



Department of  
Environmental  
Conservation

## BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☐ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

☒ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

☐ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

Two parcels combined into one parcel with a new SBL# and change owner to BCP Applicant (Lakefront Boulevard, LLC).

Attachment #1: Survey of the parcel combination. Combine 240 and 260 Lakefront Boulevard. Total acreage is 2.43-acres.

Attachment #2: Survey of the BCP Boundary (Note: the size of the BCP Boundary (2.09-acres) is smaller than the new parcel)

**\*Please refer to the attached instructions for guidance on filling out this application\***

<b>Section I. Existing Agreement Information</b>			
BCP SITE NAME: 240 - 260 Lakefront Boulevard		BCP SITE NUMBER: C915340	
NAME OF CURRENT APPLICANT(S): Lakefront Boulevard, LLC			
INDEX NUMBER OF EXISTING AGREEMENT: C915340-01-19 DATE OF EXISTING AGREEMENT: 2/13/19			
<b>Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)</b>			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul>			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Describe Requestor's Relationship to Existing Applicant:			

**Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)**

OWNER'S NAME (if different from requestor) Lakefront Boulevard, LLC

ADDRESS 50 Fountain Plaza, Suite 500

CITY/TOWN Buffalo, NY

ZIP CODE 14202

PHONE 716-631-8000

FAX 716-631-8034

E-MAIL pciminelli@ciminelli.com

OPERATOR'S NAME (if different from requestor or owner) See owner information above

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☐ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☐ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☐ No  
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☐ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☐ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☐ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☐ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☐ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☐ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☐ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☐ No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

☐

**PARTICIPANT**

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☐

**VOLUNTEER**

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

**If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

Requestor's Relationship to Property (check one):

☐

Prior Owner

☐

Current Owner

☐

Potential /Future Purchaser

☐

Other

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? ☐ Yes ☐ No

**Note: a purchase contract does not suffice as proof of access.**

**Section V. Property description and description of changes/additions/reductions (if applicable)**

ADDRESS 240 - 260 Lakefront Boulevard

CITY/TOWN Buffalo

ZIP CODE 14203

TAX BLOCK AND LOT (TBL) (in existing agreement )

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
240 Lakefront Boulevard		110.59	1	4.1	0.888
260 Lakefront Boulevard		110.59	1	3.1	1.189



Check appropriate boxes below:



Changes to metes and bounds description or TBL correction



Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
240 Lakefront Boulevard		110.59	1	3.11	2.09



Reduction of property

Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

**Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.**

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <u>DEC's website</u> for more information. <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
2. Is the property upside down as defined below? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
<b>From ECL 27-1405(31):</b>  "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	
3. Is the project an affordable housing project as defined below? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>	
From 6 NYCRR 375- 3.2(a) as of August 12, 2016:  (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.  (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.  (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.  (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	

## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 240 - 260 Lakefront Boulevard	BCP SITE NUMBER: C915340
NAME OF CURRENT APPLICANT(S): Lakefront Boulevard, LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C915340-01-19	
EFFECTIVE DATE OF EXISTING AGREEMENT: February 13, 2019	

### Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

### Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am (title \_\_\_\_\_) of (entity \_\_\_\_\_); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

\_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am managing member (title) of Lakefront Boulevard, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7-29-19 Signature: 

Print Name: Paul F Ciminelli

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐

**PARTICIPANT**

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☐

**VOLUNTEER**

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

**Effective Date of the Original Agreement:**

**Signature by the Department:**

**DATED:**

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

\_\_\_\_\_  
Michael J. Ryan, P.E., Director  
Division of Environmental Remediation

**SUBMITTAL INFORMATION:**

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

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**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_



**BROWNFIELD CLEANUP PROGRAM (BCP)**  
**INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION**

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement and/or Application. **NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.**

**SECTION II** **NEW REQUESTOR INFORMATION**

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the [NYS Department of State's Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address.

Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

**SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION - only include if new owner/operator or new existing owner/operator information is provided, and highlight new information in form.**

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

**SECTION IV****NEW REQUESTOR ELIGIBILITY INFORMATION**

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

**SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)**

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

Property Address

Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

Tax Parcel Information

Provide the tax parcel/section/block/lot information. If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.



ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:  
BOX 139

Party 1:  
CITY OF BUFFALO URBAN RENEWAL  
AGENCY

Party 2:  
LAKEFRONT BOULEVARD LLC

**Book Type: D Book: 11344 Page: 2108**  
Page Count: 15  
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TT2018020054

Recording Fees:

RECORDING	\$95.00
COE CO \$1 RET	\$1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75
RP5217 CNTY \$9	\$9.00
RP5217 ST-NON RES \$241	\$241.00
MARKOFF FEE	\$0.50

Consideration Amount: 1300000.00

BASIC MT	\$0.00
SONYMA MT	\$0.00
ADDL MT/NFTA	\$0.00
SP MT/M-RAIL	\$0.00
NY STATE TT	\$5,200.00
ROAD FUND TT	\$6,500.00

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**Total: \$12,065.50**

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.

Michael P. Kearns  
Erie County Clerk



RECORD AND RETURN TO:

Box 139

**BARGAIN AND SALE DEED**

THIS INDENTURE, made as of the 10 day of May, 2019

**BETWEEN, The City of Buffalo Urban Renewal Agency**, a public benefit corporation established pursuant to Article 15 and 15A of the General Municipal Law of the State of New York, and having its office at 920 City Hall in the City of Buffalo, County of Erie and State of New York, Grantor, and

**Lakefront Boulevard, LLC**, a limited liability company organized under the laws of the State of New York, having an office for the transaction of business at 50 Fountain Plaza, Suite 500, Buffalo, New York 14202, County of Erie and State of New York, Grantee

WITNESSETH, that the Grantor, in consideration of the sum of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) lawful money of the United States, paid by the Grantee, and pursuant to a Contract for Sale of Land for Private Development by and between the Grantor and the Grantee dated January 24, 2019 and recorded in the Erie County Clerk's Office in Liber 1344 of Deeds at Page 2018 (the "Contract"), does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, all of the Grantor's rights, title interest and claim to the real estate (hereinafter the "Property") 240 and 260 Lakefront Boulevard, legally described in Schedule A attached hereto and made a part hereof. ✓

Together with any easements, party wall agreements and other recorded documents which benefit the above premises.

Also, subject to covenants, easements, restrictions and rights of way of record, if any now in force.

TOGETHER with all right, title and interest, if any, of the Grantor, in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD, the above described premises unto the said Grantee, its successors and assigns forever.

cty Deed-14-1

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

A. The Property is being conveyed by Grantor to Grantee subject to the following covenants and conditions, which shall run with the land constituting the Property and shall be binding upon Grantee and all successors in title to the Property:

1. The covenants and conditions contained in the Environmental Release and Indemnity Agreement set forth on Schedule B attached hereto and made a part hereof.
2. Not discriminate upon the basis of race, color, creed, age, sex or national origin in the sale, lease or rental, or in the use or occupancy of the premises conveyed by this Deed or any improvements erected or to be erected thereon, or any part thereof, this covenant shall remain in effect without limitation as to time.
3. Not effect or execute any agreement, lease, conveyance or other instrument whereby the premises conveyed by this Deed or any part thereof is restricted upon basis of race, creed, color, age, sex or national origin or ancestry in the sale, lease or occupancy thereof.
4. Comply with all State and Local Laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, religion, color, age, sex or national origin in the sale, lease or occupancy of the premises conveyed by this Deed or any part thereof.
5. Commence and complete the construction of the improvements on the premises conveyed by this Deed within the period of time and subject to all terms and conditions provided in the said Contract for the Sale of Land for Private Redevelopment.

B. It is intended and agreed that the covenants set forth above shall be covenants running with the land.

C. This Deed is likewise subject to all terms, conditions, covenants and stipulations set forth in said Contract, between the Grantor and Grantee all of which are deemed to survive the recording of this Deed.



D. Promptly after the completion of the improvements in accordance with the provisions of the Contract relating solely to the obligations of the Grantee to construct the improvements, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Contract and in this Deed with respect to the obligations of the Grantee, its successors and assigns, to construct the improvements. Such certification shall be in such form as will enable it to be recorded in the Erie County Clerk's Office.

E. This conveyance is also made subject to the condition subsequent that in the event of any default, failure, violation, or other action or inaction by the Grantee specified in the aforementioned Contract for Sale of Land for Private Development, failure on the part of the Grantee to remedy, end or abrogate such default, failure, violation, or other action or inaction within the period and in the manner stated, Grantor at its option may declare a termination in favor of the Grantor of the Title, and all of the rights and interests in and to the premises herein conveyed, and that such title and all rights and interests of the Grantee, and any assigns or successors in interest to and in the Property, shall revert to and revest in the Grantor.

F. No provision contained in this indenture imposed upon the Grantee or the breach thereof, shall constitute or give rise to or impose upon the Grantee a pecuniary liability or a charge upon its general credit. All covenants, stipulations, promises, agreements and obligations of the Grantee contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Grantee and not any member, director, officer, employee or agent of the Grantee in his individual capacity, and no recourse shall be had against any member, director, officer, employee or agent of the Grantee.

G. Notwithstanding any other provisions of the Contract for Sale of Land for Private Development or this Deed it is understood and agreed by the Grantee that the City of Buffalo Urban Renewal Agency shall not be obligated to assume or perform any of the Grantee's obligations under the Contract.

THIS CONVEYANCE is made pursuant to a duly adopted resolution of the City of Buffalo Urban Renewal Agency, Item No. 4a of the Agency Meeting of October 25, 2018 and also pursuant to a duly adopted resolution of the Common Council of the City of Buffalo, Item 18-1964 of the Common Council Proceedings of November 16, 2018.

IN WITNESS WHEREOF, the City of Buffalo Urban Renewal Agency has caused these presents to be executed and its Corporate Seal to be hereunto affixed, the day and first year above written.

APPROVED  
AS TO FORM ONLY

General Counsel  
City of Buffalo Urban Renewal Agency  
By: [Signature]

CITY OF BUFFALO URBAN RENEWAL AGENCY

[Signature: Donna J. Estrich]  
DONNA J. ESTRICH, COMMISSIONER  
Administration, Finance, Policy and Urban Affairs

STATE OF NEW YORK :  
COUNTY OF ERIE :SS:  
CITY OF BUFFALO

On the 27th day of March, 2019, before me, the undersigned, personally appeared Donna J. Estrich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**RISE F. GELLER ALONGI**  
Commissioner of Deeds  
In and for the City of Buffalo,  
County of Erie, New York  
My Commission Expires December 31, 2020

[Signature: Rise F. Geller Alongi]  
Notary Public/Commissioner of Deeds

This Deed is given to the Grantee conditioned upon the agreement by the Grantee to all of the covenants and conditions contained in this Deed and the Release Agreement attached hereto and made a part hereof as Schedule B. Grantee evidences its agreement to the foregoing by signing below.

LAKEFRONT BOULEVARD, LLC

By: \_\_\_\_\_  
Paul F. Ciminelli, President and CEO

State of New York :  
County of Erie :SS:  
City of Buffalo

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned personally appeared Paul F. Ciminelli personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she (they) executed the same in his/her (their) capacity (capacities), and that by his/her (their) signature(s) on the instrument, the individual(s), or the person upon whose behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public/Commissioner of Deeds



IN WITNESS WHEREOF, the City of Buffalo Urban Renewal Agency has caused these presents to be executed and its Corporate Seal to be hereunto affixed, the day and first year above written.

CITY OF BUFFALO URBAN RENEWAL AGENCY

DONNA J. ESTRICH, COMMISSIONER  
Administration, Finance, Policy and Urban Affairs

STATE OF NEW YORK :  
COUNTY OF ERIE :SS.:  
CITY OF BUFFALO

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared Donna J. Estrich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

Notary Public/Commissioner of Deeds

This Deed is given to the Grantee conditioned upon the agreement by the Grantee to all of the covenants and conditions contained in this Deed and the Release Agreement attached hereto and made a part hereof as Schedule B. Grantee evidences its agreement to the foregoing by signing below.

LAKEFRONT BOULEVARD, LLC

By:   
Paul F. Ciminelli, President and CEO

State of New York :  
County of Erie :SS:  
City of Buffalo

On the 27<sup>th</sup> day of March, 2019, before me, the undersigned personally appeared Paul F. Ciminelli personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she~~ (they) executed the same in his/~~her~~ (their) capacity (~~capacities~~), and that by his/~~her~~ (their) signature(s) on the instrument, the individual(s), or the person upon whose behalf of which the individual(s) acted, executed the instrument.

  
Notary Public/Commissioner of Deeds

KATHLEEN A. GUENTHER #01GU4078182  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
My Commission Expires August 31, 2022

**Schedule "A"**

**LEGAL DESCRIPTION**

**240 Lakefront – Tax Map SBL #110.59-1-4.1**

**260 Lakefront – Tax Map SBL #110.59-1-3.1**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York and being part of New York State Mile Strip Reserve Lots 5 and 14 and also being part of Sublots 19 and 20 as shown on a map of Waterfront Village Part II, a copy of which is filed in the Erie County Clerk's Office under Map Cover 2433, bounded and described as follows:

BEGINNING at the point of intersection of the southwesterly bounds of Lakefront Boulevard (60.00 feet wide) with the westerly bounds of Ojibwa Circle (60.0 feet wide);

THENCE S 22° 48' 28" E along a westerly bounds of Ojibwa Circle a distance of 41.61 feet to an angle therein;

THENCE S 21° 03' 33" W along the westerly bounds of Ojibwa Circle a distance of 161.84 feet;

THENCE N 68° 56' 27" W a distance of 144.0 feet;

THENCE N 39° 21' 04" W a distance of 26.10 feet;

THENCE N 50° 48' 32" E a distance of 73.0 feet;

THENCE N 39° 11' 28" W a distance of 126.0 feet;

THENCE S 55° 22' 10" W parallel with the southeasterly line of Sublot 20 and 10.0 feet south therefrom measured at right angles thereto a distance of 318.75 feet to a point in the southwesterly bounds of Sublot 19;

THENCE N 39° 01' 22" W along the southwesterly line of Sublots 19 and 20 a distance of 120.03 feet;

THENCE the following courses and distances through Sublot 20:

1. N 50° 58' 38" E a distance of 183.0 feet;

2. S 39° 01' 22" E a distance of 10.0 feet;

3. N 50° 58' 38" E a distance of 70.0 feet;
4. S 39° 01' 22" E a distance of 15.0 feet;
5. N 50° 58' 38" E a distance of 83.0 feet;
6. N 39° 01' 22" W a distance of 30.0 feet;
7. N 50° 58' 38" E a distance of 148.58 feet to a point in the southwesterly bounds of Lakefront Boulevard;

THENCE S 36° 07' 00" E along the southwesterly bounds of Lakefront Boulevard a distance of 306.28 feet to the POINT OF BEGINNING, containing 105,657 square feet, 2.425 acres, be the same, more or less.



**Schedule "B"**

**Environmental Release and Indemnity Agreement**

This Release and Indemnity Agreement is given by Lakefront Boulevard, LLC, 50 Fountain Plaza, Suite 500, Buffalo, New York 14202 (hereinafter "Grantee") to the City of Buffalo Urban Renewal Agency (hereinafter "Agency") as a condition to the delivery of, and as a material part of a Bargain and Sale Deed, with Covenants against Grantor's Acts, to certain improved real property known as 240 and 260 Lakefront Boulevard located in the City of Buffalo (the "Property").

**I. RELEASE AND INDEMNITY PROVISION:** Grantee covenants and agrees at its sole cost and expense, to defend, release and save harmless Agency and its officers, employees, directors, agents and representatives from and against any and all damages, losses, charges, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses, including without limitation, all attorneys' and experts' fees, costs of investigation, monitoring, remedial response, removal, restoration or permanent acquisition of any kind whatsoever, which may now or in the future be undertaken, suffered, paid, awarded, assessed, imposed, asserted or otherwise incurred by Grantee, individually or collectively, at any time resulting from or arising out of:

(a) the past, present or future presence, Release (as herein defined) or threatened Release of any Hazardous Substances, (as defined hereinafter) including but not limited to petroleum or any petroleum based substances, in, on, above or under the Property or migrating to parcels now or hereafter owned by Grantee;

(b) any personal injury, wrongful death, or property or other damages arising under any statutory, common law or tort law theory, arising out of, or related to, the remediation of the Property or parcels now or hereafter owned by Grantee;

(c) Grantee's failure to promptly undertake and/or diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and/or other remedial actions with respect to a release or threat of release of any hazardous substance, including but not limited to petroleum or petroleum based products, on, at or from the Property or migrating off the Property to any and all other locations off-site;

(d) human exposure to any Hazardous Substance, including but not limited to petroleum or petroleum based products, noises, noxious fumes, vibrations, or nuisances of whatever kind from any condition on the Property



resulting from Hazardous Substance, or the ownership, use, operation, sale, transfer or conveyance thereof;

(e) a violation of any applicable state or federal statute or regulation with respect to any condition now or hereafter existing on the Property;

(f) any investigation, prosecution, enforcement, action, suit, request to negotiate or consent order or other action by any governmental body or office, including but not limited to the New York Department of Environmental Conservation ("DEC") or the United States Environmental Protection and Agency ("EPA") or any other Federal, State or local government agency with jurisdiction for Hazardous Substance related in any manner whatsoever to the Property;

(g) any and all costs incurred in connection with any clean-up, removal, and/or investigation of Hazardous Substance or environmental contamination deposited on or into the Property or migrating therefrom, whether from on or off site, for which legal requirements mandate be cleaned up at, or removed from, the Property or any other property contaminated from the migration of Hazardous Substances off-site.

(h) The release of Agency hereunder shall in no way be limited, abridged, impaired or otherwise affected by the following:

- i. the release of Grantee, the Agency and or any other person from the performance or observance of this agreement by operation of law, Agency's voluntary acts or otherwise;
- ii. the invalidity or unenforceability of any of the terms or provisions of any of the Property purchase documents and or related documents;
- iii. any applicable statute of limitations;
- iv. any investigation or inquiry conducted by or on behalf of the Agency or any other indemnitee (and or releasee) or any information which Agency or any other indemnitee (and or releasee) may have or obtain with respect to the environmental or ecological condition of the Property;
- v. the sale, transfer or conveyance of all or part of the Property;
- vi. the release or discharge in whole or in part of Grantee in any bankruptcy, insolvency, reorganization, arraignment, readjustment, composition, liquidation or similar proceeding or;
- vii. any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Grantee.

(I) Grantee, and its representatives, agents, employees, successors, predecessors and or assigns, shall be precluded now and in the future from asserting any and all claims (whether direct claims, cross-claims, third-party claims, defenses, counter-claims or other types of claims) against Agency, individually or collectively, including any claims under (without limitation) the Resource Conservation and Recovery Act, the Oil Pollution Act, the Clean Air Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the New York State Environmental Conservation Law, and or the New York State Navigation Law.

**II. REPRESENTATIONS AND WARRANTIES:** Agency makes no representations or warranties with respect to the past, present or future presence, Release or threatened Release of any Hazardous Substances, including but not limited to petroleum or any petroleum based substances, in, on, above or under the Property, and/or migrating off the Property to any and all other locations off-site. Agency makes no representations or warranties as to any past, present or threatened non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon.

**III. GRANTEE ACKNOWLEDGEMENTS:** GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE AGENCY CONVEYS ITS INTEREST IN THE PROPERTY TO GRANTEE AND THAT GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS" AND THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM GRANTEE, NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR BROKER OF AGENCY AS TO ANY MATTER WHATSOEVER CONCERNING THE PROPERTY INCLUDING, BUT NOT BY WAY OF LIMITATION: (i) the quality, nature habitability, merchantability, use, operation value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, appurtenances, access, landscaping, parking, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and/or groundwater, (ii) the dimensions or lot size of the Property, (iii) the development or income potential, or rights of or relating to, the Property, or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any Federal, State or local governmental authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act), (vi) the ability of Grantee to obtain any necessary governmental approvals, licenses or permits for Grantee's intended



use or development of the Property, (vii) the presence or absence of Hazardous Substance on, in, under, above or about the Property, (viii) the quality of any labor or materials used in any improvements, (ix) the condition of title to the Property, (x) Agency's ownership of the Property or any portion thereof, or the Agency's use thereof, or (xi) the economics of or the income and expenses, revenue or expense projections or other financial matters, relating to, the operation of the Property. Without limiting the generality of the foregoing, Grantee expressly acknowledges and agrees that Grantee is not relying upon any representation or warranty of Agency, nor any officer, employee, attorney, agent or broker of Agency, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Grantee. Grantee further acknowledges and agrees that Agency is under no duty to make any inquiry regarding any matter that may not be readily known by Agency and or by any officer, employee, attorney, agent or broker of Agency. This section and all provisions of this Agreement shall survive the delivery, acceptance and or recordation of the deed to which this Agreement is attached.

Any reports, repairs or work required by Grantee are the sole responsibility of Grantee, and Grantee agrees that there is no obligation on the part of Agency to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer. Grantee, at Grantee's sole cost and expense, shall be responsible for obtaining any permits necessary for use of the Property and shall also be responsible for any repairs or alterations necessary for same, all at Grantee's sole cost and expense.

Grantee agrees to remediate any and all contamination deposited on to or into the Property or migrating therefrom as may be directed by any governing regulating agencies, including, but not limited to the DEC and/or EPA.

By executing this Release and Indemnity Agreement, Grantee acknowledges that Grantee has had the right and a full opportunity to conduct any testing or other investigation of the Property and has fully availed itself of such right or has otherwise waived such right and opportunity.

**IV. DEFINITIONS:** As used in this Agreement, the following terms shall have the following meanings:

**"Hazardous Substance"** means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous waste, hazardous or toxic substances and any other material defined as a hazardous substance in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 et seq.; The Resource Conservation and Recovery



Act, as amended, 42 U.S.C. § 6901 et seq.; Articles 15 and 27 of the New York State Environmental Conservation Law or any other federal, state, or local law, regulation, rule, ordinance, by-law, policy, guidance, procedure, interpretation, decision, order, or directive, whether existing as of the date hereof, previously enforced or subsequently enacted.

**"Environmental Law"** means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment. The term "Environmental Law" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act, the Clean Water Act; the Clean Air Act, the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "Environmental Law" also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law; conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

**"Release"** with respect to any Hazardous Substance includes but is not limited to any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances. Release shall also have the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., and the regulations promulgated thereunder and Articles 15 and 27 of the New



York State Environmental Conservation Law, and the regulations promulgated thereunder.

"Remediation" includes but is not limited to any response, remedial, removal, or corrective action; any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance; any actions to prevent, cure or mitigate any Release of any Hazardous Substance; any action to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances or to anything referred to herein.

"Legal Action" means any claim, suit or proceeding, whether administrative or judicial in nature.

"Loss or Losses" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including but not limited to strict liabilities), obligations, debts, diminution in value, fines, penalties, charges, costs of Remediation (whether or not performed voluntarily), amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, engineers' fees, environmental consultants' fees, and investigation costs (including but not limited to costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards to the extent recoverable at law or in equity.

"Fines" or "Penalties" means any levy imposed by a governmental body or office, including but not limited to the DEC or EPA, authorized by statute or regulation, that is not, directly or indirectly, compensation for, or reimbursement of, any actual cost incurred, liability imposed, or loss sustained by said governmental body or office or any other party. It is specifically understood that "fines" or "penalties" are levies imposed as a punitive or deterrent measure and do not include any other type of loss, except as otherwise defined by statute or regulation.

**V. THESE PROVISIONS TO RUN WITH THE LAND AND IMPROVEMENTS**  
All of the provisions contained in this Release and Indemnity Agreement shall run with the land and improvements constituting the Property and shall be binding

upon Grantee and all its successors and assigns as well as upon subsequent purchasers or owners of the Property.

LAKEFRONT BOULEVARD, LLC



BY: Paul F. Ciminelli

TITLE: President and CEO

DATE: 5/10/19

State of New York :  
County of Erie : SS  
City of Buffalo

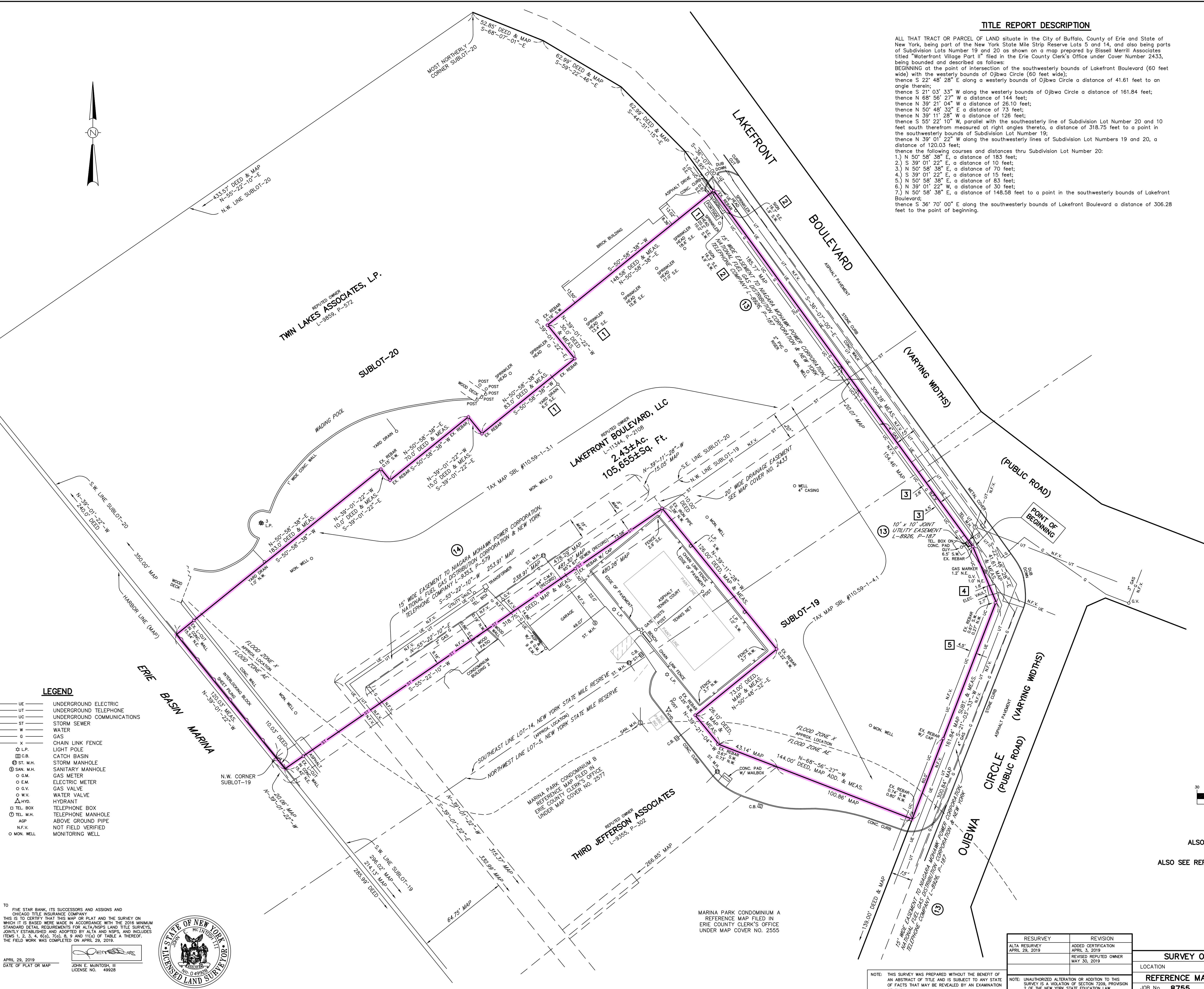
On the 27<sup>th</sup> day of March, 2019, before me, the undersigned personally appeared Paul F. Ciminelli personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she (they) executed the same in his/her (their) capacity (capacities), and that by his/her (their) signature(s) on the instrument, the individual(s), or the person upon whose behalf of which the individual(s) acted, executed the instrument.



Notary Public/Commissioner of Deeds

KATHLEEN A. GUENTHER #01GU4675162  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
My Commission Expires August 31, 2022





TITLE REPORT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie and State of New York, being part of the New York State Mile Strip Reserve Lots 5 and 14, and also being parts of Subdivision Lots Number 19 and 20 as shown on a map prepared by Bissell Merrill Associates titled "Waterfront Village Part II" filed in the Erie County Clerk's Office under Cover Number 2433, being bounded and described as follows:  
BEGINNING at the point of intersection of the southwesterly bounds of Lakefront Boulevard (60 feet wide) with the westerly bounds of Ojibwa Circle (60 feet wide);  
thence S 22° 48' 28" E along a westerly bounds of Ojibwa Circle a distance of 41.61 feet to an angle therein;  
thence S 21° 03' 33" W along the westerly bounds of Ojibwa Circle a distance of 161.84 feet;  
thence N 68° 56' 27" W a distance of 144 feet;  
thence N 39° 21' 04" W a distance of 26.10 feet;  
thence N 50° 48' 32" E a distance of 73 feet;  
thence N 39° 11' 28" W a distance of 128 feet;  
thence S 55° 22' 10" W, parallel with the southeasterly line of Subdivision Lot Number 20 and 10 feet south therefrom measured at right angles thereto, a distance of 318.75 feet to a point in the southwesterly bounds of Subdivision Lot Number 19;  
thence N 39° 01' 22" W along the southwesterly lines of Subdivision Lot Numbers 19 and 20, a distance of 120.03 feet;  
thence the following courses and distances thru Subdivision Lot Number 20:  
1.) N 50° 58' 38" E, a distance of 183 feet;  
2.) S 39° 01' 22" E, a distance of 10 feet;  
3.) N 50° 58' 38" E, a distance of 70 feet;  
4.) S 39° 01' 22" E, a distance of 15 feet;  
5.) N 50° 58' 38" E, a distance of 83 feet;  
6.) N 39° 01' 22" W, a distance of 30 feet;  
7.) N 50° 58' 38" E, a distance of 148.58 feet to a point in the southwesterly bounds of Lakefront Boulevard;  
thence S 36° 70' 00" E along the southwesterly bounds of Lakefront Boulevard a distance of 306.28 feet to the point of beginning.

NOTES

- SBL - CITY OF BUFFALO TAX MAP NOS. 110.59-1-3.1 & 4.1
- FOR TOPOGRAPHICAL INFORMATION SEE MAP PREPARED BY McINTOSH & McINTOSH, P.C. DATED OCTOBER 20, 2016 AND IDENTIFIED AS JOB NO. 8755-A.
- REFERENCE MAP: SURVEY MAP PREPARED BY GPI ENGINEERING & SURVEYING, LLP DATED APRIL 2015 AND IDENTIFIED AS JOB NO. 5278
- PREMISES LOCATED IN ZONES X & AE COMMUNITY PANEL NO. 360230 0020 D, EFFECTIVE DATE SEPTEMBER 26, 2008.
- PREMISES IS ZONED - D-R RESIDENTIAL CAMPUS  
SETBACK REQUIREMENTS:  
FRONT YARD (MIN) - 0 FEET  
CORNER SIDE YARD (MIN) - 0 FEET  
INTERIOR SIDE YARD (MIN) - 0 FEET  
REAR YARD (MIN) - 0 FEET  
BUILDING HEIGHT (MAX) - 3 STORIES  
STORY HEIGHT (MIN/MAX) - 0' / 4'  
LOT COVERAGE:  
BUILDING COVERAGE (MAX) - 80%  
IMPERVIOUS COVERAGE (MAX) - 90%

NOTES CORRESPONDING TO SCHEDULE B

"CHICAGO TITLE INSURANCE COMPANY TITLE NO. 18135514EC"  
DATED DECEMBER 5, 2018

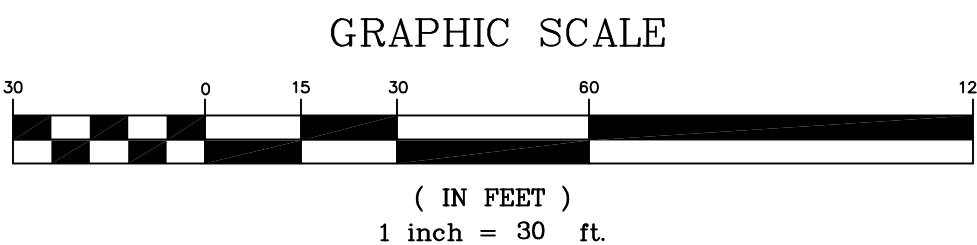
- Easement granted to Niagara Mohawk Power Corporation, National Fuel Gas Distribution Corporation and New York Telephone Company by instrument dated July 14, 1980, and recorded July 21, 1980, in Liber 8926 of Deeds, at page 187. Affects surveyed premises and is plotted herein.
- Easement granted to Niagara Mohawk Power Corporation, National Fuel Gas Distribution Corporation and New York Telephone Company by instrument dated May 10, 1984, and recorded July 19, 1984, in Liber 9353 of Deeds, at page 579. Affects surveyed premises and is plotted herein.

STATEMENT OF ENCROACHMENTS

- A LINE OF 5 SPRINKLER HEADS LOCATED ALONG THE NORTHWEST LINE OF THE SURVEYED PREMISES, ON THE SOUTHWEST SIDE OF LAKEFRONT BOULEVARD, STARTING NEAR AT THE NORTHEAST CORNER OF THE SURVEYED PREMISES, ENCOACHES 20.2' SOUTHWEST ONTO THE SURVEYED PREMISES. THE FIFTH SPRINKLER HEAD IN THE LINE OF SPRINKLER HEADS ALONG THE NORTHWEST LINE OF THE SURVEYED PREMISES ENCOACHES 13.4' SOUTHEAST ONTO THE SURVEYED PREMISES.
- A YARD DRAIN LOCATED ALONG THE SAME NORTHWEST LINE OF THE SURVEYED PREMISES, 169'± SOUTHWEST OF LAKEFRONT BOULEVARD, ENCOACHES 6.5' SOUTHEAST ONTO THE SURVEYED PREMISES.
- THE SOUTHEAST CORNER OF A SIGN STRUCTURE (PORTSIDE) LOCATED ON THE SOUTHWEST SIDE OF LAKEFRONT BOULEVARD, AT THE NORTHEAST CORNER OF THE SURVEYED PREMISES, ENCOACHES 16.7' SOUTHEAST & 1.9' SOUTHWEST ONTO THE SURVEYED PREMISES. THE SOUTHWEST CORNER OF THE SAME SIGN STRUCTURE ENCOACHES 16.3' SOUTHEAST & 4.9' SOUTHWEST ONTO THE SURVEYED PREMISES.
- A 4" UNDERGROUND GAS LINE, LOCATED ALONG THE SOUTHWEST SIDE OF LAKEFRONT BOULEVARD, ENCOACHES 2.8' SOUTHWEST ONTO THE SURVEYED PREMISES. AN UNDERGROUND COMMUNICATIONS LINE, ALSO LOCATED ALONG THE SOUTHWEST SIDE OF LAKEFRONT BOULEVARD, ENCOACHES 4.5' SOUTHWEST ONTO THE SURVEYED PREMISES.
- AN ELECTRIC VAULT LOCATED AT THE INTERSECTION OF LAKEFRONT BOULEVARD AND OJIBWA CIRCLE ENCOACHES 1.6' WEST AT ITS NORTHWEST CORNER AND 2.7' WEST AT ITS SOUTHWEST CORNER ONTO THE SURVEYED PREMISES.
- AN UNDERGROUND COMMUNICATIONS LINE, LOCATED ALONG THE NORTHWEST SIDE OF OJIBWA CIRCLE, ENCOACHES 4.5' NORTHWEST ONTO THE SURVEYED PREMISES.

SCHEDULE OF PARKING

NO PARKING SPACES ON SITE



ALSO BEING PART OF LOTS 19 & 20, WATERFRONT VILLAGE, PART II, WATERFRONT REDEVELOPMENT PROJECT AREA "A"  
ALSO SEE REFERENCE MAPS FILED IN E.C.C.O. UNDER MAP COVER NOS.-2555 & 2577

240 & 260 LAKEFRONT BOULEVARD  
ALTA/NSPS LAND TITLE SURVEY

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ALL RIGHTS RESERVED

McINTOSH & McINTOSH, P.C.  
CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS  
429 PINE STREET, LOCKPORT, NEW YORK 14094  
PHONE 433-2535 PHONE 625-8360

SURVEY OF PART OF LOTS-5 & 14, NEW YORK STATE MILE RESERVE

CITY OF BUFFALO, ERIE COUNTY, NEW YORK

REFERENCE MAP FILED IN E.C.C.O. UNDER MAP COVER NO. 2433

JOB No. 8755 SCALE: 1"= 30' DATE: OCTOBER 20, 2016

DRAWN: MAS  
COMP: JEM, III  
DESC: CADFILE  
DATE: 8/25/2019

- LEGEND
- UE UNDERGROUND ELECTRIC
  - UT UNDERGROUND TELEPHONE
  - UC UNDERGROUND COMMUNICATIONS
  - ST STORM SEWER
  - W WATER
  - G GAS
  - CL CHAIN LINK FENCE
  - LP LIGHT POLE
  - CB CATCH BASIN
  - ST M.H. STORM MANHOLE
  - SAN. M.H. SANITARY MANHOLE
  - G.M. GAS METER
  - E.M. ELECTRIC METER
  - G.V. GAS VALVE
  - W.V. WATER VALVE
  - HYD. HYDRANT
  - TEL. BOX TELEPHONE BOX
  - TEL. M.H. TELEPHONE MANHOLE
  - APR ABOVE GROUND PIPE
  - N.F.V. NOT FIELD VERIFIED
  - MON. WELL MONITORING WELL

TO FIVE STAR BANK, ITS SUCCESSORS AND ASSIGNS AND CHICAGO TITLE INSURANCE COMPANY  
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 8, 9 AND 11(c) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 28, 2019.

APRIL 29, 2019  
DATE OF PLAT OR MAP

JOHN E. McINTOSH, III  
LICENSE NO. 49928



MARINA PARK CONDOMINIUM A  
REFERENCE MAP FILED IN  
ERIE COUNTY CLERK'S OFFICE  
UNDER MAP COVER NO. 2555

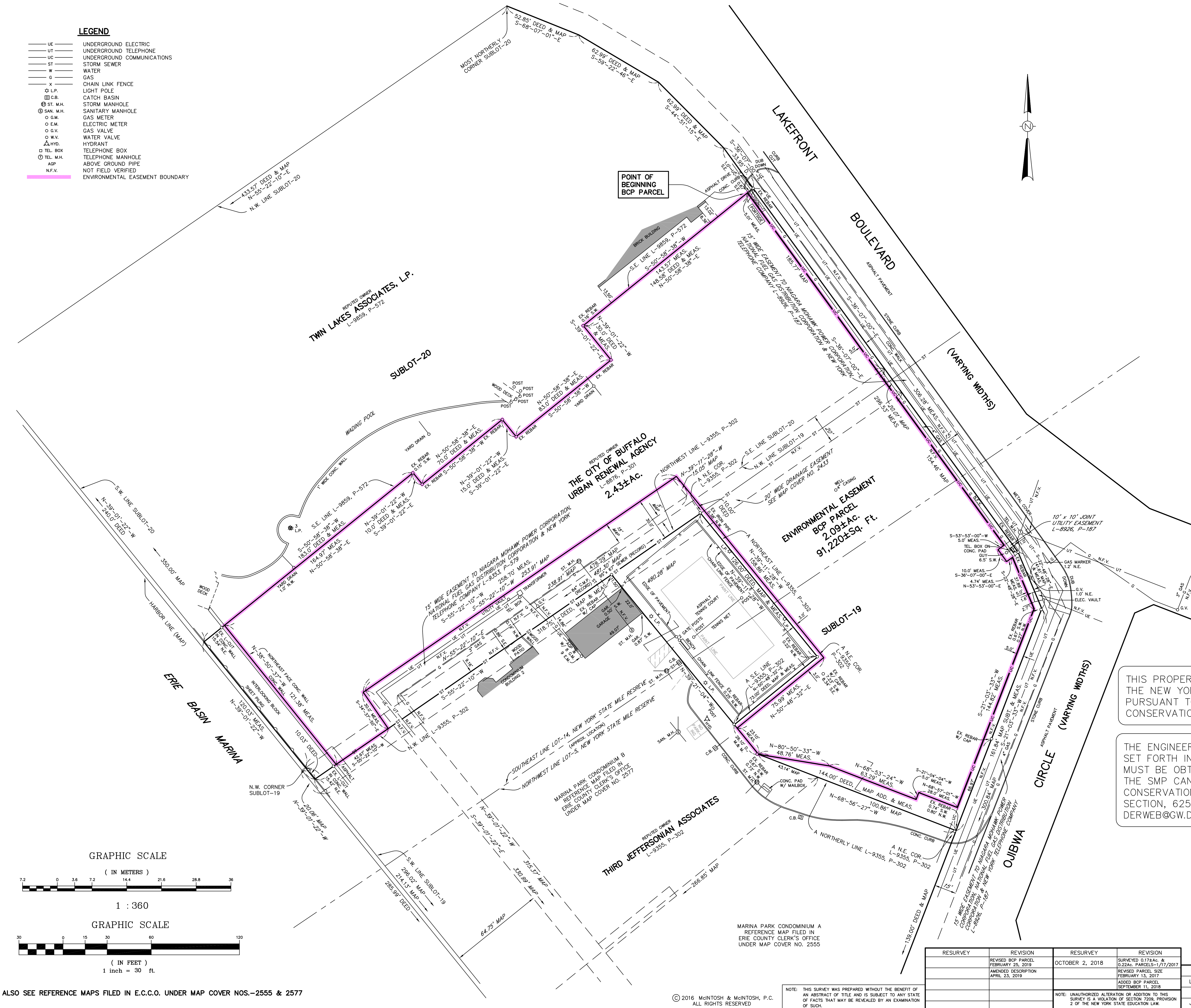
NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.



## LEGEND

—UE—	UNDERGROUND ELECTRIC
—UT—	UNDERGROUND TELEPHONE
—UC—	UNDERGROUND COMMUNICATIONS
—ST—	STORM SEWER
—W—	WATER
—G—	GAS
—X—	CHAIN LINK FENCE
○ L.P.	LIGHT POLE
⊕ C.B.	CATCH BASIN
⊕ S.M.H.	STORM MANHOLE
⊕ S.M.H.	SANITARY MANHOLE
○ G.M.	GAS METER
○ E.M.	ELECTRIC METER
○ G.V.	GAS VALVE
○ W.V.	WATER VALVE
△ H.Y.D.	HYDRANT
□ TEL. BOX	TELEPHONE BOX
⊕ TEL. M.H.	TELEPHONE MANHOLE
AP	ABOVE GROUND PIPE
N.F.V.	NOT FIELD VERIFIED
—	ENVIRONMENTAL EASEMENT BOUNDARY

THE CITY OF BUFFALO URBAN RENEWAL AGENCY  
ENVIRONMENTAL EASEMENT AREA DESCRIPTION  
NYS DEC BCP SITE NO. C915340

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Buffalo, County of Erie, State of New York, and being part of Lots 5 and 14 of the New York State Mile Reserve and also being part of Sublots 19 and 20 as shown on a map prepared by Bissell Merrill Associates titled "Waterfront Village Part II" as filed in the Erie County Clerk's Office under Map Cover No. 2433, bounded and described as follows:

BEGINNING AT A POINT on the southeast line of lands conveyed to Twin Lakes Associates, L.P. by deed recorded in the Erie County Clerk's Office in Liber 9858 of Deeds at Page 572 at a distance of 5.01 feet southwesterly measured along the southeast line of said Twin Lakes Associates, L.P. lands, from its intersection with the southwest line of Lakefront Boulevard;

RUNNING THENCE: S-36°-07'-00"-E, parallel with the southwest line of Lakefront Boulevard and 5.0 feet southwesterly therefrom as measured at right angles thereto, a distance of 296.53 feet to a point;

RUNNING THENCE: S-53°-53'-00"-W, a distance of 5.0 feet to a point;

RUNNING THENCE: S-36°-07'-00"-E, a distance of 10.0 feet to a point;

RUNNING THENCE: S-22°-48'-28"-E, parallel with the southwest line of Lakefront Boulevard and 5.0 feet southwesterly therefrom as measured at right angles thereto, a distance of 37.89 feet to a point;

RUNNING THENCE: S-21°-03'-33"-W, parallel with the northwest line of Ojibwa Circle and 5.0 feet northwesterly therefrom as measured at right angles thereto, a distance of 144.82 feet to a point;

RUNNING THENCE: N-68°-57'-01"-W, a distance of 28.0 feet to a point;

RUNNING THENCE: S-21°-04'-04"-W, a distance of 5.0 feet to a point;

RUNNING THENCE: N-68°-53'-24"-W, a distance of 63.29 feet to a point;

RUNNING THENCE: N-80°-50'-33"-W, a distance of 48.76 feet to a point on a northerly line of lands conveyed to Third Jefferson Associates by deed recorded in the Erie County Clerk's Office in Liber 9355 of Deeds at Page 302;

RUNNING THENCE: N-39°-21'-04"-W, along a northerly line of said Third Jefferson Associates, a distance of 23.10 feet to a point;

RUNNING THENCE: N-50°-48'-32"-E, parallel with a southeast line of said Third Jefferson Associates lands and 3.0 feet southeasterly therefrom as measured at right angles thereto, a distance of 75.99 feet to a point;

RUNNING THENCE: N-39°-11'-28"-W, parallel with a northeast line of said Third Jefferson Associates lands and 3.0 feet northeasterly therefrom as measured at right angles thereto, a distance of 158.86 feet to a point;

RUNNING THENCE: S-55°-22'-10"-W, parallel with the northwest line of said Third Jefferson Associates lands and 30.0 feet northwesterly therefrom as measured at right angles thereto, a distance of 258.70 feet to a point;

RUNNING THENCE: S-34°-37'-50"-E, a distance of 30.0 feet to a point on the northwesterly line of said Third Jefferson Associates lands;

RUNNING THENCE: S-55°-22'-10"-W, along the northwest line of said Third Jefferson Associates lands, a distance of 42.97 feet to a point on the northeast face of a concrete wall;

RUNNING THENCE: N-38°-50'-37"-W, along the northeast face of said concrete wall, a distance of 121.38 feet to a point on the southeast line of said Twin Lakes Associates, L.P. lands;

RUNNING THENCE: The following seven (7) courses and distances along the southeast line of said Twin Lakes Associates, L.P. lands:

1. N-50°-58'-38"-E, a distance of 164.97 feet to an angle point therein;
2. S-39°-01'-22"-E, a distance of 10.0 feet to an angle point therein;
3. N-50°-58'-38"-E, a distance of 70.0 feet to an angle point therein;
4. S-39°-01'-22"-E, a distance of 15.0 feet to an angle point therein;
5. N-50°-58'-38"-E, a distance of 83.0 feet to an angle point therein;
6. N-39°-01'-22"-W, a distance of 30.0 feet to an angle point therein;
7. N-50°-58'-38"-E, a distance of 143.57 feet to the POINT OR PLACE OF BEGINNING, containing 2.09 Acres, be the same, more or less.

SUBJECT TO easements, rights of way and restrictions of record.

BEING AND INTENDED TO BE a portion of lands conveyed to the City of Buffalo Urban Renewal Agency by deed recorded in the Erie County Clerk's Office in Liber 8876 of Deeds at Page 301.

## NOTES

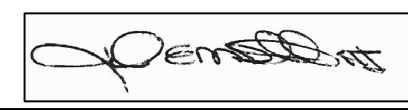
- 1) SBL - CITY OF BUFFALO TAX MAP NOS. 110.59-1-3.1 & 4.1 & PART OF 110.59-1-4.21
- 2) FOR TOPOGRAPHICAL INFORMATION SEE MAP PREPARED BY McIntosh & McIntosh, P.C. DATED OCTOBER 20, 2016 AND IDENTIFIED AS JOB NO. 8755-A.
- 3) REFERENCE MAP: SURVEY MAP PREPARED BY GPI ENGINEERING & SURVEYING, LLP DATED APRIL 2015 AND IDENTIFIED AS JOB NO. 5278
- 4) SEE ABSTRACT PREPARED BY CHICAGO TITLE INSURANCE COMPANY DATED AUGUST 29, 2018 AND IDENTIFIED AS COMMITMENT NO. 1813-5514CA.

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 NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT DERWEB@GW.DEC.STATE.NY.US.

OCTOBER 2, 2018

DATE OF MAP OR PLAT

  
JOHN E. MCINTOSH, III LICENSE NO. 49928 L.S.

ALSO BEING PART OF LOTS 19 & 20, WATERFRONT VILLAGE, PART II, WATERFRONT REDEVELOPMENT PROJECT AREA "A"

NYS DEC BCP SITE NO. C915340, SITE ADDRESS: 240 LAKEFRONT BOULEVARD

McINTOSH &amp; MCINTOSH, P.C.

CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS  
429 PINE STREET, LOCKPORT, NEW YORK 14094  
PHONE 433-2535 PHONE 625-8360

SURVEY OF PART OF LOTS-5 &amp; 14, NEW YORK STATE MILE RESERVE

CITY OF BUFFALO, ERIE COUNTY, NEW YORK

REFERENCE MAP FILED IN E.C.C.O. UNDER MAP COVER NO. 2433

JOB No. 8755 SCALE: 1"= 30' DATE: OCTOBER 20, 2016

RESURVEY	REVISION	RESURVEY	REVISION
REVISED BCP PARCEL FEBRUARY 26, 2019	REVISED BCP PARCEL FEBRUARY 26, 2019	OCTOBER 2, 2018	SURVEYED 0.17± AC. & 0.22± AC. PARCELS 1/11/2017
AMENDED DESCRIPTION APRIL 23, 2019	AMENDED DESCRIPTION APRIL 23, 2019		REVISED PARCEL SIZE FEBRUARY 13, 2017
			ADDED BCP PARCEL SEPTEMBER 11, 2018

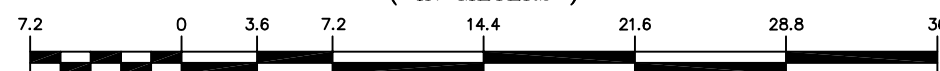
NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2020, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

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NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

GRAPHIC SCALE

( IN METERS )



1 : 360

GRAPHIC SCALE

( IN FEET )



1 inch = 30 ft.

ALSO SEE REFERENCE MAPS FILED IN E.C.C.O. UNDER MAP COVER NOS.-2555 &amp; 2577