



MONTGOMERY COUNTY – STATE OF NEW YORK  
 HELEN A BARTONE, COUNTY CLERK  
 P O BOX 1500, FONDA, NY 12068

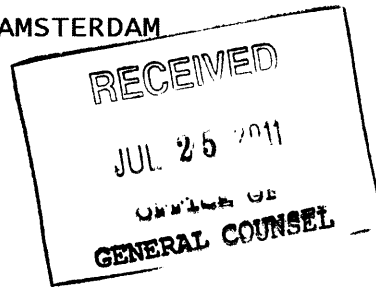
COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



RECEIPT NO. : 2011115306

Clerk: WN  
 Instr #: 2011-43060  
 Rec Date: 07/18/2011 01:05:40 PM  
 Doc Grp: RP  
 Descrip: EASEMENT  
 Num Pgs: 14  
 Rec'd Frm: KCS ABSTRACT

Party1: CITY OF AMSTERDAM THE  
 Party2: PEOPLE OF THE STATE OF NEW YORK  
 THE  
 Town: CITY OF AMSTERDAM



Recording:

Cover Page	5.00
Recording Fee	85.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 115.00

Transfer Tax	
Transfer Tax	140.00

Sub Total: 140.00

Total: 255.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax# : 1444

Consideration:	35000.00
Transfer Tax:	140.00

I hereby certify that the within and foregoing was recorded in the Montgomery County Clerk's Office

*Helen A. Bartone*

Helen A Bartone  
 Montgomery County Clerk

Record and Return To:

NYSDEC  
 625 BROADWAY  
 ALBANY NY 12233

\*\*\*THIS IS NOT AN INVOICE\*\*\*

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

THIS INDENTURE made this 20<sup>th</sup> day of April, 2011, between  
Owner(s) The City of Amsterdam, having an office at 61 Church Street, Amsterdam, New  
York 12010, (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 of ensuring the potential 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 Corner of Lyon Street and Forest  
Avenue, City of Amsterdam, County of Montgomery, State of New York, known and designated  
on the tax map of the County Clerk of Montgomery as tax map parcel numbers: Section 40.13  
Block 7 Lot 2 (portion of) , being the same as that property conveyed to Grantor by Deed dated  
December 23, 1994 and recorded in the Montgomery County Clerk's Office in Book 587 at page  
123 of deeds, comprising of approximately 16.31 ± acres, and hereinafter more fully described in  
the ALTA/ACSM Land Title Boundary Survey "Lands now or formerly of the City of  
Amsterdam, New York 350 Forest Avenue" dated August 29, 2008 revised November 24, 2008,  
November 26, 2008 and October 21, 2010 , prepared by C.T. Male Associates, P.C., and  
corresponding Schedule "A" property description, both documents are attached hereto and made  
a part hereof (the "Controlled Property"); and

**WHEREAS**, the Commissioner does hereby acknowledge that the Department accepts this  
Environmental Easement in order to ensure the protection of human health and the environment  
and to achieve the requirements for remediation established at this 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 covenants and mutual promises contained herein and the terms and conditions of State Assistance Contract Number C 302571, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls 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. The Controlled Property may be used for passive recreational, commercial or industrial use as described within 6 NYCRR Part 375- 1.8 (g) (2) (iii) and (iv), as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

- (i) Use of the groundwater underlying the property is prohibited without treatment rendering it safe for intended use.
- (ii) Use of the property will be limited to passive recreational, commercial, or industrial.
- (iii) Certification of the Institutional and Engineering Controls is required on an annual basis.
- (iv) In the event that the excavation work at the site involves disturbing soil beneath the filter fabric demarcation layer, a soil management plan must first be submitted to and approved by the Department. The soil management plan shall include detailed plans for sampling, staging, regrading, and covering the excavated soils

B. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan (“SMP”) that the Department has approved for the Controlled Property and all Department-approved amendments to that SMP.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated July, 2007. 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 on the Controlled Property, 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. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP.

The notice shall be a final agency determination. 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:

Regional Remediation Engineer  
NYSDEC - Region 4  
Division of Environmental Remediation  
1130 North Westcott Road  
Schenectady, NY 12306-2014  
Phone: (518) 357-2048 fax: (518) 357-2087

or Site Control Section  
Division of Environmental Remediation  
NYS DEC  
625 Broadway  
Albany, New York 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted residential or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to Article 71 of the Environmental Conservation Law.**

E. 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.

F. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled 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 the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, 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 intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 56, Title 5 or ECL Article 27 Title 14 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information: County, NYSDEC Site Number, NYSDEC Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: B00052  
Department of Environmental Enforcement  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or 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.

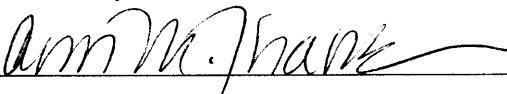
8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed 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 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.

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

**Grantor's Name:** The City of Amsterdam

By: 

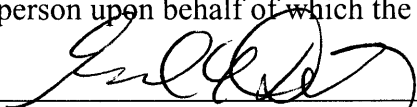
Name: Ann M. Thane

Title: Mayor Date: \_\_\_\_\_

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 5<sup>th</sup> day of March, in the year 2011, before me, the undersigned, personally appeared Ann M. Thane, 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

**GERARD C DECUSATIS**  
Notary Public for New York  
NO. 02DE5040300  
Qualified in Montgomery County  
Comm. expires March 13, 2015



**SCHEDULE "A" ENVIRONMENTAL EASEMENT AREA DESCRIPTION****DESCRIPTION  
PORTION OF LANDS OF THE  
CITY OF AMSTERDAM, NEW YORK  
CITY OF AMSTERDAM, COUNTY OF MONTGOMERY, STATE OF NEW YORK  
AREA = 16.31± ACRES OF LAND**

All that certain tract, piece or parcel of land situate, lying and being in the City of Amsterdam, County of Montgomery, State of New York, lying West of Forest Street, South of Lyon Street, Southeast of Locust Avenue, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Westerly street boundary of Forest Avenue with the Southerly street boundary of Lyon Street and runs thence from said point of beginning along said Westerly street boundary South 19 deg. 18 min. 45 sec. West 81.23 feet to its intersection with the Southwesterly street boundary of Forest Avenue; thence along said Southwesterly street boundary South 23 deg. 48 min. 10 sec. West 139.19 feet to its point of intersection with the division line between the lands of the City of Amsterdam, New York on the North and the lands now or formerly of Peter Demitraszek as described in Book 730 of Deeds at Page 62 formerly lands conveyed to the City of Amsterdam Industrial Development Agency as described in Book 609 of Deeds at Page 83 on the South; thence along said division line North 82 deg. 35 min. 16 sec. West 117.30 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northwest and said lands of Peter Demitraszek on the Southeast; thence along said division line South 23 deg. 48 min. 10 sec. West 95.71 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Southwest and said lands of Peter Demitraszek on the Northeast; thence along said division line South 66 deg. 11 min. 50 sec. East 112.55 feet to its intersection with the Northwesterly street boundary of Forest Street; thence along said Northwesterly street boundary South 23 deg. 48 min. 10 sec. West 140.20 feet to its point of the intersection with the division



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line between the said lands of the City of Amsterdam, New York on the Northeast and the lands now or formerly of Thomas B. Constantino on the Southwest; thence along said division line North 66 deg. 13 min. 35 sec. West 319.37 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the North and said lands of Thomas B. Constantino on the South; thence along said division line South 70 deg. 03 min. 00 sec. West 167.56 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the West and said lands of Thomas B. Constantino on the East; thence along said division line South 16 deg. 25 min. 05 sec. East 12.53 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northwest and other lands now or formerly of Thomas B. Constantino (d.b.a. The Noteworthy Company) as described in Book 414 of Deeds at Page 127 and Book 412 of Deeds at Page 263 on the Southeast; thence along said division line South 38 deg. 48 min. 55 sec. West 111.21 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the North and said other lands of Thomas B. Constantino on the South; thence along said division line South 75 deg. 50 min. 25 sec. West 145.75 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the West and said other lands of Thomas B. Constantino on the East; thence along said division line South 07 deg. 16 min. 20 sec. East 114.43 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northwest and said other lands of Thomas B. Constantino on the Southeast; thence along said division line South 38 deg. 48 min. 55 sec. West 61.45 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Southwest and said other lands of Thomas B. Constantino on the Northeast; thence along said division line South 51 deg. 11 min. 05 sec. East 82.25 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northwest and said other lands of Thomas B.

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Constantino on the Southeast; thence along said division line South 38 deg. 35 min. 40 sec. West 188.25 feet to its point of intersection with the common division line between the said lands of the City of Amsterdam, New York on the West and reputed lands of the City of Amsterdam and lands now or formerly of Thomas B. Constantino (d.b.a. The Noteworthy Company) as described in Book 412 of Deeds at Page 266 on the Southeast; thence along said common division line South 46 deg. 00 min. 00 sec. West 206.44 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northwest and said other lands of Thomas B. Constantino as described in Book 412 of Deeds at Page 266 on the Southeast; thence along said division line South 36 deg. 48 min. 20 sec. West 279.78 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northeast and said other lands of Thomas B. Constantino as described in Book 412 of Deeds at Page 266 on the Southwest; thence along said division line North 51 deg. 48 min. 50 sec. West 65.65 feet to its point of intersection with the common division line between the said lands of the City of Amsterdam, New York on the Southeast and the lands now or formerly of Edward L. Mazur and Gloria Anne Mazur as described in Book 318 of Deeds at Page 389 and reputed lands of Owner Unknown on the Northwest, said point also being the Northeasterly terminus of Elias Street; thence along said common division line North 38 deg. 31 min. 45 sec. East 210.35 feet to its point of intersection with the common division line between the said lands of the City of Amsterdam, New York on the Northeast and said reputed lands of Owner Unknown and the Northeasterly terminus of Krull Street on the Southwest; thence along said common division line North 51 deg. 48 min. 50 sec. West 260.25 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on Southeast and the lands now or formerly of Carmella E. Petrosino as described in Book 412 of Deeds at Page 354 on the Northwest; thence along said division line North 38 deg. 31 min. 45 sec. East 80.00 feet to its point of intersection with the division line between the said lands of the City of

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Amsterdam, New York on the Northeast and said lands of Carmella E. Petrosino on the Southwest; thence along said division line North 50 deg. 15 min. 00 sec. West 81.77 feet to its point of intersection with the common division line between the said lands of the City of Amsterdam, New York on the Southeast and the lands now or formerly of Philip P. Caldarone and Nancy L. Caldarone as described in Book 701 of Deeds at Page 36, lands now or formerly of Carlos Alvarez and Maria D. Parex as described in Book 576 of Deeds at Page 290 and lands now or formerly of Edward C. Tolson and Carol Tolson as described in Book 344 of Deeds at Page 449 on the Northwest; thence along said common division line North 39 deg. 39 min. 40 sec. East 130.00 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northeast and said lands of Edward C. Tolson and Carol Tolson on the Southwest; thence along said division line North 51 deg. 59 min. 10 sec. West 53.00 feet to its point of intersection with the common division line between the said lands of the City of Amsterdam, New York on the Southeast and said lands of Edward C. Tolson and Carol Tolson, lands now or formerly of Benedict A. Isabel as described in Book 501 of Deeds at Page 239 and lands now or formerly of Mohawk Valley Properties Inc. as described in Book 690 of Deeds at Page 13 on the Northwest; thence along said common division line North 38 deg. 00 sec. 50 sec. East 95.50 feet to its point of intersection with the division line between the said lands of the City of Amsterdam, New York on the Northeast and said lands of Mohawk Valley Properties Inc. on the Southwest; thence along said division line North 51 deg. 59 min. 10 sec. West 100.00 feet to its intersection with the Southeasterly street boundary of Locust Avenue; thence along said Southeasterly street boundary the following two (2) courses: 1) North 38 deg. 05 min. 30 sec. East 478.72 feet to a point; and 2) North 43 deg. 29 min. 00 sec. East 8.23 feet to its point of intersection with the Southeasterly street boundary of Lyon Street; thence along said Southeasterly street boundary 61 deg. 44 min. 15 sec. East 10.82 feet to its point of intersection with the Southerly street boundary of Lyon Street; thence along said Southerly street boundary

the following seven (7) course: 1) North 71 deg. 39 min. 50 sec. East 105.38 feet to a point; 2) North 72 deg. 49 min. 35 sec. East 350.45 feet to a point; 3) North 74 deg. 41 min. 00 sec. East 146.58 feet to a point; 4) North 88 deg. 22 min. 30 sec. East 89.17 feet to a point; 5) South 77 deg. 23 min. 30 sec. East 184.62 feet to a point; 6) South 81 deg. 30 min. 25 sec. East 119.02 feet to a point; and 7) South 78 deg. 08 min. 45 sec. East 87.35 feet to the point or place of beginning and containing 16.31± acres of land.

Excepting and reserving from the above described parcel, all that certain tract, piece or parcel of land situate in the City of Amsterdam, County of Montgomery, State of New York, and being more particularly bounded and described as follows:

COMMENCING at the point of intersection of the division line between the lands now or formerly of the City of Amsterdam, New York as described in Book 587 of Deeds at Page 123 on the Northeast and the lands now or formerly of Mohawk Valley Properties Inc. as described in Book 690 of Deeds at Page 13 on the Southwest with the Southeasterly street boundary of Locust Avenue and runs thence from said point of commencement along the above first mentioned division line South 51 deg. 59 min. 10 sec. East 100.00 feet to a point; thence through the said lands of the City of Amsterdam, New York South 81 deg. 03 min. 02 sec. East 130.83 feet to the point of beginning of the herein described exception parcel; thence from said point of beginning through the said lands of the City of Amsterdam, New York the following twenty-three (23) courses: 1) South 78 deg. 04 min. 13 sec. East 37.96 feet to a point; 2) North 12 deg. 53 min. 47 sec. East 160.86 feet to a point; 3) South 77 deg. 10 min. 56 sec. East 41.04 feet to a point; 4) South 13 deg. 34 min. 10 sec. West 70.45 feet to a point; 5) South 78 deg. 49 min. 11 sec. East 35.57 feet to a point; 6) North 57 deg. 51 min. 51 sec. East 28.29 feet to a point; 7) South 32 deg. 54 min. 47 sec. East 9.06 feet to a point; 8) South 57 deg. 05 min. 13 sec. West 18.54 feet to a point; 9) South 77 deg. 25 min. 34 sec. East 21.42 feet to a point; 10) South 12 deg. 58 min. 37 sec. West 25.99 feet to a point; 11) North 77 deg. 01 min. 23 sec. West 18.31 feet to a point; 12) South 12 deg. 40 min. 51 sec. West 28.16 feet to a point; 13) North 77 deg. 09 min. 03 sec. West

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47.52 feet to a point; 14) South 14 deg. 46 min. 35 sec. East 11.81 feet to a point; 15) South 12 deg. 50 min. 43 sec. West 27.51 feet to a point; 16) South 81 deg. 58 min. 44 sec. East 21.37 feet to a point; 17) South 12 deg. 50 min. 43 sec. West 29.09 feet to a point; 18) North 81 deg. 58 sec. 44 sec. West 21.37 feet to a point; 19) South 12 deg. 46 min. 54 sec. West 37.46 feet to a point; 20) North 77 deg. 04 min. 37 sec. West 50.31 feet to a point; 21) North 12 deg. 37 min. 54 sec. East 46.29 feet to a point; 22) North 77 deg. 11 min. 57 sec. West 37.96 feet to a point; and 23) North 12 deg. 48 min. 03 sec. East 19.73 feet to the point or place of beginning and containing 0.35± acre of land.

Intending to describe the outside perimeter of an existing abandoned 3-story brick building located on the lands of the City of Amsterdam, New York.

Subject to any covenants, easements, or restrictions of record.

October 7, 2008

Revised October 16, 2008

Revised November 19, 2008

JFC/jam/amb/jfc/jfc

C.T. Male Project No. 08.8345

SURVEY

