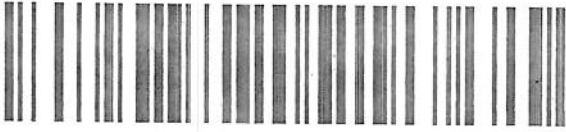


ALLEGANY COUNTY - STATE OF NEW YORK
ROBERT L. CHRISTMAN COUNTY CLERK
7 COURT STREET, BELMONT, NEW YORK 14813

COPY

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



ENDORSED

INSTRUMENT #: 2014-72091

Receipt#: 2014135130
Clerk: JL
Rec Date: 10/08/2014 03:23:59 PM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 13
Rec'd Frm: CHICAGO TITLE INSURANCE CO

Party1: NIAGARA MOHAWK POWER CORP
Party2: ATLANTIC RICHFIELD CO
Town: WELLSVILLE

Recording:

Cover Page	20.00
Recording Fee	41.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 86.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 86.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 444

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

CHICAGO TITLE INSURANCE CO
BARBARA BAILEY
80 STATE ST
ALBANY NY 12207

Robert L. Christman
Allegany County Clerk

I hereby certify that the within and foregoing was recorded in the Allegany County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Environmental Protection Easement and Declaration of Restrictive Covenants is made this 3rd day of October, 2014, by and between Niagara Mohawk Power Corporation ("Grantor"), having an address of 144 Kensington Avenue, Buffalo, NY 14214, and Atlantic Richfield Company, a Delaware Corporation, ("Grantee") having an address of 501 Westlake Park Blvd., Houston, TX 77079.

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in the County of Allegany, State of New York, more particularly described on **Exhibit A** and depicted on **Exhibit C**, both of which attached hereto and made a part hereof together with any buildings and improvements thereon and appurtenances thereto (the "Property"); and

WHEREAS, the Property is part of the Sinclair Refinery Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on September 8, 1983; and

WHEREAS, in Records of Decisions for Operable Unit One and Operable Unit Two dated September 30, 1985 and September 30, 1991 (the "OU1 and OU2 RODs"), the Regional Administrator of EPA Region 2 selected, and the New York State Department of Environmental Conservation ("NYSDEC") concurred with "response actions" for the Site, which response actions included in pertinent part, partial channelization of the Genesee River to protect the landfill from erosion and flooding, excavation of contaminated surface soils at the refinery portion of the Site and consolidation into the Central Elevated Landfill Area ("CELA"); pumping and treatment of the groundwater; long-term surface water, groundwater, and soil gas monitoring to track any potential contaminant migration from the subsurface soils; and recommendation of local zoning ordinances to address future construction at the Site which would alter Site use or open exposure pathways; and

WHEREAS, in an Explanation of Significant Differences dated August 19, 2009 (the "ESD"), EPA Region 2 outlined significant differences to the OU 2 ROD, as follows

- (i) the installation and operation of a groundwater collection trench to intercept the impacted groundwater from the aquifer and prevent the migration of contaminants into the Genesee River;
- (ii) the conveyance of groundwater in the intercept trench by pumps to a constructed wetland at the southern end of the Site where the contamination is treated by natural processes;

- (iii) the removal and disposal of light non-aqueous phase liquid ("LNAPL") source areas in the Genesee River, sediments and river bank adjacent to the Site;
- (iv) excavation of arsenic contaminated soil and LNAPL source areas in the main drainage swale at the Site;
- (v) the placement of environmental easements/restrictive covenants on all properties comprising the Site to prevent certain activities and uses at the Property and/or portions of the Property unless such activities are consistent with a "Site Management Plan" to be developed for the Site, and
- (vi) operations and maintenance activities.

WHEREAS, Grantee is implementing the aforesaid response actions pursuant to Administrative Order Numbers II-CERCLA-20209 and II-CERCLA-20216 (collectively, and as such Administrative Orders may be amended, the "Administrative Orders"); and

WHEREAS, response actions at the Property have included soil and groundwater assessment and remediation activities and the installation of piping on a portion of the Property; and

WHEREAS, the parties hereto have agreed that Grantor shall a) grant a permanent easement and covenant to provide a right of access over the Property to the Grantee for purposes of implementing, operating, monitoring and maintaining the response actions as required by the Administrative Orders; and b) impose on the Property use restrictions that will run with the land for the purpose of protecting human health or the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site.

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors and assigns in consideration of the performance of the response actions on the Property pursuant to the Administrative Orders and ten dollars and other good and valuable consideration, does hereby give, grant, covenant and declare in favor of the Grantee that the Property shall be subject to the restrictions on use and non-exclusive rights of access set forth below, and does give, grant and convey to the Grantee with general warranties of title the perpetual right to enforce said restrictions and rights, which shall be of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose: It is the purpose of this instrument to convey to the Grantee as respondent under the Administrative Orders certain non-exclusive real property rights, which shall run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants; provided that nothing in this instrument shall be construed to create any new or additional obligations on the part of Grantee beyond those set forth herein.

3. Restrictions on use: Coincident with Grantor's right to now and hereafter to occupy and use the Property, and to operate, maintain, repair, replace, modify, upgrade, and/or construct utility facilities, the following restrictions on use apply to the use of the Property, run with the land and are binding on the Grantor:

(a) Grantor shall not engage in any activity or use that would interfere with, or would be reasonably likely to interfere with, the monitoring, operation, or maintenance of the remedy implemented pursuant to the OUI and OU 2 RODs, the ESD, and the Administrative Orders on the Property; and

(b) Grantor shall not extract, pump, consume, expose, excavate or otherwise use groundwater, including but not limited to the installation of groundwater wells or the use of groundwater for potable or other uses, except for such groundwater testing, monitoring, sampling and/or other corrective actions (including the installation of monitoring or remedial wells) required or approved by EPA, and any Governmental entity with jurisdiction over such matters. No groundwater well shall be installed on the Property without the prior written consent of EPA; and

(c) Grantor shall not disturb, drill through, remove, excavate or otherwise interfere with surface soils and subsurface soils, except as provided by and in compliance with the Excavation Work Plan component of the Site Management Plan, where applicable, or as otherwise approved in writing by EPA; and

(d) Grantor shall not develop, plan, rezone or in any way use the Property for residential purposes (including single or multi-family dwellings or rental units) or for the purposes of operating a child care or elder care facility, a nursing home facility or hospice, hotel or motel, a medical or dental facility, a church, an elementary or high school, entertainment or recreational facility, or a hospital; and

(e) Grantor shall not engage in construction of an enclosed building that does not employ "slab on grade" building construction with a vapor barrier and vapor mitigation system and is not otherwise in compliance with the Excavation Work Plan, and, where applicable, any other components of the Site Management Plan. Such vapor barrier, which must be approved by EPA, must be sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the Property.

4. Notice: Should Grantor seek to perform, suffer, allow or cause any person to perform any of the activities or uses in, over, or under the Property enumerated in Paragraph 3 herein that require EPA's approval and/or consent, Grantor shall, at least sixty (60) days prior to Grantor's intention to perform, suffer, allow or cause the same, provide notice of its plans to EPA and Grantee. The foregoing notice requirement shall not apply during an emergency situation, including without limitation during severe weather events that threaten Grantor's ability to provide electric power to its customers and requires Grantor to immediately engage in one of the activities or uses in, over, or under the Property enumerated in Paragraph 3. In those limited circumstances, Grantor shall as soon as possible, provide EPA and Grantee notice, along with a description of the activities undertaken.

5. Modification or termination of restrictions: The restrictions on use specified in Paragraph 3 of this instrument may only be modified, or terminated in whole or in part, in writing which writing will be in recordable form, signed by both Grantor, and Grantee with the prior written consent of EPA, provided, however, that any modification or termination of said restrictions shall not adversely affect the remedy selected by EPA for the Site.

6. Right of access: A right of access to the Property at all reasonable times is hereby granted to the Grantee and shall run with the land and be binding on Grantor for the following purposes:

(a) Monitoring, operation, or maintenance of the remedy implemented pursuant to the OUI and OU 2 RODs, the ESD, and the Administrative Orders; and

(b)

Verifying any data or information relating to the Site;

(c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;

Conducting investigations under CERCLA relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils; and

(d) Implementing additional or new response actions under CERCLA.

7. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights, covenants and easements granted herein.

8. Federal authority: Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

9. No public access and use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

10. Public notice: Grantor agrees to include in each instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, easements and mortgages, a notice which is in substantially the following form:

NOTICE:THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 2014, RECORDED IN THE [insertname of records office] ON _____, 2014,IN BOOK _____, PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, ATLANTIC RICHFIELD COMPANY AND BY THE UNITED STATES OF AMERICA AND THE STATE OF NEW YORK AS THIRD PARTY BENEFICIARIES.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor agrees to provide Grantee and EPA with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

11. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Any forbearance, delay or omission to exercise Grantee's rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any of the rights of the Grantee under this instrument.

12. Damages: Grantee shall also be entitled to recover damages for breach of any covenant or violation of the terms of this instrument including any impairment to the remedial action that increases the cost of the selected response action for the Site as a result of such breach or violation.

Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Covenants: Grantor hereby covenants to and with the Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances other than those listed in **Exhibit B** ("Permitted Encumbrances") and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

15. Notices: Any notice, demand, request, consent, approval, or communication under this instrument that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Niagara Mohawk Power Corporation
144 Kensington Avenue
Buffalo, NY 14214

To Grantee:

Atlantic Richfield Company
501 Westlake Park Blvd.
Houston, TX 77079

With a copy to:

Atlantic Richfield Company
c/o BP Legal Department- HSSE
Mail Code 200-1 W.
150 W. Warrenville Road
Naperville, IL 60563

A copy of each such communication shall also be sent to the following:

To EPA:
U.S. Environmental Protection Agency
Region 2
Emergency and Remedial Response Division
Western
New York Remediation Branch
Attention Sinclair Refinery Superfund Site
Remedial Project Manager
290 Broadway
20th Floor
New York, NY 10007-1866

To NYSDEC:
New York State Department of Environmental
Conservation
Department of Environmental Enforcement
Office of the General Counsel
625 Broadway
Albany, NY 12233-5500

U.S. Environmental Protection Agency,
Region 2
Office of Regional Counsel
Attention Sinclair Refinery Superfund Site
Attorney
290 Broadway
17th Floor
New York, NY 10007-1866

New York State Department of Environmental
Conservation
Department of Environmental Remediation
Attention: Hazardous Waste Remediation
Engineer
Region 9
270 Michigan Avenue
Buffalo, NY 14203-2915

16. General provisions:

(a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.

(b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein provided that nothing in this instrument shall be deemed to alter or modify the OUI and OU 2 RODs, the ESD, and the Administrative Orders.

(e) No forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) 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.

(g) Successors: The covenants, easements, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors and assigns.

(h) Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts: The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

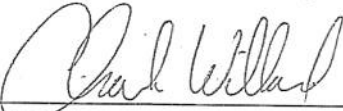

(j) Third-Party Beneficiary: Grantor and Grantee hereby agree that the United States, through EPA, and NYSDEC shall be, on behalf of the public, third-party beneficiaries of the benefits, rights, and privileges conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA or NYSDEC.

TO HAVE AND TO HOLD unto the Grantee and its assigns forever.

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

Executed this 14th day of August, 2014.

Niagara Mohawk Power Corporation

By:  

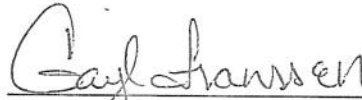
Its: Director, Environmental

State of New York)

ss.

County of Onondaga)

On the 14th day of August in the year 2014 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~~(s)~~ 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

Seal

GAYL LINN FRANSSEN
Notary Public, State of New York
No. 01FR6220451
Qualified in Onondaga County
Commission Expires Apr. 12, 2018

Recorded by / Return to:

Chicago Title Insurance Company
80 State Street
Albany, New York 12207

This instrument is accepted this 3 day of October, 2014.

Atlantic Richfield Company

By: Mr. G. Littrell
Its: US Refry Strategy Manager

State of Illinois

ss:

County of DuPage

On the 3rd day of October, in the year 2014 before me, the undersigned, personally appeared Mr. G. Littrell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Seal



[Signature]
Notary Public

State of New York } ss.

County of Allegany

I, Robert L. Christman, Clerk of the County of Allegany, and also Clerk of the County and Supreme Courts for the said County, the same being Courts of Record, having a common Seal, do hereby certify that I have compared the foregoing copy of Easement, RE: Niagara Mohawk Power Corporation and Atlantic Richfield Company

with the original thereof on Record in this office and that it is a correct transcript therefrom, and of the whole of such original.

WITNESS my hand and the seal of said County at Belmont, this 8th day of October, A.D., 20 14

Robert L. Christman

Clerk of Allegany County

By Linda K Healy
Deputy Clerk

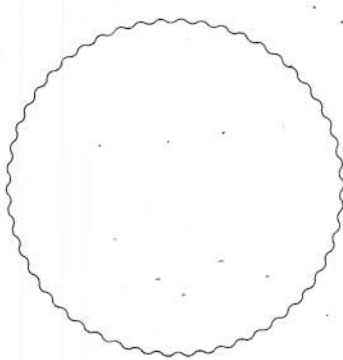


EXHIBIT A
LEGAL DESCRIPTION

Tax Parcel Numbers:

1. 239.00-2-60

(Note: include legal description.)

All that tract or parcel of land, situate in the Town of Wellsville, County of Allegany and State of New York, being part of Lot 18, Township 2, Range 1 of the Morris Reserve described as follows:

Being a strip of land 100 feet in width, lying 50 feet on each side of the center line of the Niagara Mohawk Power Corporation Right of Way, said center line being more particularly described as follows:

Beginning at the point of intersection of the aforesaid center line with the center line of South Brooklyn Avenue, said point being 344.94 feet southerly measured in a straight line from the northwest corner of land conveyed to Otis Eastern Service, Inc. by deed dated July 8, 1959, recorded in the Allegany County Clerk's Office in Liber 534 of Deeds at page 160; thence south $74^{\circ} 01' 23''$ east through the land of said Otis Eastern Service, Inc. 1120 feet, more or less, to the Genesee River.

Excepting all that tract or parcel of land of the Wellsville-Addison and Galetton Railroad.

Containing 2.456 acres of land, more or less. All bearings refer to geodetic north.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Any facts that would be disclosed by an accurate survey or inspection of the land.
2. No title is insured to any land lying in the bed of the Genesee River, its arms, branches, tributaries or lying now or formerly below the present or former high water mark.
3. Public rights and private rights of others than the insured in and to the bed and waters of Genesee River including any regulatory statutes affecting the same.
4. Rights, easements and encroachments, if any, for utility poles, wires, lines, guy wires, pipes, drains, and similar installations, together with such rights as may exist to operate, maintain and repair same.
5. Easements reserved in deed recorded October 19, 1959 in Liber 534 page 160.
6. Restriction in deed recorded October 25, 1963 in Liber 552 page 896.
7. Notice of Appropriation of easement recorded March 13, 1973 in Liber 610 page 140.
8. Notice of Appropriation of easements recorded July 9, 1976 in Liber 691 page 190.
9. Crossing rights and mineral rights reserved in deed recorded August 28, 1978 in Liber 741 page 96.
10. Easement to Atlantic Richfield Company recorded May 15, 1991 in Liber 1016 page 204.
11. Easement Agreement between Niagara Mohawk Power Corporation and Atlantic Richfield Company recorded February 15, 2008 in Liber 1716 page 143.
12. Supplemental Indenture from Niagara Mohawk Power Corporation to HSBC Bank USA, as Trustee, dated May 1, 2004 and recorded July 13, 2004 in Liber 1316 page 83. Note, this Supplemental Indenture is the last of 67 supplemental indentures recorded in the Allegany County Clerk's Office beginning on January 9, 1950. The original Mortgage Trust Indenture dated October 1, 1937 referred to in said documents does not appear to be recorded in the Allegany County Clerk's Office.

The map is a historical survey of the area around the Erie Canal and the Genesee River. It shows property boundaries, roads, and industrial structures. Key features include:

- Avenue**: A major road running vertically through the center of the map.
- Brooklyn**: A label on the left side of the map, indicating the location of the Brooklyn Bridge.
- Genesee**: A label on the right side of the map, indicating the location of the Genesee River.
- River**: A label at the bottom of the map, indicating the location of the Erie River.
- Industrial Structures**: A large, complex structure, possibly a bridge or a large building, is prominent in the center of the map.
- Annotations**: Various text annotations provide details about the map, including "The Map No. 282.00-1-25.1", "The Map No. 282.00-1-27.1", and "The Map No. 282.00-1-28.1".