

Honorable Kathleen C. Hochul
County Clerk
Erie County
92 Franklin Street
Buffalo, NY 14202
(716) 858-8865

DATE:12/03/2007
TIME:02:51:23 PM
RECEIPT:449952

PHILLIPS LYTLE/NYS DEC

ITEM -01 785N 02:51:23 PM
CTRL #:2007257181 BK/PG:D11137/9906
DEED SEQ:TT2007009459
ARCELORMITTAL TECUMSEH REDEVELOPMENT I
PEOPLE OF THE STATE OF NEW YORK (THE)
MARKOFF FEE 0.00 0.00
Sub. Total 0.00

AMOUNT DUE: \$.00
TOTAL PAID: \$.00

REC BY:JOY
County Clerk
Have a nice day!

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

THIS INDENTURE made this 16th day of November, 2007, between Owner ArcelorMittal Tecumseh Redevelopment Inc., a Delaware corporation, having an office at 3250 Interstate Drive, Richfield, Ohio 44286 (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 of ensuring the potential 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 Hamburg Turnpike in the City of Lackawanna, Erie County, New York known and designated on the tax map of the County of Erie as tax map parcel, section 141.11, block 1, lot 1.111, being the same as that property conveyed to Grantor by deed on May 6, 2003, and recorded in the Land Records of the Erie County Clerk at page 8953, Liber 11040 of Deeds, comprised of approximately 1075.63 acres, and hereinafter more fully described in Schedule A attached hereto and made a part hereof (the " Real Property Property"); and;

WHEREAS, Grantor seeks to encumber approximately 29.05 acres of Real Property as shown and fully described in Schedule B, and on the survey map as shown on Schedule C, both of which are attached hereto and made a part hereof (the "Controlled Property"); and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this Controlled Property until such

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Environmental Easement/Page 1 of 9

DEC 03 2007

**ERIE COUNTY
CLERK'S OFFICE**

time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Number B9-0723-06-07, Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls 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. The Controlled Property may be used for restricted commercial industrial use as long as the following long-term engineering controls are employed:

- i) Compliance with the Site Management Plan ("SMP") for the implemented remedy;
- (ii) Maintenance of the 12 inch soil cover system and vegetation over the Site;
- (iii) The groundwater beneath the Site cannot be used as a potable water source or for any other use without the prior written permission of the Department;
- (iv) Groundwater monitoring as specified in the SMP;
- (v) In the event that buildings are constructed, a Department approved evaluation of potential sub-slab vapor impacts will be required.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated November 2007 ("SMP"). The SMP describes obligations that 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 on the Controlled Property, 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 Department may change the SMP for the Controlled Property from time to time on the basis of requests or information submitted by Grantor, and modifications in applicable statutes regulations, guidance or site conditions. The

Department reserves a unilateral right to modify the SMP. 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:

Regional Remediation Engineer:
Region 9
NYS Department of Environmental Conservation
270 Michigan Avenue
Buffalo, New York 14203

or:

Site Control Section
Division of Environmental Remediation
NYS Department of Environmental Conservation
625 Broadway
Albany, New York 12233

B. The Controlled Property may not be used for a higher level of use such as unrestricted or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to Article 71 of the Environmental Conservation Law.

D. 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.

E. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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 Controlled Property, including:

1. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest to the Controlled Property by operation of law, by deed, or by indenture, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This environmental easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this environmental easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person intentionally violates this environmental easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or Article 56, Title 5 with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State 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 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: Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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

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

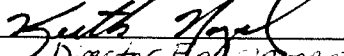
8. Amendment. This environmental easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed 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 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.

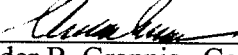
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor's Name: ArcelorMittal Tecumseh Redevelopment Inc.

By: 
Title: Director Environmental Affairs & Real Estate
Date: November 16, 2007

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE
PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department
of Environmental Conservation

by: 
Alexander B. Grannis, Commissioner

Grantor's Acknowledgment

STATE OF OH)
) ss:
COUNTY OF Summit

On the 16th day of November, in the year 2007, before me, the undersigned, personally appeared Keith Nagel, personally known to me who, being duly sworn, did depose and say that he/she resides at 4020 Kinnross Lakes Parkway and that he/she is the DIRECTOR (President or other officer or director or attorney in fact duly appointed) of the ArcelorMittal Tecumseh Redevelopment Inc. corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by the authority of the board of directors of said corporation and that such individual made such appearance before the undersigned in the State of OHIO (insert the State and County and city or other political subdivision in which the acknowledgment is taken) .

Diane J. Bittner
Notary Public

**DIANE J. BITTNER, NOTARY PUBLIC
STATE OF OHIO
RESIDENT SUMMIT COUNTY
MY COMMISSION EXPIRES JAN. 6, 2009**

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 29th day of November, in the year 2007, before me, the undersigned, personally appeared Alexander B. Gramis, 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 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.

Philip J. Lodico
Notary Public - State of New York

**PHILIP J. LODICO
Notary Public, State of New York
No. 02L05038057
Qualified in Albany County
My Commission Expires January 17, 2011**

Schedule A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Hamburg and the City of Lackawanna, County of Erie, State of New York, being part of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, & 25 of the Ogden Gore Tract and part of Lots 23, 24, & 36 of the Buffalo Creek Reservation, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point on the westerly highway boundary of Hamburg Turnpike (66.0 feet wide), said point being 547.89 feet South 19°36'46" East from the intersection of the westerly highway boundary of Hamburg Turnpike (66.0 feet wide) and the northerly line of the City of Lackawanna (also being the southerly line of the City of Buffalo); thence South 19°36'46" East along the westerly highway boundary of Hamburg Turnpike (66.0 feet wide) a distance of 628.41 feet; thence along 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 No. 44 the following twenty (20) courses and distances:

- 1.) South 10°00'07" East a distance of 164.30 feet;
- 2.) South 18°40'45" East a distance of 355.00 feet;
- 3.) South 71°23'35" West a distance of 2.00 feet;
- 4.) South 18°40'45" East a distance of 223.00 feet;
- 5.) South 22°29'36" East a distance of 150.35 feet;
- 6.) South 18°40'45" East a distance of 512.00 feet;
- 7.) South 16°49'53" East a distance of 260.12 feet;
- 8.) South 18°34'20" East a distance of 793.00 feet;
- 9.) South 71°23'35" West a distance of 4.00 feet;
- 10.) South 18°13'24" East a distance of 132.00 feet;
- 11.) North 71°23'35" East a distance of 4.67 feet;
- 12.) South 18°30'00" East a distance of 38.00 feet;
- 13.) South 71°23'35" West a distance of 4.86 feet;
- 14.) South 18°13'24" East a distance of 160.00 feet;
- 15.) South 71°23'35" East a distance of 9.80 feet;
- 16.) South 18°36'25" East a distance of 159.00 feet;
- 17.) South 71°23'35" West a distance of 3.89 feet;
- 18.) South 18°34'20" East a distance of 180.00 feet;
- 19.) South 20°56'05" East a distance of 138.11 feet;
- 20.) South 22°53'55" East a distance of 272.45 feet to a point on the westerly

highway boundary of Hamburg Turnpike;

thence southerly along the westerly highway boundary of Hamburg Turnpike,

South 18°36'25" East, a distance of 2228.31 feet; thence along the westerly

highway boundary of Hamburg Turnpike as appropriated by the New York State

Department of Public Works as shown on Map No. 27 Parcel No. 31 the following two (2) courses and distances:

- 1.) South $16^{\circ}17'25''$ East a distance of 74.93 feet;
- 2.) along a curve to the right having a radius of 1004.74 feet; a chord distance of 228.48 feet along a chord bearing of South $08^{\circ}12'16''$ East, a distance of 228.97 feet to a point on the westerly highway boundary of Hamburg Turnpike; thence southerly along the westerly highway boundary of Hamburg Turnpike, South $4^{\circ}35'35''$ West a distance of 940.87 feet; thence along the westerly highway boundary of Hamburg Turnpike as appropriated by the New York State

Department of Public Works as shown on Map No. 1 Parcel No. 1 and Map No. 5 Parcel No. 7 the following eighteen (18) courses and distances:

- 1.) North $85^{\circ}24'25''$ West a distance of 1.00 feet;
- 2.) South $7^{\circ}01'17''$ West a distance of 170.15 feet;
- 3.) South $5^{\circ}02'54''$ West a distance of 180.00 feet;
- 4.) North $85^{\circ}24'25''$ West a distance of 3.00 feet;
- 5.) South $5^{\circ}02'54''$ West a distance of 260.00 feet;
- 6.) South $5^{\circ}09'11''$ West a distance of 110.00 feet;
- 7.) South $0^{\circ}34'35''$ West a distance of 110.27 feet;
- 8.) South $4^{\circ}50'37''$ West a distance of 220.00 feet;
- 9.) South $4^{\circ}50'37''$ West a distance of 365.00 feet;
- 10.) South $85^{\circ}24'25''$ East a distance of 5.00 feet;
- 11.) South $4^{\circ}06'20''$ West a distance of 67.00 feet;
- 12.) South $6^{\circ}04'35''$ West a distance of 248.08 feet;
- 13.) South $3^{\circ}18'27''$ West a distance of 52.01 feet;
- 14.) South $4^{\circ}55'58''$ West a distance of 133.00 feet;
- 15.) North $85^{\circ}24'25''$ West a distance of 1.00 feet;
- 16.) South $4^{\circ}55'58''$ West a distance of 45.00 feet;
- 17.) North $85^{\circ}24'25''$ West a distance of 7.00 feet;
- 18.) South $4^{\circ}56'12''$ West a distance of 90.00 feet;

to the northerly line of the lands of South Buffalo Railway Company; thence along the lands of South Buffalo Railway Company the following six (6) courses and distances:

- North $86^{\circ}44'25''$ West a distance of 507.02 feet;
North $57^{\circ}07'11''$ West a distance of 2221.31 feet;
North $65^{\circ}32'09''$ West a distance of 84.80 feet;
South $25^{\circ}31'26''$ East a distance of 20.98 feet;
South $18^{\circ}36'49''$ East a distance of 2677.31 feet;
South $13^{\circ}46'25''$ East a distance of 130.09 feet

feet to the northerly line of the lands of Buffalo Crushed Stone, Inc.;

thence North $87^{\circ}13'38''$ West a distance of 2090.0 feet to the shore line of Lake Erie; thence northerly along the shore of Lake Erie and the Patent Line the following forty-three (43) courses and distances:

- 1.) North $16^{\circ}29'53''$ West a distance of 267.84 feet;
- 2.) North $24^{\circ}25'00''$ West a distance of 195.01 feet;

- 3.) North 26°45'00" West a distance of 250.00 feet;
- 4.) North 31°15'00" West a distance of 205.00 feet;
- 5.) North 21°35'00" West a distance of 110.00 feet;
- 6.) North 44°00'53" West a distance of 26.38 feet;
- 7.) North 33°49'18" West a distance of 74.86 feet;
- 8.) North 34°26'26" West a distance of 12.00 feet;
- 9.) North 18°36'25" West a distance of 2596.47 feet;
- 10.) South 71°23'35" West a distance of 58.16 feet;
- 11.) North 16°01'08" West a distance of 70.04 feet;
- 12.) North 49°07'00" West a distance of 79.00 feet;
- 13.) North 19°16'00" West a distance of 425.00 feet;
- 14.) North 16°37'00" West a distance of 285.00 feet;
- 15.) North 25°20'00" West a distance of 360.00 feet;
- 16.) North 33°00'00" West a distance of 230.00 feet;
- 17.) North 32°40'00" West a distance of 310.00 feet;
- 18.) North 27°10'00" West a distance of 130.00 feet;
- 19.) North 23°20'00" West a distance of 315.00 feet;
- 20.) North 18°20'04" West a distance of 302.92 feet;
- 21.) North 20°15'48" West a distance of 387.18 feet;
- 22.) North 14°20'00" West a distance of 530.00 feet;
- 23.) North 16°40'00" West a distance of 260.00 feet;
- 24.) North 28°35'00" West a distance of 195.00 feet;
- 25.) North 18°30'00" West a distance of 170.00 feet;
- 26.) North 26°57'26" West a distance of 239.41 feet;
- 27.) North 23°14'06" West a distance of 65.83 feet;
- 28.) North 31°56'05" West a distance of 85.52 feet;
- 29.) North 33°37'07" West a distance of 84.53 feet;
- 30.) North 30°04'26" West a distance of 97.31 feet;
- 31.) North 18°36'25" West a distance of 191.08 feet;
- 32.) North 00°19'50" East a distance of 24.35 feet;
- 33.) North 06°26'35" West a distance of 81.45 feet;
- 34.) North 11°44'28" West a distance of 463.58 feet;
- 35.) North 2°55'00" West a distance of 170.00 feet;
- 36.) North 6°45'00" West a distance of 240.00 feet;
- 37.) North 0°10'00" East a distance of 465.00 feet;
- 38.) North 2°00'38" West a distance of 378.58 feet to the northerly line of

Letters Patent dated February 21, 1968 and recorded in the Erie County Clerk's Office under Liber 7453 of Deeds at Page 45; thence North 71°23'35" East along the north line of the aforementioned Letters Patent a distance of 154.95 feet to the shore line; thence along the shore line the following six (6) courses and distances:

- 1.) South 80°14'01" East a distance of 119.30 feet;
- 2.) North 46°15'13" East a distance of 47.83 feet;
- 3.) North 59°53'02" East a distance of 53.32 feet;
- 4.) North 38°20'43" East a distance of 27.31 feet;

5.) North 68°12'46" East a distance of 48.67 feet;

6.) North 26°11'47" East a distance of 11.48 feet to the northerly line of the aforementioned Letters Patent; thence along the northerly line of said Letters Patent, North 71°23'35" East a distance of 1755.19 feet; thence South 35°57'25" East a distance of 35.83 feet to a point on the U.S. Harbor Line; thence, North 54°02'35" East along the U.S. Harbor Line a distance of 200.00 feet; thence continuing along the U.S. Harbor Line, North 50°01'45" East a distance of 379.54 feet to the westerly line of the lands of Gateway Trade Center, Inc.; thence along the lands of Gateway Trade Center, Inc. the following twenty-seven (27) courses and distances:

- 1.) South 18°44'53" East a distance of 623.56 feet;
- 2.) South 34°33'00" East a distance of 200.00 feet;
- 3.) South 26°18'55" East a distance of 500.00 feet;
- 4.) South 19°06'40" East a distance of 1074.29 feet;
- 5.) South 28°03'18" East a distance of 242.44 feet;
- 6.) South 18°38'50" East a distance of 1010.95 feet;
- 7.) North 71°20'51" East a distance of 90.42 feet;
- 8.) South 18°49'20" East a distance of 158.61 feet;
- 9.) South 80°55'10" East a distance of 45.14 feet;
- 10.) South 18°04'45" East a distance of 52.13 feet;
- 11.) North 71°07'23" East a distance of 102.59 feet;
- 12.) South 18°41'40" East a distance of 63.00 feet;
- 13.) South 71°07'23" West a distance of 240.62 feet;
- 14.) South 18°38'50" East a distance of 668.13 feet;
- 15.) North 71°28'46" East a distance of 958.68 feet;
- 16.) North 18°42'31" West a distance of 1001.28 feet;
- 17.) South 71°17'29" West a distance of 168.48 feet;
- 18.) North 18°42'31" West a distance of 642.00 feet;
- 19.) North 71°17'37" East a distance of 17.30 feet;
- 20.) North 18°42'31" West a distance of 574.67 feet;
- 21.) North 71°17'29" East a distance of 151.18 feet;
- 22.) North 18°42'30" West a distance of 1156.43 feet;
- 23.) North 71°29'21" East a distance of 569.24 feet;
- 24.) North 18°30'39" West a distance of 314.71 feet;
- 25.) North 70°59'36" East a distance of 386.47 feet;
- 26.) North 18°30'39" West a distance of 70.00 feet;
- 27.) North 70°59'36" East a distance of 400.00 feet to the PLACE OR POINT OF BEGINNING.

Containing 1075.628±Acres.

SCHEDULE B

PROPOSED LEGAL DESCRIPTION - STEEL WINDS I

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF LACKAWANNA, COUNTY OF ERIE, STATE OF NEW YORK, AND BEING PART OF LANDS CONVEYED FROM STATE OF NEW YORK TO BETHLEHEM STEEL CORPORATION BY PATENT FILED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 6321, PAGE 421 AND LIBER, 7453 PAGE 45, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LANDS CONVEYED TO GATEWAY TRADE CENTER, INC. BY DEED FILED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 10808, PAGE 1084, THENCE S 34°-11'-02" W A DISTANCE OF 3132.33 FEET TO THE POINT OF BEGINNING;

THENCE; S 63°-51'-41" W A DISTANCE OF 280.98 FEET TO A POINT;

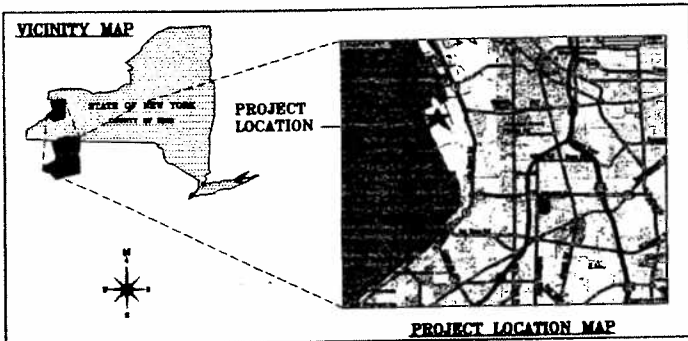
THENCE NORTHERLY THE FOLLOWING 8 COURSES AND DISTANCES;

N 33°-27'-42" W A DISTANCE OF 158.53 FEET;
N 24°-40'-08" W A DISTANCE OF 1277.20 FEET;
N 34°-58'-31" W A DISTANCE OF 723.08 FEET;
N 14°-08'-10" W A DISTANCE OF 1193.79 FEET;
N 26°-21'-40" W A DISTANCE OF 730.34 FEET;
N 15°-21'-05" W A DISTANCE OF 181.12 FEET;
N 23°-05'-50" W A DISTANCE OF 456.11 FEET;
N 11°-57'-53" W A DISTANCE OF 318.99 FEET;

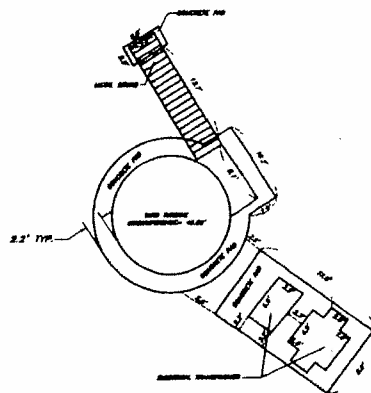
THENCE S 73°-34'-27" E A DISTANCE OF 188.70 FEET TO A POINT;

THENCE SOUTHERLY THE FOLLOWING 7 COURSES AND DISTANCES:

S 07°-00'-50" E A DISTANCE OF 521.68 FEET;
S 44°-46'-08" E A DISTANCE OF 238.74 FEET;
S 31°-10'-02" E A DISTANCE OF 897.05 FEET;
S 21°-07'-50" E A DISTANCE OF 732.68 FEET;
S 12°-34'-12" E A DISTANCE OF 588.41 FEET;
S 35°-40'-28" E A DISTANCE OF 895.22 FEET;
S 24°-58'-58" E A DISTANCE OF 1448.38 FEET TO THE POINT OF BEGINNING,
CONTAINING 28.05 ACRES MORE OR LESS.



TYPICAL WIND TURBINE DETAIL NOT TO SCALE



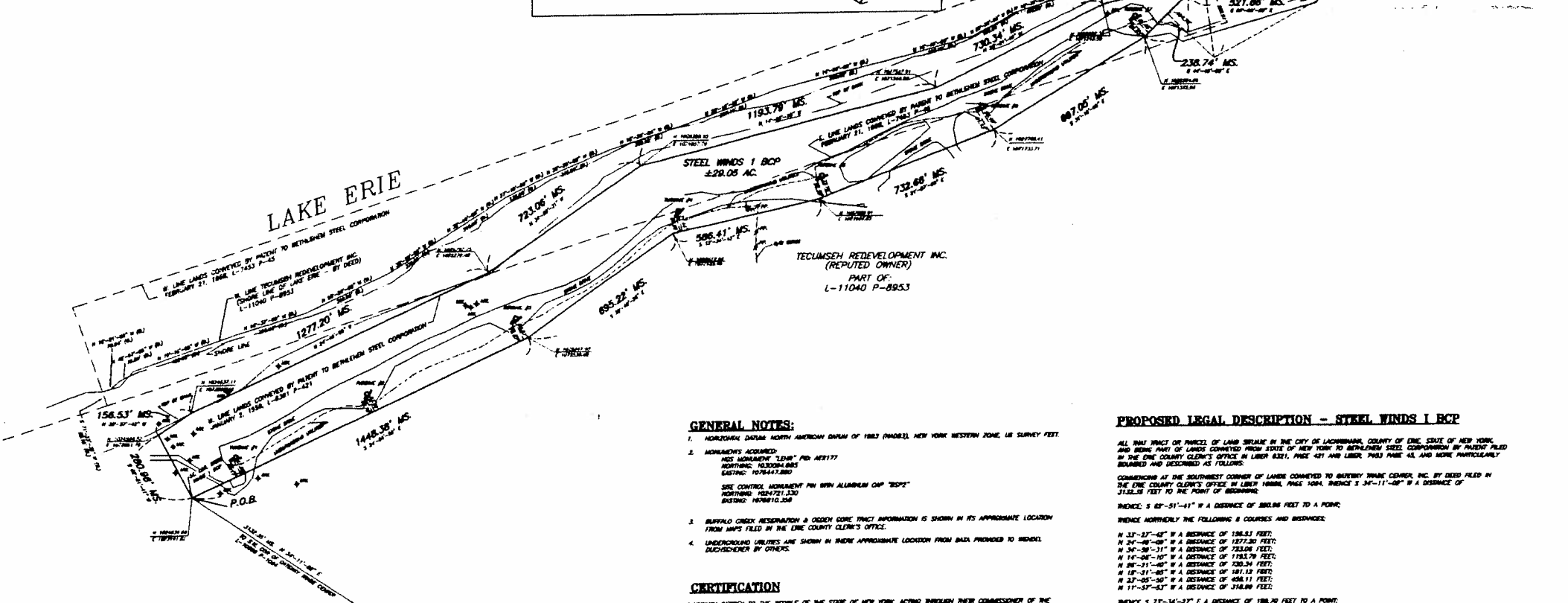
PREPARED FOR:
 BO ENERGY, LLC
 P.O. BOX 338
 20 JON BARRETT RD.
 PATTERSON, NY 12563

CITY OF LACKAWANNA
 COUNTY OF ERIE
 STATE OF NEW YORK

PART OF LANDS CONVEYED
 FROM STATE OF NEW YORK TO
 BETHLEHEM STEEL CORPORATION
 BY PATENT FILED IN THE ERIE
 COUNTY CLERK'S OFFICE IN
 LIBER 6321 PAGE 421 AND LIBER
 7453 PAGE 45



Marshall D. Wilson



GENERAL NOTES:

- HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83), NEW YORK WESTERN ZONE, US SURVEY FEET.
- MONUMENTS ASSUMED:
 MEASUREMENT "LEAD" PIN: A0177
 BENCHMARK: 1030084.843
 EASTING: 107441.880
 SITE CONTROL MONUMENT PIN WITH ALUMINUM CAP "20PT"
 NORTHING: 1024721.330
 DISTANCE: 1076610.568
- BUFFALO CREEK RESERVATION & CADDEN CREEK TRACT INFORMATION IS SHOWN IN ITS APPROPRIATE LOCATION FROM MAPS FILED IN THE ERIE COUNTY CLERK'S OFFICE.
- UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION FROM DATA PROVIDED TO WINDMILL DUCHSCHERER BY OTHERS.

CERTIFICATION

I HEREBY CERTIFY TO THE PEOPLE OF THE STATE OF NEW YORK, ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, THAT THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED, ACTUALLY WAS MADE ON THE GROUND IN ACCORDANCE WITH THE MINIMUM STANDARD REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY DEVELOPED AND ADOPTED BY ALTA AND ACSM'S BY BOOK AND COMPANES AND TABLE "B" THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDESIGNED PLANNED CONVEYANCES THAT IN MY PROFESSIONAL OPINION AS A LAND SURVEYOR REGISTERED IN THE STATE OF NEW YORK, THE RELATIVE ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHADOWS OR INCONSISTENCIES IN AND/OR BOUNDARY LINE CONFLICTS. THE LAND DESCRIBED HEREIN TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS AND THERE ARE VISIBLE DISCREPANCIES ON THE PROPERTY OR UPON ADJACENT LAND ADJUTING SAID PROPERTY.

THIS SURVEY REFLECTS BOUNDARY LINES OF THE LAND, WHICH "CLOSE" BY ROUNDING CALCULATIONS.

SIGNED: *Marshall D. Wilson* DATE: 11/21/07
 MARSHALL D. WILSON P.L.S. 000012

PROPOSED LEGAL DESCRIPTION - STEEL WINDS I BCP

ALL THAT TRACT OR PARCEL OF LAND SITuate IN THE CITY OF LACKAWANNA, COUNTY OF ERIE, STATE OF NEW YORK, AND BEING PART OF LANDS CONVEYED FROM STATE OF NEW YORK TO BETHLEHEM STEEL CORPORATION BY PATENT FILED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 6321, PAGE 421 AND LIBER 7453 PAGE 45, AND MORE PARTICULARLY BOUNDARY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LARGE CONVEYED TO BETHLEHEM STEEL CORPORATION, INC. BY DEED FILED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 7453, PAGE 45, AND BEING THE POINT OF BEGINNING, THENCE S 44°-11'-00" W A DISTANCE OF 318.89 FEET TO THE POINT OF BEGINNING;

THENCE S 62°-51'-41" W A DISTANCE OF 521.05 FEET TO A POINT;

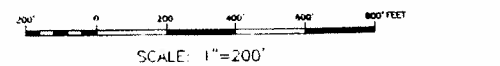
THENCE NORTHERLY THE FOLLOWING 8 COURSES AND DISTANCES:

- N 37°-27'-45" W A DISTANCE OF 181.12 FEET;
- N 24°-49'-08" W A DISTANCE OF 1277.20 FEET;
- N 34°-59'-31" W A DISTANCE OF 733.06 FEET;
- N 14°-04'-10" W A DISTANCE OF 1183.70 FEET;
- N 08°-21'-40" W A DISTANCE OF 730.34 FEET;
- N 12°-31'-00" W A DISTANCE OF 586.41 FEET;
- N 27°-05'-00" W A DISTANCE OF 695.22 FEET;
- N 11°-57'-03" W A DISTANCE OF 318.89 FEET;

THENCE S 73°-34'-27" E A DISTANCE OF 181.12 FEET TO A POINT;

THENCE SOUTHERLY THE FOLLOWING 7 COURSES AND DISTANCES:

- S 07°-40'-00" E A DISTANCE OF 58.16 FEET;
- S 44°-48'-00" E A DISTANCE OF 238.74 FEET;
- S 31°-10'-00" E A DISTANCE OF 697.05 FEET;
- S 21°-40'-00" E A DISTANCE OF 732.68 FEET;
- S 12°-34'-12" E A DISTANCE OF 586.41 FEET;
- S 30°-40'-00" E A DISTANCE OF 695.22 FEET;
- S 24°-50'-00" E A DISTANCE OF 1486.30 FEET TO THE POINT OF BEGINNING, CONTAINING 31.00 ACRES MORE OR LESS.



LEGEND:

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
BT	BETHELMAN	PC	FENCE	P.O.B.	POINT OF BEGINNING
CONC.	CONCRETE	PI	PIPE	N	NORTH
CON	CORNER	LA	LINER	S	SOUTH
D	DEED	ME	MEASURE	E	EAST
ELEV	ELEVATION	PR	PRICE	C	CURT
EX	EXISTING	MR	MONITORING WELL	W	WEST
		OH	OVER HEAD		

SHORE LINE
 TOP OF BANK
 STONE DRIVE
 PREMISES BOUNDARY

STEEL WINDS I BCP
 ALTA/ACSM
 LAND TITLE SURVEY

DATE: 11/21/2007
 SCALE: 1"=200'
 DRAWN: ELS, CHM, CJS
 PROJ. NO.: 2963-08-01/012
 SHEET NO.: