

BARCLAY DAMON ^{LLP}

Joan M. Lamson
Paralegal

February 9, 2018

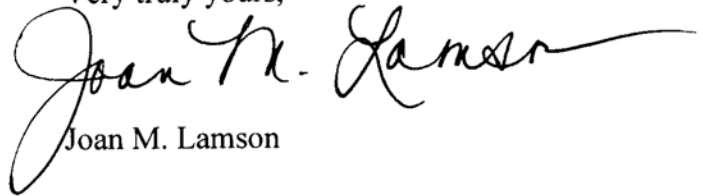
Bradford Burns, Senior Attorney
Office of General Counsel, 14th Floor
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1500

Re: Albion MGP - Environmental Easement
127 East Bank Street, Albion, New York
Owner: Niagara Mohawk Power Corporation d/b/a National Grid

Dear Brad:

Enclosed please find the full copy of the documents that were sent to the Bureau of Remediation on February 1, 2018.

Very truly yours,



Joan M. Lamson

JML
Enclosures

BARCLAY DAMON ^{LLP}

Courtney M. Merriman
Partner

February 1, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Bureau of Remediation
Office of General Counsel, 14th Floor
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1500

Re: Albion MGP – Environmental Easement
Address: 127 East Bank Street, Albion, New York
(Tax map #73.6-3-92)
Owner: Niagara Mohawk Power Corporation d/b/a National Grid
Site No.: 837012

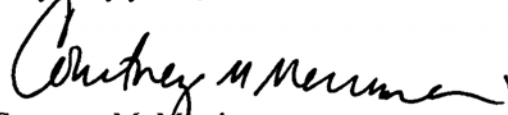
Dear Ladies and Gentlemen:

Enclosed please find the following documentation pertaining to the above-referenced matter:

1. Photocopy of the filing receipt from the Orleans County Clerk for the filing of the Environmental Easement;
2. Proof of mailing of the municipality notification letter to F. Richard Remley, Town Supervisor of the Town of Albion;
3. Proof of mailing of the municipality notification letter to Daniel Strong, Code Enforcer of the Town of Albion.

I trust this satisfies the final requirements related to the Environmental Easement at this location. Should you require any further information, please do not hesitate to contact me.

Very truly yours,


Courtney M. Merriman

CMM:jml
Enclosures

cc: Bradford Burns, Senior Attorney ✓

Barclay Damon Tower – 125 East Jefferson Street – Syracuse, New York 13202 barclaydamon.com
cmerriman@barclaydamon.com Direct: 315.425.2715 Fax: 315.703.7359

-----*

Official Receipt for Recording in:

Orleans County Clerk
3 South Main Street
Courthouse Square
Albion NY 14411

Issued To:

BARCLAY DAMON
125 E JEFFERSON ST
SVRACUSE NY 13202

Recording Fees

Filing Type				Recording Amount
Number	Vol	Page	Time	
-----*				
Easement				
00096894	00856	09753	11:46:52a	85.00
County			66.00	
NYS Comptroller			14.25	
State Education			4.75	
ALB NIMO TO NYS				
DR-NIAGARA MOHAWK POWER CORPORATION				
IN-NEW YORK STATE OF				
-----*				
Coversheet				
00096894			11:46:52a	5.00
County			5.00	
Tax-Transfer				
00096894	00856	09753	11:46:52a	.00
DR-NIAGARA MOHAWK POWER CORPORATION				
IN-NEW YORK STATE OF				
TP584 Affidavit				
00096894			11:46:52a	5.00
County			5.00	
Certificate				
			11:48:50a	4.00
County			4.00	
				99.00

Collected Amounts

Payment Type		Amount
-----*		-----*
Check	1116668	99.00
		99.00

Total Received :	99.00
Less Total Recordings:	99.00
Change Due :	.00

Thank You
KAREN LAKE-MAYNARD - County Clerk

By - Valerie Niederhofer

Receipt# Date Time
0284492 01/10/2018 11:48a

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	RE: ALBION
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Sent To **F. Richard Remley, Town Supervisor**
Town of Albion
Street, Apt. No., **3665 Clarendon Road**
or PO Box No.
City, State, ZIP+4 **Albion, NY 14411**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

F RICHARD REMLEY
TOWN SUPERVISOR
TOWN OF ALBION
3665 CLARENDON ROAD
ALBION NY 14411



9590 9402 2113 6132 5463 98

2. Article Number (Transfer from services label)

7014 0510 0001 0187 1527

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Signature* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

X *Signature* ☐ Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

January 24, 2018

VIA CERTIFIED MAIL

F. Richard Remley
Town Supervisor
Town of Albion
3665 Clarendon Road
Albion, NY 14411

Re: Albion MGP - Environmental Easement
Address: 127 East Bank Street, Albion, New York (tax map #73.6-3-92)
Owner: Niagara Mohawk Power Corporation d/b/a National Grid
Site No.: 837012

Dear Supervisor Remley:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on December 18, 2017,
by Niagara Mohawk Power Corporation d/b/a National Grid
for property at 127 East Bank Street, Albion, New York
Tax Map No. 73.6-3-92
DEC Site No: 837012

This Environmental Easement restricts future use of the above-referenced property to restricted commercial and industrial use. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

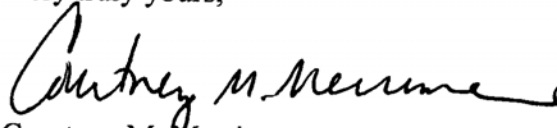
-
1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,


Courtney M. Merriman

CMM/jml
Attachment

cc: Daniel Strong, Code Enforcer (w/attachment)

Orleans County
Karen Lake-Maynard County Clerk
3 South Main Street Courthouse Square
Albion NY 14411

Volm-856 Pg-9753

Instrument Number: 2018- 00096894

Recorded On: January 10, 2018
As
Easement

Parties: NIAGARA MOHAWK POWER CORPORATION
To
NEW YORK STATE OF

Recorded By: BARCLAY DAMON

Comment: NIMO TO NYS

Billable Pages: 9

Num Of Pages: 10

**** Examined and Charged as Follows: ****

Easement	85.00	Coversheet	5.00	TP584 Affidavit	5.00
Recording Charge:	95.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	588	Basic	0.00
ALBION				Local	0.00
				Additional	0.00
Tax Charge:	0.00			Special Additional	0.00
				Transfer	0.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Orleans County,

File Information:

Document Number: 2018- 00096894
Receipt Number: 284492
Recorded Date/Time: January 10, 2018 11:46:52A
Book-Vol/Pg: Bk-D VI-856 Pg-9753
Cashier / Station: V Niederhofer / CASH01

Record and Return To:

BARCLAY DAMON LLP
BARCLAY DAMON TOWER
125 E JEFFERSON ST
SYRACUSE NY 13202

Liber: 856 PG: 9753
Jan 10, 2018 11:46A
INST #: 00096894
ORLEANS COUNTY CLERK
Karen Lake-Maynard



Karen Lake-Maynard
Karen Lake-Maynard
Orleans County Clerk

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

THIS INDENTURE made this 18th day of December, 2012, between Owner(s) Niagara Mohawk Power Corporation, having an office at 300 Erie West Boulevard, Syracuse, New York 13202, County of Onondaga, 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 127 East Bank Street in the Town of Albion, County of Orleans and State of New York, known and designated on the tax map of the County Clerk of Orleans as tax map parcel numbers: Section 73.6 Block 3 Lot 92, being the same as that property conveyed to Grantor by deeds dated September 11, 1909, April 30, 1912 and April 6, 1932 and recorded in the Orleans County Clerk's Office in Liber and Page 139/564, 145/517 and 183/403, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.43 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 8, 1991 and last revised April 20, 2016 prepared by Eugene S. Kim, LLS of S.Y. Kim Land Surveyor, P.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

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: D0-0001-9210, 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 as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and 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 Orleans 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 or Restricted Residential purposes as defined in 6NYCRR 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, 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: 837012
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.

Remainder of Page Intentionally Left Blank

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

Niagara Mohawk Power Corporation:

By: Charles Willard

Print Name: Charles Willard

Title: Authorized Rep Date: 11/20/2017

Grantor's Acknowledgment

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

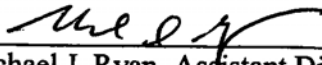
On the 20th day of NOVEMBER in the year 20 17, before me, the undersigned, personally appeared Charles Willard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name is (~~are~~) subscribed to the within instrument and acknowledged to me that 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.

Gayl Fransen
Notary Public - State of New York

4
GAYL LYNN FRANSSEN
Notary Public, State of New York
No. 01FR6220451
Qualified in Onondaga County
Commission Expires Apr. 12, 20 18

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:


Michael J. Ryan, Assistant Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of December, in the year 2017 ^{JK}, before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT DESCRIPTION:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF ALBION, COUNTY OF ORLEANS AND STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF EAST BANK ST. WHERE THE SAME INTERSECTS THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF GREGORY M. DUGAN CONVEYED BY A DEED RECORDED IN THE ORLEANS COUNTY CLERK'S OFFICE IN BOOK 833 OF DEEDS AT PAGE 951, SAID POINT OF BEGINNING ALSO BEING LOCATED 120'± MEASURED WESTERLY FROM THE NORTHERLY LINE OF SAID EAST BANK STREET FROM ITS INTERSECTION WITH THE WESTERLY LINE OF INGERSOLL STREET; RUNNING FROM THENCE ALONG THE NORTHERLY LINE OF EAST BANK STREET NORTH 86° 32' 35" WEST, 47.92 FEET TO A POINT IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF LORA LAINE; THENCE ALONG THE LANDS OF SAID LORA LAINE THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- 1) NORTH 02° 52' 00" EAST, 80.00 FEET TO A POINT;
- 2) NORTH 86° 32' 35" WEST, 66.80 FEET TO A POINT;
- 3) NORTH 02° 52' 00" EAST, 70.00 FEET TO A POINT IN THE SOUTHERLY LINE OF AN ALLEY WAY LEADING FROM PLATT STREET; THENCE ALONG THE SAME, SOUTH 86° 32' 35" EAST, 27.50 FEET TO A POINT IN THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY TERMINUS THEREOF, NORTH 03° 11' 25" EAST, 16.00 FEET TO A POINT IN THE NORTHEAST CORNER THEREOF; THENCE ALONG THE NORTHERLY LINE OF THE SAME NORTH 86° 32' 35" WEST, 85.33 FEET TO A POINT IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THE VILLAGE OF ALBION; THENCE ALONG THE SAME NORTH 03° 11' 25" EAST, 38.49 FEET TO A POINT IN THE SOUTHERLY LINE OF THE N.Y.S. BARGE CANAL BOUNDARY LINE; THENCE ALONG THE SAME THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- 1) SOUTH 77° 00' 00" EAST, 17.96 FEET TO A POINT;
- 2) NORTH 80° 24' 00" EAST, 36.90 FEET TO A POINT;
- 3) SOUTH 73° 05' 00" EAST, 121.77 FEET TO A POINT;

THENCE SOUTH 02° 52' 00" WEST, 181.51 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 18,832 SQ. FT. OR 0.43 ACRES BE THE SAME MORE OR LESS.

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$	RE: ALBION
Certified Fee	Postmark Here
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Sent to **Daniel Strong, Code Enforcer**
Code Enforcement
 Street Apt No.: **Town of Albion**
 or PO Box No. **3665 Clarendon Road**
 City, State, ZIP+4 **Albion, NY 14411**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
DANIEL STRONG, CODE ENFORCER
CODE ENFORCEMENT
TOWN OF ALBION
3665 CLARENDON ROAD
ALBION NY 14411

9590 9402 2113 6132 5464 04

2. Article Number (Transfer from service label)

7014 0510 0001 0187 1534

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

Signature
X Daniel Strong

☐ Agent
☐ Addressee

B. Received by (Printed Name) **C. Date of Delivery**

X Sent by Registered Mail

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature
☐ Signature Restricted

Domestic

BARCLAY DAMON ^{LLP}

Courtney M. Merriman
Partner

January 24, 2018

VIA CERTIFIED MAIL

F. Richard Remley
Town Supervisor
Town of Albion
3665 Clarendon Road
Albion, NY 14411

Re: Albion MGP - Environmental Easement
Address: 127 East Bank Street, Albion, New York (tax map #73.6-3-92)
Owner: Niagara Mohawk Power Corporation d/b/a National Grid
Site No.: 837012

Dear Supervisor Remley:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on December 18, 2017,
by Niagara Mohawk Power Corporation d/b/a National Grid
for property at 127 East Bank Street, Albion, New York
Tax Map No. 73.6-3-92
DEC Site No: 837012

This Environmental Easement restricts future use of the above-referenced property to restricted commercial and industrial use. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

-
1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Courtney M. Merriman

CMM/jml
Attachment

cc: Daniel Strong, Code Enforcer (w/attachment) ✓

Orleans County
Karen Lake-Maynard County Clerk
3 South Main Street Courthouse Square
Albion NY 14411

Volm-856 Pg-9753

Instrument Number: 2018- 00096894

Recorded On: January 10, 2018

As
Easement

Parties: NIAGARA MOHAWK POWER CORPORATION
To
NEW YORK STATE OF

Recorded By: BARCLAY DAMON

Comment: NIMO TO NYS

Billable Pages: 9

Num Of Pages: 10

**** Examined and Charged as Follows: ****

Easement	85.00	Coversheet	5.00	TP584 Affidavit	5.00
Recording Charge:	95.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	588	Basic	0.00
ALBION				Local	0.00
				Additional	0.00
Tax Charge:	0.00			Special Additional	0.00
				Transfer	0.00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Orleans County,

File Information:

Document Number: 2018- 00096894
Receipt Number: 284492
Recorded Date/Time: January 10, 2018 11:46:52A
Book-Vol/Pg: Bk-D VI-856 Pg-9753
Cashier / Station: V Niederhofer / CASH01

Record and Return To:

BARCLAY DAMON LLP
BARCLAY DAMON TOWER
125 E JEFFERSON ST
SYRACUSE NY 13202

Liber: 856 PG: 9753
Jan 10, 2018 11:46A
INST #: 00096894
ORLEANS COUNTY CLERK
Karen Lake-Maynard



Karen Lake-Maynard
Karen Lake-Maynard
Orleans County Clerk

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

THIS INDENTURE made this 18th day of December, 2012, between Owner(s) Niagara Mohawk Power Corporation, having an office at 300 Erie West Boulevard, Syracuse, New York 13202, County of Onondaga, 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 127 East Bank Street in the Town of Albion, County of Orleans and State of New York, known and designated on the tax map of the County Clerk of Orleans as tax map parcel numbers: Section 73.6 Block 3 Lot 92, being the same as that property conveyed to Grantor by deeds dated September 11, 1909, April 30, 1912 and April 6, 1932 and recorded in the Orleans County Clerk's Office in Liber and Page 139/564, 145/517 and 183/403, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.43 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 8, 1991 and last revised April 20, 2016 prepared by Eugene S. Kim, LLS of S.Y. Kim Land Surveyor, P.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

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: D0-0001-9210, 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 as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and 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 Orleans 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 or Restricted Residential purposes as defined in 6NYCRR 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, 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: 837012
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

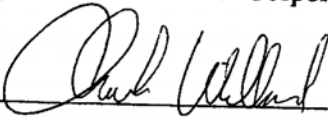
communicating notices and responses to requests for approval.

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.

Remainder of Page Intentionally Left Blank

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

Niagara Mohawk Power Corporation:

By: 

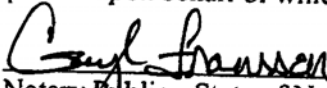
Print Name: Charles Willard

Title: Authorized Rep Date: 11/20/2017

Grantor's Acknowledgment

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

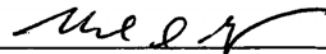
On the 20th day of NOVEMBER in the year 20 17, before me, the undersigned, personally appeared Charles Willard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name is (~~are~~) subscribed to the within instrument and acknowledged to me that 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

4
GAYL LYNN FRANSSEN
Notary Public, State of New York
No. 01FR6220451
Qualified in Onondaga County
Commission Expires Apr. 12, 20 18

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,

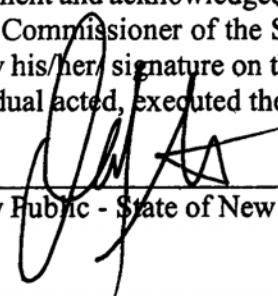
By:


Michael J. Ryan, Assistant Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 18th day of December, in the year 2017 ^{JK}, before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT DESCRIPTION:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF ALBION, COUNTY OF ORLEANS AND STATE OF NEW YORK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF EAST BANK ST. WHERE THE SAME INTERSECTS THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF GREGORY M. DUGAN CONVEYED BY A DEED RECORDED IN THE ORLEANS COUNTY CLERK'S OFFICE IN BOOK 833 OF DEEDS AT PAGE 951, SAID POINT OF BEGINNING ALSO BEING LOCATED 120± MEASURED WESTERLY FROM THE NORTHERLY LINE OF SAID EAST BANK STREET FROM ITS INTERSECTION WITH THE WESTERLY LINE OF INGERSOLL STREET; RUNNING FROM THENCE ALONG THE NORTHERLY LINE OF EAST BANK STREET

NORTH 86° 32' 35" WEST, 47.92 FEET TO A POINT IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF LORA LAINE; THENCE ALONG THE LANDS OF SAID LORA LAINE THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- 1) NORTH 02° 52' 00" EAST, 80.00 FEET TO A POINT;
- 2) NORTH 86° 32' 35" WEST, 66.80 FEET TO A POINT;
- 3) NORTH 02° 52' 00" EAST, 70.00 FEET TO A POINT IN THE SOUTHERLY LINE OF AN ALLEY WAY LEADING FROM PLATT STREET; THENCE ALONG THE SAME, SOUTH 86° 32' 35" EAST, 27.50 FEET TO A POINT IN THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY TERMINUS THEREOF, NORTH 03° 11' 25" EAST, 16.00 FEET TO A POINT IN THE NORTHEAST CORNER THEREOF; THENCE ALONG THE NORTHERLY LINE OF THE SAME NORTH 86° 32' 35" WEST, 85.33 FEET TO A POINT IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF THE VILLAGE OF ALBION; THENCE ALONG THE SAME NORTH 03° 11' 25" EAST, 38.49 FEET TO A POINT IN THE SOUTHERLY LINE OF THE N.Y.S. BARGE CANAL BOUNDARY LINE; THENCE ALONG THE SAME THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- 1) SOUTH 77° 00' 00" EAST, 17.96 FEET TO A POINT;
- 2) NORTH 80° 24' 00" EAST, 36.90 FEET TO A POINT;
- 3) SOUTH 73° 05' 00" EAST, 121.77 FEET TO A POINT;

THENCE SOUTH 02° 52' 00" WEST, 181.51 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 18,832 SQ. FT. OR 0.43 ACRES BE THE SAME MORE OR LESS.