



New York State Canal Corporation
REAL ESTATE PERMIT
 FOR USE AND OCCUPANCY OF
 NEW YORK STATE
 CANAL CORPORATION PROPERTY

Permit No.C21664
 Plate No.4800
 Use Code ACC DOC
 CPM No.Reservoir Map- -55
 Cl Sta. 0
 Side
 Parcel Nos.
 Buoy No.
 County Oneida

Permittee Name PHILLIP FINSTER
 SANDRA FINSTER
 Address 289 MILLERS GROVE RD
 FRANKFORT, NY 13340
 Telephone Number 315-894-8217 315-794-3157
 Property Description: APPROXIMATELY 9,350 SQFT OR 0.21 ACRES OF CANAL LAND
 Property Location: ALDER CREEK RESERVOIR/KAYUTA LAKE-RESERVOIR MAP-55-
 Town/Village/City Town of Remsen SBL 85.004 2 38 - 9200 Brown Tract Rd

GENERAL PERMIT CONDITIONS:

1. Permit to use and occupy the above identified New York State Canal Corporation property for the purpose of
ACCESS TO CANAL LAND AND DOCK LOCATED AT KAYUTA LAKE.

This permit shall not be assigned or transferred without the prior written consent of the Canal Corporation. Any attempt to assign, transfer or convey any right, title or interest to the above identified property without such prior written consent will be considered an automatic revocation of this permit.

2. The fee for this use and occupancy permit shall be **\$100.00** per year, beginning July 1, 2013. The applicant agrees that if the fee is not paid within fifteen (15) days after it has become due, a late charge of two (2) percent per month on the outstanding balance will be due and owing to the New York State Canal Corporation.
3. Upon payment of the initial permit fee, a canal identification plate will be provided to the permittee. The canal identification plate must be attached to a stationary object and it must be conspicuously visible from the water.
4. The fee is due at the beginning of the permit period and each succeeding year thereafter unless otherwise stated. The fee by check, bank cashier's check or money order, is payable to the New York State Canal Corporation within thirty (30) days of the date of invoice, at:

New York State Canal Corporation
 200 Southern Boulevard
 Post Office Box 22058
 Albany, New York 12201-2058

5. The applicant is responsible for (a) all property repairs, improvements, and maintenance; (b) compliance with applicable Federal, State and local laws, ordinances, codes, and rules and regulations including but not limited to complying with the building code and obtaining local building permits required; and (c) obtaining all other required permits from Federal, State, and local agencies, including, but not limited to, the U.S. Army Corps of Engineers, New York State Department of Environmental Conservation, and Town or City Departments.
6. The applicant agrees (a) to allow the New York State Canal Corporation, The New York State Thruway Authority or their representatives to inspect periodically the permit area; (b) to indemnify and to hold harmless the People of the State of New York, the New York State Canal Corporation and the New York State Thruway Authority from any loss or claim by reason of any use or misuse of the permit area; (c) to maintain the property in a neat, clean, and sanitary condition; (d) not to subrent nor assign the permit area; (e) not to place or store any hazardous or toxic materials, as defined in applicable State and Federal laws, on the permit area; and (f) not to make any alterations, excavations, modifications, or improvements of any kind without written permission from the New York State Canal Corporation.
7. The applicant agrees to provide a certificate of general liability insurance in the amount of **\$300,000.00** (combined property damage and/or bodily injury, including death) single limit per occurrence for the protection of the permittee, the People of the State Of New York, the New York State Canal Corporation, and the New York State Thruway Authority, as additional insured. General liability insurance is to be provided by an insurance company licensed in New York State. The insurance company is required to provide thirty day written notice of cancellation to the Canal Corporation.
8. Neither the New York State Canal Corporation nor the New York State Thruway Authority shall be responsible for any loss of real property or personal property.

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8. Neither the New York State Canal Corporation nor the New York State Thruway Authority shall be responsible for any loss of real property or personal property.

9. Upon thirty (30) days written notice, this permit can be revoked by the Canal Corporation or can be terminated by the permittee. Whereupon it shall be the responsibility of the permittee to remove, at permittee's expense, all structures and works located in the permit area. Upon failure of the permittee to remove such works and structures, the New York State Canal Corporation or its representatives may without further notice summarily enter upon and remove from said premises any and all encroachments and property of the permittee at the permittee's own cost and expense.

10. The applicant understands that the fee may be updated periodically. Failure to pay the new fee will result in the permit's cancellation.

11. In accordance with all applicable statutes, the applicant agrees not to discriminate because of race, creed, color, sex, national origin, age, disability, or marital status against anyone who uses the permit area or gains access to the permit area if the premises are used for public accommodation or as a public service.

12. A sketch of the permit area is attached.

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13. No right, title, ownership, or interest of any kind in the property is granted by this permit. The permittee will not claim such by prescriptive right or otherwise.
14. The area under permit shall exclude the right-of-way of any trail constructed or sanctioned by the New York State Canal Corporation. The permittee shall not restrict or in any way impede the use of said trail.
15. In addition to the above listed standard conditions, this permit is also subject to the special conditions listed below as/if applicable under, "OTHER CONDITIONS," which are hereby incorporated into this document up to the notation of, "END OF OTHER CONDITIONS."

The permit provisions are severable. If any permit provision is held invalid, it will not affect the remaining permit provisions.

IN CONSIDERATION of the granting of a permit, the undersigned accepts all the above described conditions as well as the Rules and Regulations of the New York State Canal Corporation and the Regulations Governing Occupancy and Work Permits which are incorporated as though stated fully in this permit.

ACCEPTANCE OF PERMIT:

Date June 26, 2013

L. Phillip Finster
Signature of Permittee

ACCEPTANCE OF PERMIT:

Date June 26, 2013

Sandra Finster
Signature of Permittee (If Joint Application)

APPROVAL

Approval is recommended in accordance with the above described Rules and Regulations of The New York State Canal Corporation and the Regulations Governing Occupancy and Work Permits which are incorporated as though stated fully in this permit.

OFFICIAL SIGNATURE

Date 7/9/13

Jonathan P. Ruby
Supervisor, Real Property Management

OTHER CONDITIONS:

- 1 This permit supersedes permit number C27328 previously issued to Richard Miazga & Constance Miazga.
- 2 The Permittee shall maintain Canal lands in a neat and clean manner and shall exercise care to protect the natural environment in the area covered by this permit.
- 3 The removal of dead brush and vegetation is allowed but no cutting of live healthy trees shall be permitted without prior approval from the Syracuse Division Canal Engineer or his agents.
- 4 No grading, cutting, filling or any form of earthwork is allowed on the permit site.
- 5 No permanent structures or foundations can be erected on the permit site.

END OF OTHER CONDITIONS