

BARCLAY DAMON^{LLP}

Thomas F. Walsh
Partner

September 1, 2016

Andrew Guglielmi, Esq.
New York State Department of Environmental Conservation
Office of Counsel
625 Broadway, 14th Floor
Albany, New York 12233-1500

RE: Environmental Easement Package
Site Name: Modock Springs – DLS Sand and Gravel, Inc.
Site No.: 835013

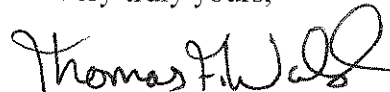
Dear Mr. Guglielmi:

As you requested in your June 6, 2016 letter, enclosed please find a hard copy of the time-stamped recorded environmental easement with respect to the above-referenced property. Also enclosed is a copy of the returned receipt from the Town of Victor verifying that they have received the recorded easement and notice.

I believe you now have everything required to process the Certificate of Completion.

If you should have any questions please do not hesitate to contact me.

Very truly yours,



Thomas F. Walsh

TFW:mc
Enclosures
cc: Bradford Burns, Esq. (via electronic mail)

UNITED STATES POSTAL SERVICE

NY 144

21 JUL '15

PM 41



First-Class Mail
Postage & Fees Paid
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• Sender: Please print your name, address, and ZIP+4® in this box*

BARCLAY DAMON, LLP
2000 HSBC PLAZA
100 CHESTNUT STREET
ROCHESTER, NY 14604

Woolsh
[Signature]

3018204

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9590 9401 0023 5168 3670 02

U.S. Postal Service™ *3018204*
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
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<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$
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6129 9966 2000 0490 5102 7015 0640 0023 5168 3670 02

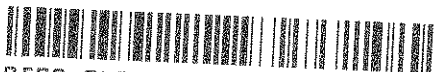
Sent To: *Jack Marren*
 Street and Apt. No., or PO Box No.: *85 East Main St.*
 City, State, ZIP+4: *Victor NY 14524*

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jack Mearren
85 East Main St.
Victor, WI 14524



9590 9401 0023 5168 3670 02

2. Article Number (Transfer from service label)

7015 0640 0002 9366 6719

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Handwritten Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

X HENER

C. Date of Delivery

7.1.16

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail
- Registered Mail Restricted Delivery (over \$500)
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- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

BARCLAY DAMON^{LLP}

Thomas F. Walsh
Partner

July 18, 2016

SENT VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Jack Marren, Supervisor
Town of Victor
85 East Main Street
Victor, NY 14564

Re: Syracusa Sand and Gravel, Inc. – Environmental Easement
Address: 1389 Malone Road, Victor, NY
Site No.: 835013

Dear Supervisor Marren:

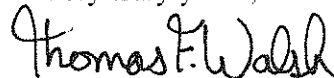
We represent Syracuse Sand and Gravel, Inc. (“SS&G”) with respect to certain environmental matters involving its ~173 acres property located at the address of 1389 Malone Road in the Town of Victor, County of Ontario, New York with the tax map identification no.: 27.00-1-62.000 (the “SS&G Property”).

On June 3, 2016, SS&G granted an environmental easement to the New York State Department of Environmental Conservation (“NYSDEC”) for the SS&G Property. A time-stamped copy of that environmental easement is attached for your ease of reference.

Pursuant to the terms of the easement, we are also required to officially notify the local municipality of the existence of the easement and its recording. In that regard, enclosed please find the formal notice that the NYSDEC requires be sent to the Town of Victor that the easement has been executed and recorded in the County of Ontario.

Should you or your legal counsel have any questions please do not hesitate to contact me.

Very truly yours,


Thomas F. Walsh

Enclosures

cc: Allan Floro, Esq., Nixon Peabody, LLP (via electronic mail)
Andrew Guglielmi, Esq., NYSDEC (via electronic mail)
Bradford Burns, Esq., NYSDEC (via electronic mail)

NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

1389 Malone Road
Victor, New York 14564

Property Owner/Grantor: Syracuse Sand and Gravel, Inc.

The Tax Map Identification No.: 27.00-1-62.000

NYS Department of Environmental Conservation Site No.: 835013

The Environmental Easement for the above referenced property has been filed in the Ontario County Clerk's Office on the 28th day of June , 2016, at Liber and Page 1364 and 614 .

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to commercial use.

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: http://www.dec.ny.gov/docs/remediation_hudson_pdf/835013e.pdf.

JUN 28 2016

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

364 page 614

THIS INDENTURE made this ~~11~~³⁰ day of ~~May~~^{June}, 2016, between Owner Syracuse Sand and Gravel, Inc., having an office at 1389 Malone Road, County of Ontario, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 1389 Malone Road in the Town of Victor, County of Ontario and State of New York, known and designated on the tax map of the County Clerk of Ontario as tax map parcel numbers: Section 27 Block 1 Lot 62 (#27.00-1-62.000), being the same as that property conveyed to Grantor by deed dated June 12, 1973 and recorded in the Ontario County Clerk's Office in Liber and Page 729 and 78. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 173 acres more or less, and is hereinafter more fully described in the Land Title Survey dated May 13, 2016 prepared by Professional Engineering Group attached hereto as Figure 1, and which will also be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation

BAKCLAY DAMON, LLP
2000 HSBC PLAZA
100 CHESTNUT STREET
ROCHESTER, NY 14604

established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of the Judicial Consent Decree bearing index number 16-cv-06217-DGL, entered by the Clerk of the United States District Court for the Western District of New York, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

"Commercial Use" as defined in 6 NYCRR Part 375-1.8(g)(2)(iii).

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of the groundwater underlying the Site is prohibited without necessary water quality treatment as determined by the NYSDOH or the Ontario County Department of Health to render it safe for use as drinking water (but not restricting the use of the uncontaminated bedrock groundwater as a source of industrial water), and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for "Residential Use" as defined in 6 NYCRR Part 375-18.8(g)(2)(i) and/or "Restricted-Residential Use" as defined in 6 NYCRR Part 375-1.8(g)(2)(ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County(Ontario County), NYSDEC Site Number (835013), Consent Decree Index Number 16-cv-06217-DGL, and the County tax map number (#27.00-1-62.00) or the Liber and Page (Ontario County Clerk's Office in Liber 729 and Page 78) or computerized system identification number.

Parties shall address correspondence to: Site Number: 835013
Office of General Counsel
NYSDEC
625 Broadway

With a copy to:

Albany New York 12233-5500
Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Syracusa Sand and Gravel, Inc.

By:



Print Name:

SCOTT M SYRACUSA

Title:

PRESIDENT

Date:

5-16-16

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF MONROE)

On the 16th day of May, in the year 2016, before me, the undersigned, personally appeared Scott M. Syracuse, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York

THOMAS E. WILSON
Notary Public in the State of New York
MONROE COUNTY
Commission Expires July 28, 20 18

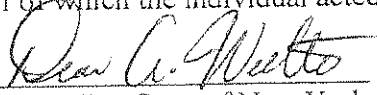
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 3rd day of June, in the year 2016, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, 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

Drew A. Wellette
Notary Public, State of New York
Qualified in Schenectady Co.
No. 01WE6089074
Commission Expires 03/17/ 2019

SCHEDULE "A"
PROPERTY LEGAL DESCRIPTION
AS FILED IN MONROE COUNTY CLERK'S OFFICE AT LIBER 729, PAGE 78

All that tract or parcel of land situated in the Town of Victor, County of Ontario and State of New York, being bounded and described as follows:

Beginning at a point in the centerline of Malone Road at the northwest corner of premises excepted and reserved in a deed from Thomas Leo Ryan and Lucille E. Ryan to John Syracuse by deed recorded in the Ontario County Clerk's Office in Liber 535 of Deeds at page 209; running thence northerly along the centerline of said Malone Road on a course forming an interior angle of $112^{\circ}-02'-30''$ east with the north line of the said premises so excepted a distance of 175.54 feet; running thence along the centerline of said Malone Road in a line forming an interior angle with the last described course of $197^{\circ}-01'-30''$ a distance of 199.63 feet; running thence along the centerline of said Malone Road in a line forming an interior angle with the last described course of $182^{\circ}-16'-30''$ a distance of 673.86 feet; running thence along the centerline of said Malone Road in a line forming an interior angle with the last described course of $171^{\circ}-24'$ a distance of 265.15 feet; running thence along the centerline of said Malone Road in a line forming an interior angle with the last described course of $159^{\circ}-27'-30''$ a distance of 499.24 feet; running thence along the centerline of said Malone Road in a line forming an interior angle with the last described course of $173^{\circ}-55'-30''$ a distance of 500.00 feet; running thence along the centerline of said Malone Road in a line forming an interior angle with the last described course of $183^{\circ}-36'-30''$ a distance of 235.00 feet; running thence easterly along the north lines of lots numbers three and six in said township, said course forming an interior angle of $81^{\circ}-48'-11''$ with the last described course a distance of 2381.26 feet to a point; running thence southerly in a line forming an interior angle with the last described course of $90^{\circ}-13'-19''$ a distance of 1018.00 feet to a point; running thence southerly in a line forming an interior angle with the last described course of $89^{\circ}-46'$ a distance of 1682.32 feet to a point; running thence westerly in a line forming an interior angle of $89^{\circ}-47'-30''$ a distance of 1657.58 feet to an iron pin set in the southeast corner of the premises excepted in the aforementioned deed to John Syracuse as recorded in the Ontario County Clerk's Office in Liber 535 of Deeds at page 209; running thence northerly in a line forming an interior angle of $91^{\circ}-25'$ a distance of 385.16 feet to a point; running thence northerly in a line forming an interior angle of $267^{\circ}-25'$ a distance of 1099.06 feet to the point and place of beginning, containing 161.372 acres of land and being the same premises conveyed by Thomas Leo Ryan a/k/a T. Leo Ryan and Lucille E. Ryan to John Syracuse by deed dated 28 January 1953 and recorded on 13 February 1953 in the Ontario County Clerk's Office in Liber 535 of Deeds at page 209.

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND situated in the Town of Victor, County of Ontario and State of New York, more particularly described as follows: Beginning at the centerline of Malone Road at the northwest corner of land owned by John Turner and running thence north $4^{\circ}-33'$ east 218.46 feet along the centerline to a point; thence due north 192.18 feet along the centerline to a point; thence south $79^{\circ}-31'$ east 25.17 feet to an iron pipe set on the east line of Malone Road and continuing south $79^{\circ}-31'$ east on a line which passes 50 feet north of the northwest corner of the barn 1,073.89 feet to an iron pipe set 100.0

feet west of an existing post in a fence line; thence south 7°-54' west 385.16 feet to an iron pipe set on the north line of land of John Turner at the base of a large tree stump; thence north 80°-41' west 1,034.28 feet along Turner's north line to an iron pipe set on the east line of Malone Road; thence continuing north 80°-41' west 24.84 feet to the place of beginning, containing 9.768 acres of land, according to a survey made by Harnish and Lookup dated Nov. 7, 1952.

Being the same premises conveyed by Lucille E. Ryan, survivor of her husband, Thomas Leo Ryan, by deed dated the 30th day of July 1962, and recorded in the Ontario County Clerk's Office in Liber 652 of Deeds at page 494.

Premises are conveyed subject to covenants, easements and restrictions of record.

PROPERTY DESCRIPTION
FROM THE MAP DATED May 13, 2016 AND ATTACHED HERETO AS
FIGURE 1
BEING AND INTENDING TO DESCRIBE THE SAME PROPERTY AS THE
ABOVE LEGAL DESCRIPTION

Commencing at a point, said point being the intersection of the centerline of Malone Road and the northerly boundary line of lands owned by Syracuse Sand and Gravel, Inc., Town of Victor, Ontario County, New York, and presently recorded as tax account parcel number 27.00-1-62.000; thence

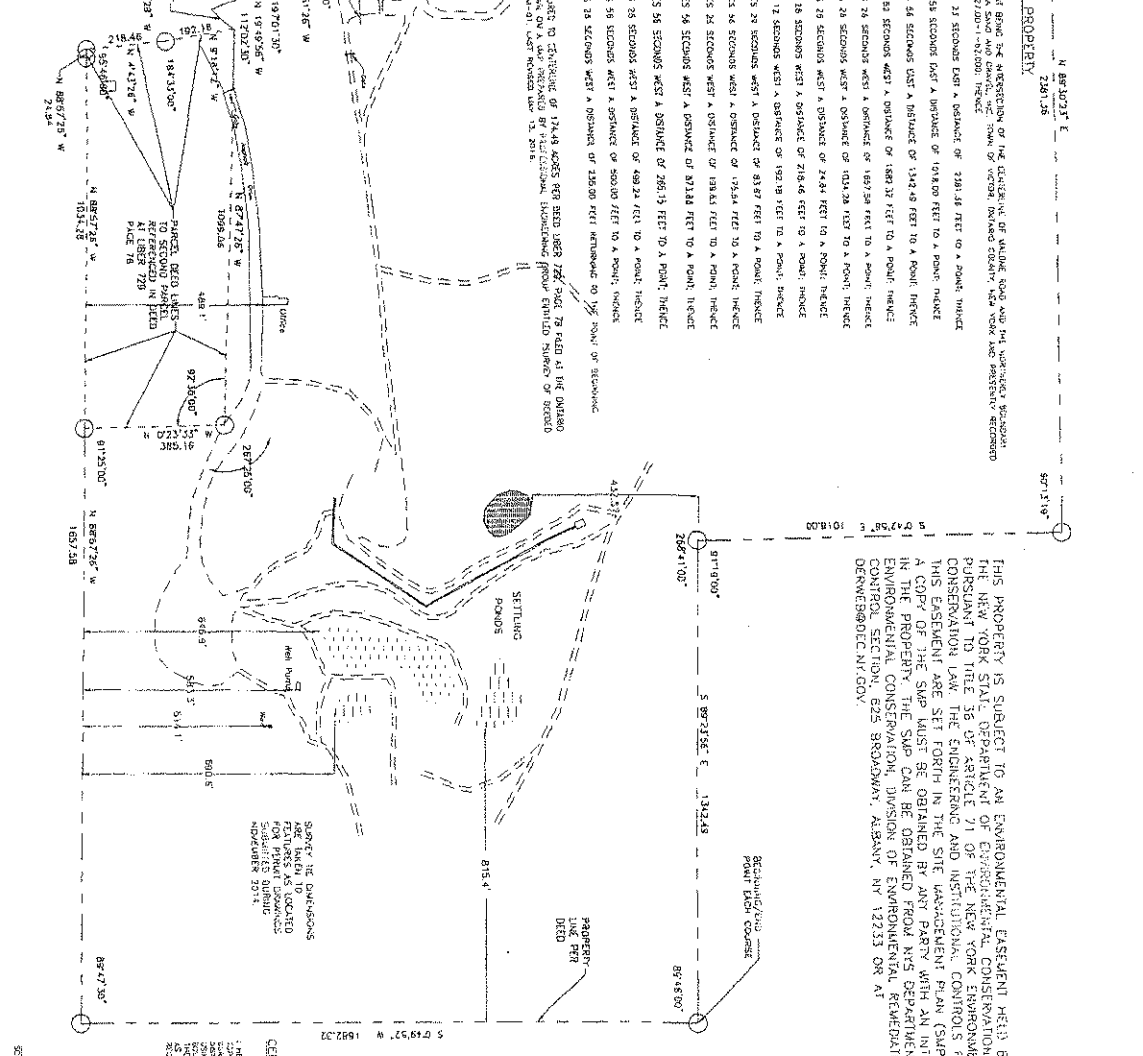
- 1) North 89 degrees 30 minutes 23 seconds East a distance of 2381.36 feet to a point; thence
- 2) South 0 degrees 42 minutes 56 seconds East a distance of 1018.00 feet to a point; thence
- 3) South 89 degrees 23 minutes 56 seconds East a distance of 1342.49 feet to a point; thence
- 4) South 0 degrees 49 minute 52 seconds West a distance of 1682.32 feet to a point; thence
- 5) North 88 degrees 57 minutes 26 seconds West a distance of 1657.58 feet to a point; thence
- 6) North 88 degrees 57 minutes 26 seconds West a distance of 1034.28 feet to a point; thence
- 7) North 88 degrees 57 minutes 26 seconds West a distance of 24.84 feet to a point; thence
- 8) North 4 degrees 43 minutes 26 seconds West a distance of 218.46 feet to a point; thence
- 9) North 9 degrees 18 minutes 12 seconds West a distance of 192.18 feet to a point; thence
- 10) South 41 degrees 41 minutes 29 seconds West a distance of 83.87 feet to a point; thence
- 11) North 19 degrees 49 minutes 56 seconds West a distance of 175.54 feet to a point; thence

- 12) North 36 degrees 51 minutes 26 second West a distance of 199.63 feet to a point; thence
- 13) North 39 degrees 07 minutes 56 seconds West a distance of 673.86 feet to a point; thence
- 14) North 30 degrees 31 minutes 56 seconds West a distance of 265.15 feet to a point; thence
- 15) North 9 degrees 59 minutes 26 seconds West a distance of 499.24 feet to a point; thence
- 16) North 3 degrees 54 minutes 56 seconds West a distance of 500.00 feet to a point; thence
- 17) North 7 degrees 31 minutes 26 seconds West a distance of 235.00 feet returning to the point of beginning.

Encompassing a land area measured to centerline of 174.49 acres per deed Liber 729, Page 78 filed at the Ontario County Clerk's office and shown on a map prepared by Professional Engineering Group entitled "Survey of Deeded Lands" being drawing number SM-01, last revised May 13, 2016.

FIGURE 1
MAP OF PROPERTY DATED MAY 13, 2016
PREPARED BY PROFESSIONAL ENGINEERING GROUP

LEGEND
 DEED LINE
 SETTLING POND



CERTIFICATION
 I, HENRY GREEN, having been duly sworn and certified as a Professional Engineer, do hereby certify that the above is a true and correct copy of the original and correct record of the Survey of Deeded Lands, as shown to me by the owner, MALONE ROAD PI, SHIAR COUNTY, NEW YORK.

PROFESSIONAL ENGINEERING FIRM
 HENRY GREEN
 1111 WEST 113TH STREET
 NEW YORK, NEW YORK 10030
 HENRY GREEN, INC.
 1111 WEST 113TH STREET
 NEW YORK, NEW YORK 10030

DEED DESCRIPTION OF PROPERTY
 THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW. THE ENGINEERING AND INSTRUMENTAL SURVEY FOR THIS ESTATEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP) A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BRONXWAY, ALBANY, NY 12213 OR AT DENNENB@DEC.NY.GOV.

LOCATION MAP
 TOWN OF VICTOR
 SHOWING THE LOCATION OF THE SITE WITHIN THE TOWN OF VICTOR.

SM-01
 SHEET 1 OF 1

DEED LINE
SETTLING POND

PROFESSIONAL ENGINEERING FIRM
 HENRY GREEN
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 NEW YORK, NEW YORK 10030

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