

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

THIS INDENTURE made this 14th day of December, 2012, between Owner **BLADES HOLDING COMPANY, INC.**, at P.O. Box 12, Arkport, New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

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

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of the Brownfield Cleanup Agreement Number: C902019-09-10, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iv).

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

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

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

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

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

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

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

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as described in 6 NYCRR Part 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

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

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

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

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

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

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

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

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

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement.

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

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

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

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

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

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: C902019
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

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

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

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

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

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

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

BLADES HOLDING COMPANY, INC.

By: Robert U. Blades Jr.

Print Name: Robert U. Blades Jr.

Title: President

Date: 10/9/2012

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

On the 9TH day of October, in the year 2012, before me, the undersigned, personally appeared ROBERTU BLADES, JR. 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

CHARLES F. LIBORDI
Notary Public - State of New York
Steuben County No. 4737180
My Commission Expires 9/30/13

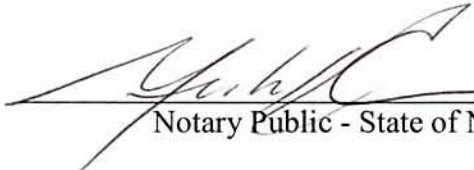
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By: 

Robert W. Schick, P.E., Director
Division of Environmental Remediation

STATE OF NEW YORK)
COUNTY OF Allegany) ss:

On the 14th day of December in the year 2012, before me, the undersigned, personally appeared Robert W. 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/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

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

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

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

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

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

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

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

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

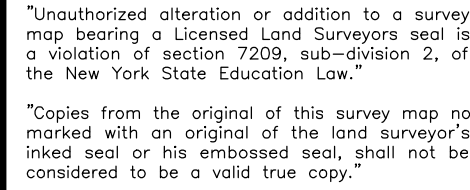
N 81° 51' 04" W and along the division line between the lands herein described, on the north and the above mentioned lands of Benjamin, now reputedly Phillips, a distance of 45.56 feet to a point marked by a 5/8" iron rebar with survey cap set on the easterly bounds of N.Y.S. Route No. 19; thence

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

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








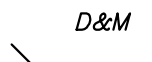


Containing 5.424 +/- Acres

SURVEY



No.	REVISION	DATE
1.	REVISED PER HARTER SECREST & EMERY LLP REQUEST	09-24-12
2.	REVISED PER HARTER SECREST & EMERY LLP REQUEST	10-03-12
3.	REVISED PER HARTER SECREST & EMERY LLP REQUEST	10-12-12

NOTE
THE ENGINEERING AND INSTITUTIONAL 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 NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT
"derweb@gw.dec.state.ny.us"

	5/8" REBAR W/SURVEY CAP SET
	CENTERLINE OF TRAVELED WAY
	RIGHT OF WAY LIMITS
	DEED AND/OR MAP LINE
	OVERHEAD UTILITY LINE
	FENCELINE
	CENTER OF TUCKER CREEK
	DEED AND MEASURED DIMENSION
	UTILITY POLE & ANCHOR
	GREAT LOT NUMBER

1. WILL W. & RUTH M. BURR TO ROCHESTER GAS & ELECTRIC RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 508 OF DEEDS AT PAGE 53. NO SPECIFIED WIDTH OR PRECISE LOCATION.
2. WILL W. & RUTH M. BURR TO THE STATE OF NEW YORK RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 509 OF DEEDS AT PAGE 62. STATE HIGHWAY NO. 5341 MAP NO. 8 PARCELS 11 & 12.
3. RIGHT OF WAY RESERVED ALONG A FARM ROAD IN A DEED FROM CARL W. & ELIZABETH ANDREWS TO ROBERT L. & DORA H. STOWELL RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 411 OF DEEDS AT PAGE 218. (FARM ROAD CONNECTS THE PREMISES SOLD WITH THE STATE HIGHWAY RUNNING FROM BELMONT TO BELVEDERE) NO SPECIFIC WIDTH OR PRECISE LOCATION.
4. ROBERT L. STOWELL, HELEN BENJAMIN AND LYLE L. BENJAMIN TO SOIL CONSERVATION DISTRICT RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 419 OF DEEDS AT PAGE 54, STREAM CHANNEL RELEASE.
5. ROBERT L. & DORA H. STOWELL TO SOIL CONSERVATION DISTRICT RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 419 OF DEEDS AT PAGE 56, STREAM CHANNEL RELEASE.
6. MARY E. WETHERBY & ROBERT L. STOWELL TO SOIL CONSERVATION DISTRICT, RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 419 OF DEEDS AT PAGE 57, STREAM CHANNEL RELEASE.
7. GEORGE HANCHETT TO GENESEE VALLEY POWER Co. RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 248 OF DEEDS AT PAGE 388 (FIFTY ON EACH SIDE TO REMOVE DEAD TREES AND TREE BRANCHES WITHIN A DISTANCE OF TEN FEET.
8. EDWARD M. & LOUISE E. JONES TO ROCHESTER GAS & ELECTRIC CORPORATION RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 508 OF DEEDS AT PAGE 60. NO SPECIFIC WIDTH OR PRECISE LOCATION.
9. CLYDE HANCHETT TO ROCHESTER GAS & ELECTRIC CORPORATION RECORDED IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 508 OF DEEDS AT PAGE 58.
10. OIL AND GAS LEASE, RALPH W. KEESLER AND DARLEENE A. KEESLER, HIS WIFE TO UNITED EXPLORATION DATED JUNE 6, 1980, ACK. JUNE 7, 1980, REC. AUGUST 15 1980.

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMITY, COUNTY OF ALLEGANY, STATE OF NEW YORK, BEING A PORTION OF GREAT LOT NO.18, TOWNSHIP NO.3, RANGE NO.2 OF THE ROBERT MORRIS RESERVE AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEYOR'S SET IN THE EASTERLY BOUNDARY OF NEW YORK STATE ROUTE 19, SAID POINT BEING POSITIONED AT THE INTERSECTION OF THE EASTERLY BOUNDARY AND THE DIVISION LINE OF THE LANDS HEREIN DESCRIBED, ON THE SOUTH AND LANDS DESCRIBED IN A DEED FROM CLYDE HANCHETT TO EDWARD HANCHETT, RECORDED IN LIBER 542 OF DEEDS AT PAGE 420, ON THE NORTH;

THENCE S 81°04'41" E AND ALONG THE SAID DIVISION LINE A DISTANCE OF 576.19 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET ON THE WESTERLY EDGE OF AN EXISTING FARM ROAD WHICH EXTENDS IN A NORTHERLY DIRECTION TOWARD THE LANDS OF HANCHETT, SAID POINT BEING THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN A DEED FROM CARL W. AND ELIZABETH ANDREWS TO ROBERT L. AND DORA H. STOWELL, RECORDED IN LIBER 411 OF DEEDS AT PAGE 218, LANDS LATER CONVEYED BY EDWARD HANCHETT TO RALPH W. AND DARLENE A. KEESLER AS EVIDENCED BY A DEED RECORDED IN LIBER 593 OF DEEDS AT PAGE 420;

THENCE S 02°47'59" W AND PASSING THROUGH THE SAID LANDS OF KEESLER A DISTANCE OF 96.02 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET;

THENCE S 26°14'08" W AND CONTINUING THROUGH THE LANDS OF KEESLER A DISTANCE OF 565.43 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET IN THE DIVISION LINE BETWEEN THE LANDS OF KEESLER, ON THE NORTH AND LANDS ONCE REPUTEDLY OWNED BY LYLE AND HELEN BENJAMIN AS EVIDENCED BY A DEED RECORDED IN LIBER 384 OF DEEDS AT PAGE 70, ON THE SOUTH, LANDS NOW REPUTEDLY OWNED BY THEODORE F. AND LANA L. PHILLIPS AS EVIDENCED BY A DEED RECORDED IN LIBER 1232 OF DEEDS AT PAGE 159;

THENCE N 81°51'04" W ALONG THE DIVISION LINE BETWEEN THE LANDS OF KEESLER AND THE SAID LANDS OF BENJAMIN NOW REPUTEDLY PHILLIPS A DISTANCE OF 40.17 FEET TO A 5/8" IRON REBAR WITH SURVEY CAP SET AT THE SOUTHWESTERLY CORNER OF THE ABOVE MENTIONED LANDS DESCRIBED IN A DEED TO STOWELL AND LATER CONVEYED TO KEESLER;

THENCE N 81°51'04" W AND ALONG THE DIVISION LINE BETWEEN THE LANDS HEREIN DESCRIBED, ON THE NORTH AND THE ABOVE MENTIONED LANDS OF BENJAMIN, NOW REPUTEDLY PHILLIPS A DISTANCE OF 45.56 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET ON THE EASTERLY BOUNDS OF N.Y.S. ROUTE NO.19;

THENCE ALONG THE EASTERLY HIGHWAY BOUNDS OF N.Y.S. ROUTE NO.19 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 24°26'18" W A DISTANCE OF 414.81 FEET TO A POINT;

2. N 10°52'03" W A DISTANCE OF 308.17 FEET TO THE POINT AND PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 5.424+/- ACRES

WILLIAM L. COLLINS TO A.L. BLADES & SONS, Inc. BY WARRANTY DEED
DATED MARCH 02, 1960.
ACKNOWLEDGED MARCH 02, 1960.
RECORDED MARCH 02, 1960
LIBER 536 OF DEEDS AT PAGE 1063.

ALL THAT TRACT OR PARCELS OF LAND SITUATE IN THE TOWN OF AMITY, COUNTY OF ALLEGANY, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS: NORTH BY THE LANDS NOW OR FORMERLY OWNED BY CLYDE HANCHETTE; EAST BY THE LANDS NOW OR FORMERLY OWNED EDWARD JONES; SOUTH BY LANDS NOW OR FORMERLY OWNED BY LYLE BENJAMIN; AND ON THE WEST BY THE EAST LINE OF THE NEW YORK STATE HIGHWAY NO. 5341, RUNNING FROM THE LAGOON OF BELMONT TO BELVEDERE; SAID LAND CONSISTING OF THREE AND ONE HALF (3%) ACRES MORE OR LESS, AND BEING ALL OF THE LAND OWNED BY THE SAID GRANTORS HEREIN LYING TO THE EAST OF SAID NEW YORK STATE HIGHWAY NO. 5341 AND ABUTTING SAID HIGHWAY ON THE EAST FROM STATIONS 779+10 TO STATION 786+50.

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMITY, COUNTY OF ALLEGANY, STATE OF NEW YORK, BEING A PORTION OF GREAT LOT NO.18, TOWNSHIP NO.3, RANGE NO.2 OF THE ROBERT MORRIS RESERVE AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEYOR'S SET ON THE EASTERN BOUNDS OF NEW YORK STATE ROUTE NO.19, A POINT BEING POSITIONED AT THE INTERSECTION OF THE SAID EASTERN BOUNDS AND THE DIVISION LINE BETWEEN THE LANDS HEREIN DESCRIBED ON THE SOUTH AND LANDS DESCRIBED IN A DEED FROM CLYDE HANCHETT TO EDWARD HANCHETT, RECORDED IN LIBER 542 OF DEEDS AT PAGE 420, ON THE NORTH;

5/8" IRON REBAR WITH SURVEY CAP SET ON THE WESTERLY EDGE OF AN EXISTING FARM ROAD WHICH EXTENDS IN A NORTHERLY DIRECTION TOWARD THE LANDS OF HANCHETT, SAID POINT BEING THE NORTH-WESTERLY CORNER OF LANDS DESCRIBED IN A DEED FROM CARL W. AND ELIZABETH ANDREWS TO ROBERT L. AND DORA H. STOWELL, RECORDED IN LIBER 411 OF DEEDS AT PAGE 218, LANDS LATER CONVEYED BY EDWARD HANCHETT TO RALPH W. AND DARLENE A. KEESLER AS EVIDENCED BY A DEED RECORDED IN LIBER 593 OF DEEDS AT PAGE 420;

THENCE S 02°47'59" W AND PASSING THROUGH THE SAID LANDS OF KEESLER A DISTANCE OF 96.02 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET;

THENCE S 26°14'08" W AND CONTINUING THROUGH THE LANDS OF KEESLER A DISTANCE OF 565.43 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET IN THE DIVISION LINE BETWEEN THE LANDS OF KEESLER, ON THE NORTH AND LANDS ONCE REPUTEDLY OWNED BY LYLE AND HELEN BENJAMIN AS EVIDENCED BY A DEED RECORDED IN LIBER 384 OF DEEDS AT PAGE 70, ON THE SOUTH, LANDS NOW REPUTEDLY OWNED BY THEODORE F. AND LANA L. PHILLIPS AS EVIDENCED BY A DEED RECORDED IN LIBER 1232 OF DEEDS AT PAGE 159;

THENCE N 81°51'04" W ALONG THE DIVISION LINE BETWEEN THE LANDS OF KEESLER AND THE SAID LANDS OF BENJAMIN, NOW REPUTEDLY PHILLIPS A DISTANCE OF 40.17 FEET TO A 5/8" IRON REBAR WITH SURVEY CAP SET AT THE SOUTHWESTERLY CORNER OF THE ABOVE MENTIONED LANDS DESCRIBED IN A DEED TO STOWELL AND LATER CONVEYED TO KEESLER;

THENCE N 81°51'04" W AND ALONG THE DIVISION LINE BETWEEN THE LANDS HEREIN DESCRIBED, ON THE NORTH AND THE ABOVE MENTIONED LANDS OF BENJAMIN, NOW REPUTEDLY PHILLIPS A DISTANCE OF 45.56 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET ON THE EASTERLY BOUNDS OF N.Y.S. ROUTE NO.19;

THEENCE ALONG THE EASTERLY HIGHWAY BOUNDS OF N.Y.S. ROUTE NO.19 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N 24°26'18" W A DISTANCE OF 414.81 FEET TO A POINT;

2. N 10°52'03" W A DISTANCE OF 308.17 FEET TO THE POINT AND PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 5.424+/- ACRES

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF AMITY, COUNTY OF ALLEGANY, STATE OF NEW YORK, BEING A PORTION OF GREAT LOT NO.18, TOWNSHIP NO.3, RANGE NO.2 OF THE ROBERT MORRIS RESERVE AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET ON THE EASTERLY BOUNDS OF NEW YORK STATE ROUTE NO.19, SAID POINT BEING POSITIONED AT THE INTERSECTION OF THE SAID HIGHWAY BOUNDS AND THE DIVISION LINE BETWEEN THE LANDS HEREIN DESCRIBED, ON THE SOUTH AND LANDS DESCRIBED IN A DEED FROM CLYDE HANCHETT TO EDWARD HANCHETT, RECORDED IN LIBER 542 OF DEEDS AT PAGE 420, ON THE NORTH;

THENCE S 81°04'41" E AND ALONG THE SAID DIVISION LINE A DISTANCE OF 576.19 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET AT THE TRUE POINT AND PLACE OF BEGINNING OF THE LANDS HEREIN DESCRIBED, SAID POINT OF BEGINNING BEING ON THE WESTERLY EDGE OF AN EXISTING FARM ROAD WHICH EXTENDS IN A NORTHERLY DIRECTION TOWARD THE NORTHWEST CORNER OF THE SAID NORTHWESTLY CORNER OF THE LANDS DESCRIBED IN A DEED DATED 1941 AND ELIZABETH AND ANDREW B. ROSE, TRUSTEES OF THE STONELL, RECORDED IN LIBER 411 OF DEEDS AT PAGE 218, LANDS LATER CONVEYED BY EDWARD HANCOCK TO RALPH W. AND DARLENE A. KEESLER AS EVIDENCED BY A DEED RECORDED IN LIBER 593 OF DEEDS AT PAGE 420;

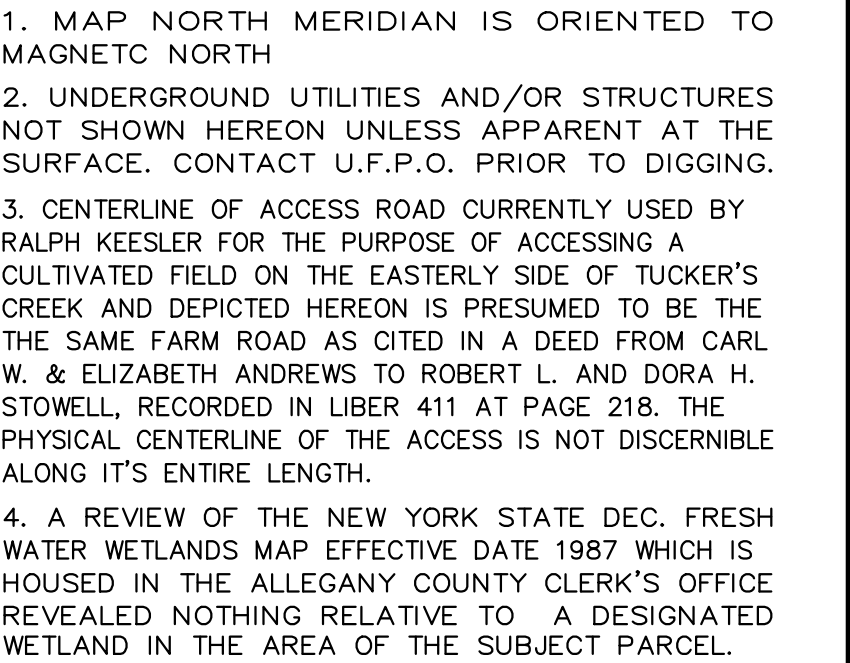
THENCE S 02°47'59" W AND PASSING THROUGH THE SAID LANDS DESCRIBED IN A DEED TO RALPH W. AND DARLENE A. KEESLER A DISTANCE OF 96.02 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET;

THENCE S 26°14'08" W AND CONTINUING THROUGH THE LANDS OF KEESLER A DISTANCE OF 565.43 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET IN THE DIVISION LINE BETWEEN KEESLER, ON THE NORTH AND LANDS ONCE REPUTEDLY OWNED BY LYLE AND HELEN BENJAMIN AS EVIDENCED BY A DEED RECORDED IN LIBER 384 OF DEEDS AT PAGE 70, LANDS REPUTEDLY NOW OWNED BY THEODORE F. AND LANA L. PHILLIPS AS EVIDENCED BY A DEED RECORDED IN LIBER 1232 OF DEEDS AT PAGE 159, ON THE SOUTH;

THENCE N 81°51'04" W AND ALONG THE DIVISION LINE BETWEEN THE LANDS HEREIN DESCRIBED, ON THE NORTH AND THE SAID LANDS OF BENJAMIN, NOW REPUTEDLY PHILLIPS, ON THE SOUTH A DISTANCE OF 40.17 FEET TO A POINT MARKED BY A 5/8" IRON REBAR WITH SURVEY CAP SET AT THE SOUTHWESTERLY CORNER OF THE ABOVE MENTIONED LANDS DESCRIBED IN A DEED FROM HANCHETT TO KEESLER;

THENCE N 26°14'08" E AND ALONG THE WESTERLY LINE OF THE SAID LANDS OF HANCHETT TO KEESLER A DISTANCE OF 665.99 FEET TO THE POINT AND PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 0.540+/- ACRES.



1. CARL W. AND ELIZABETH ANDREWS TO WILL W.
AND RUTH M. BURR BY WARRANTY DEED RECORDED
IN THE ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 429 AT PAGE 430

2. WILLIAM L. COLLINS TO A.L. BLADES & SONS, Inc. BY
WARRANTY DEED RECORDED IN THE ALLEGANY COUNTY CLERK'S
OFFICE IN LIBER 536 AT PAGE 1063. (COVERS 4.885± ACRES)

3. A.L. BLADES & SONS, Inc. TO ALLEGANY BITUMENS
Inc. RECORDED IN THE ALLEGANY COUNTY CLERK'S
OFFICE IN LIBER 537 AT PAGE 1142. (COVERS 4.885± ACRES)

4. ALLEGANY BITUMENS, Inc. TO BELMONT
EQUIPMENT & RENTAL Co., Inc. RECORDED IN
THE ALLEGANY COUNTY CLERK'S OFFICE
IN LIBER 580 AT PAGE 260.

5. EDWARD HANCHETT TO RALPH W. & DARLENE
A. KEESLER BY WARRANTY DEED RECORDED IN THE
ALLEGANY COUNTY CLERK'S OFFICE IN LIBER 593.
OF DEEDS AT PAGE 420.

6. RESTATED CERTIFICATE OF INCORPORATION OF A.L. BLADES AND SONS, INC. FOR THE PURPOSE OF AMONG OTHERS TO CHANGE NAME TO BLADES HOLDING COMPANY, INC.

7. RALPH W. KEESLER AND DARLENE A. KEESLER TO
BLADES HOLDING COMPANY INC. RECORDED IN THE
ALLEGANY COUNTY CLERK'S OFFICE AS INSTRUMENT
No. 2012-57698.

1. ABSTRACT OF TITLE PREPARED BY WEBTITLE AGENCY, SEARCH NUMBER WTA-12-9925-NY. DATED MARCH 21, 2012.

2. ABSTRACT OF TITLE PREPARED BY ALLEGANY
ABSTRACT COMPANY, ABSTRACT No. 1685-AMITY
DATED MAY 07, 2012.

1. SURVEY MAP PREPARED BY N.Y.S. DEPT. OF
PUBLIC WORKS, ENTITLED "FRIENDSHIP-BELMONT
S.H. No.5341" DATED DEC. 1955.
MAP No.8, PARCELS 11 & 12

2. SURVEY MAP PREPARED BY J.B. BALL, L.S. ENTITLED "PLAN OF LANDS TO BE CONVEYED BY: PHILIP C. JOHNSON" DATED MARCH 19, 1986. FILED IN THE ALLEGANY COUNTY CLERK'S OFFICE & INDEXED AS SMALL MAP #35 TOWN OF AMITY

3. SURVEY MAP PREPARED BY B&R SURVEYING, P.L.L.C. ENTITLED "PLAN OF LANDS TO BE CONVEYED BY: ALLEGANY BITUMENS, Inc." DATED FEB. 25, 2005 JOB NUMBER 05-006.

THIS SURVEY MAP IS HEREBY
CERTIFIED TO THE FOLLOWING:

- BLADES HOLDING COMPANY Inc.
HARTER, SECREST & EMERY, LLP
STEWART TITLE INSURANCE COMPANY
THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH
THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRON-
MENTAL CONSERVATION.

HEREBY CERTIFY THAT I AM A NEW YORK STATE
LICENSED LAND SURVEYOR AND THAT THIS PLAN
WAS PREPARED UNDER MY DIRECT SUPERVISION
ON MAY 18, 2012 USING FIELD NOTES FROM AN
INSTRUMENT SURVEY DATED MAY 9, 2012.

SIGNED : _____
BRENT M. ROHRABACHER, L.S. #050102

THIS SURVEY PLAN NOT VALID WITH AN AFFIDAVIT OF NO CHANGE						
SIGNATURE AND SEAL		B&R SURVEYING, P.L.L.C. ROY J. BONHAM, L.S. P.O. BOX 8 WELLSVILLE, NY 14895 BRENT M. ROHRBACHER, L.S. OFFICE: (585) 593-1352 FAX: (585) 593-1466				
ENVIRONMENTAL CONTROL AND EASEMENT MAP SITE No. C902019 PLANE OF LANDS OWNED BY: BLADES HOLDING COMPANY Inc. LOCATED AT No. 5392 STATE ROUTE No. 19 AMITY, NY 14813						
SITUATE IN THE TOWN OF AMITY, COUNTY OF ALLEGANY, STATE OF NEW YORK, AND BEING A PORTION OF GREAT LOT #18, TOWNSHIP #3, RANGE #2 OF THE ROBERT MORRIS RESERVE						
SCALE: 1" = 50'	DWG. BY: J.A.T.	CHK. BY: B.M.R.	TAX PARCEL NO. 171-1-B0 AND PART OF 171-1-59	JOB No. 12-019 REF: 09-067, 05-006		