

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

**THIS INDENTURE** made this 30<sup>th</sup> day of May, 2015, between Owner(s) Norlite, LLC, having an office at 628 Saratoga Street, Cohoes, New York 12047, County of Albany, 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 600 Saratoga Street in the City of Cohoes, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.12 Block 2 Lot 14, being the same as that property conveyed to Grantor by deed dated August 27, 2003 and recorded in the Albany County Clerk's Office in Liber and Page 2746/1003.

**WHEREAS**, Grantor, is the owner of real property located at the address of 628 Saratoga Street in the City of Cohoes, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.12 Block 2 Lot 15, being a portion of the property conveyed to Grantor by deed dated May 1, 1992 and recorded in the Albany County Clerk's Office in Liber and Page 2561/246.

**WHEREAS**, Grantor, is the owner of real property located at the address of 628 Saratoga

Street in the City of Cohoes, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.12 Block 1 Lot 2, being a portion of the property conveyed to Grantor by deed dated May 1, 1992 and recorded in the Albany County Clerk's Office in Liber and Page 2561/246.

**WHEREAS**, Grantor, is the owner of real property located at the address of 51 Kirkner Lane in the Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.4 Block 2 Lot 2, being the same as that property conveyed to Grantor by deed dated August 5, 1981 and recorded in the Albany County Clerk's Office in Liber and Page 2209/825.

**WHEREAS**, Grantor, is the owner of real property located at the address of 211 Boght Road in the Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.4 Block 1 Lot 1.1, being the same as that property conveyed to Grantor by deed dated March 29, 1985 and recorded in the Albany County Clerk's Office in Liber and Page 2280/961.

**WHEREAS**, Grantor, is the owner of real property located at the address of 53 Elm Street in the Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.4 Block 2 Lot 1, being the same as that property conveyed to Grantor by deed dated November 3, 2000 and recorded in the Albany County Clerk's Office in Liber and Page 2674/912.

**WHEREAS**, Grantor, is the owner of real property located at the address of 120 Cohoes Road in the Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.2 Block 1 Lot 10, being the same as that property conveyed to Grantor by deeds dated June 17, 1974 and recorded in the Albany County Clerk's Office in Liber and Page 2082/929; September 1, 1981 and recorded in the Albany County Clerk's Office in Liber and Page 2216/251; January 21, 1983 and recorded in the Albany County Clerk's Office in Liber and Page 2235/319; May 24, 1984 and recorded in the Albany County Clerk's Office in Liber and Page 2261/441; and August 14, 2000 and recorded in the Albany County Clerk's Office in Liber and Page 2664/227;

**WHEREAS**, Grantor, is the owner of real property located at the address of 19 Fielding Lane in the Town of Colonie, County of Albany and State of New York, known and designated on the tax map of the County Clerk of Albany as tax map parcel numbers: Section 20.1 Block 3 Lot 43.1, being the same as that property conveyed to Grantor by deed dated December 1, 2003 and recorded in the Albany County Clerk's Office in Liber and Page 2765/315.

**WHEREAS**, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 239.10 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 24, 2017 and last revised April 16, 2018 prepared by Francis G. McCloskey, L.L.S. of Hershberg & Hershberg Consulting Engineers and Land Surveyors, which will be attached to the Site Management Plan. The Controlled Property description is set forth as Parcel 1, Parcel 2 and Parcel 3 as 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 Order on Consent Index Number: R4-2009-0610-101 and Final Statement of Basis, Corrective Measures Selection dated February 2015, 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 Albany 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: 401041  
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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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**SCHEDULE "A" PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION OF  
LANDS OF NORLITE CORPORATION  
PARCEL 1  
TOWN OF COLONIE & CITY OF COHOES, COUNTY OF ALBANY  
STATE OF NEW YORK**

All that parcel of land situate in the Town of Colonie and City of Cohoes, County of Albany, and State of New York being more particularly bounded and described as follows:

**BEGINNING** at a capped iron rod found in the southerly bounds of Alexander Street at its intersection with the division line between the lands now or formerly of Dylan Kusaywa as described in Liber 3049 at Page 145 to the west and the lands now or formerly of Norlite Corp. as described in Liber 2561 at Page 246 to the east, the herein described parcel; said **POINT OF BEGINNING** being located N.86°22'32"E., a distance of 25.86 feet from the former Erie Canal Blue Line point number 364;

**THENCE** from said **POINT OF BEGINNING** and continuing along the southerly bounds of Alexander Street, N.86°22'32"E., a distance of 23.94 feet to a point;

**THENCE** along the division line between the lands now or formerly of tax map no. 20.08-3-47 to the east and north and the herein described parcel to the west and south the following four (4) courses and distances:

1. S.05°03'47"E., a distance of 220.64 feet to a point of curvature having a radius of 50.00 feet;
2. thence southwesterly along a curve to the left having a radius of 50.00 feet and being subtended by an angle of 21°05'44" and creating an arc length of 18.41 feet to a point;
3. S.16°01'57"W., a distance of 40.00 feet to a point;
4. S.73°58'03"E., a distance of 91.95 feet to Erie Canal Blue Line point number 411;

**THENCE** along the division line between the lands now or formerly of Roman Catholic Diocese Office of Real Property to the east and north and the herein described parcel to the west and south the following eight (8) courses and distances:

1. S.06°21'16"W., a distance of 11.96 feet to a point;
2. S.11°23'52"W., a distance of 78.32 feet to Erie Canal Blue Line point number 413;
3. S.15°50'14"W., a distance of 79.26 feet to Erie Canal Blue Line point number 415;
4. S.17°36'27"W., a distance of 63.57 feet to Erie Canal Blue Line point number 417;
5. S.20°28'47"W., a distance of 264.13 feet to Erie Canal Blue Line point number 419;
6. S.18°26'19"W., a distance of 229.56 feet to Erie Canal Blue Line point number 421;
7. S.14°11'52"W., a distance of 6.49 feet to a point;
8. S.72°59'21"E., a distance of 314.42 feet to a capped iron rod found;

**THENCE** along the division line between the lands now or formerly of Mohawk Fine Papers, Inc. as described in Liber 3062 at Page 866 and the lands now or formerly of Paul R. Benac to the east and the herein described parcel to the west, S.04°09'12"W., a distance of 143.17 feet to a point;

**THENCE** along the division line between the lands now or formerly of Paul R. Benac to the north and the herein described parcel to the south, S.72°59'21"E., a distance of 112.36 feet to a point;

**THENCE** along the division line between the lands now or formerly D&H Railway Company to the east and the herein described parcel to the west, S.09°04'29"W., a distance of 1,990.30 feet to a point;

**THENCE** along the division line between the lands now or formerly of Niagara Mohawk Power Corp. to the south and east and the herein described parcel to the north and west the following eighteen (18) courses and distances:

1. N.76°46'22"W., a distance of 683.20 feet to a point;
2. S.86°13'22"W., a distance of 148.63 feet to Erie Canal Blue Line point number 420;
3. S.10°08'38"W., a distance of 5.94 feet to a point;
4. S.08°00'02"W., a distance of 80.99 feet to Erie Canal Blue Line point number 422;
5. N.82°29'06"W., a distance of 6.60 feet to Erie Canal Blue Line point number 424;
6. S.07°30'54"W., a distance of 66.00 feet to Erie Canal Blue Line point number 426;
7. S.82°29'06"E., a distance of 5.28 feet to Erie Canal Blue Line point number 428;
8. S.07°51'32"W., a distance of 330.01 feet to Erie Canal Blue Line point number 430;
9. S.06°43'49"W., a distance of 192.74 feet to Erie Canal Blue Line point number 432;
10. S.06°46'16"W., a distance of 203.30 feet to Erie Canal Blue Line point number 434;
11. S.11°31'09"W., a distance of 66.16 feet to Erie Canal Blue Line point number 436;
12. S.11°06'06"W., a distance of 200.26 feet to Erie Canal Blue Line point number 438;
13. S.03°56'07"W., a distance of 72.17 feet to Erie Canal Blue Line point number 440;
14. S.04°12'28"W., a distance of 69.06 feet to Erie Canal Blue Line point number 442;
15. S.10°09'52"W., a distance of 65.19 feet to an iron rod found at Erie Canal Blue Line point number 444;
16. S.01°26'39"E., a distance of 51.35 feet to a point;
17. N.87°11'09"W., a distance of 148.85 feet to a point;
18. S.05°50'11"W., a distance of 8.47 feet to a point;

**THENCE** along the division line between the lands now or formerly of Tracy A. Wright as described in Liber 3020 at Page 426 to the south and the herein described parcel to the north, N.83°17'29"W., a distance of 94.29 feet to a point in the easterly bounds of Kirkner Lane;

**THENCE** along the easterly bounds of Kirkner Lane, N.06°42'13"E., a distance of 125.15 feet to a point;

**THENCE** along the northerly bounds of Kirkner Lane and along the division line between the lands now or formerly of Anthony J. & Tina Pafundi to the south and the herein described parcel to the north, N.32°11'49"W., a distance of 249.45 feet to a point;

**THENCE** along the division line between the lands now or formerly of Anthony J. & Tina Pafundi and the lands now or formerly of Mark Myrick & Melissa Phillips as described in Liber 2016 at Page 7830 and the lands now or formerly of Sadak-Ali Shahad & Fatima Sadik-Ali as described in Liber 3098 at Page 209, and lands now or formerly of Lynn Brammer as described in Liber 3033 at Page 288 to the west and the herein described parcel to the east, S.04°28'01"W., a distance of 603.17 feet to a point in the northerly bounds of Kirkner Spur,

**THENCE** along the northerly bounds of Kirkner Spur the following two (2) courses and distances:

1. N.72°39'16"W., a distance of 245.20 feet to a point;
2. N.64°11'49"W., a distance of 17.18 feet to a point;

**THENCE** along the division line between the lands now or formerly of Niagara Mohawk Power Corp. to the west and south and the herein described parcel to the east and north the following three (3) courses and distances:

1. N.02°24'05"E., a distance of 166.12 feet to a point;
2. N.87°17'55"W., a distance of 103.51 feet to a point;
3. N.34°08'02"W., a distance of 3,196.86 feet to an iron rod found;

**THENCE** along the division line between the lands now or formerly of Howansky Revocable Trust & Daniel & Anna Sr. to the north, west and south and the herein described parcel to the south, east and north the following five (5) courses and distances:

1. N.11°08'40"E., a distance of 134.77 feet to a point;
2. N.39°03'39"E., a distance of 186.78 feet to a point;
3. N.54°18'39"E., a distance of 168.30 feet to a point;
4. N.05°56'20"W., a distance of 336.60 feet to an iron rod found;
5. S.84°03'40"W., a distance of 682.87 feet to an iron rod found;

**THENCE** along the division line between the lands now or formerly of Niagara Mohawk Power Corp. to the west and the herein described parcel to the east, N.34°08'02"W., a distance of 324.12 feet to a point;

**THENCE** along the division line between the lands now or formerly of Rupert Smith & Janet R. Allwood-Smith as described in Liber 2977 at Page 701, the lands now or formerly of Robert & Mary Ann Singleton as described in Liber 2881 at Page 1153, and the lands now or formerly of Shri KC Lachander & Asha S.N. Phekoo as described in Liber 2937 at Page 359 to the north and the herein described parcel to the south, N.83°46'46"E., a distance of 1,835.34 feet to a capped iron rod found;

**THENCE** along the division line between the lands now or formerly of Shri KC Lachander & Asha S.N. Phekoo as described in Liber 2937 at Page 359 to the west and the herein described parcel to the east the following two (2) courses and distances:

1. N.10°46'46"E., a distance of 243.54 feet to a point;
2. N.41°45'39"E., a distance of 485.77 feet to a point;

**THENCE** along the division line between the lands now or formerly of Mark D. Peabody & Mary Chris Krawec, the lands now or formerly of Genevieve Krawec tax map No.'s 20.7-3-19, 20.7-3-15 & 20.7-3-44.2, and the lands now or formerly of Mohawk River Trailway-Crescent Branch to the north and the herein described parcel to the south the following eleven (11) courses and distances:

1. S.57°17'12"E., a distance of 304.30 feet to a point;
2. S.53°42'31"E., a distance of 152.80 feet to a point;
3. S.65°57'31"E., a distance of 123.70 feet to a point;
4. S.33°42'31"E., a distance of 40.00 feet to a point;
5. N.41°49'42"E., a distance of 100.00 feet to a point;
6. S.57°55'18"E., a distance of 100.00 feet to a point;

7. S.24°55'18"E., a distance of 131.64 feet to a point;
8. S.73°50'42"E., a distance of 32.72 feet to a point;
9. S.53°26'24"E., a distance of 54.17 feet to a point;
10. S.48°47'13"E., a distance of 65.99 feet to a point;
11. S.63°49'59"E., a distance of 178.72 feet to a point;

**THENCE** along the division line between the lands now or formerly of Walter & Lorraine Bilinski as described in Liber 1835 at Page 471 to the east and the herein described parcel to the west the following three (3) courses and distances:

1. S.02°43'48"W., a distance of 41.84 feet to a point;
2. S.35°28'48"W., a distance of 69.50 feet to a point;
3. S.11°46'12"E., a distance of 88.50 feet to a point;

**THENCE** continuing along the division line between Walter & Lorraine Bilinski as described in Liber 1835 at Page 471 and the lands now or formerly of Schonwetter Ent. Inc. as described in Liber 2468 at Page 275 and the lands now or formerly of Michael J. & Patrice Maksymik as described in Liber 2837 at Page 279 to the east, north and west and the herein described parcel to the west south and east the following nine (9) courses and distances:

1. S.26°31'12"E., a distance of 215.00 feet to a point;
2. S.11°31'12"E., a distance of 88.00 feet to a point;
3. S.52°28'48"W., a distance of 89.50 feet to a point;
4. S.03°01'12"E., a distance of 82.00 feet to a point;
5. S.10°58'48"W., a distance of 71.00 feet to a point;
6. S.11°43'48"W., a distance of 258.00 feet to a point;
7. S.87°31'12"E., a distance of 261.00 feet to a point;
8. N.51°13'48"E., a distance of 415.00 feet to a point;
9. N.20°43'48"E., a distance of 490.00 feet to a point;

**THENCE** along the division line between the lands now or formerly of Charron Vandureb to the north and the herein described parcel to the south, S.74°09'50"E., a distance of 15.27 feet to Erie Canal Blue Line point number 382;

**THENCE** along the division line between the lands now or formerly of Niagara Mohawk Power Corp. to the east north and west the following sixteen (16) courses and distances:

1. S.15°21'19"W., a distance of 234.69 feet to Erie Canal Blue Line point number 384;
2. S.20°42'54"W., a distance of 282.10 feet to Erie Canal Blue Line point number 386;
3. S.16°28'36"W., a distance of 192.14 feet to Erie Canal Blue Line point number 388;
4. S.82°48'28"W., a distance of 80.95 feet to Erie Canal Blue Line point number 390;
5. S.03°14'17"W., a distance of 112.05 feet to Erie Canal Blue Line point number 392;
6. S.12°00'55"W., a distance of 102.67 feet to Erie Canal Blue Line point number 394;
7. S.12°52'32"E., a distance of 67.65 feet to Erie Canal Blue Line point number 396;
8. S.14°11'23"W., a distance of 70.70 feet to Erie Canal Blue Line point number 398;
9. S.16°51'54"W., a distance of 42.24 feet to Erie Canal Blue Line point number 400;
10. S.13.50'05"W., a distance of 112.36 feet to Erie Canal Blue Line point number 402;
11. S.06°14'28"E., a distance of 53.82 feet to Erie Canal Blue Line point number 404;
12. S.73°08'06"E., a distance of 66.90 feet to a point;
13. N.17°28'35"E., a distance of 274.41 feet to a point;
14. N.16°40'15"E., a distance of 495.89 feet to a point;
15. N.17°53'46"E., a distance of 541.99 feet to a point;

16. N.72°48'27"W., a distance of 66.88 feet to a point;

**THENCE** along the division line between lots along Central Avenue to the west and the herein described parcel to the east the following three (3) courses and distances:

1. N.16°55'07"E, a distance of 762.38 feet to a point;
2. N.16°26'30"E., a distance of 62.45 feet to an iron rod found;
3. N.02°48'39"W., a distance of 161.16 feet to the **POINT OF BEGINNING**.

**EXCEPTING FROM** all that parcel of land situate in the Town of Colonie and City of Cohoes, County of Albany, and State of New York being more particularly bounded and described above as follows:

**BEGINNING** at a point known as Erie Canal Blue Line point number 414; said **POINT OF BEGINNING** being further located the following three (3) courses and distances from Erie Canal Blue Line point number 420 as described in the Overall Parcel above as follows:

1. N.10°08'38"E., a distance of 52.50 feet to Erie Canal Blue Line point number 418
2. N.08°52'32"E., a distance of 112.40 feet to Erie Canal Blue Line point number 416;
3. N.04°58'16"E., a distance of 90.30 feet to Erie Canal Blue Line point number 414 and said **POINT OF BEGINNING**;

**THENCE** from said **POINT OF BEGINNING** through the overall parcel as describe above the following five (5) courses and distances:

1. N.14°43'02"E., a distance of 36.62 feet to a point;
2. S.79°04'58"E., a distance of 89.76 feet to a point ;
3. S.10°57'49"W., a distance of 50.00 feet to a point;
4. N.79°04'58"W., a distance of 90.75 feet to a point;
5. N.04°58'32"E., a distance of 13.53 feet to said **POINT OF BEGINNING** being Erie Canal Blue Line point number 414.

**EXCEPTING FROM** all that parcel of land situate in the Town of Colonie and City of Cohoes, County of Albany, and State of New York being more particularly bounded and described above as follows:

**BEGINNING** at a point known as Erie Canal Blue Line point number 410; said **POINT OF BEGINNING** being further located the following five (5) courses and distances from Erie Canal Blue Line point number 420 as described in the Overall Parcel above as follows:

1. N.10°08'38"E., a distance of 52.50 feet to Erie Canal Blue Line point number 418
2. N.08°52'32"E., a distance of 112.40 feet to Erie Canal Blue Line point number 416;
3. N.04°58'16"E., a distance of 90.30 feet to Erie Canal Blue Line point number 414;
4. N.14°43'02"E., a distance of 164.46 feet to Erie Canal Blue Line point number 412;
5. N.10°49'25"E., a distance of 165.29 feet to Erie Canal Blue Line point number 410 and said **POINT OF BEGINNING**;

**THENCE** from said **POINT OF BEGINNING** through the overall parcel as describe above the following five (5) courses and distances:

1. N.14°23'35"W., a distance of 4.73 feet to a point;
2. S.79°08'05"E., a distance of 84.85 feet to a point;
3. S.10°54'55"W., a distance of 40.67 feet to a point;

4. N.79°05'05"W., a distance of 81.93 feet to a point on the Erie Canal Blue Line;
5. N.10°49'25"E", a distance of 45.72 feet to said **POINT OF BEGINNING** being Erie Canal Blue Line point number 410.

**EXCEPTING FROM** all that parcel of land situate in the Town of Colonie and City of Cohoes, County of Albany, and State of New York being more particularly bounded and described above as follows:

**BEGINNING** at a point known as Erie Canal Blue Line point number 406; said **POINT OF BEGINNING** being further located the following seven (7) courses and distances from Erie Canal Blue Line point number 420 as described in the Overall Parcel above as follows:

1. N.10°08'38"E., a distance of 52.50 feet to Erie Canal Blue Line point number 418
2. N.08°52'32"E., a distance of 112.40 feet to Erie Canal Blue Line point number 416;
3. N.04°58'16"E., a distance of 90.30 feet to Erie Canal Blue Line point number 414;
4. N.14°43'02"E., a distance of 164.46 feet to Erie Canal Blue Line point number 412;
5. N.10°49'25"E., a distance of 165.29 feet to Erie Canal Blue Line point number 410;
6. N.14°23'28"W., a distance of 125.61 feet to Erie Canal Blue Line point number 408;
7. N.24°25'16"E., a distance of 163.13 feet to Erie Canal Blue Line point number 406 and said **POINT OF BEGINNING**;

**THENCE** from said **POINT OF BEGINNING** through the overall parcel as described above the following six (6) courses and distances:

1. N51°02'33"E., a distance of 46.92 feet to a point;
2. S.72°35'27"E., a distance of 95.40 feet to a point;
3. S.17°24'33"W., a distance of 39.46 feet to a point;
4. S.15°55'53"W., a distance of 10.53 feet to a point;
5. N.72°35'27"W., a distance of 123.00 feet to a point;
6. N.24°24'03"E., a distance of 11.01 feet to said **POINT OF BEGINNING** being Erie Canal Blue Line point number 406.

Containing 226.39 acres of land more or less.

**SUBJECT TO** all easements, restrictions and rights-of-way of record.

**LEGAL DESCRIPTION OF  
A PORTION OF  
LANDS OF NORLITE CORPORATION  
PARCEL 2  
TOWN OF COLONIE, COUNTY OF ALBANY, STATE OF NEW YORK**

All that parcel of land situate in the Town of Colonie, County of Albany, and State of New York being more particularly bounded and described as follows:

**BEGINNING** at a point in the easterly bounds of Boght Road at its intersection with the division line between the lands now or formerly of Russell J. Kosek as described in Liber 2432 at Page 481 to the north and the lands now or formerly of Norlite Corporation, the herein described parcel, to the south;

**THENCE** from said **POINT OF BEGINNING** along the easterly bounds of Boght Road, S.08°16'46"E., a distance of 150.00 feet to a point;

**THENCE** along the division line between the lands now or formerly of Stephen J. Baran as described in Liber 2666 at Page 870 and the lands now or formerly of Michael J. & Irene Davis as described in Liber 2353 at Page 112 to the south and the herein described parcel to the north, N.84°29'14"E., a distance of 763.97 feet to a point;

**THENCE** along the division line between the lands now or formerly of Michael J. & Irene Davis to the west and the herein described parcel to the east the following three (3) courses and distances:

1. S.05°02'46" E., a distance of 276.48 feet to a point;
2. S.02°42'14"W., a distance of 103.01 feet to a point;
3. S.47°22'46"E., a distance of 399.49 feet to a point;

**THENCE** along the lands now or formerly of The State of New York a.k.a. Alternate Route 7 to the west and the herein described parcel to the east the following three (3) courses and distances:

1. S.70°15'11"E., a distance of 147.26 feet to a point;
2. S.47°52'17"E., a distance of 276.13 feet to a point;
3. S.16°36'35"E., a distance of 50.05 feet to a point;

**THENCE** along the division line between the lands now or formerly of Markedia Macon as described in Liber 2797 at Page 1147, the lands now or formerly of Theresa L. Woods (LE) as described in Liber 2880 at Page 401, and the lands now or formerly of Vito G. Compasi to the south and the herein described parcel to the north, S.80°09'59"E., a distance of 318.25 feet to a point;

**THENCE** along the division line between the lands now or formerly of Niagara Mohawk Power Corp to the northeast and the herein described parcel to the southwest, N.34°08'02"W., a distance of 1,352.15 feet to a point;

**THENCE** along the division line first herein described, S.86°42'14"W., a distance of 1,009.68 feet to the **POINT OF BEGINNING**.

Containing 12.19 acres of land more or less.

**SUBJECT TO** all easements, restrictions and rights-of-way of record.



**LEGAL DESCRIPTION OF  
A PORTION OF  
LANDS OF NORLITE CORPORATION  
PARCEL 3  
TOWN OF COLONIE, COUNTY OF ALBANY, STATE OF NEW YORK**

All that parcel of land situate in the Town of Colonie, County of Albany, and State of New York being more particularly bounded and described as follows:

**BEGINNING** at a point in the westerly bounds of Saratoga Street at its intersection with the division line between the lands now or formerly of Mary Geleta as described in Liber 2006 at Page 316 to the north and the lands now or formerly of Norlite Corporation as described in Liber 2746 at Page 1003, the herein described parcel, to the south;

**THENCE** along the aforementioned division line N.88°44'16"W., a distance of 199.02 feet to a point;

**THENCE** along the division line between the lands now or formerly of D&H Railway Co. to the west and the herein described parcel to the east, S.09°04'29"W., a distance of 130.43 feet to a point;

**THENCE** along the division line between the lands now or formerly of Cohoes Housing Authority to the south and the herein described parcel to the north, N.82°25'01"E., a distance of 214.44 feet to a point in the westerly bounds of Saratoga Street;

**THENCE** along the westerly bounds of Saratoga Street, N.04°09'12"E., a distance of 96.37 feet to the **POINT OF BEGINNING**.

Containing 0.52 acres of land more or less.

**SUBJECT TO** all easements, restrictions and rights-of-way of record.