

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of the General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P: (518) 402-9185 | F: (518) 402-9018

www.dec.ny.gov

VIA FEDERAL EXPRESS

December 5, 2024

City of Lockport
One Lock's Plaza
Lockport, NY 14094
Attn: David Blackley, Corporate Counsel

RE: Environmental Easement Package
Site Name: Peter's Dry Cleaning
Site No.: 932128

Dear Mr. Blackley,

Enclosed please find a fully executed Environmental Easement, TP-584 and Agreement between the New York State Department of Environmental Conservation and the City of Lockport.

Once the Environmental Easement is recorded, the local municipality will need to be notified via Certified Mail, Return Receipt Requested.

Please return to my attention, copies of the recorded easement marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notices. The information from the recorded easement and notices are necessary to process the Certificate of Completion (COC).

A COC will not be issued until copies of the municipal notices are returned to the Office of General Counsel.

If you have any further questions or concerns relating to this matter, please contact our office at (518) 402-8393.

Sincerely,



Cheryl A. Salem
Legal Assistant II
Remediation Bureau
Cheryl.salem@dec.ny.gov

ec: B. Rashkow, NYSDEC



Department of
Environmental
Conservation

ORIGIN ID:ALBA (518) 402-8599

CHERYL SALEM
NYSDEC CO
625 BROADWAY
14TH FLOOR - OGC
ALBANY, NY 12233

SHIP DATE: 06DEC24
ACTWGT: 1.00 LB
CAD: 25595370/INET4535

BILL SENDER

UNITED STATES US

TO DAVID BLACKLEY, CORP COUNSEL

CITY OF LOCKPORT

CORPORATE COUNSEL

ONE LOCK'S PLAZA

LOCKPORT NY 14094

(716) 523-0617

REF: PETERS DRY CLEANER

INV: PO: 932128

DEPT: 1500

58CJ4/EB78/C6C4



J244024091001uv

TRK# 7705 1521 8385
0201

FRI - 06 DEC 5:00P
STANDARD OVERNIGHT

XP DDKA

14094
NY-US BUF



After printing this label:

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

THIS INDENTURE made this 2nd day of December, 2014, between City of Lockport, having an office at One Lock's Plaza, Lockport, County of Niagara, 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 temporary owner of real property located at the address of 316 Willow Street in the City of Lockport, County of Niagara and State of New York, known and designated on the tax map of the County Clerk of Niagara as tax map parcel numbers: Section 123.05 Block 2 Lot 54, being the same as that property conveyed to Grantor by Order of Justice Richard Kloch under Index No. 150116 dated June 27, 2013. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.41 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 26, 2014 prepared by John E. McIntosh III, 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, 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:

Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), 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 Niagara 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 farming raising livestock or producing animal products for human consumption, 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: 932128
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

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

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

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

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

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

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

Remainder of Page Intentionally Left Blank

Environmental Easement Page 7

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: Andrew Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 2nd day of December in the year 2024 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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.

Doreen A. Salem
Notary Public - State of New York
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Lockport, County of Niagara and State of New York, known and distinguished as being part of Lot Number 11, Section 14, Township 14, and Range 6 of the Holland Land Company's Land, which is bounded and described as follows:

BEGINNING at a point on the south line of Willow Street, said point being 162' west of the west line of Pine Street;

THENCE westerly along the south line of Willow Street 89' to a point;

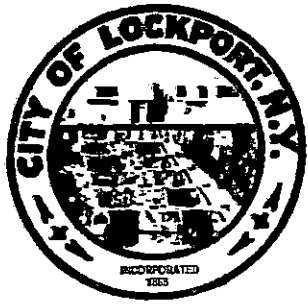
THENCE southerly on a line parallel to Pine Street, 198' to a point;

THENCE easterly on a line parallel to Willow Street 55' to a point;

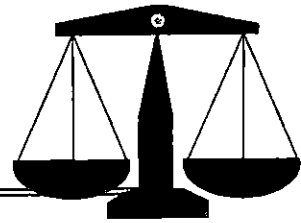
THENCE northerly on a line parallel to Pine Street, 66' to a point;

THENCE easterly on a line parallel to Willow Street, 34' to a point;

THENCE northerly 132' to the point of beginning.



Department of Law



David Blackley, Corporation Counsel

Anthony Serianni, First Deputy Counsel
Kathleen Kugler, Second Deputy Counsel

Lockport Municipal Building
One Locks Plaza
Lockport, New York 14094
Phone (716) 439-6670

Brian Rashkow
Assistant Counsel
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, New York 12233-1500

RE: 319 Willow Street
Lockport, New York

Dear Brian,

Enclosed please find the Executed Agreement between the New York State Department of Environmental Conservation and the City of Lockport pertaining to the above property.

Should you have any further concerns, please do not hesitate to contact me.

Sincerely,

David E. Blackley
Corporation Counsel

**Agreement Among
The New York State Department of Environmental Conservation,
and the City of Lockport**

This Agreement is entered on this 2nd day of December, 2024, by and among the City of Lockport (or “City”) with an office at One Lock’s Plaza, Lockport, New York, and the New York State Department of Environmental Conservation (“NYSDEC”), with an office at 625 Broadway, Albany, New York 12233 (collectively, “Parties”).

WHEREAS, NYSDEC is the Executive Agency of the State of New York responsible for enforcement of the Environmental Conservation Law of the State of New York (“ECL”) and the New York State Finance Law (“SFL”) and cleanup of contaminated properties pursuant to the ECL Article 27 and Article 12 of the Navigation Law (“NL”); and

WHEREAS, NYSDEC is responsible for carrying out the policy of the State of New York to conserve, improve and protect its natural resources and environment and control water, land, and air pollution consistent with the authority granted to the NYSDEC and its Commissioner by Article 1, Title 3 of the ECL; and

WHEREAS, NYSDEC also has the authority, *inter alia*, to provide for the prevention and abatement of all water, land, and air pollution (see, e.g., ECL 3-0301.1.1); and

WHEREAS, Chapter 847 of the Laws of 1982 created the Hazardous Waste Remedial Fund and assigned custody to the Office of the State Comptroller who is to make funds available to NYSDEC for the investigation and remediation of hazardous waste Sites; and such funds have been made available to the NYSDEC which has already utilized such funds to perform sampling, assessment, and focused remedial actions at the former Peter’s Dry-Cleaning Site, Site # 932128 (“Peter’s Dry-Cleaning Site” or “Site”); and

WHEREAS, State Superfund remedial work was implemented by the NYSDEC at the Peter’s Dry-Cleaning Site. The NYSDEC has made and exhausted all reasonable efforts to secure a voluntary agreement for payment of costs of, or implementation of, necessary remedial action from owners, operators, or other liable persons for past releases of contamination at this inactive hazardous waste site, but the NYSDEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the Peter’s Dry-Cleaning Site; and

WHEREAS, the Site requires an Environmental Easement as an Institutional Control in order to be reclassified as a Class 4 – Properly Closed Site. This reclassification allows for a third party to purchase and redevelop the Site with the NYSDEC’s consent, but without the need for further remedial action.

WHEREAS, the City of Lockport was granted Temporary Incidents of Ownership by Court Order of Justice Richard Kloch under Index No. 150116. The City has therefore agreed to grant said Environmental Easement over the property more fully described in the attached

Schedule “A,” with the goal of conveying the abandoned property for redevelopment; and

WHEREAS, the City is prepared to convey title to an interested redeveloper and have the parcel returned to the tax rolls and put back into productive commercial/industrial use; and

WHEREAS, the City of Lockport is a not-for-profit of the State of New York. The City seeks to vigorously advance the prosperity, growth and economic development of the residents and businesses of the City; and

WHEREAS, the Parties have a shared interest in ensuring that any environmental issues associated with the Site do not interfere with the return of such properties to the tax rolls and to productive use; and that such redevelopment is timely and appropriately addresses the protection of public health and the environment; and

WHEREAS, the City of Lockport did not cause, contribute, or have any involvement with the acts and/or omissions that led to the contamination on the Site; and

WHEREAS, this Agreement sets forth mutually agreeable principles which are intended to ensure cooperation between NYSDEC and the City of Lockport, to establish an understanding of appropriate liability protection for the City of Lockport, which shall not be deemed an Owner or Operator for purposes of liability for past releases of hazardous substances and wastes on the Site. The objective of this Agreement is to ensure that full consideration is afforded these interests, and that the individual missions and responsibilities of each Party are fully considered; and

NOW, THEREFORE, it is agreed among NYSDEC and the City of Lockport:

ARTICLE I PARTIES

1.1 For purposes of this Agreement the following terms shall apply:

- 1.1.1 The City of Lockport shall mean the municipality whose focused on the safety and livelihood of its residents, business development, and promoting growth in the City.
- 1.1.2 The NYS Department of Environmental Conservation is the Department that has jurisdiction over Inactive Hazardous Waste Disposal Sites, including the Peter’s Dry-Cleaning Site.

ARTICLE II COOPERATION

2.1 The Parties shall keep each other informed of and consult on matters of common interest, which are likely to lead to the conveyance of the property to a third party willing to maintain certain Institutional Controls and Engineering Controls (“IC/EC”) on the Site.

2.2 The Parties agree to facilitate the transfer of ownership and redevelopment of the

Site.

2.3 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements which may be needed to safeguard the confidential and restricted character of certain information and documents.

2.4 The Parties agree to provide access to the Site as outlined in the Environmental Easement.

ARTICLE III COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

3.1 Subject to Sections 3.3 and 3.4 below, NYSDEC covenants not to sue or seek payment for past or future costs of response at the Peter's Dry-Cleaning Site from the City of Lockport, and acknowledges that the City of Lockport is not a "responsible" or liable party, owner or operator as such terms are defined in New York State Environmental Conservation Law ("ECL") (ECL §27-1301 et seq.) and the federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and/or the Resource Conservation and Recovery Act ("RCRA", 42 U.S.C. Ch. 82 § 6901 et seq.).

3.2 The City of Lockport represents that it did not cause, create, contribute to, influence, direct, oversee or manage any action or omission that resulted in the release of hazardous substances on the Site, and further state that it will not convey the Site to any party that caused or contributed to contamination conditions on the Site. The Parties to this MOU did not own nor conduct business operations on the Peter's Dry-Cleaning Site resulting in the release of hazardous substance at the Site.

3.3 This Agreement shall be construed to provide liability protection to the City of Lockport upon execution of the Environmental Easement.

3.4 A) The liability protection provisions, the municipal exemption of liability provisions set forth in both ECL Article 27, Title 13 and in CERCLA, and the Covenant Not to sue are available to the City of Lockport because they were not involved with the release, disposal or discharge of contamination on the Site.

B) NYSDEC hereby reserves its respective rights concerning:

1) circumstances where the City of Lockport causes the use of the Property to change from the contemplated use to one requiring a greater level of cleanup of remaining contamination before that use can be implemented with sufficient protection of human health and the environment.

2) taking action based on fraud or gross negligence committed by the City of Lockport that causes a release of contamination to the environment.

ARTICLE IV

TERM, TERMINATION AND AMENDMENT

4.1 This Agreement is effective upon execution by the NYSDEC and shall be binding upon and inure to the benefit of every Party that signs the Agreement. This Agreement may be terminated or amended only in writing by all Parties to the Agreement.

4.2 This Agreement shall apply only to the Property listed on the attached Schedule A.

4.3 Article III shall survive any termination of this Agreement relative to the Property listed in Schedule A.

ARTICLE V NOTICES AND ADDRESSES

Any notice or request required or permitted to be given or made under this Agreement shall be in writing and shall be deemed sufficient if sent by regular first-class mail and certified mail, or personally delivered during business hours, to the addresses for the parties set forth above or by e-mail by agreement of the parties.

ARTICLE VI MISCELLANEOUS

6.1 This Agreement comprises the complete understanding of the Parties in respect of the subject matter in this Agreement.

6.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION:

By: Andrew Guglielmi

Name: Andrew Guglielmi

Title: Director, Division of Environmental Remediation

Date: December 2, 2024

CITY OF LOCKPORT

By: ~~David Buckley~~ John Lombardi, III MAYOR

Title: ~~Corporation Counsel~~ Mayor

Date: November 4, 2024

Schedule A – Site by Address & Tax Parcel Number

316 Willow Street, Lockport, NY (Parcel 123.05-2-54)

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Lockport, County of Niagara and State of New York, known and distinguished as being part of Lot Number 11, Section 14, Township 14, and Range 6 of the Holland Land Company's Land, which is bounded and described as follows:

BEGINNING at a point on the south line of Willow Street, said point being 162' west of the west line of Pine Street;

THENCE westerly along the south line of Willow Street 89' to a point;

THENCE southerly on a line parallel to Pine Street, 198' to a point;

THENCE easterly on a line parallel to Willow Street 55' to a point;

THENCE northerly on a line parallel to Pine Street, 66' to a point;

THENCE easterly on a line parallel to Willow Street, 34' to a point;

THENCE northerly 132' to the point of beginning.

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	City of Lockport	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	One Lock's Plaza	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	Lockport NY	
<input type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)	SSN
<input type="checkbox"/> Individual	NYS Department of Environmental Conservation	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	625 Broadway	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	Albany NY 12233	14-6013200
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input checked="" type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation -- Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
123.05-2-54		316 Willow Street	Lockport	Niagara

Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr></table>	month	day	year	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year			
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building					
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling					
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____					
5 <input type="checkbox"/> Commercial/industrial						

**Condition of conveyance
(mark an X in all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Enviro. Easement</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
5.		
6.		

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☒
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

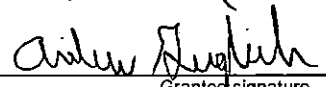
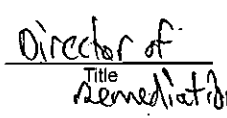
1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

_____ Grantor signature	_____ Title	 _____ Grantee signature	 _____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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To: [Salem, Cheryl A \(DEC\)](#)
Subject: Your shipment was delivered 770515218385
Date: Friday, December 6, 2024 1:14:53 PM

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Your shipment was delivered.

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Fri, 12/06/2024
12:00pm

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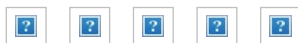
CITY OF LOCKPORT, LOCKPORT, NY 14094

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ALBANY, NY, US

12233

To	City of Lockport City of Lockport Corporate Counsel One Lock's Plaza LOCKPORT, NY, US 14094
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Ship date	Thu 12/05/2024 04:06 PM
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Number of pieces	1
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Total shipment weight	1.00 LB
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Service	FedEx Standard Overnight
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Reference	Peter's Dry Cleaner
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Shipper reference	Peter's Dry Cleaner
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Department number	1500
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Purchase order number	932128
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Thank you for your business.

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