

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

**THIS INDENTURE** made this 17<sup>th</sup> day of July, 2018 between Owner(s) Steelfields, LTD, having an office at 44 Rand Place, Pittsford, New York 14534, County of Monroe, 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 226 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.16 Block 1 Lot 9, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 50 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.16 Block 1 Lot 11.2, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 4 Buffalo RR South in the City of Buffalo, County of Erie and State of New York, known and designated on the

tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.16 Block 1 Lot 13, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 228 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.16 Block 1 Lot 14, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 558 Tift Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.12 Block 1 Lot 7.1, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 47 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.20 Block 1 Lot 2.2, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 105 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.20 Block 1 Lot 9, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 107 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.17 Block 1 Lot 1, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 109 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.17 Block 1 Lot 2, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 51 Hopkins Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.17 Block 1 Lot 6, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 38 Hopkins Street in the City of Buffalo, County of Erie and State of New York, known and designated on the

tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.17 Block 1 Lot 9, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 2 Hopkins Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.17 Block 1 Lot 10, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 230 Marilla Street in the City of Buffalo, County of Erie and State of New York, known and designated on the tax map of the County Clerk of Erie as tax map parcel numbers: Section 132.17 Block 1 Lot 230, being a portion of the property conveyed to Grantor by deed dated October 15, 2002 and recorded in the Erie County Clerk's Office in Liber and Page 11016/1565; and

**WHEREAS**, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 110 +/- acres. The Controlled Property description is set forth in and attached hereto as Schedule A; and

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

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions Voluntary Cleanup Number: B9-0525-97-11, 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 Post-Closure Monitoring & Maintenance Plan (a/k/a "Site Management Plan" or "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) and its current use as a closed landfill.**

(2) All Engineering Controls must be operated and maintained as specified in the Post-Closure Monitoring & Maintenance Plan ("SMP");

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

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Erie County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

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

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

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

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

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

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

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

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

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

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

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

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a 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: 915047  
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.

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.

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

Steelfields LTD:

By: Richard A Palumbo, Pres.

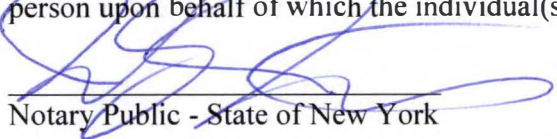
Print Name: Richard A Palumbo, Pres

Title: Pres Date: 7.16.18

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

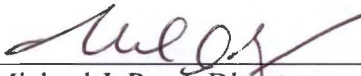
On the 16 day of July, in the year 2018, before me, the undersigned, personally appeared Richard A. Palumbo personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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

**JEFFREY J. TYRPAK**  
Notary Public, State of New York  
Qualified in Erie County  
No. 02TY6334902  
My Commission Expires December 28, 2019



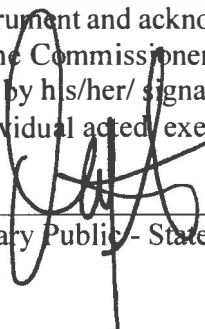
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Michael J. Ryan, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 17<sup>th</sup> day of July, in the year 2018, before me, the undersigned, personally appeared Michael J. Ryan, 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, 2022**

**SCHEDULE "A" PROPERTY DESCRIPTION**

105 Marilla

132.20-1-9

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Fourth Ward in the City of Buffalo, County of Erie and State of New York, being part of Lot 18 of the Ogden Gore Tract, so called, and part of Lot 43 of the Buffalo Creek Indian Reservation, bounded and described as follows, viz:

BEGINNING at a point in the middle line of Marilla Street at a corner of land of other owners in Lot 18 of the Ogden Gore Tract and at the distance of 87.5 feet measured eastwardly and at right angles from a point in the line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, said beginning point being also at the distance of 99.17 feet measured south 85° 9' east along the prolongation westwardly of said middle line of Marilla Street from a point in the line established as the center line of the main track of railroad of the Western New York and Pennsylvania Railway Company known as the Chautauqua Branch, said last-mentioned point being at the distance of 1629.5 feet measured north 17° 9' west along said center line of the main track of railroad, Chautauqua Branch, from another point therein, opposite said Railway Company's Mile Post 5.

EXTENDING from said beginning point the following 4 courses and distances:

1. South 85° 9' east along said middle line of Marilla Street, being along a southerly line of land of other owners crossing the line dividing Lot 18 in the Ogden Gore Tract on the west from the Buffalo Creek Indian Reservation on the east, passing through a point

common to the northwesterly corner of Lot 43 and common to the southwesterly corner of Lot 44, both in said Buffalo Creek Indian Reservation, and along the line dividing Lot 43 on the south from Lot 44 on the north, both in said Buffalo Creek Indian Reservation, 273.58 feet to the point of meeting with the westerly line of land of the South Buffalo Railway Company, distant 79.79 measured north  $85^{\circ} 9'$  west along said middle line of Marilla Street which is coincident with said line dividing Lot 43 on the south from Lot 44 on the north from a point in the line established as the center line of railroad of the South Buffalo Railway Company and making an angle of  $68^{\circ} 2'$  therewith as measured from the westward towards the northward; the following 2 courses and distances being along said westerly line of the South Buffalo Railway Company.

2. South  $17^{\circ} 9'$  east crossing the southerly line of said Marilla Street 283 feet to a point;
3. Southwardly having said last-described course as a tangent on a curve to the right having a radius of 438.39 feet an arc length of 496.68 feet to a point at a corner of said last-mentioned land, said second course being along a line parallel with and distant westerly 74 feet at right angles from the center line of the South Buffalo Railway Company and said third course being along a line concentric with and distant westerly 74 feet radially from the center line of the South Buffalo Railway Company
4. North  $17^{\circ} 9'$  west by land of the Western New York and Pennsylvania Railway Company on a line parallel with and distant 87.5 feet measured eastwardly and at right angles from said line dividing land of the New York, Chicago and St. Louis Railroad Company on the west from land of the Western New York and Pennsylvania Railway Company on the east, recrossing said line dividing the Buffalo Creek Indian Reservation on the south from the Ogden Gore Tract on the north, being the line dividing Lot 43 in the Buffalo Creek

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Indian Reservation on the south from Lot 18 in the Ogden Gore Tract on the north, at location recrossing said southerly line of Marilla Street at the westerly extremity thereof 782.9 feet to the place of beginning; containing 3.61 acres of land, more or less.

BEING part of the premises which The Stuyvesant Real Estate Company, by deed dated June 1, 1931 and recorded in the Office of the Clerk of the County of Erie, New York in Liber 2166 of Deeds at page 441, granted and conveyed unto the said Western New York and Pennsylvania Railway Company in fee and part of the premises which Franklin D. Locke and wife, by deed dated December 22, 1884 and recorded in the said Clerk's Office in Liber 470 of Deeds at page 434 granted and conveyed unto The Union Terminal Railroad Company of the City of Buffalo in fee and by agreement dated November 2, 1916, a certificate of which was filed in the Office of the Secretary of State of the State of New York November 12, 1917, all the property rights and franchises of The Union Terminal Railroad Company of the City of Buffalo were acquired by the said Western New York and Pennsylvania Railway Company.

BEING the same premises conveyed by Western New York and Pennsylvania Railway Company to Republic Steel Corporation by deed dated November 2, 1945, and recorded in the Erie County Clerk's Office on November 23, 1945 in Liber 3797 of Deeds at page 508.

51 Hopkins and 38 Hopkins  
133.17-1-6 and 133.17-1-9

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 42, Township 10, Range 8 of the Holland Land Company' Survey, bounded and described as follows:

BEGINNING in the north line of said Lot 42 at the point of intersection of the southwesterly line of lands conveyed to the Rochester and Pittsburgh Railroad Company;

running thence westerly and along the north line of said Lot 42 – 2251.63 feet to the northeast line of lands conveyed to The Union Terminal Railroad Company; thence southeasterly and along the northeast line of said Union Terminal Railroad Company’s lands about 1175 feet to the south line of said Lot 42; thence easterly and along the south line of said Lot 42 – 3076.43 feet to the southwest line of lands owned by the Rochester and Pittsburgh Railroad Company; thence northwesterly and along the southwest line of the said Rochester and Pittsburgh Railroad Company’s lands about 1610 feet to the north line of said Lot 42 to the point or place of beginning; containing 65.42 acres of land, more or less.

Part of 133.17-1-1 107 Marilla

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, known and distinguished as Subdivisions Lots 25, 27, 29 and so much of Lot 31 lying east of the right of way of the South Buffalo Railway Company as conveyed by the deed dated November 5, 1903 and recorded in the Erie County Clerk’s Office in Liber 984 of Deeds at page 412 on the 11<sup>th</sup> day of April 1904, as such subdivision lots are shown on a subdivision map of part of Lot 43, Township 10 Range 8 of the Holland Land Company’s Survey and recorded in the Erie County Clerk’s Office in Liber 125 of Deeds at page 332, more particularly bounded and described as follows:

BEGINNING at a point in the north line of said Lot 43 at the distance of 42 chains 37 links westerly from the northeast corner thereof and said commencing point being the northeast corner of said Subdivision Lot 25; running thence south – southerly and parallel with the east line of said Lot 43 – 13 chains 22 links to the south line of said Lot 43; thence westerly along said line of Lot 43 to the intersection of said line of Lot 43 with the easterly bounds of the said right of way of the South Buffalo Railway Company; thence running northeasterly and

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northwesterly along the east bounds of the said right of way of the South Buffalo Railway Company to a point in the north line of said Lot 43 where the same is intersected by the easterly bounds of the right of way of said South Buffalo Railway Company and thence easterly along the north line of said lot 43 to the point or place of beginning.

EXCEPTING and reserving therefrom all that certain tract, piece or parcel of land taken and acquired by the City of Buffalo pursuant to Chapter 557 of the Laws of 1887 by an Order of the Superior Court of Buffalo dated April 3, 1891 and recorded May 6, 1891 in the Erie County Clerk's Office in Liber 609 of Deeds at page 374.

ALSO excepting and reserving therefrom all the certain tract, piece or parcel of land taken or acquired by the City of Buffalo pursuant to an Order of the Supreme Court Erie County dated October 23, 1903 and recorded October 24, 1903 in the Erie County Clerk's Office in Liber 981 of Deeds at page 238.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the South Buffalo Railroad Company by Henry K. Kirkover and Emma J. Kirkover, his wife, and Henry Koons, a bachelor, by deed dated November 5, 1903 and recorded on April 11, 1904 in the Erie County Clerk's Office in Liber 984 of Deeds at page 412.

ALSO excepting and reserving therefrom all that certain tract, piece or parcel of land conveyed to the City of Buffalo by Henry K. Kirkover and Emma J. Kirkover, his wife, by deed dated December 29, 1904 and recorded January 27, 1905 in the Erie County Clerk's Office in Liber 1005 of Deeds at page 369.

ALSO excepting the fee of the lands within the limits of Marilla Street, as now laid out.

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BEING parcel 12 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in the Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

Part of 133.17-1-1 107 Marilla

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, Erie County, New York, being a part of Lot Number 43, of the Buffalo Creek Indian Reservation, bounded and described as follows:

BEGINNING at a point in the center line of Marilla Street, distant 92.73 feet eastwardly from its intersection with the center line of South Buffalo Railway Company as originally laid out, said point of beginning being the northeast corner of lands conveyed by Henry D. Kirkover and deeded to South Buffalo Railway Company by quit claim deed dated November 5<sup>th</sup>, 1903 and recorded in the Erie County's Office on April 11, 1904 in Liber 984 at page 412; thence continuing along the present right of way line of South Buffalo Railway Company south 20° 27' east 630.24 feet to a point; thence south 48° 37' west 417.18 feet to a point; thence north 25° 36' 20" west 67.71 feet to a point; thence along a curved line running east and north, said line being parallel with and distant 21 feet from the center line of the main line of the railway of South Buffalo Railway Company, said curve having a radius of 533.38 feet and a length of arc of 629.96 feet to a point; thence continuing parallel with and 21 feet distant from the center line of aforementioned main line north 20° 27' west 211.68 feet to a point; thence north 76° 52' 29" east 47.69 feet to a point; thence north 20° 27' west 20 feet to a point in the center line of Marilla Street, said point being 73.64 feet eastwardly from the intersection of the center line of said main line and center line of Marilla Street; thence along said center line of Marilla Street south 88° 29' east 19.09 feet to the point of beginning, containing in all 2.031 acres more or less.

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133.13-1-8 230 Marilla

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Subdivision Lots 26, 28, 30, and 32 of Great Lot 44 of the Buffalo Creek Indian Reservation as set forth on a subdivision map in Liber 125 of Deeds at page 332 in the Erie County Clerk's Office and more particularly described as follows:

BEGINNING at a point of intersection of the center line of Marilla Street with the westerly line of Subdivision Lot 24; thence northerly along the westerly line of Subdivision Lot 24, 93.75 feet to the southerly line of lands deeded to the Buffalo, Rochester & Pittsburgh Railroad by Rufus L. Howard by deed dated October 31<sup>st</sup>, 1883; thence northwesterly along the southerly line of land of the Buffalo, Rochester & Pittsburg Railroad about 1810.61 feet to the easterly line of land conveyed by the Estate of Rufus L. Howard to the South Buffalo Railroad Company by deed dated September 15, 1900; thence southerly along the easterly line of land of the South Buffalo Railroad Company and a prolongation southerly thereof, 1341.59 feet to the center line of Marilla Street; thence easterly along center line of Marilla Street, a distance of about 897.45 feet to the southwesterly corner of Subdivision Lot 24 at the point or place of beginning.

SAID premises being further described as Block D on a certain map or survey made for Howard & Randall by George C. Diehl, Civil Engineer, and filed in the Erie County Clerk's Office under date of March 11, 1918 under Cover 1006, containing 14.33 acres of land, be the same more or less.

BEING parcel 9 conveyed by Donner Steel Company, Inc. to Republic Steel Corporation by deed dated April 8, 1930, and recorded in Erie County Clerk's Office on April 11, 1930, in Liber 2092 of Deeds at Page 481.

226 Marilla  
132.16-1-9

ALL those 3 certain lots of pieces of land, situate, lying and being in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Marilla Street with the easterly line of lands as conveyed to Franklin D. Locke, Trustee, by Rufus L. Howard and wife, and now owned or occupied by the Western New York and Pennsylvania Railroad Company; thence northwardly along said easterly line at an interior angle of  $112^{\circ} 0' 20''$  with said northerly line of Marilla Street 1852.16 feet, more or less, to a point; thence along the westerly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 2, the following 2 courses and distances:

1. Easterly at an interior angle of  $106^{\circ} 08'$  - 87.22 feet and southwardly by a curve to the left with a radius of 1966.58 feet, a distance of 373.26 feet to a point distant 108 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line;
2. Thence southwardly parallel and distant 108 feet from said center line 1617.98 feet, more or less, to a point on the said northerly line of Marilla Street; thence westwardly along said northerly line at an interior angle of  $68^{\circ} 2'$  - 236.36 feet to the place of beginning.

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Containing 9.106 acres of land, more or less.

Part of 132.12-1-7.1 558 Tift

BEGINNING at a point at the intersection of the southerly line of Tift Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Rufus L. Howard and Maria, his wife, by deed dated October 10, 1882 and recorded in the Office of the Erie County Clerk in Liber 446 of Deeds at page 2; thence eastwardly along said southerly line of Tift Street 189.77 feet to a point, distant 26.23 feet westwardly at right angles to the center line of the South Buffalo Railway Company main line; thence southwardly at an interior angle of  $88^{\circ} 23' 22''$  with said southerly line of Tift Street 1286 feet, more or less, to a point, distant 62 feet westwardly at right angles to the said center line of said South Buffalo Railway Company main line; thence northwardly along the said easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by said deed dated October 10, 1882 to the place of beginning; containing 4.174 acres of land, more or less.

Part of 132.12-1-7.1 558 Tift

BEGINNING at a point at the intersection of the center line of the Tift Street with the easterly right of way line as conveyed to the Rochester and Pittsburgh Railroad Company by Fred B. Curtis and Harriet N., his wife, by deed dated September 18, 1882 and recorded in the Office of the Clerk of the County of Erie in Liber 446 of Deeds at page 27; thence along said right of way line the following 2 courses and distance:

1. Northwardly 660 feet to a point and eastwardly and parallel to Tift Street 150 feet to a point; thence along a line of land of the South Buffalo Railway Company southwardly and parallel to said easterly right of way line as conveyed to the Rochester and

Pittsburgh Railroad Company by said deed dated September 18, 1882 – 660 feet to a point in said center line of Tiff Street;

2. Thence westwardly along said center line 150 feet to the place of beginning.

Containing 2.273 acres of land, more or less.

Parcel 3 BEING parcels 1 through 3 conveyed by Bethlehem Steel Company to Republic Steel Corporation by deed dated March 29, 1945, and recorded in Erie County Clerk's Office on September 4, 1945, in Liber 3756 of Deeds at Page 183.

50 Marilla  
132.16-1-11.2

THE TRACT OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10 North, Range 8 West, of the Buffalo Creek Indian Reservation and parts of Lots 17 and 18 of the Ogden Gore, bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south 88° 40' 22" east 445.87 feet; thence north 20° 27' 00" west, 26.65 feet to the northerly line of said right of way of Marilla Street, a southwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence along said northerly line of right of way of Marilla Street north 88° 40' 22" west, 209.51 feet to southeasterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land north 20° 27' 00" west, 1617.98 feet to the southwesterly line of a tract of land now or formerly of the Baltimore and Ohio Railroad Company; thence along said last-mentioned tract of land the following 2 courses and distances:

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1. Southeastwardly by a curve to the left the radius of which is 1966.58 feet and the chord of which bears south 48° 05' 19" east 55.25 feet an arc distance of 55.25 feet; and
2. South 48° 53' 36" east 354.68 feet to a northwesterly corner of the first above-mentioned tract of land of the grantor; thence along said last-mentioned tract of land south 20° 27' 00" east 232.56 feet to a corner of a tract of land now or formerly of Buffalo Sintering Corporation; thence along said last-mentioned tract of land, the following 4 courses and distances:
  1. South 20° 27' 00" east 85.00 feet;
  2. South 69° 33' 00" west, 50.00 feet;
  3. South 20° 27' 00" East, 430.00 feet and
  4. North 69° 33' 00" east 50.00 feet; thence partly along said last mentioned tract of land and partly along the first above-mentioned tract of land of the grantor south 20° 27' 00" east 587.33 feet to the said TRUE POINT OF BEGINNING.

132.20-1-2.2 47 Marilla

THE TRACT OF LAND, situate in the City of Buffalo, Erie County, New York, being parts of Lots 42 and 43, Township 10 North, Range 8 West of the Buffalo Creek Indian Reservation, that is bounded and described as follows:

BEGINNING at a TRUE POINT OF BEGINNING determined as follows:

BEGINNING at the intersection of the center line of the right of way of Marilla Street, a street 49.50 feet in width with the easterly line of land now or formerly of Norfolk and Western Railroad Company; thence along said center line of Marilla Street south 88° 40' 22" east 426.78 feet to a northwesterly corner of a tract of land of the grantor, said TRUE POINT OF BEGINNING; thence in and through said Marilla Street the following 2 courses and distances:

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1. South 20° 27' 00" east 20 feet;
2. South 84° 03' 32" west 48.83 feet to the southerly line of said right of way of Marilla Street; thence the following 4 courses and distances:
  1. South 20° 27' 00" east 218.39 feet;
  2. Southwestwardly by a curve to the right the radius of which is 533.39 feet and the chord of which bears south 13° 00' 51" west 588.24 feet, an arc distance of 623.06 feet;
  3. South 20° 27' 00" east 70 feet; and
  4. South 48° 30' 23" west 52.19 feet to the easterly line of a tract of land now or formerly of Norfolk and Western Railroad Company; thence along said last-mentioned tract of land the following 3 courses and distances:
    1. North 20° 27' 00" west 28.70 feet;
    2. South 86° 29' 08" east 26.29 feet;
    3. North 20° 27' 00" west 163.69 feet to a southwesterly corner of another tract of land of the grantor; thence along said last-mentioned tract of land the following 2 courses and distances:
      1. Northeastwardly by a curve to the left the radius of which is 438.39 feet and the chord of which bears north 12° 07' 02" east 471.96 feet, an arc distance of 498.37 feet;
      2. North 20° 27' 00" west 283 feet to the above-mentioned center line of Marilla Street; thence along said center line south 88° 40' 22" east 153.20 feet to said TRUE POINT OF BEGINNING.

BEING Tract One and Tract Two conveyed by South Buffalo Railway Company to LTV Steel Company, Inc., by deed dated December 7, 1989, and recorded in Erie County Clerk's Office on December 27, 1989, in Liber 10122 of Deeds at Page 58.

4 Buffalo RR South and 228 Marilla

132.16-1-13 and 132.16-1-14

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and state of New York, being part of Lots Nos. 17 and 18 of the Ogden Gore Tract and part of Lot No. 44, Township 10, Range 8 of Holland Land Company's Survey, more particularly bounded and described as follows:

BEGINNING at point in the easterly line of right of way of the South Buffalo Railroad Company, distant along the said easterly line 209 feet southerly from a monument at the point of intersection of the said easterly line with the southwesterly line of the right of way of the Buffalo, Rochester & Pittsburg Railway Company, the said point of beginning being the point of intersection of the said easterly line of said right of way of the South Buffalo Railroad Company with a line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of the said right of way of the Buffalo, Rochester & Pittsburg Railway Company, measured at right angles thereto; running thence southerly along the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 599 feet; running thence easterly at right angles with the said easterly line of the said right of way of the South Buffalo Railroad Company, a distance of 140 feet; running thence northerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railroad Company, a distance of 342.06 feet to the point of intersection of the said parallel line with the said line drawn parallel with and distant 100 feet southwesterly from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto; running thence northwesterly along the said line drawn parallel with and distant 100 feet southwesterly

from the said southwesterly line of said right of way of the Buffalo, Rochester & Pittsburg Railway Company measured at right angles thereto, a distance of 292.62 feet to the point or place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 44, Township 10, Range 8 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Marilla Street with a line drawn parallel with and distant 10 feet easterly from the easterly line of the right of way of the South Buffalo Railroad Company, measured at right angles thereto; running thence northerly along the said parallel line, a distance of 10 feet; running thence easterly on a line drawn parallel with the said northerly line of Marilla Street, distance of 20 feet; running thence southerly on a line drawn parallel with the said easterly line of said right of way of the Buffalo Railroad Company, a distance of 10 feet to the northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street, distance of 20 feet to the point of the point or place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lots 17 and 18 of the Ogden Gore Tract and part of Lot 44, Township 10, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the northerly line of Marilla Street where the same is intersected by the easterly line of the right of way of the South Buffalo Railroad Company;



running thence northerly along the said easterly line of the said right way of the South Buffalo Railroad Company to the point of intersection of the said easterly line with the southerly line of Parcel 1 hereinabove described; running thence easterly along the said southerly line of said Parcel 1 hereinabove described, a distance of 10 feet; running thence southerly on a line parallel with the said easterly line of said right of way of the South Buffalo Railway Company to the point of intersection of the said parallel line with said northerly line of Marilla Street; running thence westerly along the said northerly line of Marilla Street about 10 feet to the point or place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot 17 and 18 of the Ogden Gore Tract and being further bounded and described as follows:

BEGINNING at a point in the easterly right of way line of the South Buffalo Railroad Company, said point being southerly along said right of way line 85 feet from intersection of said right of way line with the northerly line of lands conveyed to Buffalo Sintering Corporation by deed recorded in the Erie County Clerk's Office in Liber 1741 of Deeds at page 391; running thence southerly along said right of way line a distance of 430 feet to a point; running thence westerly at right angles to the said right of way line a distance of 50 feet to a point; running thence northerly parallel to and 50 feet distant from right of way line a distance of 430 feet to a point; thence at right angles to the last mentioned line a distance of 50 feet to the point or place of beginning.

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Parcel 5 BEING parcels 1 through 4 conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 163.

109 Marilla  
133.17-1-2

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 43, Township 10 and Range 8 of the James Sperry's Survey of the Buffalo Creek Reservation, more particularly bounded and described as follows:

COMMENCING at a point in the southerly line of Marilla Street, distant 372.63 feet westerly from the point of intersection of said southerly line of Marilla Street with the westerly line of Hopkins Street, said point of beginning also being the point of intersection of the said southerly line of Marilla Street and the southwesterly line of a new street conveyed to the City of Buffalo by Elmwood Improvement Company by deed dated the 5<sup>th</sup> day of October, 1917 and recorded in the Office of the Clerk of the County of Erie, New York, in Liber 1368 of Deeds at page 400 on the 30<sup>th</sup> day of October, 1917; running thence west along the southerly line of Marilla Street 75.31 feet to the easterly line of premises now or formerly owned by Republic Steel Corporation; thence south along the east line of the premises now or formerly owned by Republic Steel Corporation 847.77 feet to the south line of said Lot No. 43; thence east along the south line of said Lot No. 43, 375.99 feet to the southwesterly corner of a certain parcel of land appropriated or to be appropriated by the State of New York from Elmwood Improvement Company as shown and described on a map designated as follows: PUBLIC SERVICE COMMISSION OF CASE NO. 8453 HOPKINS STREET AND MARILLA STREET, Grade

Crossing Elimination of Buffalo, Rochester and Pittsburgh Railway, Operated by the Baltimore and Ohio Railroad, Map No. 2, Parcel 2, Elmwood Improvement Company (reputed owner) filed in the Office of the Department of State of the State of New York on the 24<sup>th</sup> day of August 1938; thence northerly along the westerly line of the said parcel of land so appropriated or to be appropriated by the State of New York from Elmwood Improvement Company, as aforesaid, 614.87 feet, more or less, to the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid; and thence northwesterly along the southwesterly line of the premises so conveyed to the City of Buffalo by Elmwood Improvement Company as aforesaid 369.14 feet to the point or place of beginning.

BEING the premises conveyed by Albert Fox to Republic Steel Corporation by deed dated August 12, 1942, and recorded in Erie County Clerk's Office on August 12, 1942, in Liber 3285 of Deeds at Page 290.

133.17-1-10 2 Hopkins  
Marilla Street

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being all that portion of Marilla Street laying west of Hopkins Street in Lots 18, 43 and 44 of the Buffalo Creek Indian Reservation in Township 11, Range 8 of the Holland Land Company's Survey and being more particularly described as follows:

BEGINNING at the northerlymost corner of Parcel 2 of the lands taken for the Hopkins Street and Marilla Street Grade Crossing Elimination Project (Public Service Case No. 8453), said point of beginning being a point in the present southwesterly line of Marilla Street as relocated by the Grade Crossing Elimination, said point being 117.81 feet northwest of the original westerly line of Hopkins Street (66 feet wide) as measured along the extension of the

present southwesterly line of Marilla Street and running thence northerly and along the northerly extension of the westerly line of Parcel 2, 86.72 feet, more or less, to a point in the present northeasterly line of Marilla Street (66 feet wide); running thence northwesterly and along the northeasterly line of relocated Marilla Street, 311.31 feet, more or less, to a point in the original northerly line of Marilla Street (49.50 feet wide); running thence westerly and along the northerly line of Marilla Street, as originally laid out, 1761.81 feet, more or less, to the westerly terminus of Marilla Street, said terminus being the northeasterly line of the former New York Central Railroad; running thence southeasterly and along the northeasterly right of way line of the former New York Central Railroad, 53.39 feet, more or less, to a point in the southerly line of Marilla Street (49.50 feet wide); running thence easterly and along the southerly line of Marilla Street, 1692.32 feet, more or less, to its point of intersection with the southwesterly line of Marilla Street relocated; running thence southeasterly and along the southwesterly line of relocated Marilla Street (66 foot wide), 369.14 feet, more or less, to the point of beginning; containing 2.478 acres of land, more or less.

BEING a portion of the premises conveyed by the City of Buffalo to LTV Steel Company, Inc. by deed dated April 14, 1992, and recorded in Erie County Clerk's Office on April 15, 1992, in Liber 10428 of Deeds at Page 160.