

COPY

*** DO NOT DETACH ***

Wayne County Clerk's Office

Recording Page

Receipt #:	240399	-----FEES-----	
Instrument #:	R9103305	Recording and Filing:	105.00
Date:	12/26/2008	Transfer Tax:	0.00
Time:	02:53P	Basic Tax:	0.00
Doc Type:	EASEMENTS	Local Tax:	0.00
1st OR:	GARLOCK SEALING TECH	Additional Tax:	0.00
1st EE:	GARLOCK SEALING TECH	Special Tax:	0.00
Town:	-	Withheld:	0.00
Pages:	12	Total:	105.00
Serial #:	-	-----MORTGAGE TAX-----	
Employee ID:	CT	Amount Taxed:	0.00
Transfer Tax #:	1370	-----TRANSFER TAX-----	
		Consideration Amount:	0.00

State of New York
County of Wayne

***** WARNING - This sheet constitutes the Clerks endorsement required by Section 319 of the Real Property Law of the State of New York.**

Wayne
County Clerk

* ***** DO NOT DETACH ***** *
* ***** THIS IS NOT A BILL ***** *

COPY

12

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

THIS INDENTURE made this 22nd day of December 2008, between Owner(s) Garlock Sealing Technologies LLC (Fee Interest), having an office at 1666 Division Street, Palmyra, New York 14522(the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and of ensuring the potential restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

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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

6411-00-839939

WHEREAS, Grantor, is the owner of real property located at 1666 Division Street in the Town of Palmyra, County of Wayne, New York, known and designated on the tax map of the County Clerk of Wayne as tax map parcel: Section 64.111 Block 00 Lot 839.937 being the same as that property conveyed to Grantor by deeds on June 29, 1912, recorded in Liber 226, page 299; April 19, 1918, recorded in Liber 246, page 428; July 19, 1929, recorded in Liber 288, page 251; April 22, 1936, recorded in Liber 313, page 435; August 26, 1960, recorded in Liber 485, page 576 and Leaseback recorded February 28, 2006 in Document No. R 9069041 in the Land Records of the Wayne County Clerk, comprised of approximately 8.74 acres, and hereinafter more fully described in Schedule "A" property description and Survey dated November 11, 2008, by Labella Associates, P.C. attached hereto and made a part hereof (the " Controlled Property"); and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Brownfield Site Cleanup Agreement Index Number B8-0690-05-04A, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

Return to:
Donald Sorbello
430 E Genesee St
Suite 401
Syracuse, NY 13200

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The following controls apply to the use of the Controlled Property, run with the land are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees, and any person using the Controlled Property:

A. The Controlled Property may be used for industrial use, identified future uses in accordance with 6 NYCRR Part 375-1.8 (g)(2)(iv), as long as the following long-term engineering controls are employed:

- The Site Management Plan (SMP), dated December 2008, must be implemented for the Controlled Property;
- Engineering Controls will be installed and/or maintained to prevent contact with site subsurface soils. The existing soil and crushed stone surfaces (minimum one foot thick), asphalt-paved surfaces, concrete-paved surfaces, and buildings act as a cover system at the Controlled Property. Disturbances and incidental damage to this cover system shall be repaired upon discovery with cover materials approved by the NYSDEC and the New York State Department of Health (NYSDOH);
- All new site buildings will have soil vapor mitigation systems installed, or have Soil Vapor Intrusion (SVI) investigations performed as per NYSDOH guidance;
- All existing buildings that will remain on site will have soil vapor mitigation systems installed, or have SVI investigations performed as per NYSDOH guidance. However, existing site buildings that will be unoccupied by December 2010 may have quarterly indoor air monitoring in lieu of mitigation systems or SVI investigations;
- Future groundwater use is prohibited without treatment and written approval from NYSDEC and the NYSDOH;
- Soils at the Controlled Property shall be managed in accordance with the SMP. The SMP includes requirements for the characterization, handling, and disposal/re-use of media (e.g. soil, excavation dewatering) and requirements for soils imported to the site;
- The Grantor and its successors and assigns must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan, dated December 2008, and all Department-approved amendments to the Site Management Plan;

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December, 2008 ("SMP"). The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system on the Controlled Property, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer:
Region 8

or

Site Control Section
Division of Environmental Remediation

NYS Department of Environmental Conservation
6274 East Avon-Lima Road
Avon, New York 14414-8519

NYS DEC
625 Broadway
Albany, NY 12233

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

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

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

D. 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.

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

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

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

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the

burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or Article 56, Title 5 with respect to the Controlled Property.

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

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

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

Parties shall address correspondence to:

If for Grantee: Site No. C859027
Environmental Easement Attorney
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

If for Grantor to: Attn: Christopher Rockwell
Environmental Services Manager
Garlock Sealing Technologies, LLC
1666 Division Street
Palmyra, New York 14522

Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor's Name: **Garlock Sealing Technologies LLC**

By: Paul Baldetti
Paul Baldetti - President

Title: President Date: 12.16.08

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


by:

Alexander B. Grannis
Alexander B. Grannis, Commissioner

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF Monroe) ss:

On the 16th day of December, in the year 2008, before me, the undersigned, personally appeared Paul Baddetti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

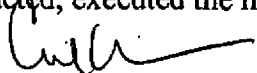

Notary Public - State of New York

JULIE E. FRANK
Notary Public in the State of New York
MONROE COUNTY
Commission Expires May 11, 2011

Grantee's Acknowledgment

STATE OF NEW YORK)
COUNTY OF Albany) ss:

On the 22nd day of December, in the year 2008, before me, the undersigned, personally appeared Alexander B. Grannis, 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 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

CINDYLOU M. FRINKS-DIXON
Notary Public, State of New York
No. 4805685
Qualified in Albany County
Commission Expires August 24, 2009

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

Address: 1666 Division Street, Town of Palmyra, NY 14522.
Tax Id No: 064.111-00-839.937

Gylon Building Parcel Boundary Description

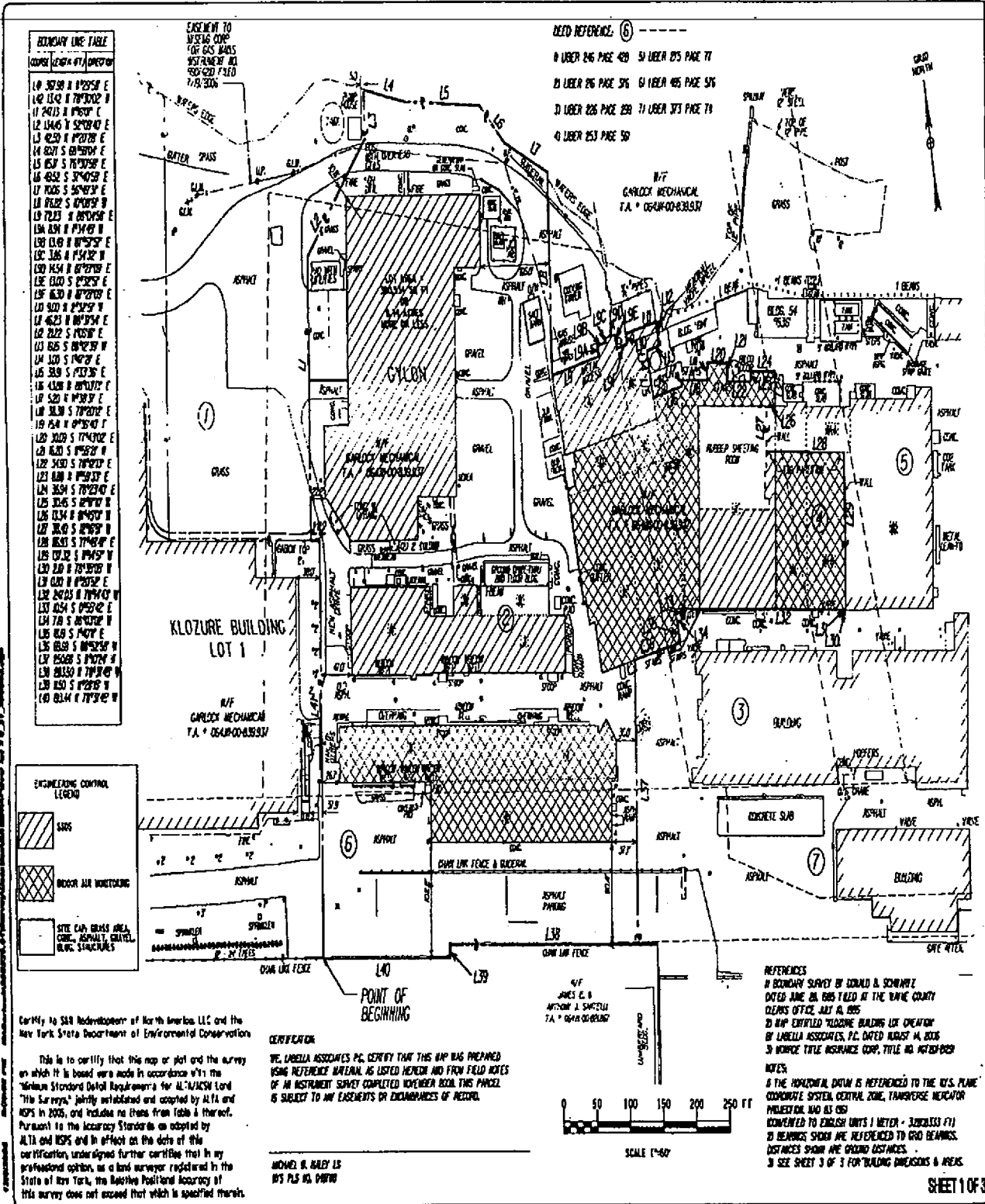
Beginning at a point in a northerly boundary line of tax account number 064.111-00-821.867, said point being a southeast property corner of Klosure Building Lot 1 as shown on a map entitled "Klosure Building Lot Creation" by Labella Associates, P.C. dated August 14, 2006

- 1) thence N 11°29'58" E, along an easterly boundary line of said Lot 1 a distance of 367.98 feet to an angle point
- 2) thence N 78°30'02" W, along a northerly boundary line of said Lot 1 a distance of 13.42 feet to a point
- 3) thence N 11°16'07" E, through the lands of tax account number 064.111-00-839.937 a distance of 247.13 feet to a point
- 4) thence N 52°09'40" E, continuing through the lands of tax account number 064.111-00-839.937 a distance of 134.45 feet to a point
- 5) thence N 11°20'28" E, continuing through the lands of tax account number 064.111-00-839.937 a distance of 42.50 feet to a point
- 6) thence S 68°59'04" E, continuing through the lands of tax account number 064.111-00-839.937 a distance of 60.71 feet to a point
- 7) thence S 76°30'58" E continuing through the lands of tax account number 064.111-00-839.937 a distance of 115.17 feet to a point
- 8) thence S 37°40'59" E, continuing through the lands of tax account number 064.111-00-839.937 a distance of 49.52 feet to a point
- 9) thence S 56°49'31" E, continuing through the lands of tax account number 064.111-00-839.937 a distance of 70.06 feet to a point
- 10) thence S 10°08'51" W, continuing through the lands of tax account number 064.111-00-839.937 a distance of 176.82 feet to a point, said point being the northwest corner of an existing building
- 11) thence N 88°04'56" E, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 72.23 feet to an angle point
- 11A) thence N 1°34'45" W, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 8.94 feet to an angle point
- 11B) thence N 87°57'57" E, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 13.49 feet to an angle point
- 11C) thence N 1°34'32" W, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 3.86 feet to an angle point
- 11D) thence N 87°27'09" E, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 14.54 feet to an angle point
- 11E) thence S 2°32'51" E, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 13.00 feet to an angle point
- 11F) thence N 87°27'09" E, continuing through the lands of tax account number 064.111-00-839.937 along the outer wall of said building a distance of 16.30 feet to an angle point
- 12) thence N 2°32'51" W, through the lands of tax account number 064.111-00-839.937 continuing along the outer wall of said building a distance of 9.00 feet to an angle point
- 13) thence N 88°31'54" E, through the lands of tax account number 064.111-00-839.937 continuing along the outer wall of said building a distance of 46.23 feet to an angle point
- 14) thence S 1°06'16" E, through the lands of tax account number 064.111-00-839.937 continuing along the outer wall of said building a distance of 21.22 feet to an angle point
- 15) thence S 88°12'39" W, through the lands of tax account number 064.111-00-839.937 continuing along the outer wall of said building a distance of 19.15 feet to an angle point
- 16) thence S 1°47'21" E, through the lands of tax account number 064.111-00-839.937 continuing along the outer wall of said building a distance of 3.00 feet to an angle point
- 17) thence S 1°33'36" E, through the lands of tax account number 064.111-00-839.937

continuing along the outer wall of said building a distance of 38.91 feet to an angle point
18) thence N 88°03'13" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 43.88 feet to an angle point
19) thence N 11°38'31" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 5.20 feet to an angle point
20) thence S 78°20'12" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 38.38 feet to an angle point
21) thence N 12°36'40" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 15.41 feet to an angle point
22) thence S 77°43'02" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 30.09 feet to an angle point
23) thence S 11°55'21" W, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 16.20 feet to an angle point
24) thence S 78°12'13" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 34.90 feet to an angle point
25) thence N 11°59'33" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 8.88 feet to an angle point
26) thence S 78°23'40" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 36.94 feet to an angle point
27) thence S 12°17'10" W, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 30.45 feet to a point
28) thence N 81°45'01" W, through the lands of tax account number 064.111-00-839.937
through said building along a partition wall a distance of 13.34 feet to an angle point
29) thence S 12°16'51" W, through the lands of tax account number 064.111-00-839.937
continuing through said building along a partition wall a distance of 38.40 feet to an angle
point
30) thence S 77°49'47" E, through the lands of tax account number 064.111-00-839.937
continuing through said building along a partition wall and the extension of said partition
wall a distance of 116.93 feet to a point in a partition wall
31) thence S 11°14'57" W, through the lands of tax account number 064.111-00-839.937
continuing through said building along a partition wall a distance of 137.32 feet to a point in
the outer wall of said building
32) thence N 78°35'05" W, through the lands of tax account number 064.111-00-839.937 along
the outer wall of said building a distance of 2.10 feet to an angle point
33) thence N 11°20'52" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 0.80 feet to an angle point
34) thence N 78°14'43" W, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 247.03 feet to an angle point
35) thence S 0°55'42" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 10.54 feet to an angle point
36) thence S 88°03'02" W, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 7.19 feet to an angle point
37) thence S 1°40'11" E, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 18.19 feet to an angle point
38) thence S 88°52'58" W, through the lands of tax account number 064.111-00-839.937
continuing along the outer wall of said building a distance of 69.69 feet to a point
39) thence S 11°10'24" W, continuing through the lands of tax account number 064.111-00-
839.937 a distance of 250.68 feet to a point in a northerly boundary line of tax account
number 064.111-00-821.867
40) thence N 78°31'45" W, along said northerly boundary line a distance of 283.50 feet to an
angle point
41) thence S 11°28'15" W, continuing along said northerly boundary line a distance of 11.50
feet to an angle point
42) thence N 78°31'45" W, continuing along said northerly boundary line a distance of 193.44
feet to the point of beginning.

THE ABOVE DESCRIBED PARCEL CONTAINS 8.74 ACRES (380,534 SQ. FT.)

SURVEY



BOUNDARY LINE TABLE

COUSIN LEGAL # 471 DIRECTION

140	30.50	N	1°25'58"	E
141	13.42	N	78°20'32"	E
142	14.15	N	1°50'00"	E
143	14.46	N	5°30'47"	E
144	12.50	N	1°20'00"	E
145	12.50	S	89°30'00"	E
146	12.50	S	78°20'32"	E
147	12.50	S	3°40'52"	E
148	12.50	S	5°30'47"	E
149	12.50	S	1°20'00"	E
150	12.50	S	1°20'00"	E
151	12.50	S	1°20'00"	E
152	12.50	S	1°20'00"	E
153	12.50	S	1°20'00"	E
154	12.50	S	1°20'00"	E
155	12.50	S	1°20'00"	E
156	12.50	S	1°20'00"	E
157	12.50	S	1°20'00"	E
158	12.50	S	1°20'00"	E
159	12.50	S	1°20'00"	E
160	12.50	S	1°20'00"	E
161	12.50	S	1°20'00"	E
162	12.50	S	1°20'00"	E
163	12.50	S	1°20'00"	E
164	12.50	S	1°20'00"	E
165	12.50	S	1°20'00"	E
166	12.50	S	1°20'00"	E
167	12.50	S	1°20'00"	E
168	12.50	S	1°20'00"	E
169	12.50	S	1°20'00"	E
170	12.50	S	1°20'00"	E
171	12.50	S	1°20'00"	E
172	12.50	S	1°20'00"	E
173	12.50	S	1°20'00"	E
174	12.50	S	1°20'00"	E
175	12.50	S	1°20'00"	E
176	12.50	S	1°20'00"	E
177	12.50	S	1°20'00"	E
178	12.50	S	1°20'00"	E
179	12.50	S	1°20'00"	E
180	12.50	S	1°20'00"	E
181	12.50	S	1°20'00"	E
182	12.50	S	1°20'00"	E
183	12.50	S	1°20'00"	E
184	12.50	S	1°20'00"	E
185	12.50	S	1°20'00"	E
186	12.50	S	1°20'00"	E
187	12.50	S	1°20'00"	E
188	12.50	S	1°20'00"	E
189	12.50	S	1°20'00"	E
190	12.50	S	1°20'00"	E
191	12.50	S	1°20'00"	E
192	12.50	S	1°20'00"	E
193	12.50	S	1°20'00"	E
194	12.50	S	1°20'00"	E
195	12.50	S	1°20'00"	E
196	12.50	S	1°20'00"	E
197	12.50	S	1°20'00"	E
198	12.50	S	1°20'00"	E
199	12.50	S	1°20'00"	E
200	12.50	S	1°20'00"	E

ENGINEERING CONTROL LEGEND

[Hatched Box]	SAND
[Cross-hatched Box]	MOOR AIR WAREHOUSING
[Dotted Box]	SITE CAP, GRASS AREA, CONC., ASPHALT, GRAVEL, BLDG. STRUCTURES

Certify to S&B Redevelopers of North America LLC and the New York State Department of Environmental Conservation

This is to certify that this map or plot 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 include no claims therefrom. 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.

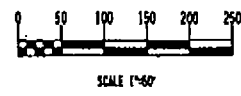
CERTIFICATION

WE, LABELLA ASSOCIATES P.C. CERTIFY THAT THIS MAP WAS PREPARED USING REFERENCE MATERIAL AS LISTED HEREON AND FROM FIELD NOTES OF AN INSTRUMENT SURVEY COMPLETED NOVEMBER BEING THIS PARCEL IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES OF RECORD.

MICHAEL R. BAILEY LS
NY S.P.S. NO. 01970

- DEED REFERENCE: ⑥
- 1) DEED 246 PAGE 429 5) DEED 485 PAGE 77
 - 2) DEED 246 PAGE 376 6) DEED 485 PAGE 376
 - 3) DEED 226 PAGE 291 7) DEED 373 PAGE 74
 - 4) DEED 253 PAGE 50

W/F
GARLOCK MECHANICAL
T.A. * 06AM-00-038337



REFERENCES

- 1) BOUNDARY SURVEY BY EDWARD B. SCHWITZ DATED JUNE 28, 1985 FILED AT THE WAYNE COUNTY CLERK'S OFFICE, JULY 10, 1985
- 2) MAP ENTITLED "KLOZURE BUILDING LOT CREATION" BY LABELLA ASSOCIATES, P.C. DATED AUGUST 14, 2005
- 3) SOURCE TITLE INSURANCE CORP. TITLE NO. 1076080

NOTES

- 1) THE HORIZONTAL DATUM IS REFERENCED TO THE U.S. PLANE COORDINATE SYSTEM, CENTRAL ZONE, TRANSVERSE MERCATOR PROJECTION, NAD 83 (93)
- 2) DIMENSIONS SHOWN ARE REFERENCED TO GRID BEARINGS. DISTANCES SHOWN ARE GRID DISTANCES.
- 3) SEE SHEET 3 OF 3 FOR BUILDING DIMENSIONS & AREAS.

<p>LABELLA ASSOCIATES, P.C. REGISTERED PROFESSIONAL ENGINEERS 100 WEST STREET SUITE 200 ROCHESTER, NEW YORK 14614 TEL: 716.243.8800 WWW.LABELLA-ASSOCIATES.COM</p>	<p>LABELLA ASSOCIATES, P.C. REGISTERED PROFESSIONAL ENGINEERS 100 WEST STREET SUITE 200 ROCHESTER, NEW YORK 14614 TEL: 716.243.8800 WWW.LABELLA-ASSOCIATES.COM</p>
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<p>207008</p>	<p>SUB-2</p>
<p>SHEET 1 OF 3</p>	

