospital Property disturbed by the foregoing work to substantially the same condition that existed prior to Purchaser's entry. Purchaser shall keep the Hospital Property free from liens arising out of such activities. If any mechanic's lien shall be filed against the Property arising out of such activities, Purchaser shall have thirty (30) days thereafter, at Purchaser's sole cost and expense, to cause such lien to be discharged, by payment or by filing the bond for such purpose required by Law. Purchaser shall indemnify and hold Seller harmless from and defend Seller against any claims by third parties of liability, demands or expenses for personal injury (including loss of life) or property damage which arise directly out of entry activity on the Hospital Property by Purchaser's employees, contractors, agents or invitees in connection with the work but shall exclude patients or other individuals being transported to or from the Hospital Property. Purchaser shall ensure that its contractors performing work as outlined in Section 1A entering upon the Hospital Property will carry proper liability insurance, as specified below.

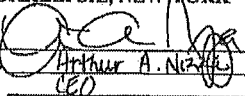
Purchaser shall, at Purchaser's sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Purchaser's actions upon the Hospital Property during period of performance of the foregoing work, as well as of the indemnity agreement set forth above. This insurance policy shall name Seller and the Hospital as an additional insured and afford protection in limits of not less than \$1,000,000.00 for bodily injury or death in any one accident, and not less than \$500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and having a national rating of A-9 or better. Purchaser will deliver to Seller (c/o Mr. Jason Barlow) within ten (10) days after the Effective Date, certificates of this insurance policy and, not less than thirty (30) days prior to the expiration of the policy, a certificate of the new policy accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor. Purchaser covenants, and this insurance policy shall include, an agreement by the insurer that the policy shall not be canceled prior to the Closing or earlier termination of this Contract.

Purchaser shall perform all of the foregoing work, at its sole cost and expense, in conformance with all applicable local, state and federal laws, ordinances and regulations. In furtherance thereof, Purchaser agrees to save and hold Seller and/or Hospital harmless from any loss or claim relating to damage to any wetlands (federal or state) on the Hospital Property directly related to the construction of the foregoing improvements as well as in connection with the use of the Access Easement. Upon written request by Seller or Hospital, Purchaser shall, at Purchaser's sole cost and expense, defend and/or

assist with any matter referred in this paragraph (If requested by Seller and/or Hospital, in the name of Seller and/or Hospital) by attorneys and other professionals approved by the Seller and/or Hospital if such claim is related to Purchaser work and/or negligence in performance of its work related to the foregoing improvements. Notwithstanding the foregoing, Seller or Hospital may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Seller and/or Hospital, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Purchaser shall pay or, in the sole and absolute discretion of the Seller and/or Hospital, reimburse, the Seller and/or Hospital for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date appearing above.

**SAINT FRANCIS' HOSPITAL  
POUGHKEEPSIE, NEW YORK**

By:   
Name: Arthur A. Nizich  
Title: CEO

Address: 241 North Road  
Poughkeepsie, New York 12601

**HIGHLANDS AT BEACON LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: c/o John C. Reilly, Esq.  
2847 Church Street  
Pine Plains, New York 12567

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date appearing above.

**SAINT FRANCIS' HOSPITAL  
POUGHKEEPSIE, NEW YORK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 241 North Road  
Poughkeepsie, New York 12601

**HIGHLANDS AT BEACON LLC**

By: \_\_\_\_\_  
Name: John C. Reilly  
Title: Managing Director

Address: c/o John C. Reilly, Esq.  
2847 Church Street  
Pine Plains, New York 12567

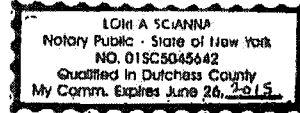
State of New York )  
 ) ss.:  
County of Dutchess )

On the 18<sup>th</sup> day of November, 2013 before me, the undersigned, personally appeared Arthur A. Nizza, 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.

Lori A. Scianna

Notary Public

State of New York )  
 ) ss.:  
County of Dutchess )



On the \_\_\_\_\_ day of \_\_\_\_\_, 2013 before me, the undersigned, personally appeared \_\_\_\_\_, 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

State of New York )  
 ) ss.:  
County of Dutchess )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2013 before me, the undersigned, personally appeared \_\_\_\_\_, 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

State of New York )  
 ) ss.:  
County of Dutchess )

On the 18<sup>th</sup> day of November, 2013 before me, the undersigned, personally appeared MORTIMER, 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

JOHN C REILLY  
NOTARY PUBLIC STATE OF NEW YORK  
DUTCHESS COUNTY  
LIC. #02RE6183076  
COMM. EXP. 03-10-2017



November 24, 2004

Mr. Mark Day, P.E.  
M.A. Day Engineering, P.C.  
Summerlin Plaza  
942 Route 376, Suite 213  
Wappingers Falls, New York 12580

RE: St. Francis Hospital and Beacon Community Foundation  
City of Beacon

Dear Mr. Day:

Thank you for meeting with me today to discuss the improvements which would be made on the property of St. Francis Hospital in support of the access agreement for the proposed Beacon Community Foundation Senior Housing project. The following is our summary of the improvements which would be made on the St. Francis Hospital property and constructed by Beacon Community Foundation as part of their project:

1. The new access drive to the Beacon Community Foundation project would connect to the eastern end of the hospital loop road. The access drive's intersection with the hospital loop road would be configured not to permit a right turn onto the hospital loop road. This new access drive would include appropriate provisions for vehicular ingress/egress, pedestrian access, site lighting, landscaping, and utilities.
2. Evergreen plantings would be placed on the inside grassed island of the hospital loop road in the vicinity of the proposed intersection with the new access drive. The plantings would screen the loading area of the hospital from the access drive.
3. The existing hospital road from Delavan Avenue running along the front of the hospital to the point of its intersection with the new access drive would be improved as follows:
  - Areas of significant pavement deterioration would be removed to the subbase (full depth replacement). The subbase in these areas would be checked and supplemented as required. A 3" thick layer of binder asphalt pavement would be placed in the full depth replacement areas. Any groundwater conditions revealed during this work would necessitate installation of underdrains.
  - The balance of the subject section of the hospital road would be improved with a true and leveling course of asphalt binder pavement, an average of 1 1/2" thick.
  - The subject section of the hospital road would be widened to provide two 11-foot travel lanes and a 6-foot pedestrian/bike lane providing a uniform width of 28 feet.
  - The subject section of hospital road would be topcoated with 1 1/2" of asphalt topcourse pavement. The 6-foot pedestrian/bike lane would be appropriately striped or textured to distinguish it from the vehicle travel lanes.

3 Garrett Place, Carmel, New York 10512 (845) 225-0690 Fax (845) 225-0717  
www.insite-eng.com

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EXHIBIT A-1

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P. 02

Mr. Mark Day, P.E.  
RE: St. Francis Hospital and Beacon Community Foundation, City of Beacon

Page 2 of 2  
November 24, 2004

4. Additional site lighting (currently estimated at 4 poles and fixtures) would be added along the hospital road to supplement existing hospital site lighting. The Beacon Community Foundation would be responsible for the installation of the site lighting bases, poles, and luminaires. It is understood that the hospital would be responsible for running power and controlling the lighting along with their existing site lighting.

We trust the above information accurately reflects our discussions and would request your confirmation of the same.

Should you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By:   
Jeffrey J. Daniels, P.E.  
Principal Engineer

JJC/amh

cc: Carl Lodes, Esq., Putnam Community Foundation  
Mark Fumagalli, Transitional Builders  
Mike McCormack, AIA, LMV

Insite File No. 03191.100

112604.mcd.doc

Insite Engineering, Surveying & Landscape Architecture, P.C.

PLU-03-2005 12:42

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0.03



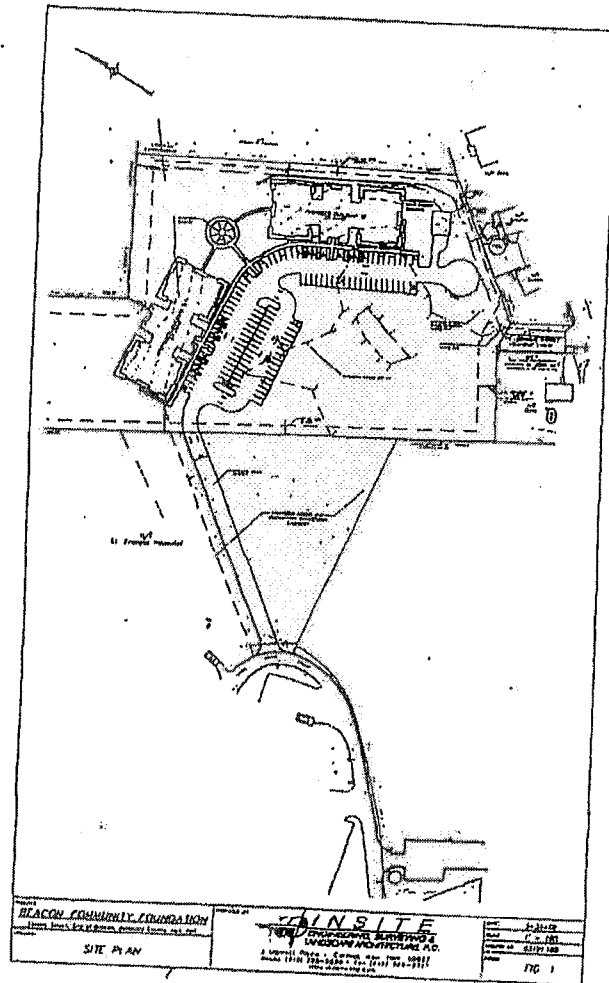


EXHIBIT A-2