
**DECLARATION OF COVENANTS, RESTRICTIONS AND
ENVIRONMENTAL EASEMENT**

This Declaration of Covenants, Restrictions and Environmental Easement (“DCR & EE”) is made this 17th day of June, 2015, by and between the FMC Corporation, a Delaware corporation, having an address of 1735 Market Street, Philadelphia, PA 19103 (“Grantor”), and the People of the State of New York, acting through their Commissioner of the New York State Department of Environmental Conservation (“NYSDEC”) with its Central Office, located at 625 Broadway, Albany, New York 12233 (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the Towns of Ridgeway and Shelby, County of Orleans, State of New York, more particularly described in Exhibit A, attached hereto and made a part hereof, together with any buildings and improvements thereon and appurtenances thereto (the “Property”); and

WHEREAS, the Property is part of the FMC Dublin Road Superfund Site (“Site”) (EPA ID No.: NYD 00511857; NYSDEC Site No.: 8-37-001), the location of an industrial and solid waste landfill that the United States Environmental Protection Agency (“EPA”), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan (“NCP”), 40 C.F.R. Part 300, by publication in the Federal Register in May of 1986; and

WHEREAS, in a Record of Decision dated March 1993 (“ROD”), as modified by an Explanation of Significant Differences (“ESD”) dated July 1995, the NYSDEC selected, and the EPA concurred with, a response action for the Site, which was chosen in accordance with CERCLA and the New York State Environmental Conservation Law (“ECL”), and provided, in part, for the following actions:

- (i) excavation and stabilization of contaminated soils and sediments,
- (ii) construction of an on-Site containment cell,
- (iii) groundwater pumping and treatment,
- (iv) deposition of stabilized material in the containment cell,
- (v) wetlands reconstruction, and
- (vi) placement of deed restrictions on the Site property, in accordance with an EPA and NYSDEC-approved Site Management Plan (“SMP”).

A copy of the SMP must be obtained by any party with an interest in the property. The SMP may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@gw.dec.state.ny.us; and

WHEREAS, the construction activities associated with the remedial action have been completed at the Site and long term monitoring activities are ongoing; and

WHEREAS, the parties hereto have agreed, pursuant to the terms of Administrative Order on Consent, Index No. B8-0013-84-01, dated February 9, 1988, as amended on January 16, 1992, (“Administrative Order”), that Grantor shall grant to the Grantee a permanent Declaration of Covenants, Restrictions and Environmental Easement, including but not limited to: a) providing a right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the response action; and b) impose on the Property use restrictions that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site.

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns, for ten dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby give, grant, covenant and declare in favor of the Grantee that the Property shall be subject to this DCR & EE, and Grantor does further give, grant and convey to the Grantee the perpetual right to enforce said restrictions, covenants, right of access and Environmental Easement, all of which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.
2. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, facilitate the remediation of past environmental contamination and to impose use restrictions and covenants to protect human health and the environment by reducing the risk of exposure to contaminants.
3. Restrictions : The following restrictions apply to the use of the Property, run with the land and are binding on the Grantor and its successors in title and assigns:
 - a. Groundwater underlying the Property shall not be extracted, consumed, exposed or utilized in any way, except as is necessary to comply with the Operations and Maintenance Plan for Remedial Activities at the FMC Dublin Road Site (“O&M Plan”), dated October 1996, the SMP, dated February 2014, and any subsequent revisions to those documents approved in writing by the NYSDEC and, if required, by the EPA, including sampling for the monitoring of contamination levels pursuant to the ROD, and/or treatment and discharge consistent with the ROD, as amended by the ESD, or unless sampling and analysis demonstrates to NYSDEC’s satisfaction that the groundwater meets applicable groundwater quality standards.
 - b. There shall be no disturbance of the surface of the land on which the containment cell and associated structures are located, nor shall there be any activities undertaken which would

disturb, penetrate, pierce, or otherwise breach the integrity of the containment cell, except as is necessary to comply with the O&M Plan and the SMP.

c. There shall be no activities that would interfere with or adversely affect the maintenance or integrity or protectiveness of the containment cell and associated structures, the restored wetlands, the fencing around the Property, and the groundwater extraction and treatment system, except as is required to comply with the O&M Plan and the SMP. The remedy may be modified in the future, if necessary and in accordance with relevant guidance on post-ROD remedy changes, CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan.

4. Modification or termination of covenants, restrictions, and easement: The restrictions and easement specified in the preceding paragraph of this instrument may only be modified or terminated, in whole or in part, in writing, by the Grantee, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by NYSDEC and EPA for the Site. If requested by the Grantor, such writing will be executed by Grantee in recordable form. Any request by Grantor for a modification or termination of this instrument shall be made in writing by Grantor to NYSDEC and to EPA in accordance with paragraph 15 of this instrument.
5. Right of access: Grantor hereby convey to Grantee a right of access to the Property at all reasonable times for the following purposes, which shall run with the land and be binding on Grantor, its successors and/or assigns, and on any tenants or any other parties having an interest in and/or rights to the Property:
 - a) Implementing the response actions in the ROD, as modified by the ESD;
 - b) Verifying any data or information relating to the Site;
 - c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
 - d) Conducting investigations under CERCLA or the ECL relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, and/or soils; and
 - e) Implementing additional or new response actions under CERCLA or the ECL.
6. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, covenants and easements granted herein.

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7. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.
 8. State authority: Nothing herein shall constitute a waiver of any rights the State may have pursuant to the ECL, regulations and/or relevant provisions of statutory or common law.
 9. No public access and use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
 10. Public notice: Grantor, on behalf of itself, its successors and assigns, agrees to include in each instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF COVENANTS, RESTRICTIONS AND ENVIRONMENTAL EASEMENT, DATED _____, 2015, RECORDED IN THE ORLEANS COUNTY CLERK'S OFFICE ON _____, 2015, IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE PEOPLE OF THE STATE OF NEW YORK AND BY THE UNITED STATES OF AMERICA AS THIRD-PARTY BENEFICIARY.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.
12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument including any impairment to the remedial action that increases the cost of the selected response action for the Site as a result of such breach or violation.
13. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Covenants: Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein and that the Property is free and clear of encumbrances.
15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Director, Environment
FMC Corporation
1735 Market Street
Philadelphia, PA 19103

General Counsel
FMC Corporation
1735 Market Street
Philadelphia, PA 19103

To Grantee:

Office of General Counsel
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-5500

NYS Department of Environmental Conservation
Division of Environmental Remediation
Site Control
625 Broadway
Albany, NY 12233

A copy of each such communication shall also be sent to EPA in the same manner as to Grantor or Grantee, and addressed to the following two addressees:

U.S. Environmental Protection Agency
Emergency & Remedial Response Division
Western New York Remediation Branch
Attention: FMC Dublin Road Superfund Site Remedial Project Manager
290 Broadway, 20th Floor
New York, NY 10007-1866

U.S. Environmental Protection Agency
Office of Regional Counsel
Attention: FMC Dublin Road Superfund Site Attorney
290 Broadway, 17th Floor
New York, NY 10007-1866

16. General provisions:

- a) Controlling law: The interpretation and performance of this instrument shall, with respect to the Declaration of Covenants, Restrictions, and Environmental Easement, be governed by the laws of the State of New York, and with respect to other matters, shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the State of New York.
- b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to affect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
- d) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.
- e) 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.
- f) Successors: The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean the People of the State of New York acting through their Commissioner of NYSDEC or through any successor department or agency of the State of New York.
- g) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- h) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an

original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

i) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

Attachments: Exhibit A: **Description of Property**

Exhibit B: **Description of Portions of Property Where Development or Use
has been Restricted**

EXHIBIT A
Property Description
FMC Dublin Road Superfund Site

Legal Descriptions – Shelby Parcels

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Shelby, County of Orleans and State of New York, being part of Lot No. 40, Township 14, Range 4 of the Holland Land Company's Survey, being a triangular piece of real property bounded as follows:

On the southwest by the northerly line of lands appropriated by the State of New York from Frank V. E. Bardol for purposes of the Barge Canal so-called, as said line is shown upon a map made a part of said appropriation proceeding and filed in the Office of the Clerk of the County of Orleans and which proceeding was duly recorded in the Office of the Clerk of Orleans County in Liber 148 of Deeds at page 159; on the north by the center line of the old State Road leading westerly from Shelby Basin along the northerly side of the Barge Canal which center line of the northerly line of Township 14 and Range 4; and on the east by the westerly line of lands conveyed to Ed Levenduski and wife by deed recorded in the Office of the Clerk of Orleans County in Liber 129 of Deeds at page 64; excepting so much of said premises as has been appropriated by the State of New York for purposes of the Barge Canal so-called.

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Shelby, County of Orleans and State of New York, known as part of Lot No. 40 in the Fourteenth Township and Fourth Range of the Holland Land Company's land as surveyed by Joseph Ellicott, bounded and described as follows:

COMMENCING at a point in the center of the State Road at the northeast corner of land conveyed by Daniel Bidleman to Fanny Tibbits; from thence southerly bounding on said land, seven (7) chains, thirty-two (32) links to a post nineteen (19) feet from the inner slope of the towing path; from thence easterly one (1) chain, seventy-four (74) links, to a post nineteen (19) feet from the inner slope of the towing path; from thence northerly eight (8) chains and fifty-four (54) links to a post in the center of the State Road; from thence westerly one (1) chain, seventy-six and one-half (76 ½) links, to the place of beginning, containing one (1) acre, be the same more or less; excepting and reserving from the above described premises all that part thereof conveyed by Ed Levenduski and Anna Levenduski, his wife, to the State of New York by deed dated December 5, 1909, and recorded December 15, 1909, in Book 142 of Deeds at page 45 in the Orleans County Clerk's Office.

PARCEL C

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Shelby, County of Orleans and State of New York, being a part of Lot No. 40, bounded on the east by lands owned by Mrs. John Moriarty; south by the Erie Canal; west by lands owned by John LeValley and wife to Patrick Ready; on the north to the center of the State Road, containing five (5) acres and forty-five hundredths (.45) of an acre, be the same more or less; excepting and reserving from the said premises all that part heretofore conveyed by Lawrence Hoffman and wife to the State of New York by deed dated September 29, 1909, and recorded in the Orleans County Clerk's Office September 29, 1909, in Book 139 of Deeds at page 584.

PARCEL D

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Ridgeway, County of Orleans and State of New York, being part of Lot No. 29, Township 15, Range 4 of the Holland Land Company purchase described as follows:

BEGINNING at a point in the southerly line of said Lot No. 29, in the center line of the State Road 28 chains, 82 links (1902.12 feet) east of the southwest corner of said Lot No. 29, measured along the southerly line of said lot; running thence northerly on a line parallel to the west line of said Lot No. 29, 909.6 feet; thence easterly on a line parallel to the southerly line of said Lot No. 29, 1036.2 feet to the easterly boundary of land owned by Eugene J. Dye; thence southerly along said easterly boundary and parallel to the westerly line of said Lot No. 29, 909.6 feet to the southerly line of said Lot No. 29; thence westerly along the southerly line of said Lot No. 29, 1036.2 feet to the point of beginning, excepting from the above described premises about 2/10ths of an acre of land which has been appropriated by the State of New York for canal or highway purposes, leaving 21.4 acres of land hereby conveyed.

EXCEPTING lands appropriated by the State of New York in the following Libers: 139 of Deeds at Page 170; 139 of Deeds at Page 583; 139 of Deeds at Page 584; 142 of Deeds at Page 46; 148 of Deeds at Page 159; 148 of Deeds at Page 164; 150 of Deeds at Page 207 and 150 of Deeds at Page 212.

ALSO EXCEPTING any land lying south of the New York State Barge Canal.

EXHIBIT B
Property Description
Where Development or Use has been Restricted
FMC Dublin Road Superfund Site

Surveyors Description for Declaration of Covenants, Restrictions & Environmental Easement Area

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Ridgeway and the Town of Shelby, County of Orleans and State of New York, being part of Lot 29 Township 15 Range 4 and Lot 40, Township 14 Range 4 of the Holland Land Company Purchase described as follows:

Commencing at a point in the southerly line of Lot 29, in the center line of the State Road (Dublin Road) 28 chains 82 links (1902.12 feet from the south west corner of Lot 29, measured along the south line of said Lot;

Thence northerly on a line parallel with the west line of Lot 29 a distance of 70.16 to the northwest corner of lands appropriated by the State of New York from Frank V. Bardol, Parcel 1602-A-1 Liber 148, Page 159, said point being the POINT OR PLACE OF BEGINNING;

Thence along a line parallel with the west line of Lot 29 N 1°07'54" E a distance of 840.14 feet to the north west corner of lands conveyed to Niagara Sprayer & Chemical Co. Liber 205, Page 588;

Thence along the north line of Niagara Sprayer & Chemical Co. and parallel to the south line of Lot 29, N 86°56'41" E a distance of 1036.33 feet to a point on the easterly line formerly of Eugene J. Dye;

Thence along the easterly line of Eugene Dye and parallel to the west line of Lot 29 S 1°07'54" W a distance of 909.60 feet to a point on the south line of Lot 29 and the center line of State Road (Dublin Road), said line also being the north line of Lot 40, Township 14, Range 4;

Thence along the south line of Lot 29, Township 15, Range 4 and the north line of Lot 40, Township 14, Range 4 and the center line of State Road (Dublin Road) S 87°03'34" W a distance of 219.38 feet to the west line of lands conveyed to the Village of Middleport Liber 180, Page 318;

Thence along the west line of lands conveyed to the Village of Middleport S 0°18'51" W a distance of 722.14 feet to the north line of lands appropriated by the State of New York from Lawrence Hoffman, Parcel 1601, Liber 139, Page 584;

Thence along the north line of appropriated lands N 52°00'31" W a distance of 427.02 feet to the northwest corner of appropriated lands Parcel 1601, said point also being the north east corner of lands appropriated by the State of New York from Ed & Anna Levenduski, Parcel 1416, Liber 142, Page 45;

Thence along the north line of appropriated Parcel 1416, N 47°47'30" W a distance of 114.82 feet to the north west corner of appropriated Parcel 146, said point also being the north east corner of lands appropriated by the state of New York From Frank V. Bardol, Parcel 1602-A-2, Liber 148, Page 159;

Thence along the north line of appropriated Parcel 1602-A-2 N 47°59'31" W a distance of 485.83 feet to the North West corner of appropriated Parcel 1602-A-2;

Thence N 47°50'01" E a distance of 22.80 feet to a point on the south line of Lot 29, the center line of State Road (Dublin Road) the north line of Lot 40, Township 14, Range 4 and the south line of lands appropriated by the State of New York From Frank V. Bardol, Parcel 1602-A-1, Liber 148, Page 159;

Thence along the south line of Lot 29, the center line of State Road (Dublin Road), and the north line of Lot 40, Township 14, Range 4 and the south line of appropriated parcel 1602-A-1 N 87°09'59" E a distance of 127.78 feet to the south east corner of appropriated parcel 1602-A-1;

Thence along the east line of appropriated Parcel 1602-A-1 N 0°50'03" E a distance of 28.64 feet to the north east corner of appropriated Parcel 1602-A-1;

Thence along the north line of appropriated Parcel 1602-A-1 N 79°26'26" W a distance of 175.77 feet and the POINT OR PLACE OF BEGINNING.

The above described parcel contains ± 28.234 acres (1229863.259 sq. ft.)

Being the same piece or parcel of land as described in Deed dated February 4, 1946 from Niagara Sprayer and Chemical Co., Inc., recorded on November 29, 1947 in Book 224 at page 4 in the Orleans County Clerk's Office.

County: Orleans

Site No: NYD000511857
NYSDEC Site No.: 8-37-001

Order No: B8-0013-84-01, Feb. 9, 1988,
as amended on Jan. 16, 1992

(See attached As-Built Survey of Property depicting restricted-use areas)

ENGINEERING / INSTITUTIONAL CONTROLS

ENGINEERING CONTROLS

- Engineered cover system and collection sumps for the Containment Cell;
Fencing;
Vegetative cover;
Groundwater collection and treatment system;

INSTITUTIONAL CONTROLS

Activities that could affect the integrity of the landfill cover, including without limitation, excavation, digging, and construction activities, are prohibited on any portion of the Declaration of Covenants, Restrictions and Environmental Easement Area, unless Grantee and EPA have given their prior written consent to any such intrusive activity;

Groundwater underlying the Property shall not be extracted, consumed, exposed or utilized, except as is necessary to comply with this SMP, including sampling and/or treatment and discharge consistent with the ROD, or unless sampling and analysis demonstrates to the Agencies' satisfaction that the groundwater meets applicable groundwater quality standards.

The Declaration of Covenants, Restrictions and Environmental Easement Area shall not be used for "Residential Use" and "Restricted-Residential Use" as defined by New York State Department of Environmental Conservation (NYSDEC) Regulations - 6 NYCRR Part 375 1.8 (g) (2) (i) and (ii). Allowable Uses include "Commercial Use" and "Industrial Use" as defined in NYSDEC Regulations - 6 NYCRR Part 375 1.8 (g) (2) (iii) and (iv);

Vegetable gardens and farming, including cattle and dairy farming, on the property are prohibited;

All future activities on the property that will disturb remaining contaminated material are prohibited unless they are conducted in accordance with this SMP;

The property may not be used for a less restrictive use without additional remediation and amendment of the SMP by the NYSDEC.

NYSDEC retains the right to access such Controlled Property at any time in order to evaluate the continued maintenance of any and all controls.

Land Use The use and development of the site is limited to Commercial and Industrial uses only as described in 6 NYCRR Part 375-1.8 (g)(2)(iii) and (iv).

Legal Description - Shelby Parcels

PARCEL "A" ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Shelby, County of Orleans and State of New York, being part of Lot No. 40, Township 14, Range 4 of the Holland Land Company's survey...

PARCEL "B" ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Shelby, County of Orleans and State of New York, known as part of Lot No. 40 in the Fourteenth Township and Fourth Range of the Holland Land Company's land as surveyed by Joseph Elliott...

Commencing at a point in the center of the State Road at the northeast corner of land conveyed by Daniel Bidleman to Fauny Tibbitts; from thence southerly bounding on said land, seven (7) chains, thirty-two (32) links to a point nineteen (19) feet from the inner slope of the towing path...

PARCEL "C" ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Shelby, County of Orleans and State of New York, being a part of Lot No. 40, bounded on the east by lands owned by Mrs. John Moriarty...

PARCEL D ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Ridgeway, County of Orleans and State of New York, being part of Lot 29, Township 15, Range 4 of the Holland Land Company purchase described as follows:

BEGINNING at a point in the southerly line of said Lot No. 29, in the center line of the State Road 28 chains, 82 links (1902.12 feet) east of the southwest corner of said Lot No. 29, measured along the southerly line of said lot, running thence northerly on a line parallel to the west line of said Lot No. 29, 909.6 feet, thence easterly on a line parallel to the southerly line of said Lot No. 29, 1036.2 feet to the easterly boundary of land owned by Eugene J. Dye...

EXCEPTING lands appropriated by the State of New York in the following Libers: 139 of Deeds at Page 170; 139 of Deeds at Page 183; 129 of Deeds at Page 184; 142 of Deeds at Page 146; 144 of Deeds at Page 159; 148 of Deeds at Page 164; 150 of Deeds at Page 207 and 150 of Deeds at Page 212.

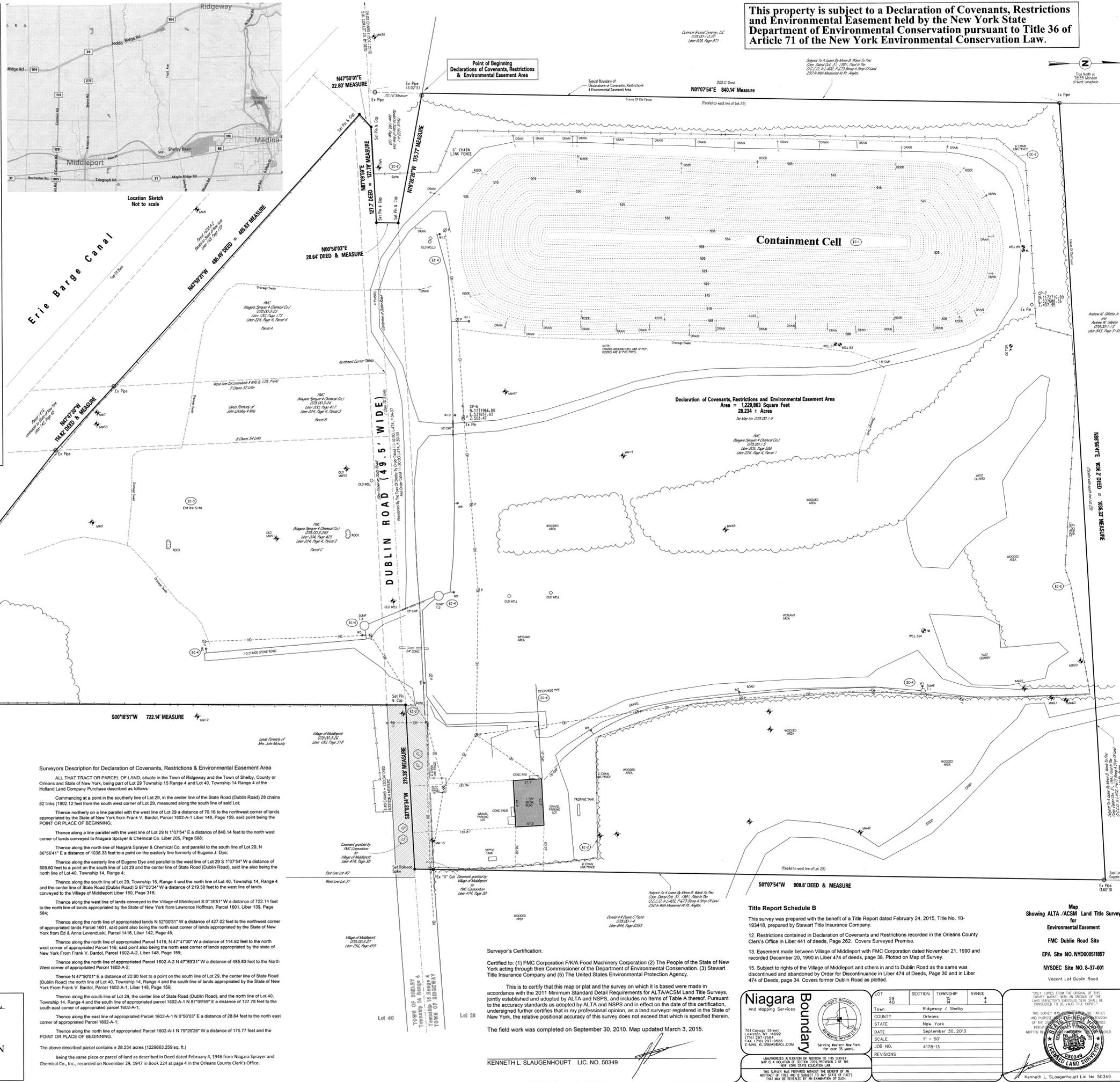
ALSO EXCEPTING any land lying south of the New York State Barge Canal.

Survey Notes:

- North as shown on this map is True North at 75°35' Meridian of West Longitude, as established by GPS Static survey by Niagara Boundary & Mapping Services. Coordinates and bearings referenced are based on the New York State Plane Coordinate System, NAD27 West Zone 3103. All distances shown on this map are ground distances. Combined scale factor for this site is 0.99991483.
This survey has been prepared based on information contained in Title Report by Stewart Title Insurance Company, Title No. 10-193418, and dated September 23, 2013. See Schedule B Notes.
a. Title Report updated February 24, 2015.
Utilities as shown on this map are plotted from field locations of visible utility evidence by Niagara Boundary, Niagara Boundary & Mapping Services along with the undersigned Land Surveyor assumes no responsibility as to the accuracy of underground or otherwise non-visible utility locations. Contractors must call UPPO at 1-800-962-7962 two working days prior to any excavation prior to any excavation or construction activities.

DECLARATION OF COVENANTS, RESTRICTIONS & ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC, EPA OR THEIR AGENT MAY ACCESS THE DECLARATION OF COVENANTS, RESTRICTIONS & ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT



This property is subject to a Declaration of Covenants, Restrictions and Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law.

Surveyors Description for Declaration of Covenants, Restrictions & Environmental Easement Area

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Ridgeway and the Town of Shelby, County of Orleans and State of New York, being part of Lot 29 Township 15 Range 4 and Lot 40, Township 14 Range 4 of the Holland Land Company Purchase described as follows:
Commencing at a point in the southerly line of Lot 29, in the center line of the State Road (Dublin Road) 28 chains 82 links (1902.12 feet) from the south west corner of Lot 29, measured along the south line of said Lot.
Thence northerly on a line parallel with the west line of Lot 29 a distance of 70.16 to the northwest corner of lands appropriated by the State of New York from Frank V. Bardol, Parcel 1602-A-1 Liber 148, Page 159, said point being the POINT OR PLACE OF BEGINNING.
Thence along a line parallel with the west line of Lot 29 N 1°07'54" E a distance of 840.14 feet to the north west corner of lands conveyed to Niagara Sprayer & Chemical Co. Liber 205, Page 588.
Thence along the north line of Niagara Sprayer & Chemical Co. and parallel to the south line of Lot 29, N 86°59'41" E a distance of 1038.33 feet to a point on the easterly line formerly of Eugene J. Dye.
Thence along the easterly line of Eugene Dye and parallel to the west line of Lot 29 S 1°07'54" W a distance of 909.60 feet to a point on the south line of Lot 29 and the center line of State Road (Dublin Road), said line also being the north line of Lot 40, Township 14, Range 4.
Thence along the south line of Lot 29, Township 15, Range 4 and the north line of Lot 40, Township 14, Range 4 and the center line of State Road (Dublin Road) S 87°03'34" W a distance of 219.38 feet to the west line of lands conveyed to the Village of Middleport Liber 180, Page 318.
Thence along the west line of lands conveyed to the Village of Middleport S 0°18'51" W a distance of 722.14 feet to the north line of lands appropriated by the State of New York from Lawrence Hoffman, Parcel 1601, Liber 139, Page 064.
Thence along the north line of appropriated lands N 52°00'31" W a distance of 427.02 feet to the northwest corner of appropriated lands Parcel 1601, said point also being the north east corner of lands appropriated by the State of New York from Ed & Anna Levenshukki, Parcel 1416, Liber 142, Page 45.
Thence along the north line of appropriated Parcel 1416, N 47°43'30" W a distance of 114.82 feet to the north west corner of appropriated Parcel 146, said point also being the north east corner of lands appropriated by the State of New York from Frank V. Bardol, Parcel 1602-A-2, Liber 148, Page 159.
Thence along the north line of appropriated Parcel 1602-A-2 N 47°59'31" W a distance of 485.83 feet to the North West corner of appropriated Parcel 1602-A-2.
Thence N 47°50'01" E a distance of 22.80 feet to a point on the south line of Lot 29, the center line of State Road (Dublin Road) the north line of Lot 40, Township 14, Range 4 and the south line of lands appropriated by the State of New York from Frank V. Bardol, Parcel 1602-A-1, Liber 148, Page 159.
Thence along the south line of Lot 29, the center line of State Road (Dublin Road), and the north line of Lot 40, Township 14, Range 4 and the south line of appropriated parcel 1602-A-1 N 87°09'59" E a distance of 127.78 feet to the south east corner of appropriated parcel 1602-A-1.
Thence along the east line of appropriated Parcel 1602-A-1 N 0°50'03" E a distance of 28.64 feet to the north east corner of appropriated Parcel 1602-A-1.
Thence along the north line of appropriated Parcel 1602-A-1 N 79°26'26" W a distance of 175.77 feet and the POINT OR PLACE OF BEGINNING.
The above described parcel contains a 28.234 acres (1229863.299 sq. ft.)
Being the same piece or parcel of land as described in Deed dated February 4, 1946 from Niagara Sprayer and Chemical Co., Inc., recorded on November 29, 1947 in Book 224 at page 4 in the Orleans County Clerk's Office.

Surveyor's Certification:
Certified to: (1) FMC Corporation FKA/A Food Machinery Corporation (2) The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation. (3) Stewart Title Insurance Company and (5) The United States Environmental Protection Agency.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes no items of Table A thereof. Pursuant to the accuracy standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of New York, the relative positional accuracy of this survey does not exceed that which is specified therein.

The field work was completed on September 30, 2010. Map updated March 3, 2015.

KENNETH L. SLAUGENHOUPPT LIC. NO. 50349

Title Report Schedule B
1. Survey was prepared with the benefit of a Title Report dated February 24, 2015, Title No. 10-193418, prepared by Stewart Title Insurance Company.
12. Restrictions contained in Declaration of Covenants and Restrictions recorded in the Orleans County Clerk's Office in Liber 441 of deeds, Page 262. Covers Surveyed Premise.
13. Easement made between Village of Middleport with FMC Corporation dated November 21, 1990 and recorded December 20, 1990 in Liber 474 of deeds, page 38. Plotted on Map of Survey.
15. Subject to rights of the Village of Middleport and others in and to Dublin Road as the same was discontinued and abandoned by Order for Discontinuance in Liber 474 of Deeds, Page 30 and in Liber 474 of Deeds, page 34. Covers former Dublin Road as plotted.

Niagara Boundary and Mapping Services logo and contact information.

Map showing ALTA /ACSM Land Title Survey for Environmental Easement. Includes fields for Town, County, State, Date, Scale, Job No., and Revisions.

Professional seal and signature of Kenneth L. Slaughenhoupt, Licensed Land Surveyor No. 50349.