

AGREEMENT

CLAY

CICERO

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THIS AGREEMENT made this 23RD day of September, 1996, by and between 9274 GROUP, INC., a New York Corporation, with offices at 210 Ellicott Square, Buffalo, New York 14203 ("9274 Group") and JAMES LLOYD, an individual residing at Lower Road, Constantia, NY 13044 (Lloyd) and Jeffrey W. Lloyd as Trustee of Jeffrey W. Lloyd Revocable Trust dated December 15, 1992, Sandridge Trailer Park, Pennellville, NY 13132 (Lloyd)

WHEREAS, Lloyd is the owner of the property described on Schedule A attached hereto and made a part hereof; and

WHEREAS, 9274 Group is the owner of the property described on Schedule B attached hereto and made a part hereof; and

WHEREAS, the parties hereto wish to provide to each other ingress and egress across each other's land for each parties benefit over the easement areas described below:

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) paid by each party hereto to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties hereto hereby agree as follows:

9274 Group grants and releases unto Lloyd, their heirs and assigns, tenants, employees, agents, customers and invitees, a nonexclusive easement and right-of-way for ingress and egress from Centerville Place across that portion of the land of 9274 Group described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of North Syracuse, County of Onondaga and State of New York, being part of Farm Lot 80 in the Town of Cicero, being more particularly described as follows:

Commencing at a point at the intersection of the easterly line of North Main Street with the southerly line of Centerville Place; running thence S 75° 57' 54" E along the southerly line of Centerville Place a distance of 205.0 feet to the principal point or place of beginning; thence S 75° 57' 54" E along the southerly line of Centerville Place a distance of 38.34 feet; thence S 11° 08' 00" W a distance of 166 feet; thence N 78° 52' 54" W a distance of 30 feet more or less to the easterly line of lands conveyed to Vera Lloyd by Deed recorded in the Onondaga County Clerk's Office in Book 2831 of Deeds at Page 301; thence N 05° 56' 42" W along said easterly line of Vera Lloyd, a distance of 23 feet to a point; thence S 78° 52' 54" E a distance of 15 feet to a point; thence N 11° 08' 00" E a distance of 120 feet to a point; thence N 75° 57' 54" W a distance of 25 feet to a point; thence N 11° 08' 00" E a distance of 20 feet more or less to the point or place of beginning.

ONONDAGA COUNTY CLERK'S OFFICE
M. Ann Cappelle
CLERK

SEP 25 3 25 PM '96

Box 302
MAY 29 1996

Lloyd hereby grants and releases onto 9274 Group, its successors and assigns, tenants, employees, agents, customers and invitees, a nonexclusive easement and right-of-way for ingress and egress from North Main Street across that portion of the land of Lloyd described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of Clay and Cicero, Village of North Syracuse, County of Onondaga and State of New York, being part of Farm Lot No. 79 in said Town of Clay and being part of Farm Lot No. 80 in said Town of Cicero bounded and described as follows:

BEGINNING at a point in the easterly line of North Main Street said point being 198.93 feet northeasterly from the intersection of said easterly line of North Main Street with the center line of Church Street said point also being the northwest corner of lands conveyed to Vera Lloyd by deed recorded in the Onondaga County Clerk's Office at Book 2831 of Deeds at page 301; thence S 78° 52' 54" E along the northerly property line of said lands conveyed to Vera Lloyd at Book 2831 of Deeds at Page 301 a distance of 223.30 feet; thence S 05° 56' 42" E along the easterly property line of said lands of Vera Lloyd a distance of 23 feet to a point; thence N 78° 52' 54" W along a line parallel with the northerly line of said lands of Vera Lloyd a distance of approximately 8 feet; thence N 05° 56' 42" W a distance of approximately 13 feet to a point which is distant approximately 10.5 feet from the said northerly line of lands of Vera Lloyd measured at right angles thereto; thence N 78° 52' 54" W along a line parallel with a northerly line of said lands of Vera Lloyd a distance of approximately 215.30 feet to a point in the easterly line of North Main Street; thence N 15° 31' 08" E approximately 10.5 feet to the place or point of beginning.

Lloyd also hereby grants to 9274 Group, its successors and assigns, tenants, employees, agents, contractors, subcontractors and invitees an easement and right-of-way over the above described easement area for the purposes of (1) constructing, reconstructing, repairing and maintaining said easement area and (2) the demolition, construction, reconstruction, repair and maintenance of any improvements now or hereafter existing on the lands of 9274 Group.

9274 Group hereby agrees that it shall, at its own cost and expense, maintain and repair the said easement area granted to it by Lloyd over and across the land of Lloyd.

9274 Group hereby agrees that, upon completion of the construction of improvements upon its land, that it shall repave, with one inch of blacktop, the entire existing parking lot directly behind the existing building on Lloyd's land. 9274 Group undertakes to provide for such blacktopping at its own expense one time only and shall not be responsible for the repair or maintenance of said parking lot after the completion of said blacktopping.

Neither party shall park vehicles in the easement areas nor block or obstruct the easement area.

Each party hereto agrees that they shall, at their own cost and expense, at all times maintain and pay for comprehensive general liability insurance (including coverage for personal injury and property damage) in a combined single limit amount of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, to be increased from time to time to adjust for inflation. Each party hereto agrees to provide the other with a certificate of insurance from a responsible insurer authorized to do business in New York State, which certificate shall name the other party hereto as a named insured and provide for a minimum of thirty (30) days notice of cancellation to said party.

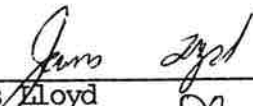
All notices or demands sent in connection with this Agreement shall be in writing and shall be deemed properly given if sent by certified mail, return receipt requested, to the address of the property stated at the beginning of this Agreement or to such other address or addresses as maybe hereafter designated in writing by the respective parties hereto.

The easements and rights-of-way granted herein are to be held by the respective parties hereto, their heirs, successor and assigns, as appurtenant to the land owned by said respective grantees and this Agreement shall not be assigned or transferred except as an appurtenance to said premises.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

9274 GROUP, Inc.

By: _____



James Lloyd



Jeffrey W. Lloyd, Trustee

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

BOOK 4105 PAGE 0147

On this 24th day of September, 1996, before me personally came JAMES LLOYD, to me known to be the individuals described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same.

John M. Hall
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.:

JOHN M. HALL
NOTARY PUBLIC, State of New York
No. 4637267
Qualified in Onondaga County
Commission Expires ~~March 30, 1998~~
April

On this 24th day of September, 1996, Jeffrey W. Lloyd, Trustee of the Jeffrey W. Lloyd Revocable Trust dated December 15, 1992, personally came before me and is known to me to be the individual who executed, and is described in, the foregoing instrument, and he acknowledged to me that he executed the same as such Trustee.

John M. Hall
Notary Public

JOHN M. HALL
NOTARY PUBLIC, State of New York
No. 4637267
Qualified in Onondaga County
Commission Expires ~~March 30, 1998~~
April

9274 GROUP, INC.

By: *Carl P. Paladino*

STATE OF NEW YORK:

: ss.:

COUNTY OF ERIE :

On this 23rd day of September, 1996, before me personally came Carl P. Paladino, who being by me duly sworn, did depose and say that he resides at 282 Potters Road, Buffalo, New York, that he is the President of 9274 Group, Inc., the corporation described in and which executed the above instrument; and that the foregoing instrument was executed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Joe R. Cavan
Notary Public

JOE R. CAVAN
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires August 31, 1998

~~JOE R. CAVAN
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires August 31, 1998~~

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Towns of Clay and Cicero, Village of North Syracuse, County of Onondaga and State of New York, being part of Farm Lot No. 79 in said Town of Clay and being part of Farm Lot No. 80 in said Town of Cicero, bounded and described as follows: Beginning at a point in the easterly line of the Syracuse-Brewerton State Highway at the southwest corner of the premises conveyed by Evelyn M. Irish to Joseph C. Pierce by deed dated December 19, 1949, and recorded in the Onondaga County Clerk's Office on the same day in Book 1421 of Deeds at Page 295&c., which point is also located 138.93 feet northerly of the intersection of the east line of said Syracuse-Brewerton State Highway with the centerline of Church Street as measured along the easterly line of the said Syracuse-Brewerton State Highway; thence North $22^{\circ} 38'$ East along the easterly line of the Highway, a distance of 60.0 feet to a point; thence South $71^{\circ} 59' 30''$ East, a distance of 223.30 feet, more or less, to a point; thence South $13^{\circ} 10' 30''$ West, a distance of 60.03 feet, more or less, to the southerly line of the premises conveyed by Evelyn M. Irish to Joseph C. Pierce by deed dated April 29, 1950, and recorded in the Onondaga County Clerk's on May 8, 1950, in Book 1441 of Deeds at Page 428&c.; thence North $71^{\circ} 59' 30''$ West along the south line of the premises conveyed by Irish to Pierce by the aforementioned deeds, a distance of 233.32 feet to the point and place of beginning.

SCHEDULE B

BOOK 4105 PAGE 0150

-Clay
ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of North Syracuse (Farm Lot 79 and 80 - Cicero), County of Onondaga and State of New York, and being more particularly bounded and described as follows:

BEGINNING at a point in the intersection of the Easterly line of North Main Street with the Southerly line of Centerville Place; running thence S 75° 57' 54" E, along said Southerly line of Centerville Place, 243.34 feet to a point; thence S 11° 08' 00" W, 204.0 feet to a point; thence N 78° 52' 54" W, a distance of 26.30 feet to the Easterly line of lands conveyed to Vera Lloyd by deed recorded in the Onondaga County Clerk's Office in Book 2831 of Deeds at page 301, thence N 05° 56' 42" E, along the Easterly line of said lands conveyed to Lloyd a distance of 60.07 feet; thence N 78° 52' 54" W along the Northerly line of said lands conveyed to Lloyd a distance of 223.30 feet to the Easterly line of North Main Street; thence N 15° 31' 08" E along the Easterly line of North Main Street a distance of 157.01 feet to the point or place of beginning.

Deed, Recorded on the 25 day of September 1996 at 3:25 P M in Book 4105 Page 144 and examined.

*Box 302
map 291*

M. Ann Carpin
COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE