



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

August 15, 2014

Mr. Benjamin Conlon
New York State Department of Environmental Conservation
Office of the General Counsel, 14th floor
625 Broadway
Albany, New York 12233-1010

Re: Tecumseh Redevelopment Inc. Business Park II
2303 Hamburg Turnpike, Hamburg, New York
Recorded Environmental Easement Package for
Index No.: B9-0696-05-06(B); NYSDEC Site Nos. C915198, C915198B,
C915198C, C915198D, C915198E, C915198F, C915198G, C915198H,
C915198I, C915198J, C915198K, C915198L

Dear Mr. Conlon:

With regard to the above-captioned matter, enclosed herewith please find the following:

1. Copy of the Environmental Easement recorded with the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5455.
2. Affidavit of Service by Mail of the Municipal Notice, together with copies of the cover letter and enclosures sent to the City of Lackawanna and County of Erie and certified mail return receipts as exhibits attached thereto.
3. Affidavit of Service by Mail to parties identified as having an interest in the property, as set forth in Schedule "B" of the Title Commitment, together with copies of the notice delivered to such parties and certified mail return receipts as exhibits attached thereto.

Please do not hesitate to contact me should you have any questions or require anything further.

Very truly yours,

Harter Secrest & Emery LLP

Michael L. Nisengard

DIRECT DIAL: 716.844.3715
E-MAIL: MNISENGARD@HSELAW.COM

MLN:lks
Enclosures

August 15, 2014
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cc: Tom Forbes (via email)
Patrick Foster, Esq. (via email)
Marc A. Romanowski, Esq. (via email)

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:
BOX 29

Party 1:
TECUMSEH REDEVELOPMENT INC

Party 2:
NEW YORK STATE DEPT OF
ENVIRONMENTAL CONSERVATION

Book Type: D Book: 11266 Page: 5455
Page Count: 12
Doc Type: EASEMENT/RTWY
Rec Date: 07/15/2014
Rec Time: 09:21:59 AM
Control #: 2014137591
UserID: Donna
Trans #: 14107868
Document Sequence Number
TT2013021927

Recording Fees:

RECORDING	\$80.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
TP584	\$10.00

Consideration Amount: 1.00

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$0.00
ROAD FUND TT	\$0.00

Total: \$110.00

STATE OF NEW YORK
ERIE COUNTY CLERK'S OFFICE

WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT REQUIRED
BY SECTION 319&316-a (5) OF THE REAL PROPERTY LAW OF THE STATE OF NEW
YORK. DO NOT DETACH. THIS IS NOT A BILL.

Christopher L. Jacobs
County Clerk

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

Box 27

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

THIS INDENTURE made this 21st day of June, 2014 between
Owner(s) Tecumseh Redevelopment Inc., having an office at 4020 Kinross Lakes Parkway,
County of Summit, State of Ohio (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 2303
Hamburg Turnpike in the City of Lackawanna, County of Erie and State of New York, known and
designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 141.11
Block 1 Lot 50, being a portion of that certain plot, piece or parcel of land conveyed to Grantor by
deed dated May 6, 2003 and recorded in the Erie County Clerk's Office in Liber 11040 and Page
8953. The property subject to this Environmental Easement (the "Controlled Property") comprises
approximately 141.25 +/- acres, and is hereinafter more fully described in the Land Title Survey,
which includes parcels recognized under Brownfield Cleanup Agreement Amendments dated
August 22, 2012 ("Sites"), dated September 14, 2012, field survey completed June 12, 2012 and
prepared by Wendel, 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

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Environmental Easement Page 1

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785-11
137591

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: B9-0696-05-06(B), 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 Erie 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;

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Environmental Easement Page 2

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

(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.

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Environmental Easement Page 3

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

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
[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

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 Site within the Controlled Property on or about which the violation pertains.

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 Numbers: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

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.

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County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
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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.

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

Grantor: Tecumseh Redevelopment Inc.

By: Keith A. Nagel

Print Name: Keith A. Nagel

Title: VP - ENVIR AFFAIRS Date: May 29, 2019
REAL ESTATE

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

Grantor's Acknowledgment

Ohio
STATE OF ~~NEW YORK~~)
COUNTY OF *Summit*) ss:

On the 29th day of May, in the year 20 14, before me, the undersigned, personally appeared Keith Nagel, 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.

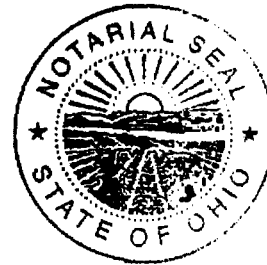
Susan E. Dick
Notary Public - State of ~~New York~~

Ohio

Commission expires:

Nov. 6, 2017

Susan E. Dick



County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
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**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,

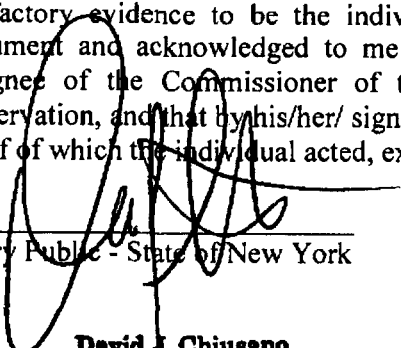
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 26th day of June, in the year 2014, before me, the undersigned,
personally appeared Robert W. Schick, 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

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lackawanna, County of Erie and State of New York, being part of Lot 15 of the Ogden Gore Tract and part of Lot 23, Township 10, Range 8 of the Buffalo Creek Reservation, described as follows:

Beginning at the intersection of the westerly highway boundary of the Hamburg Turnpike (also known as State Route No. 5) as appropriated by the New York State Department of Public Works as shown on Map No. 1, Parcel 1 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at Page 404 and the municipal boundary line between the City of Lackawanna (to the north) and the Town of Hamburg (to the south), said point also being along the northerly boundary of lands conveyed to the South Buffalo Railway company by deed recorded in the Erie County Clerk's Office in Liber 10119 of Deeds at Page 131; running thence N 86°-32'-54" W along the northerly line of said South Buffalo Railway Company's land, a distance of 507.02 feet to an angle point therein; Thence N 56°-55'-40" W, and continuing along said South Buffalo Railway Company's land a distance of 386.48 feet to a point; thence N 03°-25'-27" W, a distance of 1,284.41 feet to a point of curvature of a tangent curve; thence along a curve to the left having a radius of 518.00 feet, an arc length of 168.84 feet to a point approximately 25 feet south from the existing southerly top of high bank of Smokes Creek; thence easterly and northerly approximately 25 feet south from the existing southerly top of the high bank of Smokes Creek the following 6 courses and distances;

1. Thence N 80°-39'-39" E, a distance of 37.52 feet to a point;
2. Thence N 44°-31'-00" E, a distance of 261.86 feet to a point;
3. Thence N 71°-51'-20" E, a distance of 455.12 feet to a point;
4. Thence N 20°-01'-37" E, a distance of 360.67 feet to a point;
5. Thence N 03°-49'-42" E, a distance of 217.94 feet to a point;
6. Thence N 72°-45'-22" E, a distance of 373.92 feet to a point on the westerly highway boundary of the Hamburg Turnpike as acquired by the New York State Department of Transportation under S. H. No. FAC 49-10 Map 305, Parcel 306 and recorded in the Erie County Clerk's Office in Liber 10960 of Deeds at page 2028; thence southerly along said westerly highway boundary the following 19 courses and distances;

1. Thence S 03°-16'-37" W, a distance of 188.27 feet to a point;
2. Thence S 03°-54'-17" W, a distance of 687.46 feet to the point of curvature of a tangent curve;
3. Thence along a curve to the right having a radius of 8,149.13 feet, an arc length of 144.86 feet to a point;
4. Thence S 04°-55'-24" W, a distance of 35.83 feet to a point;
5. Thence S 85°-04'-36" W, a distance of 9.84 feet to a point;
6. Thence S 05°-13'-45" W, a distance of 200.60 feet to a point;
7. Thence S 05°-20'-02" W, a distance of 110.00 feet to a point;
8. Thence S 00°-45'-26" W, a distance of 110.27 feet to a point;
9. Thence S 05°-20'-02" W, a distance of 220.00 feet to a point;
10. Thence S 05°-01'-28" W, a distance of 365.00 feet to a point;
11. Thence S 85°-13'-34" E, a distance of 5.00 feet to a point;

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County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

12. Thence S 04°-17'-11" W, a distance of 67.00 feet to a point;
13. Thence S 06°-15'-26" W, a distance of 248.08 feet to a point;
14. Thence S 03°-29'-18" W, a distance of 52.01 feet to a point;
15. Thence S 05°-06'-49" W, a distance of 133.00 feet to a point;
16. Thence S 85°-13'-34" W, a distance of 1.00 feet to a point;
17. Thence S 05°-06'-49" W, a distance of 45.00 feet to a point;
18. Thence S 85°-13'-34" W, a distance of 7.00 feet to a point;
19. Thence S 05°-06'-49" W, a distance of 90.00 feet to the point of beginning, containing 47.18 acres of land more or less.

Being part of the piece or parcel of land in a bargain and sale deed dated 5/06/2003 and recorded 5/22/2003 in Liber 11040 of Deeds at page 8953 in the Erie County Clerk's Office. This parcel of land is part of the overall deed.

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situated in the City of Lackawanna, County of Erie and State of New York, being part of lots 18, 20 and 21 of the Ogden Gore Tract and part of Lot 24, Township 10, Range 8 of the Buffalo Creek Reservation, bounded and described as follows:

Commencing at the intersection of the westerly highway boundary of the Hamburg Turnpike (also known as State Route No. 5) as appropriated by the New York State Department of Public Works as shown on Map No. 1, Parcel 1 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at page 404 and the municipal boundary line between the City of Lackawanna (to the north) and the Town of Hamburg (to the south). Said point also being along the northerly boundary of lands conveyed to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 10119 of Deeds at page 131; thence N 86°-32'-54" W along said municipal boundary line and the northerly line of said South Buffalo Railway Company's land, a distance of 507.02 feet to a point; thence N 56°-55'-40" W and continuing along said South Buffalo Railway Company's land, a distance of 386.48 feet to a point; thence N 03°-25'-27" W, a distance of 1,284.41 feet to a point of curvature of a tangent curve; thence along a curve to the left having a radius of 518.00 feet, an arc length of 168.84 feet to a point approximately 25 feet south from the existing southerly top of the high bank of Smokes Creek; thence N 30°-20'-56" E, crossing Smokes Creek, a distance of 395.96 feet to a point approximately 25 feet north from the existing northerly top of high bank of Smokes Creek and the principal point of beginning; thence N 18°-20'-36" W, a distance of 3,292.99 feet to a point; thence S 71°-34'-47" W, a distance of 93.00 feet to a point; thence N 18°-20'-36" W, a distance of 214.85 feet to a point on the southerly line of lands conveyed to Gateway Trade Center Inc. By deed recorded in the Erie County Clerk's Office in Liber 10886 of Deeds at page 1064; thence N 71°-41'-32" E, and along the southerly line of lands so conveyed to Gateway Trade Center, Inc. by deed aforesaid, a distance of 28.04 feet to a southeast corner thereof; thence N 71°-11'-53" E, a distance of 86.73 feet to a point; thence N 71°-31'-33" E, a distance of 1,251.00 feet to a point on the westerly highway boundary of Hamburg Turnpike as appropriated by the New York State Department of Public works as shown on Map No. 40-R2, Parcel 44 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at page 388; thence southerly along the westerly highway boundary of the Hamburg Turnpike the following 4 courses and distances:

20. Thence S 20°-45'-14" E, a distance of 129.67 feet to a point;
21. Thence S 22°-43'-04" E, a distance of 272.45 feet to a point;

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Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

22. Thence S 18°-25'-27" E, a distance of 1,965.57 feet to the point of curvature of a non-tangent curve;
23. Thence along a curve to the right, having a radius of 3,226.70 feet, an arc length of 677.61 feet to a point which is approximately 25 feet north from the existing northerly top of high bank of Smokes Creek;

Thence westerly and southerly, approximately 25 feet north from the existing northerly top of the high bank of Smokes Creek the following 5 courses and distances;

24. Thence S 75°-24'-22" W, a distance of 420.71 feet to a point;
25. Thence S 52°-31'-09" W, a distance of 145.07 feet to a point;
26. Thence S 00°-25'-31" W, a distance of 225.66 feet to a point;
27. Thence S 14°-36'-37" W, a distance of 317.80 feet to a point;
28. Thence S 74°-29'-02" W, a distance of 360.63 feet to the principal point of beginning, containing 95.42 acres of land, more or less.

Being part of the piece or parcel of land in a bargain and sale deed dated 5/06/2003 and recorded 5/22/2003 in Liber 11040 of Deeds at page 8953 in the Erie County Clerk's Office. This parcel of land is part of the overall deed.

SUBSTATIONS EXCEPTED OUT OF EASEMENT AREA

Substation 10A

Commencing at the principal point of beginning of the Environmental Easement Business Park Phase II, Parcel "B";

Thence N 18°-50'-22" W, a distance of 457.40 feet to the point of beginning;
Thence N 18°-24'-23" W, a distance of 225.00 feet to a point;
Thence N 71°-35'-37" E, a distance of 188.17 feet to a point;
Thence S 18°-24'-23" E, a distance of 225.00 feet to a point;
Thence S 71°-35'-37" W, a distance of 188.17 feet to the point of beginning.
Containing 0.97 Acres of land, more or less.

Substation 11A

Commencing at the northwest corner of the Environmental Easement Parcel "B";
Thence S 33°-30'-30" E, a distance of 558.31 feet to the point of beginning;
Thence N 71°-48'-41" E, a distance of 112.00 feet to a point;
Thence S 20°-04'-28" E, a distance of 146.00 feet to a point;
Thence S 71°-48'-41" W, a distance of 112.00 feet to a point;
Thence N 20°-04'-28" W, a distance of 146.00 feet to the point of beginning.
Containing 0.38 Acres of land, more or less.

AFFIDAVIT OF SERVICE BY MAIL

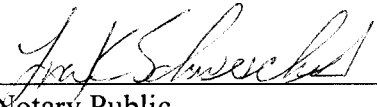
STATE OF NEW YORK)
COUNTY OF ERIE) ss:

Michael L. Nisengard, being duly sworn, deposes and says: I am an attorney at the law firm of Harter Secrest & Emery LLP, Twelve Fountain Plaza, Suite 400, Buffalo, NY 14202. On the 18th day of July, 2014, I mailed by certified mail with return receipt requested, a copy of the attached Notice to the City of Lackawanna and County of Erie, such Notice enclosing a copy of the Environmental Easement, all as attached hereto as Exhibit "A" by depositing same enclosed in a postpaid properly addressed wrapper via Certified Mail, Return-Receipt Requested in a post office under the exclusive care and custody of the United States Postal Service within the State of New York. Attached hereto as Exhibit "B" are copies of the certified mail receipts.



Michael L. Nisengard

Sworn to before me on this
17th day of August 2014.



Notary Public

LISA K. SCHWEICKERT
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires June 7, 2018

EXHIBIT A



Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

July 17, 2014

City of Lackawanna
714 Ridge Road
Lackawanna New York, 14218

County Executive, County of Erie
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, New York 14202

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("DEC") by Tecumseh Redevelopment Inc. for a portion of the property located at 2303 Hamburg Turnpike, Hamburg, NY, and including DEC Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, C915198L (collectively, the "Sites"). This environmental easement has been filed in the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5455.

The Sites are being remediated under the oversight of the New York State Department of Environmental Conservation (the "DEC") under the Brownfield Cleanup Program. The Sites were historically used for industrial operations. Remaining environmental contamination remediation at the Sites will be managed under a DEC-approved Site Management Plan, which requires, among other items described below, the recording of an Environmental Easement restricting future use of the Sites.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial or industrial uses. It also requires compliance with a Site Management Plan, a copy of which is on file with the DEC. The Site Management Plan, which is incorporated into the Environmental Easement, requires maintenance of engineered controls to isolate remaining contaminated soils, monitoring and maintenance of on-site wells, and notices to DEC in advance of certain listed activities. Any approved activity must be done in accordance with the Site Management Plan. DEC 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 this DEC is available to the public at: <http://www.dec.ny.gov/cfmx/extapps/derfoil/index.cfm?pageid>. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,
Harter Secrest & Emery LLP



Michael L. Nisengard
Associate

DIRECT DIAL: (716) 844-3715
E-MAIL: MNISENGARD@HSELAW.COM

MLN:dmm

FILED

JUN 15 2014

ERIE COUNTY
CLERK'S OFFICE

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

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

THIS INDENTURE made this 21st day of June, 2014 between Owner(s) Tecumseh Redevelopment Inc., having an office at 4020 Kinross Lakes Parkway, County of Summit, State of Ohio (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 2303 Hamburg Turnpike in the City of Lackawanna, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 141.11 Block 1 Lot 50, being a portion of that certain plot, piece or parcel of land conveyed to Grantor by deed dated May 6, 2003 and recorded in the Erie County Clerk's Office in Liber 11040 and Page 8953. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 141.25 +/- acres, and is hereinafter more fully described in the Land Title Survey, which includes parcels recognized under Brownfield Cleanup Agreement Amendments dated August 22, 2012 ("Sites"), dated September 14, 2012, field survey completed June 12, 2012 and prepared by Wendel, 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

[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: B9-0696-05-06(B), 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 Erie 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;

[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

(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.

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

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

[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

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 Site within the Controlled Property on or about which the violation pertains.

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 Numbers: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

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.

[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

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.

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

Grantor: Tecumseh Redevelopment Inc.

By: Keith A. Nagel

Print Name: Keith A. Nagel

Title: VP - ENVIR AFFAIRS Date: May 27, 2014
REAL ESTATE

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

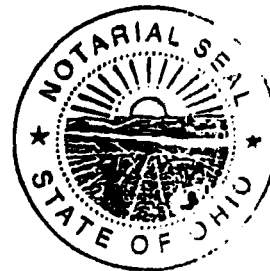
Grantor's Acknowledgment

Ohio
STATE OF ~~NEW YORK~~)
COUNTY OF *Sunmit*) ss:

On the 29th day of May, in the year 20 14, before me, the undersigned, personally appeared Keith Nard, 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.

Joan E. Nick
Notary Public - State of ~~New York~~
Ohio

Commission expires
Nov. 6, 2017



County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E,
C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and
C915198L
Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

**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,**

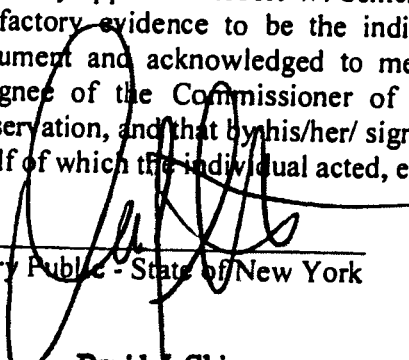
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 26th day of June, in the year 2014, before me, the undersigned,
personally appeared Robert W. Schick, 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

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

SCHEDULE "A" PROPERTY DESCRIPTION

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Lackawanna, County of Erie and State of New York, being part of Lot 15 of the Ogden Gore Tract and part of Lot 23, Township 10, Range 8 of the Buffalo Creek Reservation, described as follows:

Beginning at the intersection of the westerly highway boundary of the Hamburg Turnpike (also known as State Route No. 5) as appropriated by the New York State Department of Public Works as shown on Map No. 1, Parcel 1 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at Page 404 and the municipal boundary line between the City of Lackawanna (to the north) and the Town of Hamburg (to the south), said point also being along the northerly boundary of lands conveyed to the South Buffalo Railway company by deed recorded in the Erie County Clerk's Office in Liber 10119 of Deeds at Page 131; running thence N 86°-32'-54" W along the northerly line of said South Buffalo Railway Company's land, a distance of 507.02 feet to an angle point therein; Thence N 56°-55'-40" W, and continuing along said South Buffalo Railway Company's land a distance of 386.48 feet to a point; thence N 03°-25'-27" W, a distance of 1,284.41 feet to a point of curvature of a tangent curve; thence along a curve to the left having a radius of 518.00 feet, an arc length of 168.84 feet to a point approximately 25 feet south from the existing southerly top of high bank of Smokes Creek; thence easterly and northerly approximately 25 feet south from the existing southerly top of the high bank of Smokes Creek the following 6 courses and distances;

1. Thence N 80°-39'-39" E, a distance of 37.52 feet to a point;
 2. Thence N 44°-31'-00" E, a distance of 261.86 feet to a point;
 3. Thence N 71°-51'-20" E, a distance of 455.12 feet to a point;
 4. Thence N 20°-01'-37" E, a distance of 360.67 feet to a point;
 5. Thence N 03°-49'-42" E, a distance of 217.94 feet to a point;
 6. Thence N 72°-45'-22" E, a distance of 373.92 feet to a point on the westerly highway boundary of the Hamburg Turnpike as acquired by the New York State Department of Transportation under S. H. No. FAC 49-10 Map 305, Parcel 306 and recorded in the Erie County Clerk's Office in Liber 10960 of Deeds at page 2028; thence southerly along said westerly highway boundary the following 19 courses and distances;
1. Thence S 03°-16'-37" W, a distance of 188.27 feet to a point;
 2. Thence S 03°-54'-17" W, a distance of 687.46 feet to the point of curvature of a tangent curve;
 3. Thence along a curve to the right having a radius of 8,149.13 feet, an arc length of 144.86 feet to a point;
 4. Thence S 04°-55'-24" W, a distance of 35.83 feet to a point;
 5. Thence S 85°-04'-36" W, a distance of 9.84 feet to a point;
 6. Thence S 05°-13'-45" W, a distance of 200.60 feet to a point;
 7. Thence S 05°-20'-02" W, a distance of 110.00 feet to a point;
 8. Thence S 00°-45'-26" W, a distance of 110.27 feet to a point;
 9. Thence S 05°-20'-02" W, a distance of 220.00 feet to a point;
 10. Thence S 05°-01'-28" W, a distance of 365.00 feet to a point;
 11. Thence S 85°-13'-34" E, a distance of 5.00 feet to a point;

[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

12. Thence S 04°-17'-11" W, a distance of 67.00 feet to a point;
13. Thence S 06°-15'-26" W, a distance of 248.08 feet to a point;
14. Thence S 03°-29'-18" W, a distance of 52.01 feet to a point;
15. Thence S 05°-06'-49" W, a distance of 133.00 feet to a point;
16. Thence S 85°-13'-34" W, a distance of 1.00 feet to a point;
17. Thence S 05°-06'-49" W, a distance of 45.00 feet to a point;
18. Thence S 85°-13'-34" W, a distance of 7.00 feet to a point;
19. Thence S 05°-06'-49" W, a distance of 90.00 feet to the point of beginning, containing 47.18 acres of land more or less.

Being part of the piece or parcel of land in a bargain and sale deed dated 5/06/2003 and recorded 5/22/2003 in Liber 11040 of Deeds at page 8953 in the Erie County Clerk's Office. This parcel of land is part of the overall deed.

PARCEL B

ALL THAT TRACT OR PARCEL OF LAND situated in the City of Lackawanna, County of Erie and State of New York, being part of lots 18, 20 and 21 of the Ogden Gore Tract and part of Lot 24, Township 10, Range 8 of the Buffalo Creek Reservation, bounded and described as follows:

Commencing at the intersection of the westerly highway boundary of the Hamburg Turnpike (also known as State Route No. 5) as appropriated by the New York State Department of Public Works as shown on Map No. 1, Parcel 1 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at page 404 and the municipal boundary line between the City of Lackawanna (to the north) and the Town of Hamburg (to the south). Said point also being along the northerly boundary of lands conveyed to the South Buffalo Railway Company by deed recorded in the Erie County Clerk's Office in Liber 10119 of Deeds at page 131; thence N 86°-32'-54" W along said municipal boundary line and the northerly line of said South Buffalo Railway Company's land, a distance of 507.02 feet to a point; thence N 56°-55'-40" W and continuing along said South Buffalo Railway Company's land, a distance of 386.48 feet to a point; thence N 03°-25'-27" W, a distance of 1,284.41 feet to a point of curvature of a tangent curve; thence along a curve to the left having a radius of 518.00 feet, an arc length of 168.84 feet to a point approximately 25 feet south from the existing southerly top of the high bank of Smokes Creek; thence N 30°-20'-56" E, crossing Smokes Creek, a distance of 395.96 feet to a point approximately 25 feet north from the existing northerly top of high bank of Smokes Creek and the principal point of beginning; thence N 18°-20'-36" W, a distance of 3,292.99 feet to a point; thence S 71°-34'-47" W, a distance of 93.00 feet to a point; thence N 18°-20'-36" W, a distance of 214.85 feet to a point on the southerly line of lands conveyed to Gateway Trade Center Inc. By deed recorded in the Erie County Clerk's Office in Liber 10886 of Deeds at page 1064; thence N 71°-41'-32" E, and along the southerly line of lands so conveyed to Gateway Trade Center, Inc. by deed aforesaid, a distance of 28.04 feet to a southeast corner thereof; thence N 71°-11'-53" E, a distance of 86.73 feet to a point; thence N 71°-31'-33" E, a distance of 1,251.00 feet to a point on the westerly highway boundary of Hamburg Turnpike as appropriated by the New York State Department of Public works as shown on Map No. 40-R2, Parcel 44 and recorded in the Erie County Clerk's Office in Liber 5650 of Deeds at page 388; thence southerly along the westerly highway boundary of the Hamburg Turnpike the following 4 courses and distances:

20. Thence S 20°-45'-14" E, a distance of 129.67 feet to a point;
21. Thence S 22°-43'-04" E, a distance of 272.45 feet to a point;

[10/12]

County: Erie Site Nos: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, and C915198L

Brownfield Cleanup Agreement Number: B9-0696-05-06(B)

22. Thence S 18°-25'-27" E, a distance of 1,965.57 feet to the point of curvature of a non-tangent curve;
23. Thence along a curve to the right, having a radius of 3,226.70 feet, an arc length of 677.61 feet to a point which is approximately 25 feet north from the existing northerly top of high bank of Smokes Creek;

Thence westerly and southerly, approximately 25 feet north from the existing northerly top of the high bank of Smokes Creek the following 5 courses and distances;

24. Thence S 75°-24'-22" W, a distance of 420.71 feet to a point;
25. Thence S 52°-31'-09" W, a distance of 145.07 feet to a point;
26. Thence S 00°-25'-31" W, a distance of 225.66 feet to a point;
27. Thence S 14°-36'-37" W, a distance of 317.80 feet to a point;
28. Thence S 74°-29'-02" W, a distance of 360.63 feet to the principal point of beginning, containing 95.42 acres of land, more or less.

Being part of the piece or parcel of land in a bargain and sale deed dated 5/06/2003 and recorded 5/22/2003 in Liber 11040 of Deeds at page 8953 in the Erie County Clerk's Office. This parcel of land is part of the overall deed.

SUBSTATIONS EXCEPTED OUT OF EASEMENT AREA

Substation 10A

Commencing at the principal point of beginning of the Environmental Easement Business Park Phase II, Parcel "B";

- Thence N 18°-50'-22" W, a distance of 457.40 feet to the point of beginning;
Thence N 18°-24'-23" W, a distance of 225.00 feet to a point;
Thence N 71°-35'-37" E, a distance of 188.17 feet to a point;
Thence S 18°-24'-23" E, a distance of 225.00 feet to a point;
Thence S 71°-35'-37" W, a distance of 188.17 feet to the point of beginning.
Containing 0.97 Acres of land, more or less.

Substation 11A

Commencing at the northwest corner of the Environmental Easement Parcel "B";
Thence S 33°-30'-30" E, a distance of 558.31 feet to the point of beginning;
Thence N 71°-48'-41" E, a distance of 112.00 feet to a point;
Thence S 20°-04'-28" E, a distance of 146.00 feet to a point;
Thence S 71°-48'-41" W, a distance of 112.00 feet to a point;
Thence N 20°-04'-28" W, a distance of 146.00 feet to the point of beginning.
Containing 0.38 Acres of land, more or less.



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

Recording office time stamp

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) (☐ check if more than one grantor)		Social security number
☐ Individual		Tecumseh Redevelopment, Inc.		
☒ Corporation		Mailing address		Social security number
☐ Partnership		4020 Kinross Lakes Parkway		
☐ Estate/Trust		City	State	ZIP code
☐ Single member LLC		Richfield	OH	44286
☐ Other		Single member's name if grantor is a single member LLC (see instructions)		Federal EIN 01-0649791
				Single member EIN or SSN
Grantee/Transferee		Name (if individual, last, first, middle initial) (☐ check if more than one grantee)		Social security number
☐ Individual		The People of the State of New York, acting through their		
☐ Corporation		Commissioner of the Department of Environmental Conservation		
☐ Partnership		Mailing address		Social security number
☐ Estate/Trust		625 Broadway		
☐ Single member LLC		City	State	ZIP code
☒ Other		Albany	NY	12233
		Single member's name if grantee is a single member LLC (see instructions)		Federal EIN 14-6013200
				Single member EIN or SSN

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
141.11-1-50	140900	2303 Hamburg Turnpike	Lackawanna	Erie

Type of property conveyed (check applicable box)

- 1 ☐ One- to three-family house
 2 ☐ Residential cooperative
 3 ☐ Residential condominium
 4 ☐ Vacant land
 5 ☒ Commercial/Industrial
 6 ☐ Apartment building
 7 ☐ Office building
 8 ☐ Other _____

Date of conveyance

06 | 26 | 2014
 month | day | year

Percentage of real property
conveyed which is residential
real property _____ 0 %
 (see instructions)

Condition of conveyance (check all that apply)

- a. ☐ Conveyance of fee interest
 b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
 c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
 d. ☐ Conveyance to cooperative housing corporation
 e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)
 f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
 g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
 h. ☐ Conveyance of cooperative apartment(s)
 i. ☐ Syndication
 j. ☐ Conveyance of air rights or development rights
 k. ☐ Contract assignment
 l. ☐ Option assignment or surrender
 m. ☐ Leasehold assignment or surrender
 n. ☐ Leasehold grant
 o. ☐ Conveyance of an easement
 p. ☒ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
 q. ☐ Conveyance of property partly within and partly outside the state
 r. ☐ Conveyance pursuant to divorce or separation
 s. ☒ Other (describe) _____ to ECL Art. 71 Title 36

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

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

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) ☒ **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.		0	00
2.		0	00
3.		0	00
4.			
5.			
6.		0	00

Part II – 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 I, 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.		0	00
2.			
3.		0	00

Part III – Explanation of exemption claimed on Part I, line 1 (check any 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, the state of New York, 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, section 1401(e) (attach documents supporting such claim) k ☐

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. 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 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

I (we) certify that: (check the appropriate box)

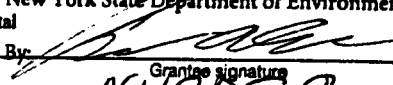
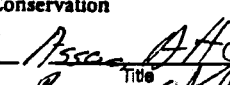
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- ☐ The transfer of real 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.
- ☐ 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).
- ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- ☐ The maximum principal amount secured by the credit line mortgage is \$3,000,000 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.
- Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 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.
- ☐ 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 certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- ☐ A check has been drawn payable for transmission to the credit line mortgagee or his 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 or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) 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 his/her 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.

Tecumseh Redevelopment, Inc.

New York State Department of Environmental Conservation

By: <u></u>	Vice President of Environmental Affairs and Real Estate	By: <u></u>	<u></u>
Grantor signature	Title	Grantee signature	Title
		NYS DEC	Bureau Chief

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked 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 or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 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 II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

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

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 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, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (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, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please 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 page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (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, section 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 _____ to _____ (see instructions).
Date Date
- ☐ 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 the state of New York, 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

EXHIBIT B

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)
For delivery information, visit our website at www.usps.com

5568 6227 7000 0510 4702

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

To:

County Executive, County of Erie
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, New York 14202

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ 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:

County Executive, County of Erie
Edward A. Rath County Office Building
95 Franklin Street, 16th Floor
Buffalo, New York 14202

2. Article Number
(Transfer from service label)
PS Form 3811 July 2013

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

7014 0150 0001 1729 8945
Domestic Return Receipt

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)
For delivery information, visit our website at www.usps.com

8668 6227 7000 0510 4702

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

To:

City of Lackawanna
714 Ridge Road
Lackawanna New York, 14218

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
■ 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:

City of Lackawanna
714 Ridge Road
Lackawanna New York, 14218

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

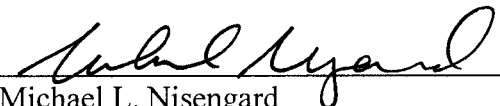
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)
PS Form 3811 July 2013

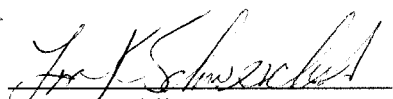
7014 0150 0001 1729 8938
Domestic Return Receipt

AFFIDAVIT OF SERVICE BY MAIL

Michael L. Nisengard, being duly sworn, deposes and says: I am an attorney at the law firm of Harter Secrest & Emery LLP, Twelve Fountain Plaza, Suite 400, Buffalo, NY 14202. I mailed a copy of the attached Notice of Environmental Easement, which is attached hereto as "Exhibit A", to the parties listed on "Exhibit B" attached hereto, by certified mail with return receipt requested, copies of said slips are attached hereto as "Exhibit C". All parties listed on Exhibit "B" were notified by depositing a copy of the Notice of Environmental Easement in a postpaid addressed wrapper, in an official post office depository under the exclusive care and custody of the United States Post Office Department within the State of New York. Those mailings occurred on the 18th day of July, 2014.


Michael L. Nisengard

Sworn to before me on this
14th day of August 2014.


Notary Public

LISA K. SCHWEICKERT
Notary Public, State of New York
Qualified in Wyoming County
Commission Expires June 7, 2018

EXHIBIT A

NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the "Grantee"), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

2303 Hamburg Turnpike

Lackawanna, New York

Property Owner/Grantor: Tecumseh Redevelopment Inc.

The Tax Map Identification No.: 141.11-1-50

NYS Department of Environmental Conservation Site No.: C915198, C915198B, C915198C, C915198D, C915198E, C915198F, C915198G, C915198H, C915198I, C915198J, C915198K, C915198L.

The Environmental Easement for the above referenced property has been filed in the Erie County Clerk's Office on July 15, 2014 in Liber 11266 of Deeds at page 5455.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted Commercial and Industrial uses (residential, commercial or industrial).

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.

EXHIBIT B

EASEMENT NOTICE ADDRESS LIST

Tecumseh Redevelopment Inc.

2303 Lackawanna Turnpike, Lackawanna, New York

Site No.: #C915198, C915198B, C915198C, C915198D, C915198E, C915198F,
C915198G, C915198H, C915198I, C915198J, C915198K, C915198L

BQ Energy, LLC 47 S Hamilton Street Poughkeepsie, NY 12601	http://www.bqenergy.com/
City of Lackawanna 714 Ridge Road Lackawanna, NY 14218	http://www.lackawannany.gov/departments/city-clerk/
County Executive, County of Erie Edward A. Rath County Office Building 95 Franklin Street, 16th Floor Buffalo, New York 14202	http://www2.erie.gov/exec/index.php?q=office-information-0
Erie County Clerk's Office 92 Franklin Street Buffalo, NY 14202	http://www2.erie.gov/clerk/
Erie Wind, LLC 179 Lincoln Street # 500 Boston, MA 02111-2425	http://www.manta.com/c/mtbzbk2/erie-wind-llc
Great Lakes Industrial Development LLC 26 Mississippi Street Suite 400 Buffalo, NY 14203	http://www.dos.ny.gov/corps/bus_entity_search.html
KB Business Park Redevelopment LLC 4 Centre Drive Orchard Park, NY 14127	http://www.dos.ny.gov/corps/bus_entity_search.html
Niagara Mohawk Power Corporation 300 Erie Boulevard West Syracuse, NY 13202	http://www.dos.ny.gov/corps/bus_entity_search.html
Niagara Wind Power LLC 85 Wells Ave Suite 305 Newton, MA 02459	http://www.energyjustice.net/map/displaycorporation-7702.htm
Verizon New York, Inc. 140 West Street 20 th Floor New York, NY 10007	http://www.dos.ny.gov/corps/bus_entity_search.html

EASEMENT NOTICE ADDRESS LIST

Tecumseh Redevelopment Inc.

2303 Lackawanna Turnpike, Lackawanna, New York

Site No.: #C915198, C915198B, C915198C, C915198D, C915198E, C915198F,
C915198G, C915198H, C915198I, C915198J, C915198K, C915198L

Welded Tube USA Realty, LLC 111 Rayette Road Concord, Ontario, Canada L4K 2E9	http://www.yellowpages.ca/bus/Ontario/Concord/Welded-Tube-Of-Canada/2613233.html
National Fuel Gas Distribution Corp. 6363 Main Street Williamsville, NY 14221	http://www.dos.ny.gov/corps/bus_entity_search.html

EXHIBIT C

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)

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

POSTAGE & FEE
0000019250 JUL 18 2014
PAID BY ZIP CODE 14201

Postmark
Here

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total

National Fuel Gas Distribution Corporation
c/o National Fuel Gas Co.
6363 Main Street
Williamsville, NY 14221

Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

National Fuel Gas Distribution Corporation
c/o National Fuel Gas Co.
6363 Main Street
Williamsville, NY 14221

2. Article Number
(Transfer from service label)

7014 0150 0001 1729 8686

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *John Harris* ☐ Agent ☐ Addressee
B. Received by (Printed Name) *John Harris* C. Date of Delivery *7/21/14*
D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

4298 6221 1000 0510 4702

Postage	\$ 1.50
Certified Fee	\$ 0.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	\$ 1.80

Postmark Here

Sent To
Great Lakes Industrial Development LLC
26 Mississippi Street
Suite 400
Buffalo, NY 14203

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

4298 6221 1000 0510 4702

Postage	\$ 1.50
Certified Fee	\$ 0.30
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	\$ 1.80

Postmark Here

Sent To
City of Lackawanna
714 Ridge Road
Lackawanna, NY 14218

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

Great Lakes Industrial Development LLC
26 Mississippi Street
Suite 400
Buffalo, NY 14203

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
B. Received by (Printed Name)	☐ Addressee
C. Date of Delivery	☐ Date of Delivery
D. Is delivery address different from item 1? If YES, enter delivery address below:	☐ Yes ☐ No

3. Service Type	☐ Certified Mail [®]	☐ Priority Mail Express [™]
	☐ Registered	☐ Return Receipt for Merchandise
	☐ Insured Mail	☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee)	☐ Yes	

2. Article Number
(Transfer from service label)
7014 0150 0001 1729 8624
PS Form 3811 July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

City of Lackawanna
714 Ridge Road
Lackawanna, NY 14218

COMPLETE THIS SECTION ON DELIVERY

A. Signature	☐ Agent
B. Received by (Printed Name)	☐ Addressee
C. Date of Delivery	☐ Date of Delivery
D. Is delivery address different from item 1? If YES, enter delivery address below:	☐ Yes ☐ No

3. Service Type	☐ Certified Mail [®]	☐ Priority Mail Express [™]
	☐ Registered	☐ Return Receipt for Merchandise
	☐ Insured Mail	☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee)	☐ Yes	

2. Article Number
(Transfer from service label)
7014 0150 0001 1729 8587
PS Form 3811 July 2013 Domestic Return Receipt

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0098 6227 1000 0510 4702

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

Postmark Here

Erie County Clerk's Office
 92 Franklin Street
 Buffalo, NY 14202

Sent _____
 Street or P.O. _____
 City _____

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

7698 6227 1000 0510 4702

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

Postmark Here

KB Business Park Redevelopment LLC
 4 Centre Drive
 Orchard Park, NY 14127

Sent _____
 Street or P.O. _____
 City _____

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ 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:

Erie County Clerk's Office
 92 Franklin Street
 Buffalo, NY 14202

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery 7/1/14
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail®
☐ Registered
☐ Insured Mail
☐ Priority Mail Express™
☐ Return Receipt for Merchandise
☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ 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:

KB Business Park Redevelopment LLC
 4 Centre Drive
 Orchard Park, NY 14127

2. Article Number
 (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery 7/21/14
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type
☐ Certified Mail®
☐ Registered
☐ Insured Mail
☐ Priority Mail Express™
☐ Return Receipt for Merchandise
☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
 (Transfer from service label)

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
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DEFINITION OF CERTIFIED MAIL

Postmark Here

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total

Niagara Mohawk Power Corporation
 300 Erie Boulevard West
 Syracuse, NY 13202

Street or PO Box
 City, State, ZIP+4[®]

8598 6227 7000 0570 4702

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)
 For delivery information, visit our website at www.usps.com

DEFINITION OF CERTIFIED MAIL

Postmark Here

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total

County Executive, County of Erie
 Edward A. Rath County Office Building
 95 Franklin Street, 16th Floor
 Buffalo, New York 14202

Street or PO Box
 City, State, ZIP+4[®]

4658 6227 7000 0570 4702

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ 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:

Niagara Mohawk Power Corporation
 300 Erie Boulevard West
 Syracuse, NY 13202

2. Article Number
 (Transfer from service label)

7014 0150 0001 1729 8648

PS Form 3811 July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 X *Glenn Spence* ☐ Addressee

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

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

3. Service Type
☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ 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:

County Executive, County of Erie
 Edward A. Rath County Office Building
 95 Franklin Street, 16th Floor
 Buffalo, New York 14202

2. Article Number
 (Transfer from service label)

7014 0150 0001 1729 8594

PS Form 3811 July 2013 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 X *P. P. P. P. P.* ☐ Addressee

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

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

3. Service Type
☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

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7014 0150 0001 1729 8617

Postage
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total P

Sent To
 Street,
 or PO Box
 City, State
 Zip

Erie Wind, LLC
 179 Lincoln Street # 500
 Boston, MA 02111-2425

Postmark
 Here

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only: No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

7014 0150 0001 1729 8617

Postage
 Certified Fee
 Return Receipt Fee
 (Endorsement Required)
 Restricted Delivery Fee
 (Endorsement Required)
 Total P

Sent To
 Street,
 or PO Box
 City, State
 Zip

BQ Energy, LLC
 47 S Hamilton Street
 Poughkeepsie, NY 12601

Postmark
 Here

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

Erie Wind, LLC
 179 Lincoln Street # 500
 Boston, MA 02111-2425

2. Article Number
 (Transfer from service label)

7014 0150 0001 1729 8617

PS Form 3811 July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery 7/21/14
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail®
☐ Registered
☐ Insured Mail
☐ Priority Mail Express™
☐ Return Receipt for Merchandise
☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

BQ Energy, LLC
 47 S Hamilton Street
 Poughkeepsie, NY 12601

2. Article Number
 (Transfer from service label)

7014 0150 0001 1729 8617

PS Form 3811 July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery 7/21/14
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail®
☐ Registered
☐ Insured Mail
☐ Priority Mail Express™
☐ Return Receipt for Merchandise
☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only: No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

6279 6227 7000 0570 4702

Postage \$ 0000019250 JUL 18 2014
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total

Sent To
Street or PO City, S
Welded Tube USA Realty, LLC
111 Rayette Road
Concord, Ontario, Canada L4K 2E9

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

Welded Tube USA Realty, LLC
111 Rayette Road
Concord, Ontario, Canada L4K 2E9

2. Article Number
(Transfer from service label)

7014 0150 0001 1729 8679

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 7/23/14
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

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(Domestic Mail Only: No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

2998 6227 7000 0570 4702

Postage \$ 0000019250 JUL 18 2014
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total

Sent To
Street or PO City,
Verizon New York, Inc.
140 West Street
20th Floor
New York, NY 10007

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- 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:

Verizon New York, Inc.
140 West Street
20th Floor
New York, NY 10007

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☒ Addressee
C. Date of Delivery 7/23/14
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Certified Mail[®] ☐ Priority Mail Express[™]
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes

62

P



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

TWELVE FOUNTAIN PLAZA, SUITE 400 BUFFALO, NY 14202-2293

RTS
WTF

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

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

02 18 2014	
JUL 18 2014	
ZIP CODE 14201	
MAILED FROM	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Postmark Here	

Total

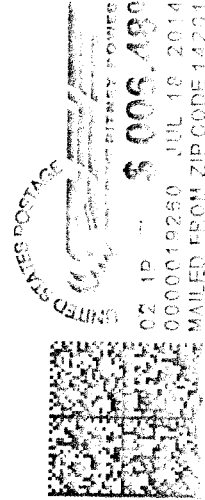
Sent	Niagara Wind Power LLC
Street or PO	85 Wells Ave
City, State, ZIP	Suite 305 Newton, MA 02459
PS Form 3800, August 2005	

See Reverse for Instructions

CERTIFIED MAILTM



7014 0150 0001 1729 8655



Niagara Wind Power LLC
85 Wells Ave
Sui NIXIE
Newton,

015 6E 1009 7207/30/14
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

02459321590 SC: 14202222200 *1513-05425-13-40

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

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

CERTIFIED MAIL 02 1P 0000019260 AUG 05 2014
MAILED FROM ZIP CODE 14201

Postage	02 1P	0000019260	AUG 05 2014
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			

Total Postage

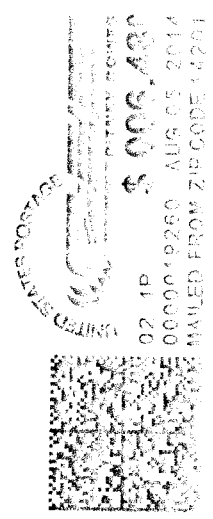
Sent To	Niagara Wind Power LLC
Street, Apt. N or PO Box Nt	c/o Steel Winds Wind Farm
City, State, Zi	1951 Hamburg Turnpike Lackawanna, NY 14218

PS Form 3800, August 2005 See Reverse for Instructions

CERTIFIED MAIL™



7014 0150 0001 1729 9225



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS
TWELVE FOUNTAIN PLAZA, SUITE 400 BUFFALO, NY 14202-2293

Handwritten signature

Niagara Wind Power LLC
c/o Steel Winds Wind Farm
1951 Hamburg
Lackawanna,

145 6E 1009 2208/12/14

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 142022222200 *1113-05804-05-39
1420202222
1421810463

2256 6227 1000 0570 4702