

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

THIS INDENTURE made this 16<sup>th</sup> day of December, 2010 between Owner(s) County of Yates, having an office at 417 Liberty Street, Penn Yan, County of Yates, 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 15 Waddell Avenue in the Village of Penn Yan, County of Yates and State of New York, known and designated on the tax map of the County Clerk of Yates as tax map parcel numbers: Section 61 Block 26-1 Lot 1, being the same as that property conveyed to Grantor by deed dated May 27, 1998 and recorded in the Yates County Clerk's Office in Liber and Page Liber 398, Page 638. The property subject to this Environmental Easement (the ■Controlled Property●) comprises approximately 9.974 √ acres, and is hereinafter more fully described in the Land Title Survey dated September 8, 2010 prepared by Micheal W. Haley, PLS, 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 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 State Assistance Contract Number: C302751, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
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) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(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 purposes, 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: B00187  
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.

County of Yates:

By: H Taylor Fitch

Print Name: H Taylor Fitch

Title: Chairman Date: 12/13/10  
Yates County Legislature

**Grantor's Acknowledgment**

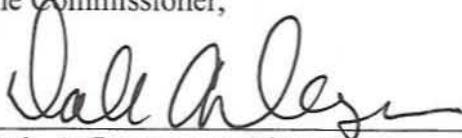
STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

On the 13<sup>th</sup> day of December in the year 20 10, before me, the undersigned, personally appeared H. Taylor Fitch, 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.

Bonnie L. Percy  
Notary Public - State of New York

Bonnie L. Percy  
Notary Public, State of New York  
Qualified in Yates Co. No. 4693909  
Commission Expires March 30, 2011

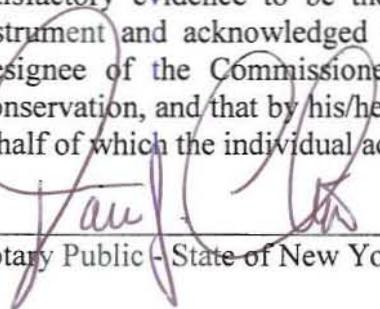
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Dale A. Desnoyers, Director  
Division of Remediation

**Grantee's Acknowledgment**

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

On the 16<sup>th</sup> day of December in the year 2010, before me, the undersigned, personally appeared Dale Desnoyers, 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

**David J. Chiusano**  
**Notary Public, State of New York**  
**No. 01CH5032146**  
**Qualified in Schenectady County**  
**Commission Expires August 22, 2011**

## SCHEDULE A. PROPERTY DESCRIPTION

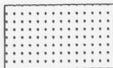
ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Penn Yan, being part of Lot No. 39 in Township 7, Range 1 of the Phelps & Gorhain Purchase, in the Town of Milo, County of Yates, State of New York, bounded and described as follows: Beginning at a point in the northeasterly boundary of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's Office under Liber 398 page 638, at its intersection with the division line between said lands of Yates County on the west and lands now or formerly of Roger C. Ribbel, Tax ID number 061.26-1-2 on the east; thence S 39° 41' 01" W along the bounds of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed in the Yates County Clerk's Office under Liber 398 page 638 a distance of 400.24 feet to a point; thence S 39° 41' 01" W continuing along said bounds a distance of 12.57 feet to a point in the center of Kimball's Brook AKA Kimball Gully; thence N 49° 23' 40" W along the center line of Kimball's Brook a distance of 730.30 feet to a point; thence N 43° 24' 38" W continuing along the center line of Kimball's Brook a distance of 100.06 feet to a point; thence N 17° 36' 56" W continuing along the centerline of Kimball's Brook a distance of 160.36 feet to a point in the northwesterly boundary of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's Office under Liber 398 page 638; thence N 53° 20' 17" E along the bounds of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's Office under Liber 398 page 638 a distance of 42.38 feet to a point; thence N 44° 09' 01" E continuing along said bounds a distance of 71.94 feet to a point; thence N 52° 28' 36" E continuing along said bounds a distance of 37.39 feet to a point; thence N 58° 39' 53" E continuing along said bounds a distance of 58.18 feet to a point; thence N 65° 51' 03" E continuing along said bounds a distance of 46.56 feet to a point; thence N 72° 25' 24" E continuing along said bounds a distance of 103.22 feet to a point; thence N 70' 06' 34" E continuing along said bounds a distance of 101.55 feet to a point; thence N 13° 01' 09" E continuing along said bounds a distance of 59.96 feet to a point; thence N 71° 25' 38" E continuing along said bounds a distance of 18.10 feet to a point; thence S 17' 11' 09" E continuing along said bounds a distance of 37.79 feet to a point thence N 10° 31' 03" E continuing along said bounds a distance of 82.46 feet to a point; thence S 46° 49' 59" E continuing along said bounds a distance of 163.30 feet to a point; thence S 58° 40' 00" W continuing along said bounds a distance of 205.00 feet to a point; thence S 47° 21' 47" E, continuing along said bounds a distance of 581.89 feet to the point of beginning.

Together with a right-of-way for ingress and egress extending from Waddell Avenue to and from the southerly boundary of the above described land. It is the intention to grant access to and from the public roadway, known as Waddell Avenue, over any gap or gore currently owned by the party of the first part that extends northerly from said public roadway to the southerly boundary of the above premises.

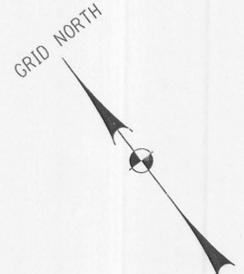
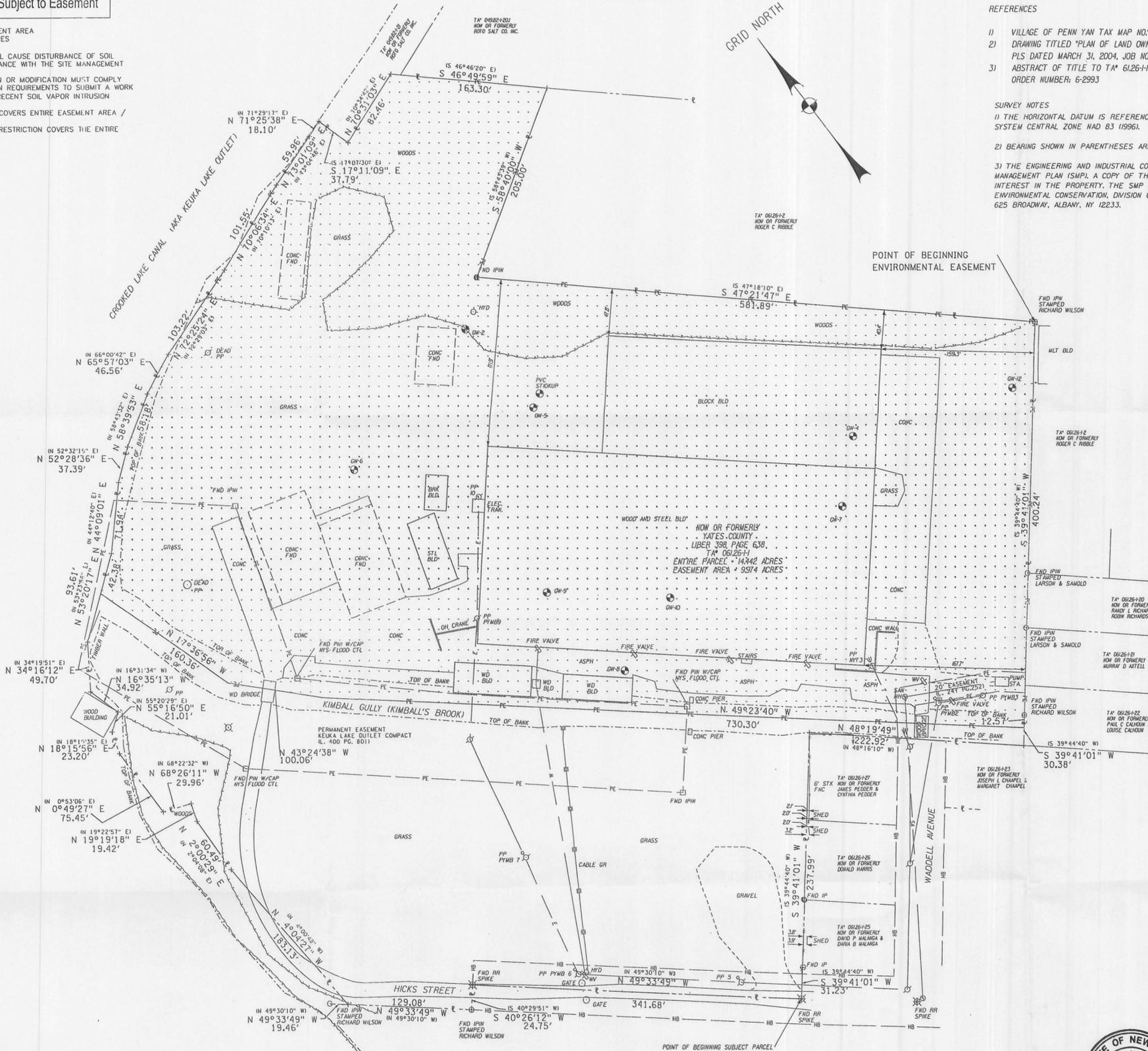
Environmental Easement

Engineering / Institutional Controls Subject to Easement

DENOTES ENVIRONMENTAL EASEMENT AREA  
AREA=434,485 SF OR 9.974 ACRES



ALL INTRUSIVE ACTIVITY THAT WILL CAUSE DISTURBANCE OF SOIL MUST BE CONDUCTED IN ACCORDANCE WITH THE SITE MANAGEMENT PLAN; AND ANY NEW BUILDING CONSTRUCTION OR MODIFICATION MUST COMPLY WITH THE SITE MANAGEMENT PLAN REQUIREMENTS TO SUBMIT A WORK PLAN USING THE STATE'S MOST RECENT SOIL VAPOR INTRUSION GUIDANCE; AND GROUNDWATER USE RESTRICTION COVERS ENTIRE EASEMENT AREA / PARCEL; AND VEGETABLE GARDENING/FARMING RESTRICTION COVERS THE ENTIRE EASEMENT AREA/PARCEL.

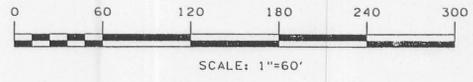


REFERENCES

- VILLAGE OF PENN YAN TAX MAP NO.'S 6126, 6125 AND 4982
- DRAWING TITLED "PLAN OF LAND OWNED BY YATES COUNTY AT 15 WADDELL AVENUE" BY RICHARD L WILSON PLS DATED MARCH 31, 2004, JOB NO. 90-035A
- ABSTRACT OF TITLE TO T.A. 6126-1 BY KEUKA ABSTRACT CORPORATION ORDER NUMBER: 6-2993

SURVEY NOTES

- THE HORIZONTAL DATUM IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83 1996A.
- BEARING SHOWN IN PARENTHESES ARE FROM REFERENCE \* 2 AND SUBJECT DEED DESCRIPTION.
- THE ENGINEERING AND INDUSTRIAL CONTROLS FOR THIS EASEMENT 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 NY'S DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233.



CERTIFY TO THE PEOPLE OF THE STATE OF NEW YORK, ACTING THROUGH THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OLD REPUBLIC TITLE INSURANCE COMPANY, UNDERBERG & KESSLER LLP, AND YATES COUNTY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES NO ITEMS FROM 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.

WE, LABELLA ASSOCIATES PC, CERTIFY THAT THIS MAP WAS PREPARED USING REFERENCE MATERIAL AS LISTED HEREON AND FROM FIELD NOTES OF AN INSTRUMENT SURVEY COMPLETED MAY, 2004. THESE PARCELS ARE SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES OF RECORD.  
*Michael W. Haley* p.l.s 9/8/10  
MICHAEL W. HALEY PLS  
NYS PLS NO. 049788

NO.	REVISION	DATE
1	line 1	
2	line 2	
3	line 3	
4	line 4	
5	line 5	
6	line 6	

**LABELLA**  
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300 STATE STREET  
ROCHESTER, NY 14614  
P: (585) 454-6110  
F: (585) 454-3066  
www.labellapc.com

PROJECT CLIENT  
FORMER PENN YAN MARINE CORP.  
15 WADDELL AVENUE  
TOWN OF MILBURN  
COUNTY OF YATES  
YATES COUNTY  
PENN YAN, NEW YORK

PROJECT TITLE  
INSTRUMENT SURVEY  
ENVIRONMENTAL EASEMENT  
DATE  
MAY 2010

PROJECT/DRAWING NUMBER  
208564  
1

9/19/2010 7:48:14 AM Y:\Yates County\208564 Supp WP\Drawings\Survey\BASEMAP\BOAT YARD 2010.DGN

DESCRIPTION  
LANDS OWNED BY  
COUNTY OF YATES

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Penn Yan, being part of Lot No. 39 in Township 7, Range 1 of the Phelps & Gorham Purchase, in the Town of Milo, County of Yates, State of New York, bounded and described as follows:

Beginning at a railroad spike in the centerline of Hicks Street at the northwesterly corner of lands now or formerly Utter (L. 355, Pg. 201); thence North 49-30'-10" West along the centerline of Hicks Street 341.68 feet to a point marked by a railroad spike; thence South 40-29'-51" West 24.75 feet to an iron pin on the southerly line of Hicks Street; thence North 49-30'-10" West along an extension of the south line of Hicks Street 129.08 feet to an iron pin; thence North 04-00'-48" West along the former "Blue Line" of the Crooked Lake Canal, 183.13 feet to a point; thence North 02-04'-08" East along said "Blue Line" 60.49 feet to a point; thence North 19-22'-57" East along the "Blue Line" 19.42 feet to a point; thence North 68-22'-32" West 29.96 feet to the shore of the former Crooked Lake Canal (AKA Keuka Lake Outlet); thence northeasterly along the shoreline and generally following the following courses and distances: North 00-53'-06" East 75.45 feet; North 18-19'-35" East 23.20 feet; North 55-20'-29" East 21.01 feet; North 16-31'-34" West 34.92 feet; North 34-19'-51" East 49.70 feet; North 53-23'-56" East 93.61 feet; North 44-12'-40" East 71.94 feet; North 52-32'-15" East 37.39 feet; North 58-43'-32" East 58.18 feet; North 66-00'-42" East 46.56 feet; North 72-29'-03" East 103.22 feet; North 70-10'-13" East 101.55 feet; North 73-04'-48" East 59.96 feet and North 71-29'-17" East 18.10 feet to a point; thence South 17-07'-30" East 37.79 feet to an iron pin on the former "Blue Line" of the Crooked Lake Canal; thence North 70-34'-42" East along the canal "Blue Line" 82.46 feet to an iron pin; thence South 46-46'-20" East along lands reputedly Roto Salt Co., Inc., passing through an iron pin 27.30 feet distant, a total distance of 163.30 feet to an iron pipe; thence South 58-43'-39" West along lands now or formerly Ribble (L. 366, Pg. 195), 205.00 feet to an iron pipe; thence South 47-18'-10" East along the south line of said Ribble 581.89 feet to an iron pin; thence South 39-44'-40" West along lands now or formerly Ribble (L. 366, Pg. 195), Richardson & Woodard (L. 373, Pg. 889), Axtell (L. 328, Pg. 435) and Calhoun (L. 465, Pg. 91), passing through an iron pin 400.24 feet distant, a total distance of 430.64 feet to a point; thence North 48-16'-10" West along lands now or formerly Chapel (L. 304, Pg. 220), Waddell Avenue and Pedder (L. 327, Pg. 123) 222.92 feet to a point; thence South 39-44'-40" West along lands now or formerly Pedder (L. 327, Pg. 123), Harris (L. 387, Pg. 825) and Utter (L. 355, Pg. 20), passing through an iron pipe 89.22 feet distant and an iron pin 148.77 feet farther, a total distance of 269.22 feet to the place of beginning. Comprising an area of 14.442 Acres according to a survey by Richard L. Willson to be filed simultaneously herewith.

Also intending to convey all gores or overlaps in the preceding titles, which comprise the above described premises.

Subject to a permanent easement granted to the Keuka Lake Compact, bounded and described as beginning at a point on the shore of Crooked Lake Canal (AKA Keuka Lake Outlet); thence South 48-44'-28" East through lands of Yates County, 126.16 feet to a Department of Environmental Conservation marker; thence South 17-41'-28" West through lands of Yates County, 185.86 feet to a Department of Environmental Conservation marker; thence South 46-30'-59" East through lands of Yates County 163.93 feet to a point; thence South 48-44'-28" East 242.92 feet to a Department of Environmental Conservation marker; thence South 40-49'-08" West through lands of Yates County, 87.00 feet to a Department of Environmental Conservation marker; thence North 48-44'-28" West through lands of Yates County 456.30 feet to a Department of Environmental Conservation marker; thence North 21-42'-08" West 201.19 feet to a point on the shore of the Crooked Lake Canal; thence North 50-22'-18" East 174.46 feet to place of beginning. Also intending to convey an easement for the purpose of ingress and egress over the existing roadway running westerly and northerly from Hicks Street.

Excepting and reserving all gold or silver mines lying below the "prism and banks" of the former Crooked Lake Canal.

Subject to the rights of the public in and to lands lying between the above described premises and the centerline of Hicks Street. Also subject to utilities and easements of record.

Intending to describe the same premises conveyed by Bonnie L. Percy as Yates County Treasurer to the County of Yates by deed recorded May 27, 1998 in Liber 398 of Deeds, Page 638.

Subject Property: Percy to Yates County Liber 398 of Deeds, Page 638 sites "description same as Liber 341 of Deeds, Page 205"

Liber 341 of Deeds, Page 205

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Penn Yan, County of Yates, State of New York, bounded and described as follows:

BEGINNING at a point in the centerline of Hicks Street, said point being S 39° 40' 40" W a distance of 31.25 feet from the southwesterly corner of land now or formerly owned by Edward Pratt as recorded in the Office of the Yates County Clerk in Liber 163 of Deeds at page 272, and said point of beginning being N 49° 30' 10" W, 522.92 feet from the westerly line of Lake Street, Route No. 54 and running from said point of beginning, N 49° 30' 10" W along the centerline of Hicks Street, 341.68 feet to a point and thence, S 40° 29' 50" W, 24.75 feet to an iron pipe in the southerly line of Hicks Street; thence, N 49° 30' 10" W, along the southerly line of Hicks Street passing through an iron pipe, 148.54 feet distant and continuing on the same course 12.85 feet distant farther comprising a total distance of 161.39 feet to a point marking the southeasterly corner of a parcel of land owned by the Village of Penn Yan as recorded in the Office of the Yates County Clerk in Liber 210 of Deeds at page 334, and running thence the following courses and distances along land owned by the Village of Penn Yan, N 1° 42' 30" W, 181.58 feet to a point, N 4° 57' 30" E, 60.59 feet to a point and N 21° 37' 30" E, 6.05 feet to a point marking the northeast corner of land owned by the Village of Penn Yan; thence, N 68° 22' 30" W, 10 feet more or less to a point in the easterly bank of Keuka Lake Outlet and running thence northerly along Keuka Lake Outlet, 178 feet more or less to a point where said outlet turns and thence, continuing along said Keuka Lake Outlet in a northeasterly direction, 630 feet more or less to a point marking the northwest corner of land formerly owned by the Penn Yan and New York Central Railroad, now reputedly owned by Penn Central Railroad, and running thence the following courses and distances along land reputedly owned by Penn Central Railroad, S 17° 07' 30" E, 40.40 feet more or less, N 72° 52' 30" E; 86.33 feet to a point and S 46° 46' 20" E, 19.34 feet to a point marking the southwesterly corner of land now or formerly owned by the Roto Salt Company, Inc. and running thence, S 46° 46' 20" E along the southerly line of land owned by the Roto Sale Company, Inc., 136.00 feet to an iron pipe marking the northwesterly corner of land now or formerly owned by Roger A. and Marie Ribble as recorded in the Office of the Yates County Clerk in Liber 213 of Deeds at page 424, and running thence the following courses and distances along land now or formerly owned by Roger A. and Marie Ribble, S 58° 43' 40" W, 205.00 feet to an iron pipe and S 47° 18' 10" E, 581.89 feet to an iron pipe in the westerly line of land now or formerly owned by Roger A. and Marie Ribble and running thence, S 39° 44' 40" W along the westerly line of land now or formerly owned by Frank and Ruth L. Beyea, the westerly line of land now or formerly owned by Richard R. VanHousen and the westerly line of land owned by Mildred H. Alexander, passing through an iron pipe, 410.62 feet distant and continuing on the same course, 20.00 feet distant farther and comprising a total distance of 430.62 feet to a point in the northerly line of land now or formerly owned by Cecil Husted as recorded in the Office of the Yates County Clerk in Liber 236 of Deeds at page 414, and running thence, N 48° 16' 10" W along the northerly line of land now or formerly owned by Cecil Husted, the northerly extremity of Waddell Avenue and the northerly line of land now or formerly owned by Donald and Bobbie Ann Harris as recorded in the Office of the Yates County Clerk in Liber 267 of Deeds at page 89 for a total distance of 222.92 feet to an iron pipe; thence, S 39° 44' 40" W along the westerly line of land now or formerly owned by said Harris, passing through an iron pipe, 89.22 feet distant; said iron pipe marking the northwesterly corner of land now or formerly owned by Otto Weichental as recorded in the Office of the Yates County Clerk in Liber 230 of Deeds at page 264 and continuing on the same course, passing through an iron pipe, 80.00 feet distant farther marking the northwesterly corner of land now or formerly owned by Edward Pratt as heretofore mentioned; and continuing on the same course along the westerly line of land now or formerly owned by said Pratt, and passing through an iron pin, 68.77 feet distant farther and continuing on the same course, 31.23 feet distant farther comprising a total distance of 269.22 feet to the point and place of beginning comprising an area of 14.65 acres more or less according to a survey made by MRB Group, P.C. on December 12, 1986.

BEING the same premises conveyed in the Deed to S.C.P. Realty Corporation to Yates County Industrial Development Agency dated December 18, 1979 and recorded in the Yates County Clerk's Office in Liber 294 of Deeds at page 329.

Real Estate Transfer Tax:  
\$.00 NOTE: The abovementioned survey map does not appear to have been filed.

Environmental Easement

Beginning at a point in the northeasterly boundary of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's office under Liber 398 page 638, at its intersection with the division line between said lands of Yates County on the west and lands now or formerly on Roger C. Ribbel Tax ID number 061.26-1-2 on the east;

thence S 39°41'01" W along the bounds of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's office under Liber 398 page 638 a distance of 400.24 feet to a point;

thence S 39°41'01" W continuing along said bounds a distance of 12.57 feet to a point in the center of Kimball's Brook AKA Kimball Gully;

thence N 49°23'40" W along the center line of Kimball's Brook a distance of 730.30 feet to a point;

thence N 43°24'38" W continuing along the center line of Kimball's Brook a distance of 100.06 feet to a point;

thence N 17°36'56" W continuing along the center line of Kimball's Brook a distance of 160.36 feet to a point in the northwesterly boundary of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's office under Liber 398 page 638;

thence N 53°20'17" E along the bounds of the lands now or formerly of Yates County (Tax ID number 061.26-1-1) as acquired by deed filed at the Yates County Clerk's office under Liber 398 page 638 a distance of 42.38 feet to a point;

thence N 44°09'01" E continuing along said bounds a distance of 71.94 feet to a point;

thence N 52°28'36" E continuing along said bounds a distance of 37.39 feet to a point;

thence N 58°39'53" E continuing along said bounds a distance of 58.18 feet to a point;

thence N 65°57'03" E continuing along said bounds a distance of 46.56 feet to a point;

thence N 72°25'24" E continuing along said bounds a distance of 103.22 feet to a point;

thence N 70°06'34" E continuing along said bounds a distance of 101.55 feet to a point;

thence N 73°01'09" E continuing along said bounds a distance of 59.96 feet to a point;

thence N 71°25'38" E continuing along said bounds a distance of 18.10 feet to a point;

thence S 17°11'09" E continuing along said bounds a distance of 37.79 feet to a point;

thence N 70°31'03" E continuing along said bounds a distance of 82.46 feet to a point;

thence S 46°49'59" E continuing along said bounds a distance of 163.30 feet to a point;

thence S 58°40'00" W continuing along said bounds a distance of 205.00 feet to a point;

thence S 47°21'47" E, continuing along said bounds a distance of 581.89 feet to the POINT OF BEGINNING.

The above described parcel contains 9.974 acres (434485 sq. ft.)

"Together with a right-of-way for ingress and egress extending from Waddell Avenue to and from the southerly boundary of the above described land. It is the intention to grant access to and from the public roadway, known as Waddell Avenue, over any gap or gore currently owned by the party of the first part that extends northerly from said public roadway to the southerly boundary of the above premises."

LEGEND			
	UTIL POLE		UTIL POLE/LIGHT
	FLAG POLE		WOODS EDGE
	MAIL BOX		GAS METER
	WATER VALVE		SAN MH
	GAS VALVE		IRON PIN
	DEC. TREE		UNKNOWN MH
	SIGN		DRAINAGE STRUCTURE
	FOUND MON		GUY WIRE
	FOUND RR SPIKE		EASEMENT LINE
			GAS LINE
			ELECTRIC LINE
			MON. WELL
			HAND HOLE
			CLEANOUT
			IRON PIPE
			LIGHT POLE
			PROP LINE
			STREET LINE

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		

It is a violation of New York Education Law Article 142, Sec. 7202, for any person, firm or corporation to prepare, execute, or record a survey or plat of land unless such person, firm or corporation is duly licensed as a professional land surveyor, or land surveyor in training, as defined in the said law, and the date of such licensure, and a specific description of the violation.

**LABELLA**  
Associates, P.C.

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Michael J. Hagg, P.E.  
6/10/10

PROJECT CLIENT  
FORMER PENN YAN MARINE CORP.  
15 WADDELL AVENUE  
TOWN OF MILO  
COUNTY OF YATES  
YATES COUNTY  
PENN YAN, NEW YORK

DRAWN TITLE  
INSTRUMENT SURVEY  
ENVIRONMENTAL EASEMENT

DESIGNED BY: [ ]  
DRAWN BY: [ ]  
CHECKED BY: [ ]  
DATE: [ ]

REVISIONS:  
NO. 1  
DATE: [ ]  
BY: [ ]

PROJECT/DRAWING NUMBER  
208564

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