

**PART I: PROJECT INFORMATION**

**PROJECT'S CCIDA APPLICATION # \_\_\_\_\_ (OFFICIAL USE)**

**Section A: Assistance**

*Type of Financial Assistance Requested - [Check One]*

Straight Lease -       Bond Financing -       Both -       Other -

If "Other," Explain: \_\_\_\_\_

*Type of Benefits Project is Seeking - [Check All that Apply]*

Real Estate Exemption/ PILOT -       Sales Tax Exemption -       Mortgage Recording Tax Exemption -       Tax-Exempt Bonds -       Other -

***\*Note: If applicant is seeking bonds, a PILOT and/or exemption from sales and/or mortgage recording tax additional information will be required in Part II of this application.***

If "Other," Explain: \_\_\_\_\_

**Section B: Background**

1.)

Company Name: UMS Property, LLC
Company Point of Contact: C.J. Madonna
Address: 194 Pleasant Ridge Rd, Plattsburgh, NY 12901
Phone Number: (518) 593-4492
Point of Contact's e-mail: cmadonna@schluter.com
Company Website: <a href="https://www.schluter.com">https://www.schluter.com</a>
Company NAICS Code: UMS: 531120 Schluter: 326199
Employer Identification Number (EIN): UMS: 27-4011553 Schluter: 14-1772376

**2.) Business Type [Check One]:**

Private or Public Corporation

If Public, on what exchange is it listed? \_\_\_\_\_

Subchapter S

Sole Proprietorship

General Partnership

Limited Partnership Schluter Systems L.P. (SSLP)

Limited Liability Company/Partnership UMS Property, LLC (UMS)

DISC

Not-for-profit

Other: \_\_\_\_\_

State of Incorporation (if applicable): UMS -Nevada (Authorized in NY), SSLP-NY

**3.) Describe the nature of your business and its principal products and/or services:**

Schluter Systems is a recognized manufacturer and distributor of tile installation products and systems. The company currently has existing IDA agreements for its R&D, Warehouse, and Thinset facilities located in the Town of Plattsburgh, New York.

The Applicant and Tenant are related entities. The Applicant serves as the real estate holding company, while the Tenant, Schluter Systems L.P., will operate the facility at the project site. The building will house both office employees and warehousing operations.

3(a) Will the project move forward without the requested incentives? Yes  or No

3(b) Will the project move its facility from another location in New York to Clinton County? Yes  or No

3(c) Will the project result in the abandonment of an existing facility in New York? Yes  or No  it is not our facility rather leased location to our facility. X

3(d) If "Yes" to 3b and/or 3c, is the reason for moving to another location in the state to remain competitive in your industry or the state? Yes  or No

If "Yes," please explain: *Our principal location is in town of Plattsburgh, NY owning facilities eases operation/confidentiality and improves operations*

4.) Applicant's Stockholders, Directors and Officers (or Partners): 194 Pleasant Ridge  
Plattsburgh, NY  
12901

Stockholders/Directors/Officers	Name	Address	Business Affiliation/Percentage Ownership
Limited Partner	UMS Holdings	194 Pleasant Ridge Plattsburgh, NY 12901	99% (LP)
General Partner	S. Systems Inc.		1% (LP)
Limited Partner	UMS Holdings	194 Pleasant Ridge Plattsburgh, NY 12901	100% (UMS)

4(a) Has anyone on this list been convicted of a Felony? Yes  or No

If "Yes," Explain:

4(b) Has anyone on this list filed Bankruptcy? Yes  or No

If "Yes," Explain:

5.) Applicant's Counsel, Accountant and Bank References:

Applicant's Counsel
Name: C.J. Madonna (in-house) Firm: Address: 194 Pleasant Ridge Rd, Plattsburgh, NY 12901 Phone: 518-593-4492 E-mail: Cmadonna@schluter.com
Applicant's Accountant
Name: Rick Kasnick Firm: Rödl & Partner Address 228 East 45th St. Suite 710 New York, NY 10017 Phone: 212-380-9250 E-mail: rick.kasnick@roedlusa.com
Applicant's Bank Reference(s)
Bank Name: Community Bank Address: 468 State Rte 3, Plattsburgh, NY 12901 Phone: 518-563-5377 Website: <a href="https://cbna.com/locations/plattsburgh-state-route-3">https://cbna.com/locations/plattsburgh-state-route-3</a>

**6.) Project Type [Check All that Apply]:**

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> Manufacturing            | <input checked="" type="checkbox"/> Warehousing | <input type="checkbox"/> R & D                        | <input type="checkbox"/> Tax-Exempt                              |
| <input type="checkbox"/> Wind/Solar Farm          | <input type="checkbox"/> Commercial             | <input type="checkbox"/> Retail                       | <input type="checkbox"/> Medical                                 |
| <input type="checkbox"/> Residential              | <input type="checkbox"/> Recreation             | <input type="checkbox"/> Adaptive Reuse               | <input checked="" type="checkbox"/> Other                        |
| <input type="checkbox"/> Small Alternative Energy | <input type="checkbox"/> Distributive Service   | <input type="checkbox"/> Tourism Destination Facility | <input type="checkbox"/> Industrial (includes Pollution control) |

*\*See CCIDA Eligible Project Policy for definitions [www.clintoncountyyida.com](http://www.clintoncountyyida.com)*

If "Other," please explain: *office space and warehousing*

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*For Retail and Tourism Projects **ONLY** – All others Skip to Question 7*

**6(a) Retail Projects:**

- Will the project's facility be used in making retail sales of physical goods to customers who visit the proposed facility? Yes  or No
- Will the project's facility be used in providing services to customers who physically visit the facility? Yes  or No 
  - If "Yes" to either of the above, how much of the project's facility will be devoted to said use?
- Is the project a critical part of a larger, planned development in the community? Yes  or  No
- Has the project been endorsed by the local municipal chief executive officer or the local municipal governing body? Yes  or No
- Is the project located in a former Empire Zone? Yes  or No
- Is the project located in a Distressed Census track (based on the latest decennial Census)? Yes  or No

(\*Census Track Data Available at [www.census.gov](http://www.census.gov) )

**6(b) Tourism Destination Facility Projects:**

- Will the project attract and/or service a significant number of Tourists that come from outside the economic development region (ED Region Includes: Clinton, Essex, Franklin, Hamilton, St. Lawrence, Jefferson and Lewis Counties)? Yes  or No 
  - If Yes, attach market analysis that demonstrates said attraction
- Is the project linked to other Tourism Facility Destinations in Clinton County? Yes  or No
- Will the project agree to pay sales tax and occupancy taxes related to the operation of the facility? Yes  or No

- If not operated by a not-for-profit, will the project agree to pay real estate taxes and/or PILOT payments on said facility? Yes  or No

**7.) Scope of Project [Check All that Apply]:**

- Construction of a new building
- Acquisition of land
- Acquisition of existing building
- Renovations to existing building (*adding / moving office walls and racking*)
- Construction of addition to existing building
- Acquisition of machinery and/or equipment
- Installation of machinery and/or equipment
- Other (specify)

7(a) Have you filled out any environmental assessment forms with other government entities? Yes  or No  (If “yes,” attach)

7(b) Has SEQR already been commenced by a lead government agency?  
 Yes  or No  (If yes, please attach) *this facility when built had completed SEQR and copy is with IDA as noted below.*

*\*Note: All projects involving construction, expansion or modification of an existing site must fill out Part III - SEQR of this application. If SEQR has already been determined and approved by the municipality please attached to Part III of this application.*

**8.) Explain your proposed project in detail. This description should include explanation of all of the activities/operations which will occur due to this project; the location (address) and tax map data of the site; the dimensions of new/modifications building(s) & type of construction. Also attach photo of the site, preliminary plans, sketches and/or floor plans of proposed project:**

<p>The project only align office employees and warehousing operations within a company-owned facility by converting the existing clean room space into additional office and warehouse space. floor plans on file - photo attached</p>
<p><b>Additional Information:</b></p>
<p>8(a) Estimated Start Date: <b>September 2026</b></p>

- 8(b) Estimated Completion Date: January 2027
- 8(c) Zoning Classification of the Project: A2
- 8(d) Legal owner of the site or building: Murnane/Connecticut Avenue
- 8(e) Most Recent use of the site and/or building: SterRX medical manufacturing
- 8(f) Municipality Project is located in: Plattsburgh
- 8(g) School District Project is located in: Peru

8(h) Is there an existing or proposed lease for this project? Yes  or No   
 (If yes, attach a copy)

8(i) Is there a purchase option or other legal or common control in the project? Yes  or No  If yes, attach copy or describe participation: *draft contract*

8(j) List the major equipment to be acquired as part of the project. Please provide a detailed inventory of said equipment when one becomes available.

**TBD: Office furniture, racking, see purchase agreement 8(i) above, other TBD**

8(k) Is there now or does the applicant believe there will be significant opposition to the proposed project? Yes  or No

If "Yes," Explain:

**9.) On-site Utilities and Providers:**

Type:	Provider:
Water	Town of Plattsburgh
Sewer	Town of Plattsburgh
Electric	NYSEG
Gas	NYSEG
Broadband	Spectrum

**Section C: Project Costs**

10.) What is the estimated Total Project Cost? (Note: More in-depth information will be required in Part II of this application)

Category	Costs
Land	\$ 9,000,000 land + bldg
Building	\$
Equipment	\$ 180,000 +
Other Bldg improvements/Renovations	\$ 1.5m
Total:	\$ 10,772,000

If citing "Other," Explain: Relocate \$50,000 / Arch \$30,000 / Acct \$12,000

10(a) Both Clinton County and the CCIDA have policies that encourage the use of local labor. Is the applicant willing to consider the use of local labor? Yes  or No

10(b) For the construction costs of the project, what is the estimated dollar value of materials and labor that will be sourced locally? \$ 1.5M What percentage of the construction costs do these local materials and labor represent 80 %

**11.) Financing Sources:**

11(a) State the sources reasonably necessary for the financing of the Project site, the construction of the proposed buildings and the acquisition and installation of any machinery and equipment necessary or convenient in connection therewith, and including any utilities, access roads or appurtenant facilities, using the following categories:

<u>Description of Sources</u>	<u>Amount</u>
Private Sector Financing	\$ none
Public Sector	\$
Federal Programs	\$
State Programs	\$
Local Programs	\$
Applicant Equity	\$ all
Other (specify, e.g., tax credits)	\$
	\$
	\$
	\$

**TOTAL AMOUNT OF PROJECT FINANCING SOURCES** \$ \_\_\_\_\_

11(b) Have any of the above expenditures already been made by the applicant?  
Yes ; No . If yes, indicate particulars.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11(c) Amount of loan requested: \$ N/A ;  
Maturity requested: \_\_\_\_\_ years.

11(d) Has a commitment for financing been received as of this application date, and if so, from whom?

Yes ; No . Institution Name: N/A

11(e) Provide name and telephone number of the person we may contact.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

11(f) The percentage of Project costs to be financed from public sector sources is estimated to equal the following: N/A %

11(g) The total amount estimated to be borrowed to finance the Project is equal to the following: \$ N/A

*\*Note: Attach an outline of the financing package that is expected to be utilized for this project including dollar amounts and funding sources*

### **Section D: Employment Information**

#### **12.) Employment Impact**

12(a) Indicate the number of people presently employed at the Project site **NONE** and the additional number that will be employed at the Project site at the end of the first and second years after the Project has been completed, using the tables below for (1) employees of the Applicant, (2) independent contractors, and (3) employees of independent contractors. (Do not include construction workers).

Also indicate below the number of workers employed at the Project site representing newly created positions as opposed to positions relocated from other project sites of the applicant. Such information regarding relocated positions should also indicate whether such positions are relocated from other project sites financed by obligations previously issued by the Agency.

TYPE OF EMPLOYMENT Employees of Applicant					
	Professional or Managerial	Skilled	Semi-Skilled	Un- Skilled	Totals
Present Full Time	5	45	13		63
Present Part Time					
Present Seasonal					
First Year Full Time	5	45	13		63
First Year Part Time					
First Year Seasonal					
Second Year Full Time	5	47	13		65
Second Year Part Time					
Second Year Seasonal					

TYPE OF EMPLOYMENT Independent Contractors <i>None</i>					
	Professional or Managerial	Skilled	Semi-Skilled	Un- Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					

Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

<b>TYPE OF EMPLOYMENT</b> <b>Employees of Independent Contractors</b>					
	Professional or Managerial	Skilled	Semi-Skilled	Un- Skilled	Totals
Present Full Time					
Present Part Time					
Present Seasonal					
First Year Full Time					
First Year Part Time					
First Year Seasonal					
Second Year Full Time					
Second Year Part Time					
Second Year Seasonal					

N/A

12(b) Indicate below (1) the estimated salary and fringe benefit<sup>1</sup> averages or ranges and (2) the estimated number of employees residing in the North Country Economic Development Region for all the jobs at the Project site, both retained and created, listed in the tables described in subsection A above for each of the categories of positions listed in the chart below.

RELATED EMPLOYMENT INFORMATION				
	Professional or Managerial	Skilled	Semi-Skilled	Un-Skilled
Estimated Salary and Fringe Benefit Averages or Ranges	\$100K +	\$48K - \$100K	> \$48K	
Estimated Number of Employees Residing in the North Country Economic Development Region <sup>2</sup>	5	45	13	

12(c) Please describe the projected timeframe for the creation of any new jobs with respect to the undertaking of the Project:

\* FTE: Any combination of (2) two or more part-time jobs that when combined together, constitute the equivalent of a job of at least 35 hours per week.

<sup>1</sup> With respect to fringe benefits, please include a separate note if the Project is expected to provide onsite child care services.

<sup>2</sup> The North Country Economic Development Region consists of the following counties: Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, and St. Lawrence.

**Section E: Representations and Certification by Applicant**

**C.J. Madonna** (name of authorized representative of the Applicant submitting application) deposes and says that he/she is **GC/Auth. Rep** (Title) of **UMS Property, LLC** (hereinafter referred to as the "Applicant"), the corporation/partnership/limited liability company named in this Application; that he/she has read the foregoing Application and knows the content thereof, that the same is true to his/her knowledge.

Deponent further says that the reason this verification is made by the deponent and not by the Applicant is because the said Applicant is a legal entity - corporation/partnership/limited liability company - as opposed to an actual person. The grounds of the deponent's belief relative to all matters in said Application which are not upon his/her own personal knowledge are investigations which deponent has caused to be made concerning the subject matter of the Application as well as acquired by the deponent in the course of his/her duties, as an officer and from the books and papers of the Applicant.

On behalf of said Applicant, deponent acknowledges and agrees that the Applicant shall be and is responsible for all costs incurred by the County of Clinton Industrial Development Agency (hereinafter referred to as the "Agency") acting on behalf of the attached application whether or not the application, the project it describes, the attendant negotiations and financial assistance is carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act within a reasonable or specified period of time to take reasonable, proper, or requested action or withdraws, abandons, cancels, or neglects that application (or if in cases of bonds the Agency or the Applicant are unable to find buyers willing to purchase the total bond issue requested), then, and in that event, upon presentation of invoice, the Applicant shall pay to the Agency, its agents or assigns all actual costs involved in conduct of the application, up to that date and time, including fees of Agency counsel. A non-refundable filing fee of \$1,500 is required with this application, of which, \$750 will be applied to the project closing costs (Make check payable to: County of Clinton IDA). Upon successful closing of the transaction and/or sale of the required bond issue, the Applicant shall pay to the Agency an administrative fee set by the Agency not to exceed an amount equal to .75% of the total benefited transaction. The cost incurred by the Agency and paid by the Applicant, including the Agency's counsel and the administrative fee, may be considered as a cost of the project and included as part of the resultant transaction. The Applicant should also be aware that the Applicant is responsible for all fees and legal costs incurred by the Agency for re-conveyance of titles at the end of the project. The Agency reserves the right to visit the project site on an annual basis during the benefit period.

**Agency Financial Assistance Required for Project.** The Project would not be undertaken but for the Financial Assistance provided by the Agency or, if the Project could be undertaken without the Financial Assistance provided by the Agency, then the Project should be undertaken by the Agency for the following reasons:

Relocation or Abandonment. The provisions of subdivision one of Section 862 of the General Municipal Law will not be violated if Financial Assistance is provided for the Project.

Compliance with Article 18-A of the New York General Municipal Law. The applicant confirms and hereby acknowledges that as of the date of this application, the applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) thereof.

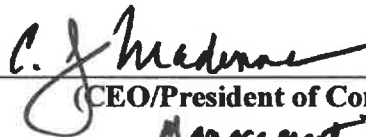
Compliance with Federal, State, and Local Laws. The applicant is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

False or Misleading Information. The applicant understands that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

Absence of Conflicts of Interest. The applicant acknowledges that the members, officers and employees of the Agency are listed on the Agency's website. No member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Additional Information. Additional information regarding the requirements noted in this Application and other requirements of the Agency is included the Agency's Policy Manual which can be accessed at <http://www.clintoncountynyida.com/>.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

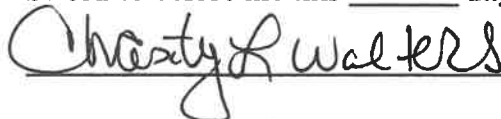


(CEO/President of Company)

Management Team / Gen Counsel

NOTARY

Sworn to before me this 10 day of June, 2020

 (seal)

CHASITY L. WALTERS  
NOTARY Public, STATE OF NEW YORK  
REG. # 01WA6139192  
Residing in the COUNTY of CLINTON  
My COMMISSION EXPIRES MARCH 11, 2030

**Note to Applicant:**

The 2013 New York State Budget, enacted on March 28, 2013, established new recordkeeping, reporting, and recapture requirements for industrial development agency projects that receive New York State ("NYS") sales tax exemptions, including projects granted assistance by County of Clinton Industrial Development Agency ("CCIDA").

These new NYS sales tax recording and reporting requirements for industrial development agency projects include the following requirements:

1. CCIDA must keep records of the amount of sales tax benefits provided to each project and make those records available to NYS upon request.
2. CCIDA must report to NYS, within 30 days after providing financial assistance to a particular project, the amount of sales tax benefits expected to be provided to such project.
3. CCIDA must post on the internet and make available without charge copies of its resolutions and project agreements.

The legislation now requires that CCIDA to recapture NYS sales tax benefits where:

1. The project is not entitled to receive those benefits;
2. The exemptions exceed the amount authorized by CCIDA, or are claimed for unauthorized property or services; or
3. The project operator failed to use property or services in the manner required by its agreements with CCIDA.

What this means for CCIDA Projects:

1. Companies requesting a sales tax exemption from CCIDA must include in their application the value of the savings they anticipate receiving. Note that the new regulations require that CCIDA must recapture any benefit that exceeds the amount listed in a company's application. Accordingly, please ensure that you provide a realistic estimate of the sales tax exemptions which you are requesting.
2. Projects subject to recapture must remit payment within 20 days of a request from CCIDA.
3. All project agreements and resolutions will now be publicly available on CCIDA's website.
4. CCIDA's policy has always been to allow project operators to request certain information be redacted if the project can demonstrate that its release would result in substantial harm to the project's competitive position.

*\*Note: Per the CCIDA UTEP, all Project receiving sales tax benefits are required to submit their ST-340s or risk losing said benefit.*

**PART II: COST BENEFIT ANALYSIS**

*Please answer all questions either by filling in blanks or by attachment*

**Section F: Financing Structure**

1. Tax-Exempt Financing Requested [Check all that Apply]

- Straight Lease Transaction
- Tax-Exempt Bonds
- Sales Tax Exemption Until completion date
- Mortgage Tax Abatement
- Real Property Tax Abatement/PILOT
- Other – Explain: \_\_\_\_\_

2. Based on the CCIDA’s UTEP PILOT Scoring Criteria (see attachment C); indicate the methodology used by the applicant to determine the Type of real property tax abatement the project is eligible for (if applicable):

Type I  Type II  Type III  Housing  Renewable Energy  Deviation  (check one)

Describe: warehousing and office - employee mainly office

**Section G: Project Questionnaire**

1. Name of Project Beneficiary (“Company”):	UMS Property, LLC
2. NAICS Code of End User (6 Digit)	531120
3. Municipality Project is Located	Town of Plattsburgh
4. School District Project is Located	Peru CSD
5. Estimated Amount of Project Benefits Sought:	TBD

A. Amount of Bonds Sought:	\$ <u>none</u>
B. Value of Sales Tax Exemption Sought	\$ <u>138,400.00</u>
C. Value of Real Property Tax Exemption Sought	\$ <u>TBD</u>
D. Value of Mortgage Recording Tax Exemption Sought (Clinton County MRT = 1%; as of 9/1/13)	\$ <u>none</u>
E. Value of property tax on full assessment once the project is completed	\$ <u>TBD</u>

**Section H: Projected Project Investment**

A. Land-Related Costs	
1. Land acquisition	\$ <u>see B-1</u>
2. Site preparation	\$ <u>0</u>
3. Landscaping	\$ <u>0</u>
4. Utilities and infrastructure development	\$ <u>0</u>
5. Access roads and parking development	\$ <u>0</u>
6. Other land-related costs (describe)	\$ <u>0</u>
B. Land-Related Costs	
1. Acquisition of existing structures	\$ <u>9,000,000</u>
2. Renovation of existing structures	\$ _____

3. New construction costs	\$ _____
4. Electrical systems	\$ _____ see 7 - all interior
5. Heating, ventilation and air conditioning	\$ _ see 7 _____
6. Plumbing	\$ _____
7. Other building-related costs (describe)	\$ _____ Renovations interior offices, remove walls, relocate HVAC & electric 1.5m
<b>C. Machinery and Equipment Costs</b>	
1. Production and process equipment	\$ _____
2. Packaging equipment	\$ _____
3. Warehousing equipment	\$ _____
4. Installation costs for various equipment	\$ _____
5. Other equipment-related costs (describe)	\$ _____ racking, _____
<b>D. Furniture and Fixture Costs</b>	
1. Office furniture	\$ * C5 & D1 \$180,000
2. Office equipment	\$ _____
3. Computers	\$ _____
4. Other furniture-related costs (describe)	\$ _____
<b>E. Working Capital Costs</b>	
1. Operation Costs	\$ _____

2. Production Costs	\$ _____
3. Raw materials	\$ _____
4. Debt service	\$ _____
5. Relocation costs	\$ <u>50,000</u>
6. Skills training	\$ _____
7. Other working capital-related costs (describe)	\$ _____
<b>F. Professional Service Costs</b>	
1. Architecture and engineering	\$ <u>30,000</u>
2. Accounting/legal	\$ <u>12,000</u>
3. Other service-related costs (describe)	\$ <u>TBD</u>
<b>G. Other Costs</b>	
1. Mortgage Amount not included in above costs	\$ _____
2. _____	\$ _____
<b>H. Summary of Expenditures</b>	
1. Total Land Related Costs	\$ _____
2. Total Building Related Costs	\$ _____
3. Total Machinery and Equipment Costs	\$ _____
4. Total Furniture and Fixture Costs	\$ _____

5. Total Working Capital Costs	\$ _____
6. Total Professional Service Costs	\$ _____
7. Total Other Costs	\$ _____
<b>TOTAL PROJECT COSTS</b>	\$ <u>10,772,000</u>

**Section I: Projected Construction Employment Impact**

1. Please provide estimates of total construction jobs at the Project:

Year	Construction Jobs (Annual wages and benefits \$40,000 and under)	Construction Jobs (Annual wages and benefits over \$40,000)
Current Year		
Year 1	2	15 people -
Year 2		
Year 3		
Year 4		
Year 5		

2. Please provide estimates of total annual wages and benefits of total construction jobs at the Project:

Year	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	\$ <u>TBD</u>	\$ <u>TBD</u>

*All construction in first 6-7 months*

Year 1	\$ _____	\$ <u>TBD</u>
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4	\$ _____	\$ _____
Year 5	\$ _____	\$ <u>TBD</u>

**Section J: Projected Permanent Employment Impact**

1. Please provide estimates of total existing permanent jobs (FTE) to be preserved or retained as a result of the Project: FTE: Any combination of (2) two or more part-time jobs that when combined together, constitute the equivalent of a job of at least 35 hours per week.

Year	Existing Jobs  (Annual wages and benefits \$40,000 and under)	Existing Jobs  (Annual wages and benefits over \$40,000)
Current Year		<u>63</u>
Year 1		<u>63</u>
Year 2		<u>65</u>
Year 3		<u>67</u>
Year 4		<u>70</u>
Year 5		

2. Please provide estimates of total new permanent jobs (FTE) to be created at the Project:

Year	New Jobs (Annual wages and benefits \$40,000 and under)	New Jobs (Annual wages and benefits over \$40,000)
Current Year		-
Year 1		
Year 2		+2
Year 3		+2
Year 4		+3
Year 5		

3. Please provide estimates of total annual wages and benefits of total permanent construction jobs at the Project:

*None*

Year	Total Annual Wages and Benefits	Estimated Additional NYS Income Tax
Current Year	\$ _____	\$ _____
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4	\$ _____	\$ _____
Year 5	\$ _____	\$ _____

4. Provide estimates for the Creation of New Job Skills relating to permanent jobs. List the projected new job skills for the new permanent jobs to be created as a result of the undertaking of the project by the applicant

New Job Skills	Number of Positions Created	Wage Rate
will add jobs to existing positions	7 <sup>+</sup>	\$40K <sup>+</sup>

*Handwritten signature*

\*Should you need additional space, please attach a separate sheet.

**Section K: Projected Operating Impact**

1. Please provide estimates for the impact of Project operating purchases and sales:

Additional Purchases (1 <sup>st</sup> year following project completion)	\$ <u>maintain existing \$20 million purchases</u>
Additional Sales Tax Paid on Additional Purchases	\$ <u>uncertain</u>
Estimated Additional Sales (1 <sup>st</sup> full year following project completion)	\$ <u>maintain existing \$20 million purchases</u>
Estimated Additional Sales Tax to be collected on additional sales (1 <sup>st</sup> full year following project completion)	\$ <u>maintain existing \$20 million purchases</u>

*Handwritten signature*

2. Please provide estimates for impacts of other economic benefits expected to be produced as a result of the Project not mentioned in this application:

Maintain \$20m impact to community through local purchases of material, supplies, & goods (hospitality)

### CBA QUESTIONNAIRE CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire.

I affirm under penalty of perjury that all statements made in this Questionnaire are true, accurate and complete to the best of my knowledge.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

Date Signed: June 1, 2026

Name of Person Completing Project  
Questionnaire on behalf of the Company.

Name: C. J. Madonne

Title: General Counsel

Phone Number: 518 593 4492

Signature: C. J. Madonne

**APPLICATION ATTACHMENT A:**

**Acknowledgements and Yearly Filings**

As a condition to issuing financial assistance to the applicant the County of Clinton Industrial Development Agency is required by the New York State Comptroller's office to obtain the following supplementary information yearly for the duration of the transaction:

1. Outstanding balance at beginning and end of year and principal payments made during year.
2. The current interest rate for bonds (for adjustable rate bonds the rate at the end of the year is needed).
3. Current year tax exemptions for county, local (towns) and school taxes.
4. PILOT (*Payment in lieu of taxes*) payments made each year to county, local and school taxing authorities.
5. Documentation and affidavits regarding the use of local construction workers in the construction phase of the Project. See Use of Local Labor Policy and Attachment D of this application.
6. Once project is authorized, report the number of full-time, part-time and seasonal workers employed in terms of FTE (as defined in this application).
7. Submit NY-45 Form (with employee identification blacked-out) showing 4Q monthly data regarding salary and employment levels. Also include an average salary.

In addition to the above, in reporting the first year the CCIDA need:

1. An amortization schedule showing the planned principal reduction each year for the life of the issue.
2. The amount exempted for:
  - (a) sales tax
  - (b) mortgage recording tax
3. Each year of construction – Sale tax and documents (ST-60, ST-340, ST-123, etc.).

**This information is required by January 31st of each succeeding year and shall be submitted in writing to the County of Clinton Industrial Development Agency, 137 Margaret Street, Suite 209, Plattsburgh, NY 12901. (Fax: 518-565-4616)**

We have reviewed, understand and will comply with the above, as required by the New York State Comptroller's Office.

Name: 

Title: General Counsel

Date: 6-1-2026

## APPLICATION ATTACHMENT B

### County of Clinton IDA Fee Schedule:

Adopted: 5/13/13

Revised 3/21/16

Revised 2/13/17

<i>Type</i>	<b>Cost</b>	<b>Description</b>
<b><i>Application Fee</i></b>	<b>\$1500</b>	The Agency will charge a nonrefundable administrative application fee for finance transactions equal to \$1500 upon submission of an application by a project. \$750 is a non-refundable administrative fee. The remaining \$750 will be applied to the project's closing costs.
<b><i>Fee Issuances for Bonds, Refinancing or Straight Lease Transactions</i></b>	<b>.75 of 1%</b>	The Agency will charge said fee on the total benefited project costs. Such fee shall be payable upon the successful conclusion of the sale of obligations (bonds) or upon the execution and delivery of the documents providing financial assistance (straight lease not involving bonds). Fees shall be applied towards administrative costs to the Agency and are non-refundable.
<b><i>Modification/Amendment Transactions Fees</i></b>	<b>\$500</b>	The Agency will charge a nonrefundable modification/amendment transaction fee per instance (post-closing) equal to \$500 upon the submission of a letter to the Agency explaining in detail the requested action to modify or amend existing documents previously executed by the Agency. Fees shall be applied towards administrative costs to the Agency and are non-refundable.
<b><i>Reconveyance of a Straight Lease Fees Not Involving New Financial Assistance</i></b>	<b>\$500</b>	The Agency will charge a nonrefundable reconveyance administrative fee for straight lease transactions. The project is responsible for paying all legal costs and/or other third party costs incurred by the Agency on behalf of the project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.
<b><i>Special Meeting Fee</i></b>	<b>\$500</b>	The Agency will charge a nonrefundable administrative fee for a special meeting of the IDA held at the project's request.
<b><i>IDA Legal Fees</i></b>	<b>Varies</b>	The project is responsible for paying all legal costs and/or other third party costs incurred by the Agency on behalf of the project. Fees shall be applied towards administrative costs to the Agency and are non-refundable.

\*The Agency Board reserves the right to determine and impose other administrative fees on Agency projects in consideration for financial assistance being granted by the Agency and/or the costs incurred by the Agency. The Agency may provide for a different application fee and/or a different administrative fee for a particular project by resolution duly adopted by the Agency Board.

**APPLICATION ATTACHMENT C**  
**CCIDA UTEP PILOT Scoring Criteria**

Variable/ Threshold	Permanent Payroll Level in Terms of # of Jobs Created	% of Average County Wage	# of Potential Spin-off Jobs	Local Business Impact and/or Community Investment	Education Benefits	Value of Real Property	Totals	
Level 1 (1 point)	Less than 100 jobs within 5 years	At least 75% for <u>new</u> jobs	Less than 100 verifiable Spin off jobs	Need for local industry/services is low e.g. insurance, banking, trucking Belong to Chamber	Reviewing appropriate level yearly	Reviewing appropriate levels/year	\$500k- \$1.5x10 <sup>6</sup>	2
Level 2 (2 pts)	100 - 300 jobs	At least 100% for <u>new</u> jobs	100-300 verifiable Spin off jobs	Use local industrial suppliers & services/raw materials/parts Or Reuse abandoned facility	Limited Support/ Learn to Earn Internships underwrite facilities or programs	\$1.5 - 5.0 x 10 <sup>6</sup>	2	
Level 3 (3 pts)	300+ jobs within 5 years	At least 150% for <u>new</u> jobs	300+ verifiable Spin off jobs	Demonstrate synergy with local services, suppliers and manufacturers Or Reclaim brownfield/adaptive re-use of facilities.	Major support to schools and colleges Scholarships (NMSQT); internships; sponsorships underwrite faculty \$10,000	\$5.0 x 10 <sup>6</sup> +	9	
<b>Totals:</b>	1	2	1	3	3	3	(13)	

**Scoring**

- 6 points or less - Category 1 benefits
- 7-11 points - Category 2 benefits
- 12 points or more - Category 3 benefits

Contract Discussion w/ Murnane not final

APPLICATION ATTACHMENT D

CONSTRUCTION EMPLOYMENT AGREEMENT

Recognizing the mission of County of Clinton Industrial Development Agency (the "Agency") to promote construction employment opportunities for residents of Clinton County, New York and in consideration of the extension of financial assistance by the Agency for the project which is the subject of this application (the "Project"), (the "Company") understands that it is the Agency's policy that benefiting private entities should employ New York State residents and agrees to provide the information requested below as a way to provide local construction opportunities. The Company also agrees to provide an estimate of the number, type and duration of construction jobs to be created through Agency assistance, whether employment is gained directly through the Company, its general contractor, or individual vendors.

Upon completion of the Project, the Company shall, if requested by the Agency, submit to the Agency a Construction Completion Report in which is identified names and business addresses of the prime contractor, sub-contractors and vendors engaged in the construction of the Project.

Relevant Company Information:

Company: \_\_\_\_\_

Company representative for Contract Bids and Awards: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

General Contractor, if determined:

Representative: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Construction start date is estimated to be \_\_\_\_\_ with occupancy to be taken on \_\_\_\_\_ (estimated)?

Construction Phase or Process	Duration of Construction Phase	# to be employed
	TBD	
* in DISCUSSION w/ Murnane		

Construction Phase or Process	Duration of Construction Phase	# to be employed

Dated 6-1-2026

Name of Applicant C.J. Madona

Signed C. J. Madona G.C.

Printed Name and Position for UMS Property LLC + Schuler System L.P.

**CDC Real Estate Inc. (BROKER)**

**CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE  
THIS IS A LEGALLY BINDING CONTRACT  
IF IT IS NOT UNDERSTOOD, WE RECOMMEND THAT YOU  
CONSULT AN ATTORNEY BEFORE SIGNING**

**1. PARTIES**

The seller is **Connecticut Ave. Holdings LLC** 104 Sharron Ave. Plattsburgh, NY 12901.

The purchaser is **UMS PROPERTY, LLC**, 194 Pleasant Ridge Road Plattsburgh, NY 12901.

**2. PROPERTY DESCRIPTION OF THE PREMISES**

The subject of this contract is the premises located in the Town of Plattsburgh, New York, County of Clinton, consisting of a 67,573 +/- square feet building located on 24.31 +/- acres at 133 Connecticut Road (Tax Parcel ID #233.-5-52). The premises legal description is described on Schedule A.

**3. AGREEMENT**

The seller agrees to sell and the purchaser agrees to purchase the premises under all terms and conditions stated herein:

**4. PURCHASE PRICE**

The purchase price is \$9,000,000. It shall be payable as follows:

Initial Deposit: \$25,000 (USD) due upon mutual execution of a definitive Purchase and Sale Agreement.

Second Deposit: \$100,000 (USD), due upon completion and satisfaction of all due diligence items.

Balance: Remaining balance due at closing by certified or bank check.

**5. WARRANTY DEED**

The seller shall convey marketable title to the premises to the purchaser by **WARRANTY DEED**, with Lien Covenant, in proper form for recording. If the seller conveys in any trust capacity (e.g., Executor, Administrator, Trustee, etc.) the usual deed given in such cases shall be accepted. The deed shall be prepared, duly executed, and acknowledged by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of said premises free and clear of all liens and encumbrances except as therein stated.

**6. ABSTRACT OF TITLE INSURANCE/EXPENSES**

(a) The Seller shall provide and pay for an up-to-date Abstract of Title or stub search to include an existing title policy, evidencing marketable title to the premises. (Marketable title has been defined as one that is free from reasonable doubt as to any fact or point of law upon which its validity depends) and a five (5) year tax search, and, if the Seller is a corporation, a franchise tax search and certificate of good standing. In addition, the Seller shall pay the transfer tax due on the recording of the deed, and the fee for the TP-584 transfer gains affidavit. In addition, the Seller shall be responsible for and shall pay any expenses reasonably required in order to be able to convey good and marketable title as herein agreed.

(b) The Purchaser shall pay for the final Abstract continuation, the deed recording fee, the filing fee for the equalization and assessment form (RP-5217) and sales tax on personal property, if any. If Purchaser elects to obtain title insurance, it shall be at Purchaser's expense.

#### **7. EXISTING CONDITIONS**

The seller shall convey the premises subject to all covenants, conditions, restrictions, and easements of record, and any state of facts, which an inspection and/or accurate survey may show, provided that title is not rendered unmarketable by any of the above and Purchaser's proposed use as warehouse, distribution and offices is not restricted.

#### **8. DISCHARGE OF LIENS**

Seller may pay and discharge any liens and encumbrances not provided for herein out of the monies paid by purchaser on the transfer of title.

#### **9. CONDITION OF PREMISES**

The building on the premises herein are hereby sold "as is" (as of the date of this agreement), without warranty as to condition express or implied. However, in the event of any damage, destruction, or taking within the meaning of the provisions of Section 5-1311 of the General Obligations Law of the State of New York, said section shall apply to this contract.

#### **10. PERSONAL PROPERTY**

The following personal property, as described on Annex "A", currently owned by the seller, free of all liens and encumbrances, shall be left at the property. The parties agree the personal property described on Annex "A" has a value of \$180,000.00 which will be purchased by the Purchaser at closing and shall be conveyed by Bill of Sale in AS IS condition. This personal property is in addition to the purchase price for the real property as described in Paragraph 4, herein. Seller shall provide an affidavit of title to this personal property as free and clear. Buyer shall prepare and file New York State Form AU.196.10, Notification of Sale, Transfer or Assignment in Bulk, ten (10) days prior to the Closing Date. Seller shall remain liable for, and shall indemnify Buyer from, all taxes that are stated to be due and owed by Seller (excluding sales tax owed on the transfer of the Assets contemplated herein) in response to the filing of such form. Buyer shall be

responsible for the payment of sales tax on the transfer of the personal property as described on Annex "A".

**11. ADJUSTMENT TO PURCHASE PRICE**

All real estate taxes, water, and sewer charges, fuel, utilities and rents shall be pro-rated as of the date of the closing.

**12. REAL ESTATE BROKER**

The purchaser and seller agree that CDC (broker) brought about this sale and seller agrees to pay its commission as agreed to by the Seller.

**13. TRANSFER OF TITLE**

Transfer of title shall be completed within 15 business days of the last day of due diligence or the CCIDA approval of Purchaser's Project at the Seller's attorney or at the local office of the lending institution or its attorney.

**14. ATTORNEY'S APPROVAL CLAUSE**

This agreement is contingent upon purchaser and seller obtaining approval of this agreement by their attorney as to all matters contained herein. This contingency shall be waived unless purchaser's or seller's attorney, on behalf of their respective clients, notifies CDC (listing broker) in writing of their disapproval of this agreement no later than five (5) business days after said client has received a completed executed copy of this contract.

**15. LEGAL**

It is agreed by all parties that a final walk-through inspection of the subject property may be made prior to closing to ensure that the subject property is in the same condition as existing on the date of this agreement, normal wear and tear excepted.

**16. TIME PERIOD OF OFFER**

N/A.

**17. NOTICES**

All notices contemplated by this agreement shall be in writing, delivered by email, mail, postmarked no later than the required date, or by personal service by such date.

**18. DEPOSIT**

The deposit of \$25,000 paid by the purchaser upon both parties signing this agreement, and the additional deposit of \$100,000, paid by the purchaser upon the completion and satisfaction of all due diligence items, shall be held in escrow by CDC and shall be deposited in Champlain National Bank in Champlain, New York. The deposit shall be credited to the purchase price at closing. If there is a

termination of this agreement prior to closing, the deposit may only be released by mutual written agreement of the parties or by Court Order.

## **19. DUE DILIGENCE**

Purchaser shall have a period of forty-five (45) days from the Effective Date (the "Due Diligence Period") to conduct its due diligence review of the Property.

During the Due Diligence Period, Purchaser and its agents shall have access to the Property, upon prior notice, for the purpose of completing the following: (i) obtaining, transferring, or updating any existing environmental reports into the Buyer's name; (ii) performing a technical and/or structural inspection of the building and all improvements; (iii) reviewing all matters related to real estate taxes, including current tax bills, assessments, and any pending or potential changes; (iv) reviewing any existing survey and, if necessary, obtaining an updated or new survey.

Seller shall reasonably cooperate with Purchaser in connection with Purchaser's tests, inspections, and investigations, all at no cost, risk or liability to Seller, except as otherwise provided herein. Purchaser shall restore the Property to its original condition immediately after any and all tests and/or inspections. Purchaser agrees to indemnify, defend and hold Seller and its respective partners, trustees, beneficiaries, shareholders, members, managers, advisors and other agents and their respective employees, officers, directors and shareholders (the "Indemnified Parties") harmless from and against any and all claims, losses, damages, costs and expenses (including, without limitation actual attorneys' fees and court costs) made, brought, sought or incurred by any of the Indemnified Parties by reasons directly arising out of, caused (in whole or in part) by or in connection with any activities of Purchaser (including activities of any of Purchaser's employees, consultants, contractors or other agents and prospective tenants of the Purchaser) relating to the Property, including, without limitation, mechanics' liens, damage to the Property, and injury to persons or property resulting from such activities in connection therewith.

During the due diligence period, Seller shall make available for review to Purchaser all records, reports, files, governmental permits and approvals, title and survey documents and other materials relating to the Property that are in the Seller's possession and/or control related to the legal status, condition and history (environmental and otherwise) of the Property. The Due Diligence Period may be unilaterally abbreviated by Purchaser, or mutually extended in writing by the parties.

If Purchaser, in its sole discretion, is not satisfied with the results of its due diligence, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period, in which case the deposit shall be returned to Purchaser and neither party shall have any further obligation hereunder, except as otherwise expressly provided.

Following the Due Diligence Period, the Closing shall occur within 15 business days after the Clinton County IDA approves the Purchaser PILOT/IDA benefits for the Purchaser's Property.

**DATED:** \_\_\_\_\_

**UMS Property, LLC**

**PURCHASER:** *Robert R. Grinnell/CR*

**DATED:** \_\_\_\_\_

**Connecticut Ave.  
Holdings, LLC**

**SELLER:** \_\_\_\_\_

## **ANNEX “A” Personal Property**

As set forth in Section 10, the following personal property will be purchased by Purchaser at the time of closing:

Cubicle units;

1<sup>st</sup> Floor;

Main office area – 4 units.

Former Labeling office – 12 units and 12 tall storage lockers

Warehouse – 6 Units

2<sup>nd</sup> Floor – 39 Units

Cubicles are Haworth – modular in design, generally consisting of work surfaces, panel frames, power pathways, file storage, lockers (at some units), work surface supports, panel connectors, and power poles to the ceiling.

For the Racking System – they are Ridg-u-rak based on the model numbers pulled from the racks.

All bays are ~9’L.

Heights are ~17’H.

Orange Rack Supports; Model # RUR S 410

Green Column Supports; Model # RUR 32

Grey Metal Mesh Pallet Decking; model number not identified.

East Row;

One Row - Two Racks Deep x ~225’L – Three Levels of Decking

South Rows;

4 Rows – Four Racks Deep x 81’L – Three Levels of Decking

1 Row – Four Racks Deep x 63’L – Three Levels of Decking

1 Row – Three Racks Deep x 81’L – Three Levels of Decking

North Rows;

2 Rows – Four Racks Deep x 117’L – Three Levels of Decking

3 Rows – Four Racks Deep x 99’L – Three Levels of Decking

2 Rows – Four Racks Deep x 36’L – Three Levels of Decking

1 Row – Four Racks Deep x 36’L – Two Levels of Decking

1 Row – Two Racks Deep x 36’L – Three Levels of Decking

Schedule A

**SCHEDULE A**

**ALL THAT CERTAIN REAL PROPERTY located in the Town of Plattsburgh,  
County of Clinton, State of New York, and more particularly described as:**

**Parcel 66**

**PARC Subdivision Phase III, Town of Plattsburgh**

**ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate along Connecticut  
Road on the former Plattsburgh Air Force Base in the Town of Plattsburgh, County of  
Clinton, State of New York, being parcel 66 as shown on sheet S19 of the Subdivision Plan  
for the project entitled PARC SUBDIVISION PHASE III TOWN OF PLATTSBURGH,  
2006 AMENDMENT OF LOT 66, prepared by AES Northeast, PLLC, Scott B. Allen, L.S.,  
more particularly described as follows:**

**(The following description is based on the above-mentioned subdivision plans, which  
are recorded in the office of the Clinton County Clerk as 2006-00193558 and 2006-00193559.  
It is intended that, in the event of an ambiguity or conflict between this description and the  
Subdivision Plan, the Subdivision plan shall control.)**

**BEGINNING at a point in the easterly bounds of said Connecticut Road, which point  
lies at the northeast corner of the premises being described herein (said bounds are 50± feet  
from centerline of pavement);**

**THENCE along the following eight (8) courses and distances:**

- 1. South 57° 06' 34" East 396.98 feet;**
- 2. South 85° 58' 14" East 517.80 feet;**
- 3. South 05° 54' 16" West 263.44 feet;**
- 4. Along a curve to the right, concave to the west, having a chord bearing of South**

- 15° 50' 47" West, a radius of 1092.46 feet, and an arc length of 379.26 feet;
5. South 25° 47' 31" West 622.81 feet;
  6. North 63° 01' 20" West 147.67 feet;
  7. North 63° 01' 20" West 420.04 feet;
  8. North 23° 06' 09" West 747.96 feet to a point in the bounds of Connecticut Road;

THENCE North 32° 52' 41" East 626.85 feet along the bounds of said Connecticut Road to the point or place of beginning.

Containing here 24.307 acres of land more or less.

SUBJECT TO all easements and rights of ways as shown on said subdivision plans.

#### APPURTENANCES

TOGETHER WITH the appurtenance and all the estate and rights of the Grantor in and to said premises.

#### EXCEPTIONS

EXCEPTING THEREFROM all utility systems owned by the United States of America, Primelink, Inc., New York State Electric & Gas Corporation, County of Clinton Industrial Development Agency, Grantor or the Town of Plattsburgh, including wire, cables, conduit, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities, and equipment, reserving the rights of way and easements, as shown on subdivision plans entitled PARC SUBDIVISION PHASE III TOWN OF PLATTSBURGH, 2006 AMENDMENT OF LOT 66, prepared by AES Northeast, PLLC, Scott B. Allen, L.S., which plans are recorded in the Clinton County Clerk's Office, or that may be revealed by a detailed survey and physical inspection of the premises, in the

**United States of America, Primelink, Inc., New York State Electric & Gas Corporation, County of Clinton Industrial Development Agency, Grantor and the Town of Plattsburgh to keep, operate, inspect, maintain, repair, remove, and replace such utility systems, and for ingress and egress to and from such systems. Not included in this exception are those parts of the utility system that serve only a specific building(s) or building lot(s), and that, in the practice of public utility in the Town of Plattsburgh, Clinton County, New York, are usually controlled by individual realty owners and not by utility providers.**

**FURTHER EXCEPTING THEREFROM all utility easements and rights of way on the premises conveyed by the Grantor to the Town of Plattsburgh by Assignment and Assumption of Grant of Easement for Utility Systems dated the 28<sup>th</sup> day of January, 2005, and recorded in the Office of the Clerk of Clinton County on the 4<sup>th</sup> day of February, 2005, as Instrument Number 05179424.**

**FURTHER EXCEPTING THEREFROM all utility easements and rights of way on the premises conveyed by the Grantor to New York State Electric & Gas Corporation by Assignment and Assumption of Grant of Easement dated as of the 16<sup>th</sup> day of December, 2004, and recorded in the Office of the Clerk of Clinton County on the 11<sup>th</sup> day of January, 2005, as Instrument Number 05178762.**

**RESERVATIONS**

**A. THIS COVEYANCE is made expressly subject to any and all reservations, covenants and restrictions contained in a certain deed dated September 14, 2006, and recorded in the Office of the Clerk of Clinton County on October 4, 2006, as Instrument Number 06-00199004 by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, and the COUNTY OF CLINTON INDUSTRIAL**

**DEVELOPMENT AGENCY, and which reservations, covenants and restrictions are by this reference incorporated into this deed.**

**B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.**

**C. AND FURTHER RESERVING an easement for aircraft noise impact associated with the operation of the Plattsburgh International Airport. Said easement shall encompass the right, in the airspace above the surface of the property described on Exhibit A, having the same boundaries as the above described property and extending from the surface upwards to the limits of the atmosphere of the earth, to cause in said airspace such noise and vibrations and all other effects that may be caused or may have been caused by the operation of aircraft landing at or taking off from, or operation at or on Plattsburgh International Airport.**

**D. This instrument is subject to the right of New York State Electric & Gas Corporation, its successors and assigns, to obtain an easement for the installation, operation and maintenance of facilities on, over, through or under the property, the location of such easement being subject to the consent of the owner, which consent shall not be unreasonably withheld, conditioned or delayed. This provision shall be a covenant running with the land.**

**BEING the same premises conveyed by Plattsburgh Airbase Redevelopment Corp., a not-for-profit corporation organized under the laws of the State of New York, to Mount Whitney Meadows, LLC, a limited liability company organized and existing under the laws of the State of New York, by deed dated December 21, 2006, and recorded January 2, 2007, as Instrument Number: 2007-00201783 in the office of the Clinton County Clerk.**