

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

**THIS INDENTURE** made this 22<sup>nd</sup> day of December, 2011, between Owner(s) TOWN OF LOCKPORT, a municipal corporation organized and existing under the Laws of the State of New York and having its place of business at 6560 Dysinger Road, Town of Lockport, County of Niagara, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

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

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

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

**WHEREAS**, Grantor, is the owner of real property located at the address of 4922 I.D.A. Park Drive in the Town of Lockport, County of Niagara and State of New York, known and designated on the tax map of the County Clerk of Niagara as tax map parcel numbers: Section 108.00 Block 1 Lot 55, being the same as that property conveyed to Grantor by deed dated May 26, 2011 and recorded on May 27, 2011 in the Niagara County Clerk's Office in Instrument Number 2011-08929. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.37 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 15, 2009 and revised September 8, 2011 prepared by Douglas R. Hager, P.L.S. of TVGA Consultants, which will be attached to the Site Management Plan. The Controlled Property description and survey is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and



**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C303480, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) 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;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

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

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

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

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

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

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 annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

[6/11]



(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

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

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

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

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

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

Parties shall address correspondence to:      Site Number: E932132  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

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

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

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

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



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

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

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

TOWN OF LOCKPORT :

By: 

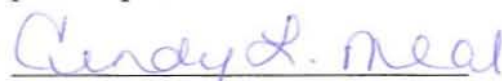
Print Name: MARC R. SMITH

Title: Supervisor, Date: 9/13/11  
Town of Lockport

**Grantor's Acknowledgment**

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

On the 13<sup>th</sup> day of Sept., in the year 20 11, before me, the undersigned, personally appeared Marc R. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

**CINDY L. MEAL**  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires November 27, 2014

**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.

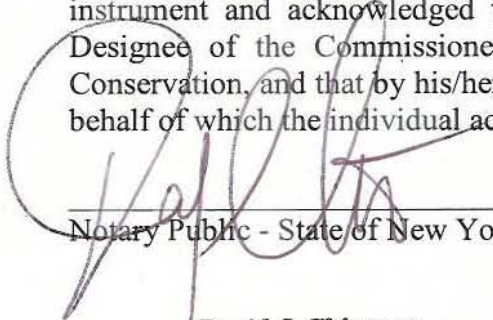
By:

  
Dale A. Desnoyers, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 22<sup>nd</sup> day of December, in the year 2011, before me, the undersigned, personally appeared Dale A. Desnoyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

David J. Chiusano  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2014

---

**SCHEDULE "A" PROPERTY DESCRIPTION**

Address of Property: 4922 I.D.A. Park Drive, Lockport, New York

Tax Map: 108.00-1-55

All that tract or parcel of land, situate in the Town of Lockport, County of Niagara and State of New York, being part of Lot 12, Township 14, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

Beginning at a point in the west line of lands dedicated to the Town of Lockport by instrument recorded in Liber 1868 of Deeds at Page 268, distance 10 feet northerly from the intersection with the north line of lands dedicated to the Town of Lockport by instrument recorded in Liber 2287 of Deeds at Page 49;

Thence northerly along the west line of I.D.A. Drive, a distance of 193.99 feet to a point;

Thence westerly at right angles, a distance of 308.25 feet to a point;

Thence southerly at interior angle of  $89^{\circ}51'06''$ . A distance of 193.99 feet to a point;

Thence easterly at interior angle of  $90^{\circ}08'54''$  and parallel with the north line of lands dedicated by the latter dedication hereinabove described, a distance of 307.75 feet to the point of beginning.

Containing 1.37 acres more or less.



**SURVEY**



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 the Easement are set forth in more detail 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 may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at [derweb@gw.dec.state.ny.us](mailto:derweb@gw.dec.state.ny.us).

ENGINEERING / INSTITUTIONAL CONTROLS

Please show location of engineering controls with measurements in survey drawing with corresponding keys and description of all Engineering Controls and Institutional Controls covering subject site (see example attached) (subject to Project Manager's comments)

- Soil Cover – Any breach of the natural site cover, including for the purposes of construction or utilities work, must be replaced or repaired according to the Site Management Plan (SMP). Site soil excavated and removed from the property must be managed, characterized, and properly disposed of in accordance with the NYSDEC regulations and directives. Guidelines for management of subsurface soils/fill and long-term maintenance of the natural site cover is provided in the SMP.
- Land Use – The use and development of the site is limited to Commercial and Industrial uses only.

ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

SCHEDULE 'A' - DEED DESCRIPTION & ENVIRONMENTAL EASEMENT AREA DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 1115-25074 DATED AUGUST 5, 2011.

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF LOCKPORT, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 12, TOWNSHIP 14, RANGE 7 OF THE HOLLAND LAND COMPANY'S SURVEY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF LANDS DEDICATED TO THE TOWN OF LOCKPORT BY INSTRUMENT RECORDED IN LIBER 1868 OF DEEDS AT PAGE 268, DISTANCE 10 FEET NORTHERLY FROM THE INTERSECTION WITH THE NORTH LINE OF LANDS DEDICATED TO THE TOWN OF LOCKPORT BY INSTRUMENT RECORDED IN LIBER 2287 OF DEEDS AT PAGE 49;

THENCE NORTHERLY ALONG THE WEST LINE OF I.D.A. DRIVE, A DISTANCE OF 193.99 FEET TO A POINT;

THENCE WESTERLY AT RIGHT ANGLES, A DISTANCE OF 308.25 FEET TO A POINT;

THENCE SOUTHERLY AT INTERIOR ANGLE OF 89°51'06", A DISTANCE OF 193.99 FEET TO A POINT;

THENCE EASTERLY AT INTERIOR ANGLE OF 90°08'54" AND PARALLEL WITH THE NORTH LINE OF LANDS DEDICATED BY THE LATTER DEDICATION HERINABOVE DESCRIBED, A DISTANCE OF 307.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.37 ACRES MORE OR LESS.

GENERAL NOTES

- ALL ELEVATIONS BASED ON NAVD88 DATUM. BENCHMARK DESCRIPTION NORTH BONNET BOLT OF FIRE HYD AT SOUTHWEST CORNER OF I.D.A. DRIVE AND ENTERPRISE DRIVE. ELEVATION = 630.34 SEE MAP FOR LOCATION.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED THOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF EXCAVATION.
- NO ENVIRONMENTAL ENGINEERING CONTROLS PROPOSED FOR SUBJECT PROPERTY.

CERTIFICATION

TO: THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH ITS COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THE TOWN OF LOCKPORT

CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS IN 2005. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION AS A LAND SURVEYOR REGISTERED IN THE STATE OF NEW YORK, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE OF SURVEY: JULY 15, 2009  
LAST REVISION: SEPTEMBER 8, 2011

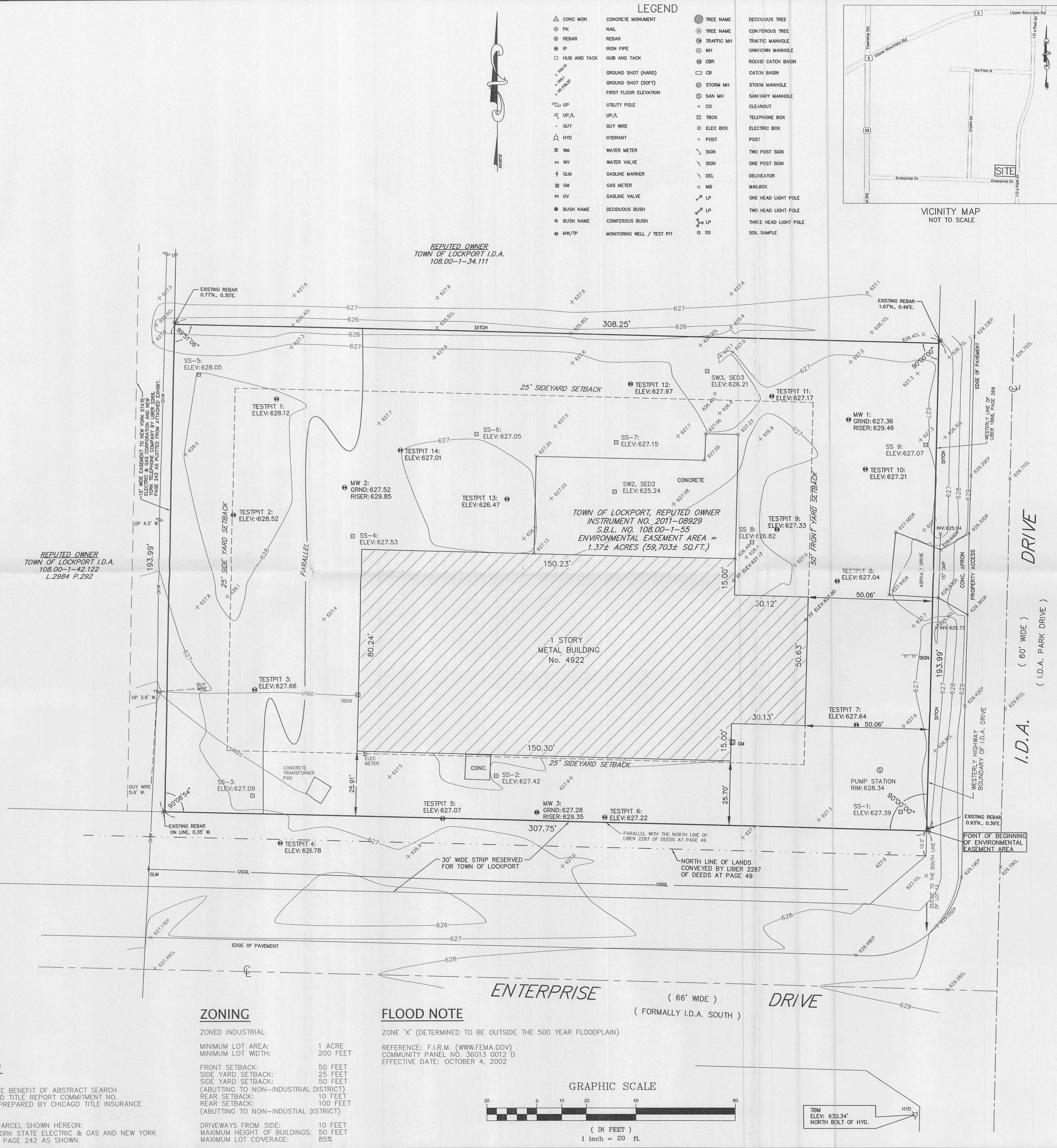
DOUGLAS R. HAGER, P.L.S. NEW YORK STATE LICENSE NO. 050204

FORMER ELECTRUK BATTERY  
ERP SITE # E932132  
4922 I.D.A. DRIVE  
LOCKPORT, NEW YORK

EASEMENTS OF RECORD

THIS SURVEY HAS BEEN REVISED WITH THE BENEFIT OF ABSTRACT SEARCH 110.1115-00450 DATED MAY 27, 2011, AND TITLE REPORT COMMITMENT NO. 1115-25074 DATED AUGUST 5, 2011 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY.

THE ITEMS IN SCHEDULE B AFFECT THE PARCEL SHOWN HEREON:  
ITEM 3: 15' UTILITY EASEMENT TO NEW YORK STATE ELECTRIC & GAS AND NEW YORK TELEPHONE BY LIBER 2268 OF DEEDS AT PAGE 242 AS SHOWN.



ZONING

ZONED INDUSTRIAL

MINIMUM LOT AREA: 1 ACRE  
MINIMUM LOT WIDTH: 200 FEET

FRONT SETBACK: 50 FEET  
SIDE YARD SETBACK: 25 FEET  
SIDE YARD SETBACK: 50 FEET  
(ABUTTING TO NON-INDUSTRIAL DISTRICT)  
REAR SETBACK: 10 FEET  
REAR SETBACK: 100 FEET  
(ABUTTING TO NON-INDUSTRIAL DISTRICT)

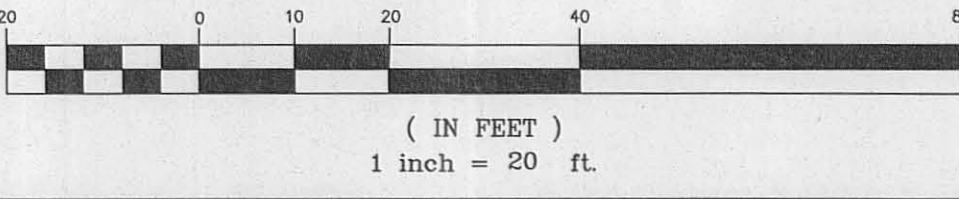
DRIVEWAYS FROM SIDE: 10 FEET  
MAXIMUM HEIGHT OF BUILDINGS: 50 FEET  
MAXIMUM LOT COVERAGE: 85%

FLOOD NOTE

ZONE 'X' (DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN)

REFERENCE: F.I.R.M. (WWW.FEMA.GOV)  
COMMUNITY PANEL NO. 36013 0012 D  
EFFECTIVE DATE: OCTOBER 4, 2002

GRAPHIC SCALE



TBM  
ELEV: 630.34'  
NORTH BOLT OF HYD.

TVGA CONSULTANTS

1000 MAPLE ROAD  
ELMA, NEW YORK 14059-4530  
P. 716.655.8842  
F. 716.655.0937  
www.tvga.com

NEW YORK

NIAGARA COUNTY

TOWN OF LOCKPORT

ALTA/ACSM LAND TITLE SURVEY  
4922 I.D.A. DRIVE LOCKPORT, NEW YORK

PART OF LOT 12, TOWNSHIP 14, RANGE 7  
OF THE HOLLAND LAND COMPANY'S SURVEY

SITE E932132

MAP NUMBER:  
**59773**  
Sheet 1 of 1

Field Date: 5/13/09  
Office Date: 7/15/09  
Job No.:  
Book: 391  
Page: 123  
Map: 59773  
File Name: 59773-ALTA.dwg  
Verf:

Designed by: DRT  
Drawn by: RAN  
Checked by: MWW  
Dwg Scale: 1"=20'  
Horz: 1"=20'

NOTES:  
1. ALL RIGHTS RESERVED  
2. ALL RIGHTS RESERVED  
3. ALL RIGHTS RESERVED  
4. ALL RIGHTS RESERVED  
5. ALL RIGHTS RESERVED  
6. ALL RIGHTS RESERVED  
7. ALL RIGHTS RESERVED  
8. ALL RIGHTS RESERVED  
9. ALL RIGHTS RESERVED  
10. ALL RIGHTS RESERVED  
11. ALL RIGHTS RESERVED  
12. ALL RIGHTS RESERVED  
13. ALL RIGHTS RESERVED  
14. ALL RIGHTS RESERVED  
15. ALL RIGHTS RESERVED  
16. ALL RIGHTS RESERVED  
17. ALL RIGHTS RESERVED  
18. ALL RIGHTS RESERVED  
19. ALL RIGHTS RESERVED  
20. ALL RIGHTS RESERVED  
21. ALL RIGHTS RESERVED  
22. ALL RIGHTS RESERVED  
23. ALL RIGHTS RESERVED  
24. ALL RIGHTS RESERVED  
25. ALL RIGHTS RESERVED  
26. ALL RIGHTS RESERVED  
27. ALL RIGHTS RESERVED  
28. ALL RIGHTS RESERVED  
29. ALL RIGHTS RESERVED  
30. ALL RIGHTS RESERVED  
31. ALL RIGHTS RESERVED  
32. ALL RIGHTS RESERVED  
33. ALL RIGHTS RESERVED  
34. ALL RIGHTS RESERVED  
35. ALL RIGHTS RESERVED  
36. ALL RIGHTS RESERVED  
37. ALL RIGHTS RESERVED  
38. ALL RIGHTS RESERVED  
39. ALL RIGHTS RESERVED  
40. ALL RIGHTS RESERVED  
41. ALL RIGHTS RESERVED  
42. ALL RIGHTS RESERVED  
43. ALL RIGHTS RESERVED  
44. ALL RIGHTS RESERVED  
45. ALL RIGHTS RESERVED  
46. ALL RIGHTS RESERVED  
47. ALL RIGHTS RESERVED  
48. ALL RIGHTS RESERVED  
49. ALL RIGHTS RESERVED  
50. ALL RIGHTS RESERVED  
51. ALL RIGHTS RESERVED  
52. ALL RIGHTS RESERVED  
53. ALL RIGHTS RESERVED  
54. ALL RIGHTS RESERVED  
55. ALL RIGHTS RESERVED  
56. ALL RIGHTS RESERVED  
57. ALL RIGHTS RESERVED  
58. ALL RIGHTS RESERVED  
59. ALL RIGHTS RESERVED  
60. ALL RIGHTS RESERVED  
61. ALL RIGHTS RESERVED  
62. ALL RIGHTS RESERVED  
63. ALL RIGHTS RESERVED  
64. ALL RIGHTS RESERVED  
65. ALL RIGHTS RESERVED  
66. ALL RIGHTS RESERVED  
67. ALL RIGHTS RESERVED  
68. ALL RIGHTS RESERVED  
69. ALL RIGHTS RESERVED  
70. ALL RIGHTS RESERVED  
71. ALL RIGHTS RESERVED  
72. ALL RIGHTS RESERVED  
73. ALL RIGHTS RESERVED  
74. ALL RIGHTS RESERVED  
75. ALL RIGHTS RESERVED  
76. ALL RIGHTS RESERVED  
77. ALL RIGHTS RESERVED  
78. ALL RIGHTS RESERVED  
79. ALL RIGHTS RESERVED  
80. ALL RIGHTS RESERVED  
81. ALL RIGHTS RESERVED  
82. ALL RIGHTS RESERVED  
83. ALL RIGHTS RESERVED  
84. ALL RIGHTS RESERVED  
85. ALL RIGHTS RESERVED  
86. ALL RIGHTS RESERVED  
87. ALL RIGHTS RESERVED  
88. ALL RIGHTS RESERVED  
89. ALL RIGHTS RESERVED  
90. ALL RIGHTS RESERVED  
91. ALL RIGHTS RESERVED  
92. ALL RIGHTS RESERVED  
93. ALL RIGHTS RESERVED  
94. ALL RIGHTS RESERVED  
95. ALL RIGHTS RESERVED  
96. ALL RIGHTS RESERVED  
97. ALL RIGHTS RESERVED  
98. ALL RIGHTS RESERVED  
99. ALL RIGHTS RESERVED  
100. ALL RIGHTS RESERVED





NIAGARA COUNTY CLERK  
WAYNE F. JAGOW

RECEIPT

---

Create Time: 1/6/2012 2:22:26 PM

RECEIPT # 2012105215

Recording Clerk: TH

Account: cash2

Rec'd Frm: JUSTINE - CHICAGO

By Mail/In Person (M/P): P

Instr#: 2012-00373

DOC: EASEMENT

DEED STAMP: 2194

OR Party: TOWN OF LOCKPORT

EE Party: PEOPLE OF THE STATE OF NEW

DEEDTP

Cover Page	1	\$8.00
Recording Fee	19	\$62.00
Cultural Ed	1	\$14.25
Records Management - County	1	\$1.00
Records Management - State	1	\$4.75
TP584-2 (Public Utilities)	1	\$1.00

Transfer Tax

Transfer Tax	\$0.00
--------------	--------

Receipt Summary

TOTAL RECEIPT: ---->	\$91.00
TOTAL RECEIVED: ---->	\$91.00

Cash Back	\$0.00
-----------	--------

PAYMENTS

Check # 17093 ->	\$91.00
------------------	---------

SEAMAN JONES HOGAN & BROOKS