

KATHY HOCHUL Governor AMANDA LEFTON Commissioner

VIA FEDERAL EXPRESS

September 15, 2025

Mark Aquino Attorney and Counselor at Law 32 Central Avenue Lancaster, NY 14806

RE:

Environmental Easement Package
Site Name: Lakeside Village Apartments

Site No.: C915344

Dear Mr. Aquino,

Enclosed please find a fully executed Environmental Easement and TP-584 tax form required for recording.

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

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

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

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

Sincerely,

Cheryl A. Salem
Legal Assistant II
Remediation Bureau

Cheryl.salem@dec.ny.gov

ec:

B. Rashkow, NYSDEC

U.S. Postal Service

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Lancaster; NY 14086

Certified Mail Fee \$5.30

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Return Receipt (hardcopy)

Return Receipt (electronic)

Certified Mail Restricted Delivery s

Adult Signature Required

Adult Signature Restricted Delivery s

Postage

\$2.17

Total Paptage and Fees

Street and Spt. No. or PO So. No.

City, State, ZIP-44

City, State, ZIP-44

City, State, ZIP-44

City, State, ZIP-44

See Reverse for Instructions



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10/08/2025

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PURCHASE DETAILS

Qty Unit Product -Price NCandinal#10F Env 1 \$1.01 \$1.01 -inst-Class Mail® 1
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Weight: 0 lb 2.90 oz
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Fri 13/43/2025
Centifier Mail®
Tracking #: \$2.17 Tracking #: 9589 0710 5270 1879 9512 09 Return Receipt \$4.40 Tracking #: 9590 9402 8322 4005 9098 47 Affixed Fostage -\$0. -\$0.78 Affixed Amount: \$0.78 \$11.09 Q859. \$20.00 Change -\$7.90

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65 Lake Avenue, LLC

Lakeside Village Apartments 32 Central Avenue Lancaster, New York 14086

PHONE: (716) 432-9532 • FAX: (716) 681-8512

Notice to Municipality

October 7, 2025

Mayor William Schroeder and Village Board of Trustees Village of Lancaster 5423 Broadway
Lancaster, New York 14086

Re: Environmental Easement

Dear Mayor Schroeder and Village Board:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on September 17, 2025 by 65 Lake Avenue LLC, for property at 65-67 Lake Avenue, Lancaster, New York 14086 Tax Map No's.115.27-1-22.21 & 115.27-1-23.11, DEC Site No: C915344.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

- 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
- 2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: http://www.dec.ny.gov/chemical/36045.html. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Mark Aquino Managing Member, 65 Lake Avenue LLC MICHAEL P. KEARNS, ERIE COUNTY CLERK REF:

DATE:9/17/2025 TIME:12:37:33 PM

RECEIPT: 25159974 - DUPLICATE -

LAW OFFICE OF MARK AQUINO

ACCOUNT #: 9897

DUPLICATE RECEIPT

ITEM - 01 785

RECD: 9/17/2025 12:51:29 PM

FILE: 2025170639 BK/PG D 11450/7135

Deed Sequence: TT2025003394

65 LAKE AVENUE LLC

Recording Fees

95.50

TP584

10.00

Subtotal

105.50

TOTAL DUE PAID TOTAL PAID ESCROW \$105.50 \$105.50

\$105.50

\$105.50

REC BY: Lynn L COUNTY RECORDER

ERIE COUNTY CLERK'S OFFICE



County Clerk's Recording Page

Return to:

BOX 384

Party 1:

65 LAKE AVENUE LLC

Party 2:

Book Type: D Book: 11450 Page: 7135

Page Count: 11

Doc Type:

EASEMENT/RTWY

Rec Date:

09/17/2025

Rec Time:

12:51:29 PM

Control #: UserID:

2025170639

Trans #:

Lynn L 25159974

Document Sequence Number

TT2025003394

Recording Fees:

Recording Fees:		Consideration Amount:	1.00
RECORDING COE CO \$1 RET COE STATE \$14.25 GEN COE STATE \$4.75 RM TP584 MARKOFF FEE	\$75.00 \$1.00 \$14.25 \$4.75 \$10.00 \$0.50	BASIC MT SONYMA MT ADDL MT/NFTA SP MT/M-RAIL NY STATE TT ROAD FUND TT	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Total: \$105.50

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

BOX 384

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

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 65-67 Lake Avenue in the Village of Lancaster, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel number: Section 115.27 Block 1 Lots 22.21 & 23.11, being the same as that property conveyed to Grantor by deed dated June 13, 2005 and recorded in the Erie County Clerk's Office in Liber and Page 11096/6981 and by deed dated August 29, 2008 and recorded in the Erie County Clerk's Office in Liber and Page 11149/3828. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.01 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 18, 2024, and last revised August 7, 2025, prepared by Richard Nathan Johnson, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

Environmental Easement Page 1

170639 785-10-1 LAN VLG extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C915344-11-19, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

- 1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.
- 2. <u>Institutional and Engineering Controls</u>. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.
 - A. (1) The Controlled Property may be used for:

Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

- (2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);
- (3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;
- (4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Erie County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;
- (5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;
- (6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;
 - (7) All future activities on the property that will disturb remaining

Environmental Easement Page 2

contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.
- B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

- D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.
- E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation

Environmental Easement Page 3

Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

- G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:
- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
 - (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
- (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
- (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
 - (7) the information presented is accurate and complete.
- 3. <u>Right to Enter and Inspect</u>. 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. <u>Reserved Grantor's Rights</u>. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:
- A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;
- B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. <u>Enforcement</u>

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against

the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

- B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.
- C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.
- D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.
- 6. <u>Notice</u>. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: C915344

Office of General Counsel

NYSDEC 625 Broadway

Albany New York 12233-5500

With a copy to:

Site Control Section

Division of Environmental Remediation

NYSDEC 625 Broadway Albany, NY 12233

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

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the

recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

- 8. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
- 9. <u>Extinguishment.</u> This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
- 10. <u>Joint Obligation</u>. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- 11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

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

By:

Print Name:

Print Name:

Title: MXIACL Date: alstrors

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF E

On the _______ day of ______, in the year 20 _____, before me, the undersigned, personally appeared _______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person whom behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

Michael Paul Musialowski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02MU6416293
Qualified in Erie County
Commission Expires 04/12/202-

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:

Andrew O. Guglielmi, Director

Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK

) ss:

COUNTY OF ALBANY

)

On the 1110 day of Symbol in the year 2025 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

Cheryl A. Salem Notary Public State of New York Registration No. 01SA0002177

Qualified in Albany County / My Commission Expires March 3, 4

Environmental Easement Page 8

SCHEDULE "A" PROPERTY DESCRIPTION

Easement Description

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE VILLAGE AND TOWN OF LANCASTER, COUNTY OF ERIE AND STATE OF NEW YORK, BEING PART OF LOT 1, SECTION 10, TOWNSHIP 11 AND RANGE 6 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 1, DISTANT 112.35 FEET SOUTHERLY FROM THE SOUTHEAST CORNER OF LANDS FORMERLY OWNED BY GUY LITTLE, SAID POINT OF BEGINNING ALSO BEING THE NORTHEAST CORNER OF LANDS CONVEYED TO ROBERT YOUNG BY DEED RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 3706 OF DEEDS AT PAGE 49;

THENCE WESTERLY, AT RIGHT ANGLES WITH THE EAST LINE OF LOT 1, A DISTANCE OF 94.00 FEET, TO A POINT;

THENCE NORTHERLY, AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF LOT 1, A DISTANCE OF 23.00 FEET, TO A POINT;

THENCE WESTERLY, AT RIGHT ANGLES, A DISTANCE OF 72.00 FEET, TO A POINT;

THENCE NORTHERLY, AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF LOT 1, A DISTANCE OF 89.25 FEET, TO A POINT IN A BOUNDARY LINE ESTABLISHED BY AGREEMENT RECORDED IN THE ERIE COUNTY CLERK'S OFFICE IN LIBER 3360 OF DEEDS AT PAGE 376;

THENCE WESTERLY, ALONG SAID BOUNDARY LINE, A DISTANCE OF 164.71 FEET; S 89°-10'-20" E TO A POINT IN THE EAST LINE OF LANDS FORMERLY OWNED BY JOHN DINWOODIE;

THENCE SOUTHERLY, ALONG THE EAST LINE OF DINWOODIE, A DISTANCE OF 183.54 FEET; S 02°-45'-37" E, TO A POINT;

THENCE EASTERLY A DISTANCE OF 75.88 FEET; S 88°-53'-19" E TO A POINT;

THENCE SOUTHEASTERLY, A DISTANCE OF 27.64 FEET; S 19°-19'-15" E TO A POINT ON THE NORTH LINE OF LANDS FORMERLY OWNED BY BRIGGS, AS AFORESAID, THENCE EASTERLY, A DISTANCE OF 251.37 FEET ALONG THE NORTH LINE OF LANDS FORMALLY OWNED BY BRIGGS, TO A POINT ON THE EAST LINE OF LOT 1;

THENCE NORTHERLY, AT AN INTERIOR ANGLE OF 89°-45'-04" AND PARALLEL WITH THE EAST LINE OF LOT 1, A DISTANCE OF 98.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.01 ACRES OF LAND, MORE OR LESS.

Deed Description: Lot 115.27-1-22.21

ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Lancaster, County of Erie and State of New York, being part of Lot No. 1, Section 10, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the east line of Lot No. 1, distant 112.35 feet southerly from the southeast corner of lands formerly owned by Guy Little, said point of beginning also being the northeast corner of lands conveyed to Robert Young by deed recorded in Erie County Clerk's Office in Liber 3706 of Deeds at page 49; thence westerly at right angles with the east line of Lot No. 1, 94 feet to a point; thence northerly at right angles and parallel with the east line of Lot No. 1, 23 feet to a point; thence westerly at right angles, 72 feet to a point; thence northerly at right angles and parallel with the east line of Lot No. 1, 89.25 feet to a point in a boundary line established by Agreement recorded in Eric County Clerk's Office in Liber 3360 of Deeds at page 376; thence westerly along said boundary line, 164.71 feet to a point in the east line of lands formerly owned by John Dinwoodie; thence southerly along the east line of lands formerly owned by John Dinwoodie, 208.37 feet to the north line of lands formerly owned by Ebenezer Briggs, Jr., said point also being the southwest corner of lands conveyed to Robert Young by deed aforesaid; thence easterly along the south line of lands so conveyed to Young and the north line of lands formerly owned by Briggs, as aforesaid, 207.65 feet to a point distant 130 feet westerly from the east line of Lot No. 1, as measured along the said north line of lands formerly owned by Briggs; thence northerly at an interior angle of 89° 45' 03" and parallel with the east line of Lot No. 1, 70 feet to a point; thence easterly on a line parallel with the said north line of lands formerly owned by Briggs, 130 feet to a point in the east line of Lot No. 1; thence northerly along the east line of Lot No. 1, 28.65 feet to the point of beginning.

Deed Description: Lot 115.27-1-23.11

ALL THAT TRACT OR PARCEL OF LAND situate in the Village and Town of Lancaster, County of Erie and State of New York, being part of Lot No. 1, Section 10, Township 11, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING in the east line of Lot No. 1 at its intersection with the north line of lands conveyed to Ebenezer Briggs, Junior by deed recorded in Erie County Clerk's Office in Liber 227 of Deeds at page 45, said point being 211 feet southerly from the southeast corner of lands formerly owned by Guy Little, as measured along the east line of Lot No. 1; thence westerly along the north line of lands so conveyed to Briggs, 130 feet; thence northerly on a line parallel with the east line of Lot No. 1, 70 feet; thence easterly on a line parallel with the north line of lands so conveyed to Briggs, 130 feet to a point in the east line of Lot No. 1; thence southerly along the east line of Lot No. 1, 70 feet to the point of beginning.

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