

Allegany Abstract Co.

50 Schuyler St.
Belmont, NY 14813

Phone 585-268-7245
Fax # 585-268-7288

ATTN:	Debra Williamson	Your Reference No.		
Bill To	Ship To		Date	
HARTER SECREST & EMERY LLP 1600 Bausch & Lomb Place Rochester, NY 14604-2711				
				12/18/2012
		Order Number		
		44467		
Item Code	Description		Amount	
Closing	Closing Redate vs Blades Holding Company, Inc. to New York State DEC;		75.00T	
Advance	Abstract No. 1703-Amity Advance recording fees		2.00	
Payment is due upon receipt.			Subtotal	\$77.00
			Sales Tax (8.0%)	\$6.00
Please return a copy of this invoice or note the above order number on your check. Thank you.			Total	\$83.00
			Due Date	1/17/2013

ALLEGANY COUNTY CLERK

ROBERT L. CHRISTMAN

Receipt

Create Time: 12/18/2012 4:22:16 PM

RECEIPT # 2012115024

Recording Clerk: KS

Account: cash4

Rec'd Frm: ALLEGANY ABSTRACT CO (1703)

By Mail/In Person (M/P): P

SHORTAGE OF \$2.00 PD BY ALLEG. ABSTRACT

Instr#: 2012-61007

DOC: EASEMENT

DEED STAMP: 732

OR Party: BLADES HOLDINGS CO INC

EE Party: NEW YORK STATE DEPT OF

CONS

DEEDTP

Cover Page	1	\$7.00
Recording Fee	13	\$44.00
Cultural Ed	1	\$14.25
Records Management - County	1	\$1.00
Records Management - State	1	\$4.75
TP584-2 (Public Utilities)	1	\$1.00

Transfer Tax

Transfer Tax	\$0.00
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Receipt Summary

TOTAL RECEIPT: ---->	\$72.00
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TOTAL RECEIVED: ---->	\$72.00
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Cash Back	\$0.00
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PAYMENTS

Check # 163624 ->	\$70.00
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HARTER SECREST & EMERY LLP

Customer Charge ->	\$2.00
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ALLEGANY ABSTRACT

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

THIS INDENTURE made this 14th day of December, 2012, between Owner **BLADES HOLDING COMPANY, INC.**, at P.O. Box 12, Arkport, 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,
 * NO STREET OR NUMBER.

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 5392 State Route 19, in the Town of Amity, County of Allegany and State of New York, known and designated on the tax map of the County Clerk of Allegany County as tax map parcel numbers: Section 171 Block 1 Lot 60, and part of Section 171 Block 1 Lot 59, being the same as that property conveyed to Grantor by deeds dated March 2, 1960 and July 12, 2012, respectively, and recorded in the Allegany County Clerk's Office in Liber 536, page 1063 and Instrument Number 2012-57698, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 5.424± acres, and is hereinafter more fully described in the Land Title Survey dated May 18, 2012 and last revised on October 12, 2012, prepared by B&R Surveying, P.L.L.C, which will 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

ROBERT CHRISTIAN
CLERK
ALLEGANY COUNTY

2012 DEC 18 PM 4:22

ENDORSED

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of the Brownfield Cleanup Agreement Number: C902019-09-10, 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 uses as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iv).

(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 groundwater underlying the property for potable or process water is prohibited without necessary water quality treatment as determined by the NYSDOH and County DOH;

(5) 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;

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

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

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

(9) 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 or Restricted Residential purposes as described in 6 NYCRR Part 375-1.8(g)(2)(i) and (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 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, 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, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance 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: C902019
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

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.

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

BLADES HOLDING COMPANY, INC.

By: Robert U. Blades Jr.

Print Name: Robert U. Blades Jr.

Title: President

Date: 10/9/2012

**SCHEDULE "A" ENVIRONMENTAL EASEMENT
PROPERTY DESCRIPTION**

Property Address: 5392 State Route 19, Amity, New York 14813
County of Allegany
Tax Map: 171.-1-60

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amity, County of Allegany, State of New York, being a portion of Great Lot No. 18, Township No. 3, Range No. 2 of the Robert Morris Reserve and being more particularly bounded and described as follows:

Beginning at a point marked by a 5/8" iron rebar with survey cap on the easterly bounds of New York State Route No. 19, said point being positioned at the intersection of the said highway bounds and the division line between the lands herein described, on the south and lands described in a deed from Clyde Hanchett to Edward Hanchett, recorded in Liber 542 of Deeds at page 420, on the north; thence

S 81° 04' 41" E and along the said division line, a distance of 576.19 feet to a point marked by a 5/8" iron rebar with survey cap set on the westerly edge of an existing farm road which extends in a northerly direction toward the lands of Hanchett, said point being the northwesterly corner of lands described in a deed from Carl W. and Elizabeth Andrews to Robert L. and Dora H. Stowell, recorded in Liber 411 of Deeds at page 218, lands later conveyed by Edward Hanchett to Ralph W. and Darleene A. Keesler as evidenced by a deed recorded in Liber 593 of Deeds at page 420; thence

S 02° 47' 59" W and passing through the said lands of Keesler, a distance of 96.02 feet to a point marked by a 5/8" iron rebar with survey cap set; thence

S 26° 14' 08" W and continuing through the lands of Keesler, a distance of 565.43 feet to a point marked by a 5/8" iron rebar with survey cap set in the division line between the lands of Keesler, on the north and lands once reputedly owned by Lyle and Helen Benjamin as evidenced by a deed recorded in Liber 384 of Deeds at page 70, on the south, lands now reputedly owned by Theodore F. and Lana L. Phillips as evidenced by a deed recorded in Liber 1232 of Deeds at page 159; thence

N 81° 51' 04" W along the division line between the lands of Keesler and the said lands of Benjamin, now reputedly Phillips, a distance of 40.17 feet to a 5/8" iron rebar with survey cap set at the southwesterly corner of the above mentioned lands described in a deed to Stowell and later conveyed to Keesler; thence

N 81° 51' 04" W and along the division line between the lands herein described, on the north and the above mentioned lands of Benjamin, now reputedly Phillips, a distance of 45.56 feet to a point marked by a 5/8" iron rebar with survey cap set on the easterly bounds of N.Y.S. Route No. 19; thence

Along the easterly highway bounds of N.Y.S. Route No. 19 the following two (2) courses and distances:

- (1) N 24° 26' 18" W, a distance of 414.81 feet to a point;
- (2) N 10° 52' 03" W, a distance of 308.17 feet to the point and place of beginning of the parcel herein described.

Containing 5.424 +/- Acres

SURVEY

MAP

1. MAP NUMBER: 100-11-12

2. MAP DATE: 08-24-12

3. MAP SCALE: 1" = 100'

4. MAP SHEET: 100-11-12

5. MAP AREA: 100-11-12

6. MAP LOCATION: 100-11-12

7. MAP TITLE: 100-11-12

8. MAP AUTHOR: 100-11-12

9. MAP REVIEWER: 100-11-12

10. MAP APPROVAL: 100-11-12

ABSTRACT

1. ABSTRACT NUMBER: 100-11-12

2. ABSTRACT DATE: 08-24-12

3. ABSTRACT SCALE: 1" = 100'

4. ABSTRACT SHEET: 100-11-12

5. ABSTRACT AREA: 100-11-12

6. ABSTRACT LOCATION: 100-11-12

7. ABSTRACT TITLE: 100-11-12

8. ABSTRACT AUTHOR: 100-11-12

9. ABSTRACT REVIEWER: 100-11-12

10. ABSTRACT APPROVAL: 100-11-12

DEED

1. DEED NUMBER: 100-11-12

2. DEED DATE: 08-24-12

3. DEED SCALE: 1" = 100'

4. DEED SHEET: 100-11-12

5. DEED AREA: 100-11-12

6. DEED LOCATION: 100-11-12

7. DEED TITLE: 100-11-12

8. DEED AUTHOR: 100-11-12

9. DEED REVIEWER: 100-11-12

10. DEED APPROVAL: 100-11-12

ENVIRONMENTAL

1. ENVIRONMENTAL NUMBER: 100-11-12

2. ENVIRONMENTAL DATE: 08-24-12

3. ENVIRONMENTAL SCALE: 1" = 100'

4. ENVIRONMENTAL SHEET: 100-11-12

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7. ENVIRONMENTAL TITLE: 100-11-12

8. ENVIRONMENTAL AUTHOR: 100-11-12

9. ENVIRONMENTAL REVIEWER: 100-11-12

10. ENVIRONMENTAL APPROVAL: 100-11-12

ANCIENT DESCRIPTION

1. ANCIENT DESCRIPTION NUMBER: 100-11-12

2. ANCIENT DESCRIPTION DATE: 08-24-12

3. ANCIENT DESCRIPTION SCALE: 1" = 100'

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10. ANCIENT DESCRIPTION APPROVAL: 100-11-12

DEED DESCRIPTION

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ENVIRONMENTAL DESCRIPTION

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3. ENVIRONMENTAL DESCRIPTION SCALE: 1" = 100'

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5. ENVIRONMENTAL DESCRIPTION AREA: 100-11-12

6. ENVIRONMENTAL DESCRIPTION LOCATION: 100-11-12

7. ENVIRONMENTAL DESCRIPTION TITLE: 100-11-12

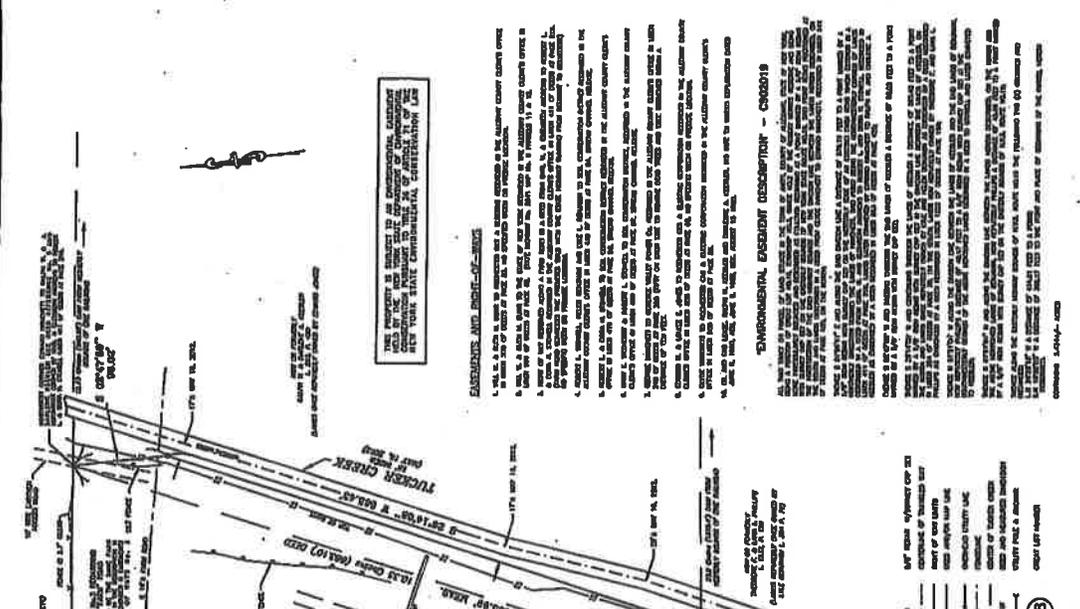
8. ENVIRONMENTAL DESCRIPTION AUTHOR: 100-11-12

9. ENVIRONMENTAL DESCRIPTION REVIEWER: 100-11-12

10. ENVIRONMENTAL DESCRIPTION APPROVAL: 100-11-12

REVISIONS

NO.	DATE	DESCRIPTION
1.	08-24-12	REVISED FOR WATER SOURCE & DAILY LP REQUEST
2.	10-03-12	REVISED FOR WATER SOURCE & DAILY LP REQUEST
3.	10-12-12	REVISED FOR WATER SOURCE & DAILY LP REQUEST



ENVIRONMENTAL DESCRIPTION - CH00018

1. ENVIRONMENTAL DESCRIPTION NUMBER: 100-11-12

2. ENVIRONMENTAL DESCRIPTION DATE: 08-24-12

3. ENVIRONMENTAL DESCRIPTION SCALE: 1" = 100'

4. ENVIRONMENTAL DESCRIPTION SHEET: 100-11-12

5. ENVIRONMENTAL DESCRIPTION AREA: 100-11-12

6. ENVIRONMENTAL DESCRIPTION LOCATION: 100-11-12

7. ENVIRONMENTAL DESCRIPTION TITLE: 100-11-12

8. ENVIRONMENTAL DESCRIPTION AUTHOR: 100-11-12

9. ENVIRONMENTAL DESCRIPTION REVIEWER: 100-11-12

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**SUBMITTED BY
ALLEGANY ABSTRACT CO.**