

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

THIS INDENTURE made this 25th day of June, 2013, between Owner(s) BRE Lincoln Avenue, LLC, having an office at c/o Fitzgerald, DePietro and Wojnas, 291 Genesee Street, Utica, County of Oneida, 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 1612, 1616, 1634 and 1642 Lincoln Avenue in the City of Utica, County of Oneida and State of New York, known and designated on the tax map of the County Clerk of Oneida as tax map parcel numbers: Section 318.62 Block 2 Lot 14; Section 318.62 Block 2 Lot 13; Section 318.62 Block 2 Lot 11.1; Section 318.62 Block 2 Lot 11.2; Section 318.62 Block 2 Lot 10.1; Section 318.62 Block 2 Lot 12.2; Section 318.62 Block 2 Lot 12.1; and Section 318.62 Block 2 Lot 10.2, being the same as that property conveyed to Grantor by deed dated June 17, 2011 and recorded in the Oneida County Clerk's Office in Instrument No. 2011-011198. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.673 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 15, 2013 prepared by Jeffrey F. Phillips, LS, 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 Brownfield Cleanup Agreement Index Number: A6-0621-07-09, as amended by Amendment No. 1 and Amendment No. 2, 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:

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) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Oneida County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

(6) Data and information pertinent to Site Management of the Controlled

Property must be reported at the frequency and in a manner defined in the SMP;

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by

the terms of this Environmental Easement;

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

5. Enforcement

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

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

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

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

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

County, 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: C633068
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Grantor's Acknowledgment

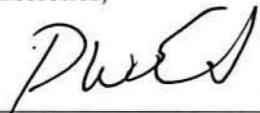
STATE OF NEW YORK)
) ss:
COUNTY OF Oneida)

On the 18th day of JUNE, in the year 20 13, before me, the undersigned, personally appeared S.H. Busbey, 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.

June C. Pavia
Notary Public - State of New York

JUNE C. PAVIA
Notary Public, State of New York
Re. # 01PA6010351
Appointed in Oneida County
My Commission Expires 7/20/ 14

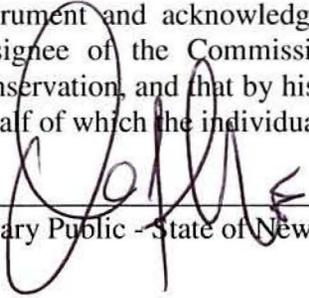
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

Grantee's Acknowledgment

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

On the 25th day of June, in the year 2013, before me, the undersigned, personally appeared Robert Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No: 01CH5092146
Qualified in Schenectady County,
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

Tri-State Industrial Laundries
Brownfield Cleanup Project
NYSDEC Site No. C633068

Record Description for #1612, 1616, 1634 & 1642 Lincoln Avenue

PARCEL I:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York shown on a map entitled "Map showing property of Frederick Gillmore on Lincoln & Wheeler Avenue made by J. Kemper, Civil Engineer" and dated March 18, 1913 which map has been filed in the Oneida County Clerk's Office described as follows: COMMENCING at an iron pipe shown on said map in the northerly line of Lincoln Avenue in the southwesterly corner of the property owned by the party of the first part and running thence northerly at right angles to Lincoln Avenue 87.17 feet to an iron pipe; thence westerly at an angle of 83° 16' 4-12 feet to an iron pipe; thence northerly 13.17 feet to an iron pipe thence easterly 8.67 feet to an iron pipe thence northerly at right angles to Wheeler Avenue 62 feet to the southerly line of Wheeler Avenue; thence easterly along the southerly line of Wheeler Avenue 15.24 feet; thence southerly at right angles to Wheeler Avenue 15.24 feet; thence southerly at right angles to Wheeler Avenue northerly line of Lincoln Avenue and thence westerly along the northerly line of Lincoln Avenue 20 feet to the place of beginning.

PARCEL II:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, more particularly described as being the northerly four (4) feet from front to rear of Lot 118 as shown and distinguished upon a map and plot of the "Allotment of the Chenango Canal land" within the City of Utica, made by C. W. Adams surveyor posted and filed in the Office of the City Surveyor of the City of Utica, on or about the 29th day of December 1888, and a duplicate of which has been and was filed in the Clerk's Office of Oneida County on or about the 27th day of March, 1889.

PARCEL III:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, known and designated as the southerly 40 feet wide in front on Lincoln Avenue, 35 feet wide in the rear taken from the southerly side of Lot No. 17, and the northerly 5 feet wide, front and rear, of Lot No. 18, as laid out and described on a map of property in Utica, N.Y., made for William B. Lane and Frederick G. Fincke, executors of the estate of George H. Wiley, deceased, made from actual survey October 14, 1904, by C. S. Taylor, and filed in the Oneida County Clerk's Office 18, 1904, to which reference is hereby made. Said pieces or portions of said lots taken together make a lot 45 feet wide in front on the northwesterly side of Lincoln Avenue 40 feet in width in the rear and 95 feet, more or less, deep as laid out on said map.

PARCEL IV:

ALL THAT PART OR PORTION OF "ABANDONED CHENANGO CANAL LAND", situated in the City of Utica, County of Oneida and State of New York, and known and distinguished upon a map and plot of the "Allotment of the Chenango Canal Land" within the City of Utica made by C. W. Adams, surveyor, posted and filed in the Office of the City Surveyor of the City of Utica, on or about the 27th day of December 1888 and a duplicate of which has been and was filed in the Clerk's Office of Oneida County on or about the 27th day of March, 1889 as Lot Nos. 118, 119 and 120, bounded and described as follows, on the north by Lot No. 117, on the east by the Blue Line of the Chenango Canal lands, on the south by the north line of a proposed street, and on the west by the east line the proposed street and fronting on the said proposed street and are each about 40 feet wide in front and rear except that the rear line of Lot 120 is irregular in shape and as the same are laid down on said map. Subject to the provisions of Section 12 of Chapter 456 of the Laws of 1887 aforesaid.

EXCEPTING AND RESERVING, from the above premises the following: ALL THAT TRACT OR PARCEL OF

LAND, situate in the City of Utica, County of Oneida and State of New York, more particularly described as being the northerly 4 feet from front to rear of Lot 118 as shown and distinguished upon a map and plot of the "Allotment of the Chenango Canal Land" within the City of Utica, made by C. W. Adams, surveyor posted and filed in the Office of the City Surveyor of the City of Utica, on or about the 29th day of December, 1888 and a duplicate of which has been and was filed in the Clerk's Office of Oneida County on or about the 27th day of March, 1889.

ALSO, ALL THAT PIECE OR PARCEL OF LAND, situate in Utica, County of Oneida and State of New York, known and distinguished as all that part of Lot No. 18 on a Map of property in Utica, N.Y. made for William B. Lane and Frederick G. Finck as executors of George H. Wiley deceased made by C. S. Taylor October 14, 2004 and filed in the Oneida County Clerk's Office October 18, 1904 to which reference is hereby made, bounded and described as follows: BEGINNING at the northerly corner of Lincoln Ave., with the northerly line of Wheeler Ave. thence northerly on the line of Wheeler Ave. 3 feet thence at right angles easterly 24-11/12 feet thence at right angles southerly 5-11/12 feet thence at right angles northeasterly 89/4/12 feet thence at right angles southerly 56 feet more or less to the northerly line of Lincoln Ave. and thence westerly along the northerly line of Lincoln Ave. 120 feet more or less to the junction of Wheeler Ave. the place of beginning.

ALL THAT TRACT OR PORTION OF abandoned Chenango Canal land, situated in the City of Utica, County of Oneida and State of New York, and known and distinguished upon a map and plot of the Allotment of the Chenango Canal land within the City of Utica, made by C. W. Adams, surveyor, posted and filed in the Office of the City Surveyor of the City of Utica on or about the 27th day of December, 1888, and a duplicate of which has been and was filed in the Clerk's Office of Oneida County on or about the 27th day of March, 1889, as Lot Nos. 122 and 123 bounded and described as follows, they lie together and front upon the westerly line of Chenango Ave. and are about 40 feet each front and rear and are bounded on the east by the west line of Chenango Ave., on the south by Lot No. 124, on the west by the blue line of Chenango Canal lands and on the north by the south line of a proposed Street as laid down on said map, subject to the provisions of Section 12 of said Chapter 456 of the laws of 1887.

PARCEL V:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, being Lots 124, 125 and 126 as shown on a map of the allotment of the lands of the old Chenango Canal, made by C. W. Adams, surveyor, and filed in the Oneida County Clerk's office about March 27, 1889, being further described as follows:

BEGINNING at a point in the westerly street line of Lincoln Avenue, formerly known as Chenango Avenue, at a distance of 87.50 feet westerly of an iron pipe set in the ground, marking an angle in said street line, said place of beginning being marked by an iron axle driven in the ground in the northerly line of said lot 124 of said map, running thence southerly along said street line one hundred and twenty (120) feet to an iron pipe set in the ground, thence northerly and at right angles to said street line, 109.47 feet to a point on the top of a concrete culvert there located, passing through an iron pipe set in the ground marking the line, at a distance of 106.33 feet from said street line thence easterly and forming an interior angle of 90 degrees and 58 minutes, 120 feet along said concrete culvert to the easterly line of the property herein described, thence southerly and at right angles to said Lincoln Avenue street line and passing through an iron pipe set in the ground at the easterly edge of said culvert, marking this last course, a total distance of 110.15 feet to the place of beginning, being as shown on a map of a survey made by Joseph Kemper, civil engineer, dated at Utica, N.Y. February 1, 1937.

PARCEL VI:

ALL THAT PART OR PORTION OF "Abandoned Chenango Canal" and situate in the City of Utica, County of Oneida and State of New York and known and distinguished upon a map and plot of the "Allotment of the Chenango Canal land" within the City of Utica made by C. W. Adams Surveyor, posted and filed in the office of the City Surveyor of the City of Utica on or about the 27th day of December 1888, and a duplicate of which was filed in the Clerk's Office of Oneida County on or about the 27th day of March, 1889 as Lot No. 127 bounded and described as follows, on the north by Lot No. 126 on the east by the west line of Lincoln Avenue on the south by Lot No. 128 and on the west by the blue line of the Chenango Canal lands and being about 40 feet front and rear as the same is laid down on said map.

PARCEL VII:

ALL THAT PART OR PORTION OF "Abandoned Chenango Canal land" situated in the City of Utica, County of Oneida and State of New York and known and distinguished upon a map and plot of the allotment of the "Chenango

Canal land" within the City of Utica made by C. W. Adams, surveyor, posted and filed in the office of the City Surveyor of the City of Utica on or about the 27th day of December, 1888 and a duplicate of which has been and was filed in the Clerk's Office of Oneida County on or about the 27th day of March 1889 as Lot No. 116 bounded and described as follows, on the north by Lot No. 115 , on the east by the blue line of Chenango Canal lands, on the south by Lot No. 117 and on the west by the east line of the proposed St. and fronting upon the easterly side of said proposed St. and as the same is laid down on said map being about 40 feet front and rear, subject to the provisions of Section 12 of said Chapter 456 of the laws of 1887.

ALSO, ALL THAT PART OR PORTION OF "Abandoned Chenango Canal land", situate in the City of Utica, County of Oneida and State of New York, and known and distinguished upon a map and plot of the "Allotment of the Chenango Canal land," within the City of Utica, made by C. W. Adams, surveyor, posted and filed in the office of the City Surveyor of the City of Utica, on or about the 27th day of December, 1888, and a duplicate of which has been and was filed in the Clerk's Office of Oneida County on or about the 27th day of March, 1889, as Lot No. 117 described as follows: on the north by Lot 116, on the east by the blue line of the Chenango Canal lands, on the south by Lot 118 and on the west. by the east line of the proposed St. and as laid down on said map.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, known and distinguished as Lot No. 16 and the northerly 5 ft. wide in front and rear taken from Lot No. 17 its entire length, as laid out on map of property in Utica, New York made for William B. Lane and Frederick G. Fincke, executors of George H. Wiley, deceased, from actual survey October 14, 1904 by C.S. Taylor, C.E. and filed October 18, 1904 in Oneida County Clerk's Office.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, known and distinguished as Lot Nos. 14 and 15 on a map of property in Utica, N.Y. made for William B. Lane and Frederick G. Fincke, Executors of George H. Wiley, deceased, from actual survey, October 14, 1904 by C. E. Taylor, C.E., and filed in the Oneida County Clerk's Office October 18, 1904.

ALSO, ALL THAT PART OR PORTION OF "Abandoned Chenango Canal Land", situated in the City of Utica, County of Oneida and State of New York, and known and distinguished upon a map and plot of the "Allotment of the Chenango Canal Land", within the City of Utica, made by C. W. Adams, surveyor, posted and filed in the office of City Surveyor of the City of Utica, on or about the 27th day of December 1888, and a duplicate of which has been and was filed in the Clerk's Office of Oneida County, on or about the 27th day March, 1889; as Lots Nos. 114 and 115 bounded and described as follows: on the north by Lot No. 113; the east by the blue line of the Chenango Canal lands; on the south by Lot No. 116, and on the west by the east line of the proposed street, and fronting upon said proposed street as the same is laid down on said map, being about 40 feet. each front and rear, subject to the provisions of Section 12 of said Chapter 456 of the laws of 1887.

PARCEL VIII:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Utica, County of Oneida and State of New York, bounded and described as follows: BEGINNING at a point formed by the intersection of the northerly line of Lincoln Avenue and the westerly line of Wheeler Avenue, said point of beginning being also the southeasterly corner of property shown on the City Tax Maps as Book 4, Map 13, Block 6, Lot 23; thence northerly along the westerly line of Wheeler Avenue, a distance of 90.37 +/- feet to a point, said point being located distant 8.50 feet southerly measured at right angles from the center line of an existing railroad siding or branch track operated by the Delaware Lackawanna and Western R.R. Co., Utica Division; thence easterly at an interior angle of 74° 38' 16" with the last described line a distance of 49.15 +/- feet to a point; thence southerly along a line parallel with the first described line a distance of 4.0 +/- feet to a point in the existing southerly line of Wheeler Avenue; thence westerly along the southerly line of said street a distance of 8.0 +/- feet to a point in the existing easterly line of said street; thence southerly along the existing easterly line of said street a distance of 92.92 +/- feet to a point in the northerly line of Lincoln Avenue; thence westerly along the northerly line of Lincoln Avenue a distance of 43.98 +/- feet to the place of beginning.

Environmental Easement Area Description

ALL that piece or parcel of property hereinafter designated as Environmental Easement Area, being Tax Lots 318.62-2-10.1/10.2, 318.62-2-11.1/11.2, 318.62-2-12.1, 318.62-2-12.2, 318.62-2-13, and 318.62-2-14 in the City of Utica, County of Oneida, State of New York and more particularly described as follows:

BEGINNING at a point on the northerly boundary of Lincoln Avenue, an existing city street, at its intersection with the division line between the property of BRE Lincoln Avenue, LLC (reputed owner) on the northeast and the property of SECO Leasing Corp. (reputed owner) on the southwest, said point also being the southwest corner of Lot 127 as

shown on a map entitled "Allotment of the Chenango Canal Land" within the City of Utica, prepared by C.W. Adams, surveyor, a copy of which was filed in the Clerk's Office of Oneida County on March 27, 1889, thence; N 29°33'40" W along the westerly line of Lot 127 a distance of 107.65 feet to a point on the southerly boundary of the City of Utica: North-South Arterial Highway, thence; Along the last mentioned highway boundary the following two (2) courses and distances: (1) N 59°01'44" E a distance of 3.94 feet to a point, thence; (2) N 59°41'37" E a distance of 236.08 feet to a point at the intersection of the southwesterly boundary of Wheeler Avenue, an existing city street, thence; Along the southwesterly and southerly boundaries of Wheeler Avenue the following four (4) courses and distances: (1) S 29°33'40" E a distance of 18.85 feet to a point, thence; (2) N 75°48'31" E a distance of 49.78 feet to a point, thence; (3) S 29°33'13" E a distance of 4.00 feet to a point, thence; (4) N 60°26'47" E a distance of 286.41 feet to a point at the intersection with the division line between the property of BRE Lincoln Avenue, LLC (reputed owner) on the southwest and the property of Mid-York Library System (reputed owner) on the northeast, thence; Along the last mentioned division line S 29°33'13" E a distance of 162.49 feet to a point on the northerly boundary of Lincoln Avenue, thence; Along the last mentioned street boundary the following three (3) courses and distances: (1) S 59°43'32" W a distance of 147.70 feet to a point, thence; (2) S 86°24'18" W a distance of 207.94 feet to a point, thence; (3) S 60°05'30" W a distance of 239.76 feet to the point of beginning, being 72,891± square feet or 1.673 acres, more or less.

